

## Website terms and conditions of sale

**Please read the following important terms and conditions before you buy anything on our website and check that they contain everything which you want and nothing that you are not willing to agree to.**

### Summary of some of your key rights:

By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, SI 2013/3134 say that we must give you certain key information before a legally binding contract between you and us is made (see below). We will give you this information in a clear and understandable way. Some of this information is likely to be obvious from the context. Some of this information is also set out in this contract, such as information on our complaint handling policy.

#### Right to cancel - goods

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that up to 14 days after receiving your goods, in most cases, you can change your mind and get a full refund.

#### Your Consumer Rights - goods

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 you're entitled to the following:

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

This is a summary of some of your key rights. For detailed information from Citizens Advice please visit [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk) or call 03454 04 05 06.

The information in this summary box summarises some of your key rights. It is not intended to replace the contract below which you should read carefully.

This contract sets out:

- your legal rights and responsibilities;
- our legal rights and responsibilities; and
- certain key information required by law.

In this contract:

- *We, us or our*

means GENI LTD

References to us in these Terms also includes any group companies which we may have from time to time.

- *Our site or our website*

refers to the any site on which these terms and conditions are displayed, including, but not limited to the following websites:

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- *You or your*

means the person accessing or using our site to make purchases from us.

If you don't understand any of this contract and want to talk to us about it, please contact us by:

- e-mail: [info@hunterandsam.com](mailto:info@hunterandsam.com)

## **Who we are**

We are a company registered in England and Wales with company registration number and our registered office is at:

20-22 Wenlock Road, London N1 7GU

The details of this contract will not be filed with any relevant authority by us.

## **Terms and Conditions of Sale**

### **A Introduction**

1 These terms and conditions apply to any sale of goods on our site. If you buy goods on our site you agree to be legally bound by this contract and the terms and conditions contained herein.

2 This contract is only available in English. No other languages are available for this contract.

3 When buying any goods on our site you also agree to be bound by:

- (a) our terms and conditions of use and any documents referred to therein

All these documents form part of this contract as though set out in full here.

### **B Information we give you**

1 By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made. If you want to see this key information, please:

- (a) read the Confirmation email that will be sent to you when you have ordered goods (see clause below), or

- (b) contact us using the contact details at the top of this page

2 The key information we give you by law forms part of this contract (as though it is set out in full here).

3 If we have to change any key information once a legally binding contract between you and us is made, we can only do this if you agree to it.

### **C Ordering from us**

1 Here we set out how a legally binding contract between you and us is made.

2 You place an order on our site by doing the following:

The user clicks a product to add to their basket. The user then proceeds to checkout and clicks 'pay now'.

3 Please read and check your order carefully before submitting it. However, if you need to correct any errors you can do so before submitting it to us.

4

5 When you place your order at the end of the online checkout process (eg when you confirm payment), we will acknowledge it by Email. This acknowledgement does not, however, mean that your order has been accepted.

6 We may contact you to say that we do not accept your order. This is typically for the following reasons:

- (a) the goods are unavailable;
- (b) we cannot authorise your payment;
- (c) you are not allowed to buy the goods from us;
- (d) we are not allowed to sell the goods to you;
- (e) you have ordered too many goods; or
- (f) there has been a mistake on the pricing or description of the goods.

7 We will only accept your order when we send you an Email to confirm this (Confirmation Email ). At this point:

- (a) a legally binding contract will be in place between you and us; and
- (b) your order will be fulfilled

8 If you are under the age of 18 you may buy any goods from our site. However, in some cases you may not be able to buy certain goods because you are too young. If so this will be set out on the relevant webpage for the goods concerned.

#### **D Right to cancel this contract - Non-business customers**

1 If you are buying from our site for business purposes, this section does not apply. Instead, please see the section below entitled "Right to cancel this contract - business customers".

2 If you are buying goods from our site for non-business purposes, you have the right to cancel this contract within 14 days without giving any reason.

