

Twenty Sixty One

CONSUMER TERMS FOR ONLINE SALE OF PRODUCTS

1. THESE TERMS

- 1.1. **What these terms cover.** These are the terms and conditions on which we supply products to you when you order from our online shop at www.twentysixtyone.com
- 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.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1. **Who we are.** We are Twenty Sixty One of Studio 104, Abbey Mill Business Centre, PA1 1TJ.
- 2.2. **How to contact us.** By writing to us at enquiries@twentysixtyone.com
- 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 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 we email you to accept it, 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 due to a number of reasons, including because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for or 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.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

3.4. We only sell to the UK. Our website is solely for the promotion of our products in the UK. Unfortunately, we do not accept orders from addresses outside the UK.

3.5. As such, please note you are strictly prohibited from re-selling or distributing or otherwise making available our products especially to territories outside of the UK. We will not be liable for any losses, claims, fines, damages, costs of any type arising out of you re-selling or distributing or otherwise making available our products especially to territories outside of the UK.

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, designs and fabrics accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour, design and fabric 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. OUR RIGHTS TO MAKE CHANGES

5.1. Minor changes to the products. We may change the product:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements. The changes will not affect your use of the product.

5.2. More significant changes to the products and these terms. In addition, as we informed you in the description of the product on our website, we may make changes to these terms or the product, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any products paid for but not received.

6. PROVIDING THE PRODUCTS

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

6.2. When we will provide the products. Please see our Shipping information on our website www.twentysixtyone.com/delivery

6.3. 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.

6.4. **Your legal rights if we deliver goods late.** If we deliver late, you may choose to treat the contract as at an end for late delivery under clause 7.2(e). You can cancel your order or reject some or all of the products that have been delivered. We will refund any sums you have paid to us for the cancelled products and their delivery. If the products have been delivered to you, you must post them back to us. We will pay the costs of postage. Please see our Returns page for more information here: www.twentysixtyone.com/returns

6.5. When you become responsible for the goods. A product will be your responsibility from the time we deliver the product to the address you have given us.

6.6. **When you own goods.** You own the product once we have received payment in full.

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:

- (a) **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 10;
- (b) **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;
- (c) **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;
- (d) **In all other cases (if we are not at fault and there is no right to change your mind)**, see clauses 7.4.

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 (a) to (e) 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:

- (a) we have told you about an upcoming change to the product or these terms which you do not agree to (see clause 5.2);
- (b) 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;

- (c) there is a risk that supply of the products may be significantly delayed because of events outside our control;
- (d) you have a legal right to end the contract because of something we have done wrong (including because we have delivered late).

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 products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them, such as where you order bespoke or personalised orders.

7.5. How long do I have to change my mind?

You have 14 days after the day you (or someone you nominate) receives the goods, **unless** the right to change your mind does not apply, as outlined in clause 7.4.

8. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

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

- (a) **Email.** Contact us by email us at enquiries@twentysixtyone.com
- (b) Please provide your name, home address, details of the order and, where available, your phone number and email address.
- (c) **Online.** Complete the contact form on our website: www.twentysixtyone.com/contact
- (d) **By post.** Print off the cancellation form, attached to the bottom of these terms, and post it to use at the address on the form. Or simply write to us at that address, including details of what you bought, when you ordered or received it and your name and address.

8.2. 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. 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. Please see our returns and refunds page for more information: www.twentysixtyone.com/returns

8.3. When we will pay the costs of return. We will pay the costs of return:

- (a) if the products are faulty or misdescribed;
- (b) if you are ending the contract because of 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. 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 using First Class Standard Delivery at one cost but you choose to have the product delivered by Royal Mail Special Delivery (Saturday), then we will only refund what you would have paid for the cheaper delivery option.

Please see our returns page for more information. In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.

8.4. 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.

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

- (a) 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.

8.6. 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 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 8.2.

9. Our rights to end the contract

9.1. 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:

- (a) you do not make any payment to us when it is due; or
- (b) you do not, within a reasonable time, allow us to deliver the products to you.

9.2. 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 as soon as we can 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.

10. IF THERE IS A PROBLEM WITH THE PRODUCT

10.1. How to tell us about problems. If you have any questions or complaints about the product, please contact us. You can email us at enquiries@twentysixtyone.com

10.2. Summary of your legal rights. We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

- a) Up to 30 days: if your goods are faulty, then you can get an immediate refund.
- b) Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- c) Up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

See also clause [7.3](#).

10.3. Your obligation to return rejected products. If you wish to exercise your legal rights to reject products you must post them back to us. We will pay the costs of postage. Please contact us. You can email us at enquiries@twentysixtyone.com

10.4. PRICE AND PAYMENT

10.5. 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 reasonable care to ensure that the price of the product advised to you is correct. However please see clause [11.3](#) for what happens if we discover an error in the price of the product you order.

10.6. 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.

10.7. What happens if we got the price wrong. It is always possible that, despite our 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.

10.8. When you must pay and how you must pay. We accept payment by the methods we have outlined on our website during the order process. You must pay for the products before we dispatch them. We will not charge your credit or debit card until we dispatch the products to you.

11. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

11.1. We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

11.2. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products as summarised at clause 10.2 and for defective products under the Consumer Protection Act 1987.

11.3. We are not liable for business losses. We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

12. HOW WE MAY USE YOUR PERSONAL INFORMATION

12.1. How we may use your personal information. We will only use your personal information as set out in our www.twentysixtyone.com/privacy

13. OTHER IMPORTANT TERMS

- 13.1. We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 13.2. You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 13.3. Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 13.4. 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.
- 13.5. 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 we discover that it would not be legal for us to supply the products to you, we can still cancel the contract.
- 13.6. Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by Scottish law and you can bring legal proceedings in respect of the products in the Scottish courts. If you live in England or Wales 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 Scottish courts.

1. Model Cancellation Form

(Complete and return this form only if you wish to withdraw from the contract)

To Twenty Sixty One, Studio 104, Abbey Mill Business Centre, PA1 1TJ

Email: enquiries@twentysixtyone.com

I/We hereby give notice that I/We cancel my/our contract of sale of the following goods,

Ordered on:

received on:

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date