

ONLINE TERMS & CONDITIONS

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 our 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.** We are Ms Pomelo Studios Limited a company registered in England and Wales. Our company registration number is 9559851 and our registered office is at 33 Acfold Road, London SW6 2AJ. Our registered VAT number is 212489025.

2.2 Please note that in accordance with clause 9.2, returns must only be made to 23 Greenfield Avenue, Surbiton, KT5 9HP.

2.3 **How to contact us.** You can contact us by writing to us at care@mspomelo.com.

2.4 **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.

2.5 **"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 The order notification process is as follows:

- (a) After browsing our website for a product(s) that you would like to purchase, you will add a product(s) to the shopping cart;
- (b) Once you are ready to purchase the product(s), you will click the “Checkout” button at which point you will be taken through to our payment information screen for you to enter in your billing and delivery details and this constitutes your offer to buy the product(s) from us;
- (c) We will only accept your offer to purchase the product(s) once the payment for the product(s) has been processed and you will then be automatically taken to a new page that states the order has been received (“**Order**”).
- (d) You will then receive an email to state that we have received your Order and confirming your Order is being processed for delivery (“**Order Confirmation**”) at this stage, we have accepted your offer to purchase the product(s);
- (e) Within 2 working days of your receipt of our Order Confirmation, another email will be sent to notify you that your Order has been shipped with details providing an estimated delivery date.

3.3 **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.

3.4 **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.

3.5 **We only sell to the UK.** At this stage our website is solely for the promotion of our products in the UK. Unfortunately, we do not accept orders from or deliver to addresses outside 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 and the design 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 **Making sure your measurements are accurate.** If we are making the product to measurements you have given us you are responsible for ensuring that these measurements are correct.

5. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the product you have ordered please contact us as soon as possible. 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

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

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

7. PROVIDING THE PRODUCTS

- 7.1 **Delivery costs.** The costs of delivery will be as displayed to you on our website <https://mspomelo.com/shipping-returns/>.

- 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. We currently use Interlink Express and Royal Mail and any delivery of your product(s) is subject to their terms and conditions. We will procure they are delivered to you as soon as reasonably possible and in any event within 30 days after the day on which we accept your order.

- 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 **If you 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, we will leave you a note informing you of how to rearrange delivery or collect the products from a local depot.
- 7.5 **If you do not re-arrange delivery.** If after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot (which you are required to arrange with DPD InterlinkExpress or Royal Mail, depending on the delivery service used) 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.
- 7.6 **Your legal rights if we deliver late.** You have legal rights if we deliver any products late. If we miss the delivery deadline for any products then you may treat the contract as at an end straight away if any of the following apply:
- (a) we have refused to deliver the products;
 - (b) delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
 - (c) you told us before we accepted your order that delivery within the delivery deadline was essential.
- 7.7 **Setting a new deadline for delivery.** If you do not wish to treat the contract as at an end straight away, or do not have the right to do so under clause 7.6, you can give us a new deadline for delivery, which must be reasonable, and you can treat the contract as at an end if we do not meet the new deadline.
- 7.8 **Ending the contract for late delivery.** If you do choose to treat the contract as at an end for late delivery under clause 7.6 or clause 7.7, you can cancel your order for any of the products or reject products that have been delivered. If you wish, you can reject or cancel the order for some of those products (not all of them), unless splitting them up would significantly reduce their value. After that 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 email customer services at care@mspomelo.com for a return label.
- 7.9 **When you become responsible for the product.** The product will be your responsibility from the time we deliver the product to the address you gave us.
- 7.10 **When you own the products.** You own the product once we have received payment in full.

7.11 **What will happen if you do not give required information to us.** We need certain information from you so that we can supply the products to you, for example, your name, email address, postal address, and contact number. This information will be requested at the time of order and you are required to become a registered customer before ordering from us. If you do not give us this information when requested, or if you give us incomplete or incorrect information, we may either end the contract (and clause 10.2 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.