3 The cancellation period will expire after 14 days from the day:

- (a) on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of any goods, in the case of a sales contract;

(b) on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good purchased, in the case of a contract relating to multiple goods ordered by the consumer in one order and delivered separately;

(c) on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last lot or piece of any purchased goods, in the case of a contract relating to delivery of a good consisting of multiple lots or pieces;

(d) on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the first good purchased, in the case of a contract for regular delivery of goods during a defined period of time.

(e)

4 To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (eg a letter sent by post, fax or email). You can use the model cancellation form set out in the box below, but it is not obligatory.

Cancellation form

To:

GENI LTD

20-22 Wenlock Road, London N1 7GU

info@hunterandsam.com

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

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

5 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

**E Effects of cancellation - Non-business customers**

1 If you cancel this contract (in accordance with the section above entitled 'right to cancel this contract - non-business customers'), we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

2 We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.

3 We will make the reimbursement without undue delay, and not later than:

(i) 14 days after the day we received back from you any goods supplied; or

(ii) (if earlier) 14 days after the day you provide evidence that you have returned the goods; or

(iii) if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.

4 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

5 If you have received goods:

(a) you shall, without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from this contract to us, send back the goods or hand them over to us

(b) The deadline is met if you send back the goods before the period of 14 days has expired.

(c) we will bear the cost of returning the goods

(d) you are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

## **F Delivery of goods**

1 The estimated date and time window for delivery of the goods is set out in the Confirmation Email.

2 If something happens which:

(i) is outside of our control; and

(ii) affects the estimated date of delivery;

we will let you have a revised estimated date for delivery of the goods.

3 Delivery of the goods will take place when we deliver them to the address that you gave to us.

4 We may be unable to deliver the goods if we are unable to properly identify you. Please be prepared to provide a form of ID (passport or photocard driving licence) on delivery of goods.

5 Unless you and we agree otherwise, if we cannot deliver your goods within 30 days, we will:

(i) let you know;

(ii) cancel your order; and

(iii) give you a refund.

6 If nobody is available to take delivery, please contact us using the contact details at the top of this page.

7 You are responsible for the goods when delivery has taken place. In other words, the risk in the goods passes to you when you take possession of the goods.

8 We do not make deliveries to any addresses outside of the UK.

9 We may deliver your goods in instalments. If you want to see whether your goods may be delivered in this way, click on the check the delivery details during the online checkout process.

## **G Payment**

1 We accept the following means of payment:

Visa  
Visa Debit  
Mastercard  
Paypal

2 We will do all that we reasonably can to ensure that all of the information you give us when paying for goods is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on our part we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us.

3 Your credit card or debit card will only be charged when you confirm your order.

4 All payments by credit card or debit card need to be authorised by the relevant card issuer. From time to time we may also use extra security steps via Verified by Visa, Mastercard®SecureCode™ or equivalent services.

5 If your payment is not received by us and you have already received any goods, you:

- (i) must pay for such goods within 30 days; or
- (ii) must return them to us as soon as possible. If so, you must keep the goods in your possession, take reasonable care of them (including ensuring that you follow any instructions or manuals given with the goods) and not use them before you return them to us.

6 If you do not return any goods (such as where you have not paid for them) we may collect the goods from you at your expense. We will try to contact you to let you know if we intend to do this.

7 Nothing in this clause affects your legal rights to cancel the contract during any applicable 'cooling off' period detailed under the Clauses entitled 'Right to Cancel this Contract - Non-business customers' and 'Effects of Cancellation - Non-business customers' above.

8 The price of the goods :

- (i) is in pounds sterling (£)(GBP);
- (ii) includes VAT at the applicable rate; and
- (iii) does not include the cost of:
  - delivering the goods (delivery options and costs will be provided before you place your order)
  - any carrier bags (which cost a minimum of 5p) each).

## **H Nature of goods**

1 The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'), for example, the goods:

- (i) are of satisfactory quality;
- (ii) are fit for purpose;
- (iii) match the description, sample or model; and
- (iv) are installed properly (if we install any goods).

