

TERMS & CONDITIONS OF SALE

Pink Rooster (Registered Charity Number 1161042) - Terms and Conditions comply with The Consumer Protection (Distance Selling) Regulations.

All prices quoted on printed materials and our website are in GB pounds (£) and include VAT at the current rate. Prices are subject to change at any time without notice.

These terms and conditions do not affect your statutory rights as a consumer. Goods purchased for non-consumer use, by business users or for re-sale are excluded from the Consumer Protection (Distance Selling) Regulations.

<u>Purchasing and Payment:</u> Unless credit terms have been previously agreed, all goods must be paid for in full and cleared payment received, before goods are dispatched. Pro-forma invoices can be provided by prior arrangement.

We use 'PayPal' to process payments via our website. Orders with cheque payment can be sent to Pink Rooster 73 Palmerston Road Northampton NN1 5EX. Cheques made payable to Pink Rooster.

If paying by cheque Pink Rooster requires the drawer's full name and address on the reverse. Business cheques must also be provided with company name and address. Orders paid for by cheque will not be dispatched until the funds clear (delivery expected to be 5-7 working days)

Where credit terms are granted, all invoices will be due for payment in full by and no later than 30 days from the date of the invoice. In the event that the 30 day invoice payment is not met, all outstanding monies to date become due for immediate payment, and interest of 2.5% per month will be charged on overdue amounts. Pink Rooster, reserves the right to refuse or cancel such credit terms at their sole discretion.

Orders received after 12:00pm on Friday and at weekends (Saturday/Sunday) and Bank holidays, for 'in stock items' will be dispatched (subject to stock availability) the next working day.

Purchase Orders: Official purchase orders are required for all orders placed by credit account customers.

<u>Prices</u>: Prices are subject to change at any time without notice. Every effort is made to ensure prices shown on our website are current and up to date.

Stock Availability: Pink Rooster will endeavour to maintain adequate stock levels of products, and amend stock items and availability on its website as soon as practicable should an item no longer become available or is out of stock.

In the event an out of stock product is purchased via our website we will inform the customer as soon as possible and offer a full refund or the option to await arrival of new stock.

<u>Title of Goods:</u> Title to all goods remains with Pink Rooster until the goods are paid for in FULL. Risk to all goods passes to the purchaser at the time of delivery.

<u>Delivery:</u> The dates and times given for delivery of the goods is not of the essence and failure to meet them is not a breach of these conditions.

Pink Rooster will choose the method of delivery. For small items this will usually be via 1st Class Royal Mail post.

Delivery dates (where quoted) are given in good faith and are subject to availability of goods/materials. Every effort will be made to effect delivery within the quoted period, but no liability can be accepted should it be exceeded. 28 days should be allowed for delivery.

<u>Returns:</u> We cannot accept returns of special order non stock items unless the items are found to be faulty, damaged or incorrectly supplied at time of delivery. All non stock / special order Items must be checked by the customer at time of delivery / collection.

The Distance Selling Regulations (DSR) allows you to return the product but it must be in the original packaging and also, in the condition in which you received it when we receive the item back. The goods must be in brand new condition and not showing signs of any kind of usage. The goods to be returned must be done so at your own expense. Pink Rooster will refund postal/carriage charges for returned goods where the product is faulty, has been received damaged or is a substitute.

Pink Rooster reserves the right to refuse returns/refunds for cancelled items where the goods have been damaged / are not in a re-saleable condition.

In all cases, goods being returned must be adequately packaged and protected. Pink Rooster will not accept responsibility for any damage or loss of goods that occurs in transit back to us.

<u>Damaged goods:</u> Claims for damaged or short deliveries must be made in writing and within 7 working days of receipt / delivery of goods. Delivery notes signed by the customer showing "unchecked" or "unexamined" or similar will not be binding.

In the event that you sign for an item that has clearly been damaged in transport; you must inform us in writing within the 7 working day period if you have accepted goods which were clearly damaged. When packing items for return, they must be boxed in all original packaging, where possible, whether that packaging is damaged or not, complete with any/all accessories, including paperwork.

Once we receive the item(s) back we will send a replacement item(s) to you' or if requested, we will issue a full refund for the goods and associated postal costs.

<u>Cancellation of orders:</u> The right to cancel allows time to examine the goods as you would have when buying in a shop. The cooling off period starts when the contract is concluded and ends 7 working days after the day the goods are received. The cooling off period and right to cancel do not apply to contracts for: goods made to the customer's specification;

Once the customer has cancelled the order all money paid will be returned within 30 days of the date of cancellation.

Pink Rooster reserve the right to refuse cancellation of orders in the case of non stock items specially ordered / custom printed unless cancellation is made before Pink Rooster have processed the order / commenced production.

<u>RE Stocking Fees:</u> Order returns made by commercial clients will be subject to a re-stocking fee of 10% of the total order / invoice value.

<u>Quality, Condition and Suitability of Goods:</u> Pink Rooster reserves the right to accept no liability for discrepancies in colour matching / accuracy of logo's etc, for custom printed items. Customers are advised to request a proof copy of any artwork prior to production / printing.

Every effort will be made to ensure the exact quantity of bulk orders will be supplied to the customer; however, the customer shall accept a 10% plus or minus variation in quantity for bulk orders of card and passport sleeves/ any other custom printed bulk order goods.

It is a condition of sale that customers accept responsibility for the suitability of all goods purchased. Pink Rooster will accept no responsibility for loss, damage and / or injury whatsoever, where goods are damaged after delivery and/ or incorrectly used by the customer / end user.

Advice should be sought, by the customer / end user, as to the suitability of goods prior to the purchase / ordering from Pink Rooster.

<u>Pink Rooster Website:</u> Pink Rooster aims to ensure the accuracy of all information made available on our web site. Pink Rooster, its directors, employees or other representatives will not be liable for damages of any kind arising out of or in connection with the use of this site or through the use of information contained within the web site provided by or derived from third party sources, including links to third party websites.

Pink Rooster will ensure where possible, the accuracy of information provided from third party sources, but will not accept liability for damages of any kind arising out of or in connection with such inaccuracies. Where information is found to be inaccurate Pink Rooster will, at its earliest opportunity, remove or amend such information.

<u>Quotations:</u> Prices quoted by Pink Rooster, its directors, trustees, volunteers, employees and agents shall be deemed to be for the purpose of information and not constitute an invitation to sell. Written quotations will be valid for a maximum period of 30 days from the date of quotation.

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