

## **ALPHABET SOUP - TERMS AND CONDITIONS**

Please ensure that you read the terms and conditions of sale as these govern the sale and purchase of products through our website. These terms and conditions form a legally binding contract between you and us. Any purchase made via the website is deemed acceptance of these terms.

# **DEFINITIONS:**

'we' means Alphabet Soup 'you' means our customer or prospective customer 'us', 'our' and 'your' should be construed accordingly

#### **PRODUCTS:**

We try to make sure that all information on the website, including descriptions of our products and listed prices are accurate and correct at all times. We will try to resolve all information errors on the website as soon as reasonably possible, and if such an error has affected your purchase of goods we will try to let you know. However, because we take these steps we will not be liable to you for any errors on the website.

We may periodically change the products available on our web site, and we do not undertake to continue to supply any particular product or type of product.

You should bear in mind that buying products over the internet provides a different shopping experience to buying in store. In particular you acknowledge that

- The colours which are shown for the products on the web site will depend on many factors including your display settings
- All sizes and measurements are approximate
- All products are subject to availability we may not be able to supply your order
- Any delivery estimates given on the website or by email are estimates only
- The goods and promotions which are offered on the website may not be available in our stores and vice-versa

### **PRICES**

All prices are quoted in UK sterling and are inclusive of VAT

Prices exclude delivery costs which will be added at checkout (please see delivery information)
We will from time to time change the product prices quoted on our website, but this will not affect contracts that have previously come into force.

### **PAYMENT**

Payment will be debited from your account at the time of purchase, or soon thereafter.

We accept payment by PayPal and all payments are securely processed by them.

Payment of the price plus VAT and delivery charges must be made in full before goods are dispatched We will take all reasonable care, in so far as it is within our power to do so, to keep the details of your order secure. However, if we are not negligent, we cannot be held liable for any loss you may suffer if a third party gains unauthorised access to the data you provide when accessing our site.

You may cancel your order at any time so long as the item(s) have not been dispatched. You will be refunded in full.

We may refuse to process a transaction for any reason or refuse service to anyone at any time at our sole discretion.



#### **DELIVERY**

Goods supplied within the UK will be delivered within 7 working days of acceptance of order, subject to availability

Where a specific delivery date has been agreed, and where this delivery date cannot be met, the Buyer will be notified and given the opportunity to agree a new delivery date or receive a full refund

The Seller shall use its reasonable endeavours to meet any date agreed for delivery. In any event time of delivery shall not be of the essence and the Seller shall not be liable for any losses, costs, damages or expenses incurred by the Buyer or any third party arising directly or indirectly out of any failure to meet any estimated delivery date.

### **CANCELLATION AND RETURNS**

The Buyer shall inspect the Goods immediately upon receipt and shall notify the Seller by phone or email immediately if the Goods are damaged or do not comply with any of the Contract. If the Buyer fails to do so the Buyer shall be deemed to have accepted the Goods.

Where a claim of defect or damage is made the Goods shall be returned by the Buyer to the Seller. The Buyer shall be entitled to a full refund (including delivery costs) plus any return postal charges if the Goods are in fact defective.

If you are a consumer you have the right, in addition to your other rights, to cancel the Contract and receive a refund by informing the Seller by phone or email within 3 working days of receipt of the Goods. Goods must be returned by the Buyer at the Buyer's expense and should be adequately insured during the return journey. The Buyer will receive a refund of all monies paid for the Goods.

## **FORCE MAJEURE**

The Seller shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, failure of any communications, telecommunications or computer system, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the Seller shall be entitled to a reasonable extension of its obligations.

## **CHANGES TO TERMS AND CONDITIONS**

The Seller shall be entitled to alter these Terms and Conditions at any time but this right shall not affect the existing Terms and Conditions accepted by the Buyer upon making a purchase.

# **JURISDICTION**

The interpretation, construction, effect and enforceability of this agreement shall be governed by English law, and you and we agree top submit to the jurisdiction of the English courts for the determination of dispites.