

# The Reefer Sail Company Ltd Trading Terms

This page (together with the documents referred to on it) tells you the terms and conditions on which we supply any of the products (Products) listed on our website (<http://www.reefersails.com>) (our site) to you. Please read these terms and conditions carefully before ordering any Products from our site. You should understand that by ordering any of our Products, you agree to be bound by these terms and conditions.

You should print a copy of these terms and conditions for future reference.

By ordering a product from us you agree to these terms. Please understand that if you refuse to accept these terms and conditions, you will not be able to order any Products from our site.

## 1. Information about us

- 1.1. [www.reefersails.com](http://www.reefersails.com) is a site operated by The Reefer Sail Company Limited (we). We are registered in England and Wales under company number 06771116 and with our registered office at Timberly, South Street, Axminster, Devon EX13 5AD. Our main trading address is The Sail Loft, Heron House, Hawley Bottom, Axminster, Ex 13 7HR, United Kingdom.

## 2. Your status

- 2.1. By placing an order through our site, you warrant that:
- 2.2. You are legally capable of entering into binding contracts;
- 2.3. You are at least 18 years old;

## 3. How the contract is formed between you and us

- 3.1. After placing an order, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy a Product. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that the Product has been dispatched (the Dispatch Confirmation). The contract between us (Contract) will only be formed when we send you the Dispatch Confirmation.
- 3.2. The Contract will relate only to those Products whose dispatch we have confirmed in the Dispatch Confirmation. We will not be obliged to supply any other Products which may have been part of your order until the dispatch of such Products has been confirmed in a separate Dispatch Confirmation.

## 4. Our status .

- 4.1. We may also provide links on our site to the websites of other companies, whether affiliated with us or not. We cannot give any undertaking, that products you purchase from third party sellers through our site, or from companies to whose website we have provided a link on our site, will be of satisfactory quality, and any such warranties are DISCLAIMED by us absolutely. This DISCLAIMER does not affect your statutory rights against the third party seller.

## 5. Description of our Products

- 5.1. You understand that each of our Products are unique. They are made from reclaimed and/or recycled materials, and as such the condition of the materials may be distressed and scuffed, due to the materials' previous incarnation.
- 5.2. It is your responsibility to ensure that the terms of your order and any applicable specification are complete and accurate, and we will not accept liability for any errors or omissions of inaccurate specifications.

- 5.3. The quantity and description of the Products are as set out in our quotation or acknowledgement of order.
- 5.4. All samples, drawings, descriptive matter, specifications and advertising issued by us and any descriptions or illustrations contained in our catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Products described in them. They shall not form part of the Contract and this is not a sale by sample.
- 5.5. Illustrations, weights, measures, performance capabilities, application suitability information and other data set out in our literature are statements of opinion and are provided for information only and form no part of this agreement.

## **6. Consumer rights**

- 6.1. If you are contracting as a consumer, you may cancel a Contract at any time within seven working days, beginning on the day after you received the Products. In this case, you will receive a full refund of the price paid for the Products in accordance with our refunds policy (set out in clause 10 below).
- 6.2. To cancel a Contract, you must inform us in writing. You must also return the Product(s) to us immediately, in the same condition in which you received them, and at your own cost and risk. You have a legal obligation to take reasonable care of the Products while they are in your possession. If you fail to comply with this obligation, we may have a right of action against you for compensation.
- 6.3. You will not have any right to cancel a Contract for the supply of any of the following Products:  
bespoke, personalised items.
- 6.4. Details of this statutory right, and an explanation of how to exercise it, are provided in the Dispatch Confirmation. This provision does not affect your statutory rights.

## **7. Availability and delivery**

- 7.1. Your order will be fulfilled by the delivery date set out in the Dispatch Confirmation or, if no delivery date is specified, then within a reasonable time of the date of the Dispatch Confirmation, unless there are exceptional circumstances.
- 7.2. We will try to meet any delivery date agreed by us in writing, and where this delivery date cannot be met, you will be given the opportunity to agree a new delivery date or received a full refund. However, delivery times are not of the essence of this agreement and we are not liable for any losses, costs, damages or expenses incurred by you or any third party arising directly or indirectly out of any failure to meet any estimated delivery date.
- 7.3. Delivery of the Products shall be made to the address you specified in your order, unless otherwise expressly agreed in writing. You are liable for making all necessary arrangements at your expense, including compliance with all Health & Safety obligations and provision of appropriate equipment and manual labour to accept delivery for the Products when they are tendered for delivery. Failure to do so may result in an unsuccessful delivery. We reserve the right to rearrange delivery and will invoice for you costs incurred with respect to reasonable administration costs, additional storage of the Products and repeated delivery charges.

## **8. Risk and title**

- 8.1. The Products will be at your risk from the time of delivery.
- 8.2. Ownership of the Products will only pass to you when we receive full payment of all sums due in respect of the Products, including delivery charges.

## **9. Price and payment**

- 9.1. The price of any Products will be as quoted on our site from time to time, except in cases of obvious error.

