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**ONLINE TERMS AND CONDITIONS FOR THE  
SUPPLY OF  
GOODS—BUSINESS-TO-CONSUMER**

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**DATED 1<sup>st</sup> April 2019**

**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.

*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.*

*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 **Remora Design & Innovation Ltd**; and
- **"You"** or **"your"** means the person using our site to buy goods from us.

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

- email [talkto@remorasucks.com](mailto:talkto@remorasucks.com) Monday – Friday 9am – 5pm; or

**[Do you need extra help?]**

[If you would like this contract in another format (for example: audio, large print, braille) please contact us using the contact details at the top of this page.]

## **Who are we?**

*We are registered in England and Wales under company number: 11270276.*

*Our registered office is at: Orchard House, Acomb Drive, Wylam, NE41 8BD.*

*Our VAT number is: Not VAT Registered.*

*We are registered in the following trade register: Companies House, London.*

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

## **1. INTRODUCTION**

- 1.1. If you buy goods on our site you agree to be legally bound by this contract.
- 1.2. You may only buy good from our site for non-business reasons.
- 1.3. This contract is only available in English. No other languages will apply to this contract.
- 1.4. When buying any goods you also agree to be legally bound by:
  - 1.4.1. our website terms and conditions [and any documents referred to in them];
  - 1.4.2. extra terms which may add to, or replace some of, this contract. This may happen for eg, security, legal or regulatory reasons. We will contact you to let you know if we intend to do this by giving you one month's notice. You can end this contract at any time by giving one month's notice if we tell you extra terms apply; and
  - 1.4.3. specific terms which apply to certain goods. If you want to see these specific terms, please visit the relevant webpage for the goods or at any time during the online checkout process.

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

## **2. INFORMATION WE GIVE YOU**

- 2.1. 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:
  - 2.1.1. click on the 'key information button';
  - 2.1.2. read the acknowledgement email (see clause 4.2.1); or
  - 2.1.3. contact us using the contact details at the top of this page.
- 2.2. The key information we give you by law forms part of this contract (as though it is set out in full here).
- 2.3. 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.

### 3. **YOUR PRIVACY AND PERSONAL INFORMATION**

- 3.1. Our "**Privacy Policy**" is available at <https://remorasucks.com/privacy-policy/>.
- 3.2. Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

### 4. **ORDERING GOODS FROM US**

- 4.1. Below, we set out how a legally binding contract between you and us is made.
- 4.2. You place an order on the site by following instructions on <https://remorasucks.com>. 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.
  - 4.2.1. When you place your order at the end of the online checkout process (eg when you click on the 'place order' button, we will acknowledge it by email. This acknowledgement does not, however, mean that your order has been accepted.
  - 4.2.2. 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.
  - 4.2.3. We will only accept your order when we email you to confirm this ("**Confirmation Email**"). At this point:
    - (a) a legally binding contract will be in place between you and us; and
    - (b) we will dispatch the goods to you.

- 4.3. If you are under the age of 18 you [may OR may not] buy any goods from the site. [You may not be able to buy certain goods because you are too young. These are set out on the relevant webpage for the goods.]

### 5. **RIGHT TO CANCEL THIS CONTRACT**

- 5.1. You have the right to cancel this contract within 14 days without giving any reason.
- 5.2. The cancellation period will expire after 14 days from the date of purchase.

- 5.3. 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.

<p><b>Cancellation form</b></p> <p>To: Remora Design &amp; Innovation Ltd, 1 Trinity Gardens, Broad Chare, Newcastle upon Tyne, NE1 2HF. Email: talkto@remorasucks.com:</p> <p><i>I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/the supply of the following service [*],</i></p> <p><i>Ordered on [*/received on [*],</i></p> <p><i>Name of consumer(s),</i></p> <p><i>Address of consumer(s),</i></p> <p><i>Signature of consumer(s) (only if this form is notified on paper),</i></p> <p><i>Date</i></p> <p><i>[*] Delete as appropriate</i></p>
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- 1.4. 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.

## 6. EFFECTS OF CANCELLATION

- 6.1. If you cancel this contract, 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).
- 6.2. 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.
- 6.3. We will make the reimbursement without undue delay, and not later than:
- 6.3.1. 14 days after the day we received back from you any goods supplied; or
  - 6.3.2. (if earlier) 14 days after the day you provide evidence that you have returned the goods; or
  - 6.3.3. if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.
- 6.4. 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.
- 6.5. If you have received goods:
- 6.5.1. you shall send back the goods or hand them over to us 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. The deadline is met if you send back the goods before the period of 14 days has expired];

6.5.2. you will have to bear the direct cost of returning the goods. The cost is estimated at a maximum of approximately £20; and

6.5.3. 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.

## 7. **DELIVERY**

7.1. We use DPD to deliver our goods. If you want to see your delivery options, visit our webpage before you place your order.

