

Our terms

1. These terms

1.1. What these terms cover. These are the terms and conditions on which we supply products that you may order from 1882 Ltd. through our website.

1.2. Why you should read them. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

1.3. Are you a business customer or a consumer? These terms are only applicable when you are purchasing products from 1882 Ltd. as a consumer. You are a consumer if:

- You are an individual.
- You are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

2. Information about us and how to contact us

2.1. cc Who we are. We are 1882 Ltd. a company registered in England and Wales. Our company registration number is 05815062 and our registered office is at Wedgwood, Wedgwood Drive, Barlaston, Stoke On Trent, England, ST12 9ER. Our registered VAT number is GB119 6415 11.

2.2. How to contact us. You can contact us by writing to us at hello@1882ltd.com or 1882 Ltd, Wedgwood, Wedgwood Drive, Barlaston, Stoke on Trent, ST12 9ER.

2.3. How we may contact you. If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4. "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

3. Our contract with you

3.1. How we will accept your order. Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.

3.2. If we cannot accept your order. If we are unable to accept your order, we will inform you of this and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have agreed that we may obtain does not meet our minimum requirements, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.

3.3. Your order number. We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

4. Our products

4.1. Products may vary slightly from their pictures. The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours, glazing and any other features characteristic of the product accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images.

4.2. Product packaging may vary. The packaging of the product may vary from that shown in images on our website.

5. Your rights to make changes

If you wish to make a change to the product you have ordered, please contact us. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

6. Our rights to make changes

6.1. Minor changes to the products. We may change the product:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements. These changes will not affect your use of the product.

7. Providing the products

7.1. Delivery costs. The costs of delivery will be as displayed to you on our website.

7.2. When we will provide the products.

- (a) During the order process we will let you know when we will provide the products to you.
- (b) We will deliver the products to you as soon as reasonably possible – usually within 5 days after the day on which we accept your order.

7.3. We are not responsible for delays outside our control. If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact

us to end the contract and receive a refund for any products you have paid for but not received.

- 7.4. If you are not available when the product is delivered.** If no one is available at your address to take delivery our logistics provider will leave you a note informing you of how to rearrange delivery. You may have the option of collecting the products from a nearby location, but this is not guaranteed in every case.
- 7.5. If you do not re-arrange delivery.** If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for costs relating to the further management of the delivery process and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 10.2 will apply.
- 7.6. When you become responsible for the products.** A product will be your responsibility from the time we deliver the product to the address you gave us.
- 7.7. When your ownership of products you buy begins.** You own a product from the point at which we despatch the products ordered to you but please note that should you subsequently exercise your rights to return any product you shall be deemed to have waived your ownership interest at that time.
- 7.8. Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product to:
- (a) deal with technical problems or make minor technical changes; or
 - (b) update the product to reflect changes in relevant laws and regulatory requirements.
- 7.9. Your rights if we suspend the supply of products.** You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 28 days and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.
- 8. Your rights to cancel the contract**
- 8.1. You are entitled to cancel your contract with us.** Your rights when you cancel the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing, when you decide to end the contract and whether you are a consumer or business customer:
- (a) **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the product repaired or replaced or to get some or all of your money back), **please see** clause 12;
 - (b) **If you want to cancel the contract because of something we have done or have told you we are going to do, please see** clause 8.2;

- (c) **If you are a consumer and have just changed your mind about the product, please see clause 8.3.** You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any products;
- (d) **Please note that you are unable to cancel the contract, should the products purchased be bespoke or commissioned pieces, unless there is an agreement to this effect in place between 1882 Ltd. and the Designer and we have agreed that you can benefit from that arrangement.**

8.2. Cancelling the contract because of something we have done or are going to do. If you are cancelling a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming change to the product or these terms which you do not agree to;
- (b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the products may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the products for technical reasons, or notify you we are going to suspend supply for technical reasons, in each case for a period of more than 28 days; or
- (e) you have a legal right to end the contract because of something we have done wrong.

8.3. Exercising your right to change your mind (Consumer Contracts Regulations 2013). You have a legal right to change your mind within 14 days and receive a refund. We offer longer as explained below. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

8.4. Our goodwill guarantee for consumers. Please note, these terms reflect the goodwill guarantee offered by 1882 Ltd. which is more generous than your legal rights under the Consumer Contracts Regulations in the ways set out below. This goodwill guarantee does not affect your legal rights in relation to faulty or misdescribed products (please see clause 12.1):

Right under the Consumer Contracts Regulations 2013	How our goodwill guarantee is more generous
14 day period to change your mind.	30 day period to change your mind.

8.5. How long do consumers have to change their minds? As a consumer how long you have to change your mind depends on what you have ordered and how it is delivered.

- (a) You have 30 days after the day you (or someone you nominate) receives the products, **unless:**
- (i) **The products you have purchased are split into several deliveries over different days.** In this case you have until 30 days after the day you (or someone you nominate) receives the last delivery.
 - (ii) **Your products are for regular delivery over a set period under a subscription arrangement.** In this case you have until the 30th day after the day you (or someone you nominate) receives the first delivery of the products.

