

OUR TERMS

1. THESE TERMS

1.1 **What these terms cover.** These are the terms and conditions on which we supply products to you. Please note that these terms **do not** cover: the lottery run by Severn Promotions Company Limited (Company Number: 02973920) which is governed by a separate terms and conditions <https://www.severnhospice.org.uk/wp-content/uploads/2014/05/Lottery-Ts-and-Cs-29.08.14.pdf>), ticket sales and services provided by Severn Hospice Limited or goods sold through our Ebay store by Severn Hospice Limited, both of which are also governed by separate terms and conditions.

1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms please contact us to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 **Who we are.** In these terms references to 'Severn Hospice', 'we', 'our' or 'us' are to Hospice Projects Limited, a private limited company (Company Number: 02229635), with the registered office at Bicton Heath, Shrewsbury, Shropshire, SY3 8HS. Our VAT number is 125457712.

2.2 **How to contact us.** You can contact us via the details on your order or by telephoning our reception at 01952 221350 or by writing to us at retail@severnhospice.org.uk or Severn Hospice, Apley Castle, Telford, TF1 6RH.

2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

3.1 **How we will accept your order.** Our acceptance of your order will take place when you receive an email confirmation, at which point a contract will come into existence between you and us.

3.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.

3.3 **Your order number.** Each order is assigned a unique reference number, usually issued when we accept your order. It will help us if you can tell us this unique reference number whenever you contact us about your order.

3.4 **We only sell to the UK.** If you are outside of this jurisdiction but would like to place an order, you can contact us to see if we can accommodate your request by telephoning our reception at 01952 221350 or by writing to us at retail@severnhospice.org.uk or Severn Hospice, Apley Castle, Telford, TF1 6RH.

4. OUR PRODUCTS

4.1 **Products may vary slightly from their pictures.** The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images.

4.2 **Product packaging may vary.** The packaging of the product may vary from that shown in images on our website.

5. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 7 - Your rights to end the contract).

6. OUR RIGHTS TO MAKE CHANGES

6.1 **Minor changes to the products. We may change the product:**

6.2 **to reflect changes in relevant laws and regulatory requirements; and**

6.3 **to implement minor technical adjustments and improvements.**

6.4 **Providing the products**

6.5 **Delivery costs. The costs of delivery will be as displayed to you on our website.**

6.6 **When we will provide the products. We will deliver goods to you as soon as reasonably possible and in any event within 30 days after the day on which we accept your order.**

6.7 **We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

6.8 **When you become responsible for the goods.** A product which is goods will be your responsibility from the time we deliver the product to the address you gave us.

6.9 **When you own goods.** You own a product which is goods once we have received payment in full.

6.10 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the products to you, for example, name, address, contact telephone number and/or email address. If so, this will have been stated in the description of the products on our website. We will contact you in writing to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 8.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

7. YOUR RIGHTS TO END THE CONTRACT

7.1 **You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

7.1.1 **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the product repaired or replaced or to get some or all of your money back), see clause 9;

7.1.2 **If you want to end the contract because of something we have done or have told you we are going to do, see clause 7.2;**

7.1.3 **If you have just changed your mind about the product, see clause 7.3.**

You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods;

7.1.4 **In all other cases (if we are not at fault and there is no right to change your mind), see clause 7.4.6**

7.2 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at clauses 7.2.1 to 7.2.4 below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

7.2.1 we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;

7.2.2 there is a risk that supply of the products may be significantly delayed because of events outside our control;

7.2.3 we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than one month; or

7.2.4 you have a legal right to end the contract because of something we have done wrong.

7.3 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

7.4 **When you don't have the right to change your mind.** You do not have a right to change your mind in respect of:

7.4.1 products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;

7.4.2 any perishable goods;

7.4.3 any bespoke items; and

7.4.4 any products which become mixed inseparably with other items after their delivery.

7.4.5 **How long do I have to change my mind? In respect of goods, you have 14 days after the day you (or someone you nominate) receives the goods, unless any of the circumstances in clause 7.4 apply.**

7.4.6 **How to end the contract with us (including if you have changed your mind)**

7.4.7 **Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:**

7.4.8 **Phone or email.** Call reception on 01952 221350 or email us at retail@severnospice.org.uk. Please provide your name, home address, details of the order (including your unique reference number) and, where available, your phone number and email address.

7.4.9 **Online.** Complete the form: www.severnospice.org.uk/contact-us/compliments-comments-complaints/ on our website.

7.4.10 **By post.** Post it to us at the address on the form. Or simply write to us at that address, including details of what you bought, your unique reference number, when you ordered or received it and your name and address.

7.5 **Returning products after ending the contract.** If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must either return the goods in person to where you bought them or post them back to us at Severn Hospice, Apley Castle, Telford, TF1 6RH. If you are exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.

7.6 **When we will pay the costs of return.** We will pay the costs of return:

7.6.1 if the products are faulty or misdescribed; or

7.6.2 if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.

In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.

7.7 **How we will refund you.** We will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

7.8 **Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind:

7.8.1 We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

7.8.2 The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

7.9 **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:

7.9.1 If the products are goods and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For information about how to return a product to us, see clause 7.5.

7.9.2 In all other cases, your refund will be made within 14 days of your telling us you have changed your mind

8. OUR RIGHTS TO END THE CONTRACT

8.1 **We may end the contract if you break it.** We may end the contract for a product at any time by writing to you if:

8.1.1 we do not receive payment and you still do not make payment within 7 days of us reminding you that payment is due;

8.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example, your correct address;

8.1.3 you do not, within a reasonable time, allow us to deliver the products to you or collect them from us.

8.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 8.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

8.3 **We may withdraw the product.** We may write to you to let you know that we are going to stop providing the product. We will let you know in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

9. IF THERE IS A PROBLEM WITH THE PRODUCT

9.1 **How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can telephone our reception at 01952 221350 or write to us at retail@severnospice.org.uk or Severn Hospice, Apley Castle, Telford, TF1 6RH

9.2 **Summary of your legal rights.** We are under a legal duty to supply products that are in conformity with this contract.

9.3 **Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them or post them back to us. Please call reception on 01952 221350 or email us at retail@severnospice.org.uk for a return label or to arrange collection.

10. PRICE AND PAYMENT

10.1 **Where to find the price for the product.** The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. However, please see clause 10.3 for what happens if we discover an error in the price of the product you order.

10.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

10.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

10.4 **When you must pay and how you must pay.** We accept payment with Mastercard, Maestro Card, Visa, Visa Debit, Visa Electron or such other list of payment methods as stated on our website from time to time. You must pay at the time that you place the order.

10.5 **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4 % a year above the base lending rate of The Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

10.6 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

11. OTHER IMPORTANT TERMS

11.1 **We may transfer this Agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 14 days of us telling you about it and we will refund you any payments you have made in advance for products not provided.

11.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the relevant item or property, for example by providing legal proof of the transfer.

11.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

11.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

11.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

11.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.