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OUR TERMS

1. THESE TERMS

1.1 **What these terms cover.** These are the terms and conditions on which we supply products to you.

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.

Are you a business customer or a consumer? In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:

- You are an individual.
- You are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

Provisions specific to consumers only are in blue and those specific to businesses only are in black.

1.3 **If you are a business customer this is our entire agreement with you.** If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 **Who we are.** We are PapaKata Limited a company registered in England and Wales. Our company registration number is 05682467 and our registered office is at c/o Atkinsons, The Innovation Centre, Innovation way, Heslington, York YO10 5DG. Our registered VAT number is 880 7594 81. We are members of the Made

Up Textiles Association (MUTA), abide by their Code of Practice and follow their Best Practice Guide.

2.2 **How to contact us.** You can contact us by telephoning our customer service team at 01491 714002 or by writing to us at PapaHQ, 1 Lancaster Close, Sherburn-in-Elmet, LS25 6NS or by emailing us at shop@papakata.co.uk

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.** We will issue a quotation to you for the supply of the products you have requested. 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 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, 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.

4. **OUR PRODUCTS**

4.1 **Products may vary slightly from their pictures.** Some of our products are natural so there will be variations in their appearance. 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.

5. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the products 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.

6. OUR RIGHTS TO MAKE CHANGES

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

6.1.1 to implement minor technical adjustments and improvements. These changes will not materially affect your use of the product; and

6.1.2 to reflect changes in relevant laws and regulatory requirements.

7. PROVIDING THE PRODUCTS

7.1 Delivery costs. The costs of delivery will be included on our quotation.

7.2 When we will provide the products. During the order process we will let you know when we will provide the products to you. Some of our products are made or obtained from outside the United Kingdom and need to be delivered to us. We will deliver the products to you as soon as reasonably possible and we will contact you with an estimated delivery date when we know when the products will arrive with us.

7.3 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.

7.4 Collection by you. If you have asked to collect the products from our premises, you can collect them from us at any time during our working hours of 09:00am to 5:00pm on weekdays (excluding public holidays).

- 7.5 **If you are a consumer and are not at home when the product is delivered.** If no one is available at your address to take delivery and the products cannot be posted through your letterbox, our courier will leave you a note informing you of how to rearrange delivery or collect the products from a local depot.
- 7.6 **If you do not re-arrange delivery.** If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 10.2 will apply.
- 7.7 **When you become responsible for the products.** Products will be your responsibility from the time we deliver them to the address you gave us or you or a carrier organised by you collect them from us.
- 7.8 **When you own products.** You own a product once we have received payment in full.
- 7.9 **Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product to:
- 7.9.1 deal with technical problems or make minor technical changes;
 - 7.9.2 update the product to reflect any changes in relevant laws and regulatory requirements.
- 7.10 **Your rights if we suspend the supply of products.** We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. If we have to suspend the product we will adjust the price of your order so that you do not pay for products while they are suspended. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 30 days and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.
- 7.11 **We may also suspend the supply of the products if you do not pay.** If you do not pay us for the products when you are supposed to (see clause 14.4) and you still do not make payment within seven days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding

amounts. We will contact you to tell you we are suspending supply of the products. We will not suspend the products where you dispute the unpaid invoice (see clause 14.7). We will not charge you for the products during the period for which they are suspended. As well as suspending the products we can also charge you interest on your overdue payments (see clause 14.6).

8. YOUR RIGHTS TO END THE CONTRACT

8.1 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, when you decide to end the contract and whether you are a consumer or a business customer:

8.1.1 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 a service re-performed or to get some or all of your money back), **see [clause 12 if you are a consumer](#)** and clause 13 if you are a business;

8.1.2 If you want to end the contract because of something we have done or have told you we are going to do, see clause 8.2;

8.1.3 If you are a consumer and have just changed your mind about the product, see clause 8.3. 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 products;

8.1.4 In all other cases (if we are not at fault and you are not a consumer exercising your right to change your mind), see clause 8.5.