9. How to cancel the contract with us (including when you have changed your mind)

9.1. Inform us you want to cancel the contract. To cancel the contract with us, please contact us by email. Email us at hello@1882ltd.com. Please provide your name, home address, details of the order and, where available, your phone number and email address.

9.2. Returning products after cancelling the contract. If you cancel the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must post them back to us at 1882 Ltd, Wedgwood, Wedgwood Drive, Barlaston, Stoke on Trent, ST12 9ER. We may be able to arrange for collection from you or a local collection point. Please email us at hello@1882ltd.com for a return label or to arrange collection. If you are a consumer exercising your right to change your mind you must send off the products within 14 days of telling us you wish to cancel the contract.

9.3. When we will pay the costs of return. We will pay the costs of return:

- (a) if the products are faulty or misdescribed;
- (b) if you are cancelling the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong; or
- (c) if you are a consumer exercising your right to change your mind.

In all other circumstances you must pay the costs of return.

9.4. What we charge for collection. If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection. We will advise you the current applicable charges on request.

9.5. How we will refund you. If you are entitled to a refund under these terms, we will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

9.6. When we may make deduction from refunds if you are exercising your right to change your mind. If you are exercising your right to change your mind:

- (a) We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the products, if this has been caused by your handling them in a way which would not be permitted in a shop. Please see our Returns page at <https://1882ltd.com/returns-policy/> for information about what handling is acceptable and examples]. If we refund you the price paid before we are able to inspect the products and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.
- (b) The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

9.7. When your refund will be made. We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind then:

- (a) If we have not offered to collect products to be returned, your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For information about how to return a product to us, please see clause 9.2.
- (b) In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

10. Our rights to cancel the contract

10.1. We may end the contract if you break it. We may cancel the contract for a product at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due; or
- (b) you do not, within a reasonable time, allow us to deliver the products.

10.2. You must compensate us if you break the contract. If we cancel the contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

11. If there is a problem with the product

How to tell us about problems. If you have any questions or complaints about the product, please contact us. You can write to our customer service team at hello@1882ltd.com or 1882 Ltd, Wedgwood, Wedgwood Drive, Barlaston, Stoke on Trent, ST12 9ER].

12. Your rights in respect of defective products

- 12.1. Under consumer laws we are under a legal duty to supply products that are in conformity with this contract. Please see the box below for a summary of your key legal rights in relation to the products. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

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 your legal rights entitle you to the following:

a) Up to 30days: if your goods are faulty, then you can get an immediate refund.

b) Up to six years: if your goods do not last a reasonable length of time, you may be entitled to some money back.

Please also see clause 8.3.

- 12.2. **Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products, you must either return them by post back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please call customer services on 0203 0028 023 or email us at hello@1882ltd.com.

13. Price and payment

- 13.1. **Where to find the price for the product.** The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. However, please see clause 13.3 for what happens if we discover an error in the price of the product you order.
- 13.2. **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- 13.3. **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing

error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any products provided to you.

- 13.4. When you must pay and how you must pay.** We accept payment with all major credit cards. Your card will be charge with the payment due at the point at which you confirm your order.
- 13.5. We can charge interest if you pay late.** If you authorise a charge back to your card without our knowledge and agreement, we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Nat West from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 13.6. What to do if you think an invoice is wrong.** If you think an invoice is wrong, please contact us promptly to let us know.
- 14. Our responsibility for loss or damage suffered by you**
- 14.1. We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 14.2. We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products and for defective products under the Consumer Protection Act 1987.
- 14.3. We are not liable for business losses.** As you are purchasing as a consumer, we only supply the products for to you for domestic and private use. If you use the products for any commercial, business or re-sale purpose our liability to you will be limited as set out in these terms and conditions.
- 15. How we may use your personal information**
- 15.1. How we will use your personal information.** We will only use your personal information as set out in our Privacy Policy which can be found on <https://1882ltd.com/boring-stuff/privacy-policy/>.

16. Other important terms

- 16.1. We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract
- 16.2. You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. However, if you are a consumer you may transfer our guarantee at clause 8.4 to a person who has acquired the product or, where the product is services, any item or property in respect of which we have provided the services. We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the relevant item or property.
- 16.3. Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in clause 16.2 in respect of our guarantee. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 16.4. If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 16.5. Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you, but we continue to provide the products, we can still require you to make the payment at a later date.
- 16.6. Which laws apply to this contract and where you may bring legal proceedings if you are a consumer.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.
- 16.7. Alternative dispute resolution if you are a consumer.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are a consumer and are not happy with how we have handled any complaint, we may offer to engage an alternative dispute resolution provider to help us resolve the matter.

- 16.8. **Which laws apply to this contract and where you may bring legal proceedings if you are a business.** If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.



1. Model Cancellation Form for consumer customers

(Complete and return this form only if you wish to withdraw from the contract)

To: 1882 Ltd., Wedgwood, Wedgwood Drive, Barlaston, Stoke on Trent, ST12 9ER.

This form may be emailed to: hello@1882ltd.com

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following products:

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

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