7.2. The estimated date and 1-3 hour time window for delivery of the goods is set out in the Confirmation Email (see clause 4.2.3).

7.3. If something happens which:

7.3.1. is outside of our control; and

7.3.2. affects the estimated date of delivery;

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

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

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

7.5.1. let you know;

7.5.2. cancel your order; and

7.5.3. give you a refund.

7.6. If nobody is available to take delivery, please contact the delivery agent.

7.7. 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.

7.8. We do deliver to British Forces Post Office (BFPO) addresses (although please check that you are allowed to receive the goods at your BFPO address as some goods are restricted or prohibited).

7.9. We may deliver your goods in instalments. You will be notified during the online checkout process.

## 8. **PAYMENT**

8.1. We use Stripe for processing online payment. Stripe accept most major credit/debit cards. We do not accept cash.

8.2. We will do all that we reasonably can to ensure that all of the information you give us when paying for the goods is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on our part, any failure by us to comply with this contract or our Privacy Policy (see clause 3) or breach by us of our duties under applicable laws 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.

- 8.3. Your credit card or debit card will only be charged when the goods are dispatched.
- 8.4. All payments by credit card or debit card need to be authorised by the relevant card issuer. We may also need to use extra security steps via:
  - 8.4.1. Verified by Visa; or
  - 8.4.2. Mastercard®SecureCode™; or
  - 8.4.3. American Express SafeKey.
- 8.5. If your payment is not received by us and you have already received the goods, you:
  - 8.5.1. must pay for such goods within 30; or
  - 8.5.2. 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.
- 8.6. 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.
- 8.7. Nothing in this clause affects your legal rights to cancel the contract during the 'cooling off' period under clauses 5 and 6.
- 8.8. The price of the goods:
  - 8.8.1. is in pounds sterling (£)(GBP);
  - 8.8.2. includes VAT at the applicable rate; and
  - 8.8.3. does not include the cost of:
    - (a) delivering the goods (if you want delivery options and costs, visit our webpage before you place your order)

## 9. **NATURE OF THE GOODS**

- 9.1. The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'), for example, the goods:
  - 9.1.1. are of satisfactory quality;
  - 9.1.2. are fit for purpose;
  - 9.1.3. match the description, sample or model; and
  - 9.1.4. are installed properly (if we install any goods).
- 9.2. We must provide you with goods that comply with your legal rights.

- 9.3. The packaging of the goods may be different from that shown on the site.
- 9.4. While we try to make sure that:
- 9.4.1. all weights, sizes and measurements set out on the site are as accurate as possible, there may be a small tolerance of up to 3% in such weights, sizes and measurements in the following goods: Remora goods; and
  - 9.4.2. the colours of our goods are displayed accurately on the site, the actual colours that you see on your computer may vary depending on the monitor that you use.
- 9.5. Any goods sold:
- 9.5.1. at discount prices;
  - 9.5.2. as remnants; or
  - 9.5.3. as substandard;

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

- 9.6. 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:
- 9.6.1. we will let you know if we intend to do this but this may not always be possible; and
  - 9.6.2. 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.

## 10. **FAULTY GOODS**

- 10.1. 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 some of your key rights. For more detailed information on your rights and what you should expect from us, please:
- 10.1.1. visit our webpage: <https://remorasucks.com>;
  - 10.1.2. contact us using the contact details at the top of this page; or
  - 10.1.3. visit the Citizens Advice website [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk) or call 03454 04 05 06.
- 10.2. 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.
- 10.3. Please contact us using the contact details at the top of this page, if you want:
- 10.3.1. us to repair the goods;
  - 10.3.2. us to replace the goods;
  - 10.3.3. a price reduction; or
  - 10.3.4. to reject the goods and get a refund.

## 11. **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.

## 12. **LIMIT ON OUR RESPONSIBILITY TO YOU**

12.1. Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for:

12.1.1. losses that:

- (a) were not foreseeable to you and us when the contract was formed; or
- (b) that were not caused by any breach on our part;

12.1.2. business losses; and

12.1.3. losses to non-consumers.

## 13. **DISPUTES**

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

13.2. If you are unhappy with:

13.2.1. the goods;

13.2.2. our service to you; or

13.2.3. any other matter,

please contact us as soon as possible.

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

13.3.1. let you know that we cannot settle the dispute with you; and

13.4. give you certain information required by law about our alternative dispute resolution provider which is run by Retail ADR. <https://www.retailadr.org.uk/>.

13.5. If you want to take court proceedings, the courts of the part of the United Kingdom in which you live will have non-exclusive jurisdiction in relation to this contract.

13.6. The laws of England and will apply to this contract.

## 14. **THIRD PARTY RIGHTS**

No one other than a party to this contract has any right to enforce any term of this contract. [However, if a person acquires the goods lawfully from you, you may transfer our guarantee to that person. This also applies where we have provided services in respect of an item you have transferred.]