- 9.2. These prices exclude delivery costs, which will be added to the total amount due as set out in our Delivery Guide.
- 9.3. Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Dispatch Confirmation.
- 9.4. Our site contains a large number of Products and it is always possible that, despite our best efforts, some of the Products listed on our site may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a Product's correct price is less than our stated price, we will charge the lower amount when dispatching the Product to you. If a Product's correct price is higher than the price stated on our site, we will normally, at our discretion, either contact you for instructions before dispatching the Product, or reject your order and notify you of such rejection.
- 9.5. We are under no obligation to provide the Product to you at the incorrect (lower) price, even after we have sent you a Dispatch Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mis-pricing.
- 9.6. Payment for all Products must be by credit or debit card. We accept payment with Visa, Delta, Electron, Mastercard, Eurocard, PayPal Credit Card, PayPal Top Up Card, Switch, Maestro, Solo, American Express. We will not charge your credit or debit card until we despatch your order.

## 10. **Our refunds policy**

- 10.1. When you return a Product to us:
- 10.2. because you have cancelled the Contract between us within the seven-day cooling-off period (see clause 6.1), we will process the refund due to you as soon as possible and, in any case, within 30 days of the day you have given notice of your cancellation. In this case, we will refund the price of the Product in full, including the cost of sending the item to you. However, you will be responsible for the cost of returning the item to us.
- 10.3. for any other reason (for instance, because you have notified us in accordance with paragraph 20 that you do not agree to any change in these terms and conditions or in any of our policies, or because you claim that the Product is defective), we will examine the returned Product and will notify you of your refund via e-mail within a reasonable period of time. We will usually process the refund due to you as soon as possible and, in any case, within 30 days of the day we confirmed to you via e-mail that you were entitled to a refund for the defective Product. Products returned by you because of a defect will be refunded in full, including a refund of the delivery charges for sending the item to you and the cost incurred by you in returning the item to us.
- 10.4. We will usually refund any money received from you using the same method originally used by you to pay for your purchase.
- 10.5. Other than as described in clause 6.1 above, you do not have the right to reject or return the Products on the basis of its condition, unless the Product itself is faulty.

## 11. **Our liability**

- 11.1. We warrant to you that any Product purchased from us through our site is of satisfactory quality and reasonably fit for all the purposes for which products of the kind are commonly supplied.
- 11.2. Our liability for losses you suffer as a result of us breaking this agreement is strictly limited to the purchase price of the Product you purchased [and any losses which are a foreseeable consequence of us breaking the agreement. Losses are foreseeable where they could be contemplated by you and us at the time your order is accepted by us].
- 11.3. This does not include or limit in any way our liability:
- a) for death or personal injury caused by our negligence;
  - b) under section 2(3) of the Consumer Protection Act 1987;

- c) for fraud or fraudulent misrepresentation; or
  - d) for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.
- 11.4. We are not responsible for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and us, including but not limited to:
- a) loss of income or revenue;
  - b) loss of business;
  - c) loss of profits or contracts;
  - d) loss of anticipated savings;
  - e) loss of data;
  - f) loss of data, or
  - g) waste of management or office time however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable;

provided that this clause 11.4 shall not prevent claims for loss of or damage to your tangible property that fall within the terms of clause 11.1 or clause 11.2 or any other claims for direct financial loss that are not excluded by any of categories (a) to (g) inclusive of this clause 11.4.

## **12. Import duty**

- 12.1. If you order Products from our site for delivery outside the UK, they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order.
- 12.2. Please also note that you must comply with all applicable laws and regulations of the country for which the products are destined. We will not be liable for any breach by you of any such laws.

## **13. Written communications**

- 13.1. Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

## **14. Notices**

- 14.1. All notices given by you to us must be given to The Reefer Sail Company Limited at The Sail Loft, Heron House, Hawley Bottom, Axminster, EX13 7HR, United Kingdom or to info (at) reefersails.com. We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in clause 14 above. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

## **15. Events outside our control**

- 15.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Force

Majeure Event).

- 15.2. A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
- 15.3 strikes, lock-outs or other industrial action.
- 15.4 civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
- 15.5 fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
- 15.6 impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- 15.7 impossibility of the use of public or private telecommunications networks.
- 15.8 the acts, decrees, legislation, regulations or restrictions of any government.
- 15.9 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

**16. Waiver**

- 16.1. If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.
- 16.2. A waiver by us of any default shall not constitute a waiver of any subsequent default.
- 16.3. No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 15 above.

**17. Severability**

- 17.1. If any of these terms and Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

**18. Entire agreement**

- 18.1. We intend to rely upon these terms and conditions and any document expressly referred to in them in relation to the subject matter of any Contract. While we accept responsibility for statements and representations made by our duly authorised agents, please make sure you ask for any variations from these terms and conditions to be confirmed in writing.

**19. Our right to vary these terms and conditions**

- 19.1. We have the right to revise and amend these terms and conditions from time to time.
- 19.2. You will be subject to the policies and terms and conditions in force at the time that you order products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Dispatch Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary

within seven working days of receipt by you of the Products).

**20. Law and jurisdiction**

Contracts for the purchase through our site and any dispute arising out or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law.