7.12 **Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product to:

- (a) deal with technical problems or make minor technical changes; and
- (b) update the product to reflect changes in irrelevant laws and regulatory requirements.

7.13 **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 for longer than 30 days we will adjust the price 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.

7.14 **We may also suspend 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 12.4) and you still do not make payment within 5 working 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 12.6). 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 12.5).

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 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 11**;
- (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 8.2**;
- (c) **If you 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 goods;
- (d) **In all other cases (if we are not at fault and there is no right to change your mind), see clause 8.5 and 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 (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 0);
- (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) 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 28 days; or
- (e) you have a legal right to end the contract because of something we have done wrong (including because we have delivered late (see clause 7.6).

8.3 **Exercising your right to change your mind (The Consumer Contracts (Information, Cancellation and Additional Charges) 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 (Information, Cancellation and Additional Charges) Regulations 2013, are explained in more detail in these terms.

8.4 **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 or where the product has been worn or if the tags in this products have been removed.

8.5 **How long do I have to change my mind?** You have until 14 days after the day you (or someone you nominate) receives the last delivery to change your mind about the goods.

8.6 **Ending the contract where we are not at fault and there is no right to change your mind.** If you do not have any other rights to end the contract (see clause 8.1), you can still contact us before the contract is completed and tell us you want to end the contract. If you do this 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 HAVE CHANGED YOUR 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:

- (a) **Email.** Email us at care@mspomelo.com. Please provide your name, home address, details of the order and, where available, your phone number and email address.
- (b) **Online.** Complete the online form on our website.

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 goods in person to where you bought them, post them back to us at 23 Greenfield Avenue, Surbiton, KT5 9HP. Please email us at care@mspomelo.com for a return label. If you are exercising your right to change your mind you must return the goods 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:

- (a) if the products are faulty or misdescribed; or
- (b) 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 you must pay the costs of return.

9.4 **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.

- 9.5 **Deductions from refunds.** 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. See our Returns page (<https://mspomelo.com/shipping-returns/>) for information about what handling is acceptable and examples. 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.
 - (b) 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.
- 9.6 **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:
- (a) 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.
 - (b) 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:
- (a) you do not make any payment to us when it is due and you still do not make payment within 5 days of us reminding you that payment is due;
 - (b) 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;
 - (c) you do not, within a reasonable time, allow us to deliver the products to you;
- 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.

10.3 **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 at least 14 days 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.

11. IF THERE IS A PROBLEM WITH THE PRODUCT

11.1 **How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can write to us at care@mspomelo.com.

11.2 **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 life of your product your legal rights entitle you to the following:

- up to 30 days: if your item is faulty, then you can get a refund.
- up to six months: if your faulty item can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- up to six years: if the item can be expected to last up to six years you may be entitled to a repair or replacement, or, if that doesn't work, some of your money back.

11.3 **Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products you must post them back to us. You will be responsible for the costs of postage. Please email us at care@mspomelo.com for a return label.

12. PRICE AND PAYMENT

12.1 **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 use our best efforts to ensure that the price of product advised to you is correct.

However please see clause 12.3 for what happens if we discover an error in the price of the product you order.

12.2 **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.

12.3 **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 in our price list, 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.

12.4 **When you must pay and how you must pay.** We accept payment with Visa, including Visa Electron and Visa Debit, MasterCard, Maestro including Switch, and Paypal. 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.

12.5 **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 3% 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.

12.6 **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 and we will not charge you interest until we have resolved the issue.

13. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

13.1 **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.

- 13.2 **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.

14. HOW WE MAY USE YOUR PERSONAL INFORMATION

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

- (a) to supply the products to you;
- (b) to process your payment for the products; and
- (c) if you agreed to this during the order process, to inform you about similar products that we provide, but you may stop receiving these at any time by contacting us.

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

15. OTHER IMPORTANT TERMS

- 15.1 **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.

- 15.2 **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.

- 15.3 **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. 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.

- 15.4 **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.

- 15.5 **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.
- 15.6 **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.