8.2 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 8.2.1 or 8.2.2 below the contract will end immediately and we will refund you in full for any products which have not been provided. The reasons are:

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

8.2.2 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 three months.

8.3 **Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013).** If you are a consumer then 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.

When consumers do not have a right to change their minds. Your right as a consumer to change your mind does not apply in respect of any products which become mixed inseparably with other items after their delivery.

8.4 **How long do consumers have to change their minds?** If you are a consumer how long you have to change your mind depends on what you have ordered and how it is delivered.

8.4.1 **Have you bought products?** If so, you have 14 days after the day you (or someone you nominate) receives the products, **unless**:

8.4.2 **Your products are split into several deliveries over different days.** In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery.

8.5 **Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you are not a consumer who has a right to change their mind (see clause 8.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for products is completed when the product is delivered and paid for. If you want to end a contract before it is completed where we are not at fault and you are not a consumer who has changed their mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

9. **HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU ARE A CONSUMER WHO HAS CHANGED THEIR MIND)**

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

- 9.1.1 **Phone or email.** Call customer services on 01491 714002 or email us at shop@papakata.co.uk. Please provide your name, home address, details of the order and, where available, your phone number and email address.
- 9.1.2 **By post.** Print off the cancellation form and post it to us 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.
- 9.2 **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. You must either return the products in person to where you bought them, post them back to us at PapaHQ, 1 Lancaster Close, Sherburn-in-Elmet, LS25 6NS or (if they are not suitable for posting) allow us to collect them from you. Please call customer services on 01491 714002 or email us at shop@papakata.co.uk for a return label or to arrange collection. [If you are a consumer exercising your right to change your mind you must send off the products within 14 days of telling us you wish to end the contract.](#)
- 9.3 **When we will pay the costs of return.** We will pay the costs of return:
- 9.3.1 if the products are faulty or misdescribed; or
- 9.3.2 if you are ending the contract because we have told you of an upcoming change to the product or these terms, a change 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 a consumer exercising your right to change your mind) you must pay the costs of return.
- 9.4 **What we charge for collection.** If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection.
- 9.5 **How we will refund you.** If you are entitled to a refund under these terms 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.

9.6 **When we may make deduction from refunds if you are a consumer exercising your right to change your mind.** If you are exercising your right to change your mind:

9.6.1 We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the products, 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 products and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

9.6.2 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 three to five 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.

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

9.7.1 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 9.2.

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

10. OUR RIGHTS TO END THE CONTRACT

10.1 **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:

10.1.1 you do not make any payment to us when it is due and you still do not make payment within seven days of us reminding you that payment is due;

10.1.2 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, the number of a particular product that you require or a delivery address;

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

10.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 10.1 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.

11. IF THERE IS A PROBLEM WITH THE PRODUCT

How to tell us about problems. If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at 01491 714002 or email us at shop@papkata.co.uk or write to us at PapaHQ, 1 Lancaster Close, Sherburn-in-Elmet LS25 6NS.

12. YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A CONSUMER

12.1 If you are a consumer 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 products. Nothing in these terms will affect your legal rights.

Summary of your key legal rights as a consumer

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.

If your product is, for example, furniture 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 may entitle you to the following:

up to 30 days: if your products are faulty, then you can get an immediate refund or replacement.

up to six months: if your products can't be repaired or replaced, then you're entitled to a full refund, in most cases, if the fault was present at the time of delivery.

up to six years: if your products do not last a reasonable length of time you may be entitled to some money back if you can prove that the fault was present at the time of delivery.

See also clause 8.3.

12.2 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, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please call customer services on 01491 714002 or email us at shop@papakata.co.uk for a return label or to arrange collection.

13. YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A BUSINESS

13.1 If you are a business customer we warrant that on delivery, and for a period 28 days from the date of delivery (**warranty period**), any products which are goods shall:

13.1.1 conform in all material respects with their description;

13.1.2 be free from material defects in design, material and workmanship;

13.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and

13.1.4 be fit for any purpose held out by us.