2 We must provide you with goods that comply with your legal rights.

3 The packaging of the goods may be different from that shown on our site.

4 While we try to make sure that:

- (i) all weights, sizes and measurements set out on our site are as accurate as possible, there may be a small tolerance of up to 1% in such weights, sizes and measurements; and
- (ii) the colours of our goods are displayed accurately on our site, the actual colours that you see on your computer may vary depending on the monitor that you use.

5 Any goods sold:

- (i) at discount prices;
- (ii) as remnants; or
- (iii) as substandard;

will be identified and sold as such. Please check that they are of a satisfactory quality for their intended use.

6 If we can't supply certain goods we may need to substitute them with alternative goods of equal or better standard and value. In this case:

- (i) we will let you know if we intend to do this but this may not always be possible; and
- (ii) you can refuse to accept such substitutes, in which case we will offer you a refund or a replacement and let you know how long such an offer remains open for.

## **I Faulty goods**

1 Your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'), are set out at the top of this contract. They are a summary of your key rights. For more detailed information on your rights and what you should expect from us, please:

- (a) contact us using the contact details at the top of this page; or
- (b) visit the Citizens Advice website [www.citizensadvice.uk](http://www.citizensadvice.uk) or call 03454 04 05 06.

2 Nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.

3 Please contact us using the contact details at the top of this page, if you want:

- (a) us to repair the goods ;
- (b) us to replace the goods ;
- (c) a price reduction; or
- (d) to reject the goods and get a refund.

## **J End of the contract**

If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.

## **K Limit on our responsibility to non-business customers**

1 The provisions of this section shall apply to purchases made for non-business purposes only.

2 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury), in the case of purchases made for non-business purposes, we are not legally responsible for:

- (a) losses that:
  - (i) were not foreseeable to you and us when the contract was formed; or
  - (ii) that were not caused by any breach on our part;
- (b) business losses; and
- (c) losses to non-consumers.

## **L Indemnity and insurance**

1 You shall indemnify us, and keep us indemnified, from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by us as a result of or in connection with your breach of any of your obligations under this contract.

2 You shall have in place contracts of insurance with reputable insurers incorporated in the United Kingdom to cover your obligations under this contract. On request, you shall supply so far as is reasonable evidence of the maintenance of the insurance and all of its terms from time to time applicable.

## **M Limitation of liability**

1 The extent of the parties' liability under or in connection with this Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause.



2 Subject to the sub-clauses below (entitled 'Exceptions'), our total liability shall not exceed the sum of £100.

3 Subject to sub-clauses below (entitled 'Exceptions'), our shall not be liable for consequential, indirect or special losses.

4 Subject to sub-clauses below (entitled 'Exceptions'), our shall not be liable for any of the following (whether direct or indirect):

- (i) loss of profit;
- (ii) loss or corruption of data;
- (iii) loss of use;
- (iv) loss of production;
- (v) loss of contract;
- (vi) loss of opportunity;
- (vii) loss of savings, discount or rebate (whether actual or anticipated);
- (viii) harm to reputation or loss of goodwill.

#### Exceptions

5 The limitations of liability set out above shall not apply in respect of any indemnities given by either party under this Contract.

6 Notwithstanding any other provision of this Contract, the liability of the parties shall not be limited in any way in respect of the following:

- (i) death or personal injury caused by negligence;
- (ii) fraud or fraudulent misrepresentation;
- (iii) any other losses which cannot be excluded or limited by applicable law;
- (iv) any losses caused by wilful misconduct.

#### **N Rights of third parties**

No one other than a party to these Terms has any right to enforce any of these Terms.

#### **O Disputes**

1 We will try to resolve any disputes with you quickly and efficiently.

2 If you are unhappy with:

- (i) the goods ;

(ii) our service to you; or

(iii) any other matter;

please contact us as soon as possible.

3 If you and we cannot resolve a dispute using our complaint handling procedure, we will:

(a) let you know that we cannot settle the dispute with you; and

(b) consider the need for Alternative Dispute Resolution and, if considered necessary, provide you with information about any alternative dispute resolution provider we deem appropriate to deal with your complaint.

4 If you want to take court proceedings, the relevant courts of the United Kingdom will have exclusive jurisdiction in relation to these Terms.

5 The laws of England and Wales will apply to these Terms.