

**Please read the following important terms and conditions before you buy anything on our site.**

**Summary of some of your key rights:**

*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 the Skip beatz business; 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 [shop@skipbeatz.com](mailto:shop@skipbeatz.com).

**Who are we?**

*We are a sole trader in England and Wales based at High Street, Raunds, Northamptonshire NN9 6HT.*

*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 goods 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 our website terms and conditions and any documents referred to in them.

**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 Look at the summary of key rights above.

- 2.1.2 read the acknowledgement email (see clause 3.2.1); 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 Ordering goods from us**

- 3.1 Below, we set out how a legally binding contract between you and us is made.
- 3.2 You place an order on the site by entering your details and paying for the goods. 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.
  - 3.2.1 When you place your order at the end of the online checkout process (eg when you click on the 'pay now' button), we will acknowledge it by email. This acknowledgement does not, however, mean that your order has been accepted.
  - 3.2.2 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.
  - 3.2.3 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.
- 3.3 If you are under the age of 18 you may buy any goods from the site.

### **4 Right to cancel this contract**

- 4.1 You have the right to cancel this contract within 14 days without giving any reason provided that the goods are in exactly the same condition as when received by you.
- 4.2 The cancellation period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.
- 4.3 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 or email). You can use the model cancellation form set out below, but it is not obligatory. Alternatively, email [shop@skipbeatz.com](mailto:shop@skipbeatz.com).

#### **Cancellation form**

*To Skip Beatz, High Street, Raunds, Northamptonshire NN9 6HT or [shop@skipbeatz.com](mailto:shop@skipbeatz.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*

4.4 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.

## **5 Effects of cancellation**

5.1 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).

5.2 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.

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

5.3.1 14 days after the day we received back from you any goods supplied; or

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

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

5.4 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.

5.5 If you have received goods:

5.5.1 you shall send back the goods, 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.

5.5.2 you will have to bear the direct cost of returning the goods. The cost is estimated at a maximum of approximately £3.

5.5.3 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.

## **6 Delivery**

6.1 We use the Royal Mail 48 to deliver our goods.

6.2 The estimated date for delivery of the goods is set out in the Confirmation Email (see clause 3.2.3) and should be within two to three working days of you placing the order.

6.3 If something happens which:

6.3.1 is outside our control; and

6.3.2 affects the estimated date of delivery;

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

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

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

6.5.1 let you know;

6.5.2 cancel your order; and

6.5.3 give you a refund.

6.6 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.

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

## **7 Payment**

7.1 We accept Paypal and the following credit cards and debit cards: Mastercard, Visa and Amex. We do not accept cash.

- 7.2 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 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.
- 7.3 Your credit card or debit card will only be charged when the goods are dispatched.
- 7.4 All payments by credit card or debit card need to be authorised by the relevant card issuer.
- 7.5 If your payment is not received by us and you have already received the goods, you:
- 7.5.1 must pay for such goods within 30 days; or
  - 7.5.2 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.
- 7.6 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.
- 7.7 Nothing in this clause affects your legal rights to cancel the contract during the 'cooling off' period under Clauses 4 and 5.
- 7.8 The price of the goods:
- 7.8.1 is in pounds sterling (£)(GBP);
  - 7.8.2 includes VAT at the applicable rate; and
  - 7.8.3 includes the cost of delivering the goods.

## **8 Nature of the goods**

- 8.1 The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'), for example, the goods:
- 8.1.1 are of satisfactory quality;
  - 8.1.2 are fit for purpose;
  - 8.1.3 match the description, sample or model; and
  - 8.1.4 are installed properly (if we install any goods).
- 8.2 We must provide you with goods that comply with your legal rights.
- 8.3 The packaging of the goods may be different from that shown on the site.
- 8.4 While we try to make sure that:
- 8.4.1 all weights, sizes and measurements set out on the site are as accurate as possible, there may be a small tolerance of up to 1% in such weights, sizes and measurements; and
  - 8.4.2 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.
- 8.5 Any goods sold:
- 8.5.1 at discount prices;
  - 8.5.2 as remnants; or
  - 8.5.3 as substandard;
- will be identified and sold as such. Please check that they are of a satisfactory quality for their intended use.

## **9 Faulty goods**

9.1 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:

9.1.1 visit our webpage;

9.1.2 contact us using the contact details at the top of this page; or

9.1.3 visit the Citizens Advice website [www.citizensadvice.uk](http://www.citizensadvice.uk) or call 03454 04 05 06.

9.2 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.

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

9.3.1 us to repair the goods;

9.3.2 us to replace the goods;

9.3.3 a price reduction; or

9.3.4 to reject the goods and get a refund.

## **10 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.

## **11 Limit on our responsibility to you**

11.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury), we are not legally responsible for:

11.1.1 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;

11.1.2 business losses; and

11.1.3 losses to non-consumers.

## **12 Disputes**

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

12.2 If you are unhappy with:

12.2.1 the goods;

12.2.2 our service to you; or

12.2.3 any other matter;

please contact us as soon as possible.

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

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

12.3.2 give you certain information required by law about our alternative dispute resolution (ADR) provider. You may also use the online dispute resolution (ODR) platform to resolve the dispute with us. For more details, please visit the website on the 'Your Europe' portal: <https://webgate.ec.europa.eu/odr>.

12.4 If you want to take court proceedings, the relevant courts of the United Kingdom will have exclusive jurisdiction in relation to this contract.

12.5 Relevant United Kingdom law will apply to this contract.

**13 Third party rights**

No one other than a party to this contract has any right to enforce any term of this contract.