13.2 Subject to clause 13.3, if:

13.2.1 you give us notice in writing during the warranty period within a reasonable time of discovery that a product does not comply with the warranty set out in clause 13.1;

13.2.2 we are given a reasonable opportunity of examining such product; and

13.2.3 you return such product to us at our cost,

we shall, at our option, repair or replace the defective product, or refund the price of the defective product in full.

13.3 We will not be liable for a product's failure to comply with the warranty in clause 13.1 if:

13.3.1 you make any further use of such product after giving a notice in accordance with clause 13.2.1;

13.3.2 the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the product or (if there are none) good trade practice;

13.3.3 the defect arises as a result of us following any drawing, design or specification supplied by you;

13.3.4 you alter or repair the product without our written consent; or

13.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.

13.4 Except as provided in this clause 13, we shall have no liability to you in respect of a product's failure to comply with the warranty set out in clause 13.1.

13.5 These terms shall apply to any repaired or replacement products supplied by us under clause 13.2.

14. PRICE AND PAYMENT

14.1 **Where to find the price for the product.** The price of the product (excluding 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 14.3 for what happens if there is a change in the price of the product you order.

14.2 **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.

- 14.3 **What happens if there is a change of price.** It is always possible that, despite our best efforts, some of the prices of the products we sell may change because of changes in the cost of production. 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.
- 14.4 **When you must pay and how you must pay.** We accept payment by debit card or BACS. We also accept payment by credit cards (other than American Express) but add 2% to the cost to cover the charges of the credit card provider. When you must pay depends on what product you are buying: we ask for a 50% deposit to confirm your order and full payment before the product is delivered.
- 14.5 **Our right of set-off if you are a business customer.** If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 14.6 **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 Lloyds Bank plc 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.
- 14.7 **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.

15. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER

- 15.1 **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.

15.2 **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 12.1; and for defective products under the Consumer Protection Act 1987.

15.3 **We are not liable for business losses.** If you are a consumer we only supply the products to you for domestic and private use. If you use the products for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause 16.

16. **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A BUSINESS**

16.1 Nothing in these terms shall limit or exclude our liability for:

16.1.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);

16.1.2 fraud or fraudulent misrepresentation;

16.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

16.1.4 defective products under the Consumer Protection Act 1987; or

16.1.5 any matter in respect of which it would be unlawful for us to exclude or restrict liability.

16.2 Except to the extent expressly stated in clause 13.1 all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

16.3 Subject to clause 16.1:

16.3.1 we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or

any indirect or consequential loss arising under or in connection with any contract between us; and

16.3.2 our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to 100% of the total sums paid by you for products under such contract.

17. HOW WE MAY USE YOUR PERSONAL INFORMATION

17.1 **How we will use your personal information.** We will use the personal information you provide to us:

17.1.1 to supply the products to you;

17.1.2 to process your payment for the products; and

17.1.3 if you agreed to this during the order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.

17.2 **We may pass your personal information to credit reference agencies.** Where we extend credit to you for the products we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.

17.3 **We will only give your personal information to other third parties where the law either requires or allows us to do so.**

18. OTHER IMPORTANT TERMS

18.1 **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.

18.2 **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. [However, if you are a consumer you may transfer our guarantee at clause 12 to a person who has acquired the product.](#)

- 18.3 **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, except as explained in clause 18.2 in respect of our guarantee. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 18.4 **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.
- 18.5 **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.
- 18.6 If any dispute arises in connection with this agreement, the parties agree to enter into mediation in good faith to settle such a dispute and will do so in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the parties within 14 days of notice of the dispute, the mediator will be nominated by CEDR
- 18.7 **Which laws apply to this contract and where you may bring legal proceedings if you are a consumer.** 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.
- 18.8 **Which laws apply to this contract and where you may bring legal proceedings if you are a business.** If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed

in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

SCHEDULE 1

Model Cancellation Form for consumer customers

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

To: **PapaKata Limited, PapaHQ, 1 Lancaster Close, Sherburn-in-Elmet LS25 6NS**
telephone number **01491 714002** or email to **shop@papakata.co.uk**

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following products,

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

[*] Delete as appropriate