

TERMS AND CONDITIONS OF THE HAMPSHIRE REFILLERY.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ORDERING ANY PRODUCTS FROM OUR SITE.

This document explains the terms and conditions on which we will supply to you the products (Products) listed on our website (The Site) via our delivery services (Services).

“Company”, “We” “Us” means The Hampshire Refillery.

“Contract” means the agreement between the Company and the Customer for the sale and purchase of the Products in accordance with these Terms and Conditions.

“Customer” “You” means any person, firm, company or other legal entity which places an order or is deemed to act on behalf of, or represents, the Customer.

“Product” means a Product which is part of the Company’s standard range of products which are available for sale on the Company’s website and official social media channels.

1. Contract.

- 1.2 You understand and accept that by ordering any of our Products through this delivery service, you accept that the responsibility for fulfilling the obligations under this Contract rests solely with you and cannot be transferred to a third party. By placing an order through our site, you warrant that:
- a) you are legally capable of entering into binding contracts; and
 - b) you are at least 18 years old; and
 - c) you are resident at the delivery address and that the delivery address is in one of the service areas; and
 - d) you have read, understand and accept these Terms and Conditions.
- 1.3 The Contract is subject to availability of stock and the Company reserves the right to vary or alter the specification of Products without notice unless otherwise agreed in writing with the Customer. All changes to stock availability will be updated on our social media pages regularly.
- 1.4 Any drawings or descriptions on the Company’s website are produced for the sole purpose of giving an approximate idea of the Products. They shall not form part of the Contract or have any contractual force.
- 1.5 Our service is only intended for use by people residing in the United Kingdom in the postcode areas currently covered by the service (full details are provided on our website) Unfortunately, we cannot accept orders for delivery outside of these areas. Please ensure that your address is covered by the delivery area before you place any order.

2. The Service

- 2.1 The Hampshire Refillery provides a domestic doorstep refill service for non-perishable Products as listed on the website and social media pages, using the Customer’s own containers, for certain areas as specified in clause 1.5 above. Perishable products are available via our pop-up stalls in locations advised on the website and social media pages.
- 2.2 Each container will be returned with a label noting the product type. Details of the shelf life and storage instructions of each Product are provided on the website and the Customer accepts responsibility for ensuring that they use and store the Product in line with the guidance given and that they dispose of any unused Product at the appropriate date.
- 2.3 Deliveries for each postcode area are made on a designated day as specified on our website and subject to a minimum of ten orders being placed for that location. We reserve the right to cancel any planned delivery should the minimum number of orders not be received. Full details of the delivery dates and areas are available on the website.

- 2.4 Deliveries outside of the published schedule may be possible, but at our sole discretion and subject to additional delivery costs. Please contact us by email for costs and availability.
- 2.5 All orders are subject to a minimum order quantity of two items and all containers supplied will be fully filled and charged accordingly. Partial filling of any container is only available at our pop-up events.
- 2.6 Orders for the scheduled delivery day must be placed by the Customer by 7pm the night before using the order forms available on the website or designated social media groups. You must ensure that the order form is submitted by pressing the 'submit order' button embedded within the form and not via any third party pages or order forms. You must provide a nominated collection and drop off point when placing the order and ensure that this nominated point is safe, suitable, easily accessible and secure.
- 2.7 Orders not placed by the designated cut off time will not be accepted.
- 2.8 Upon receipt of an order, we will send an order acknowledgement by email and advise of any Products that may be unavailable. Substitutions may be offered at this stage but will not be added to the order unless agreed by you.
- 2.9 Suitable, empty containers for each product ordered must be made available at the nominated collection point by 6am on the day of delivery. If the containers are not available when we arrive to collect, then the order will be deemed cancelled.
- 2.10 Suitable containers are deemed to be of sufficient size, empty, clean, undamaged, with unbroken and working seals. You accept full responsibility for ensuring that the containers provided are fit for purpose, that any re-used containers continue to be serviceable and that you provide containers in sufficient quantities for the Products you have ordered. We reserve the right to reject any container that we deem unsuitable.
- 2.11 Should an insufficient number of containers be left at the collection point, the order will be fulfilled to the best of our ability and we accept no liability for any complaints arising from short delivery in this situation. You will only be required to pay for Products provided but we reserve the right to decide which items on the order to fulfil based on the containers provided.
- 2.12 We will fill the collected containers and send a payment link for the order value to you based on the quantity or volume of Products used. Payment must be made using this link and must be made no later than 6pm on the day of delivery. Delivery will be made to the nominated drop off point after 6pm on the scheduled delivery day assuming that payment has been made in time. Failure to pay by 6pm will result in late delivery which may not then be on the designated day and may therefore be subject to additional delivery charges.
- 2.13 Due to the short turn around between order and delivery, we are unable to accommodate amendments to any order after the collected containers have been refilled and the confirmation email and payment link has been sent. Any query regarding an order or planned delivery should be made by email to nat@thehampshirerefillery.co.uk. Cancellation of any order will only be accepted in exceptional circumstances, at our sole discretion and may be subject to admin or processing charges.
- 2.14 Orders may be placed in advance of the scheduled delivery date (for example if a customer intends to be away when delivery is due) but collection of the containers will take place as usual the night before, unless a specific arrangement has been made with Us. You must therefore ensure that the collection area is suitable to protect the containers until we collect them. You accept that the responsibility rests with you to ensure that the containers are available at the required time and that any costs incurred by us as a result of them not being available will be payable by you.
- 2.15 We reserve the right to refuse further orders placed by any customer who repeatedly fails to comply with clauses 2.9 and 2.12.

3. Availability and Delivery

- 3.1 Delivery will be deemed completed when we, or our representative, deliver the Products to the nominated drop off point.

- 3.2 The nominated drop off point specified by you must be within the area of the delivery address and must be accessible to the courier. We will endeavour to follow any delivery instructions you provide but this cannot be guaranteed.
- 3.3 You are fully responsible for ensuring that the nominate drop off point is safe, secure and suitable. We are not obliged to review the drop off point as to its general suitability.
- 3.4 If your nominated collection and drop off point is found to be inaccessible or unavailable, then the delivery will be returned to us and deemed failed. We accept no liability for any failure to deliver in these circumstances and no refund will be offered. No further delivery will be automatically arranged. You may contact us to rearrange delivery but this may be subject to additional charges.

4. Risk and Title

- 4.1 Once the delivery is completed, according to clause 3.1, the risk of any damage to, or loss of, the Products rest with you. We will not be held liable for any damage, defect or loss which may occur after delivery has been completed.

5. Price and Payment

- 5.1 The price of the Products and any delivery charges will be as quoted on our site or social media pages and may be subject to change from time to time.
- 5.2 We may, from time to time, offer discounts and promotions for our Products but at all other times, the prices quoted on the website and social media platforms are standard and not subject to variance, discounts or concessions of any kind.
- 5.3 Product prices include VAT.
- 5.4 Product prices and delivery charges are liable to change at any time, but changes will not affect orders for which we have already sent you a Dispatch Confirmation.
- 5.5 Delivery charges are not included in the Product prices displayed and will be advised with the order acknowledgment and payment request.
- 5.6 Payment for all Products and Services must be made via the iZettle payment link provided by The Hampshire Refillery. Payment cannot be made by any other means.
- 5.7 iZettle is a third party card service provider and the Hampshire Refillery receives and retains no details of your card details when you use this service. iZettle's privacy policy can be viewed here <https://www.izettle.com/gb/privacy-policy>

6. Warranty and Intellectual Property Rights

- 6.1 Any Product purchased from us through our site will, on delivery, conform with its description, be of satisfactory quality, and be reasonably fit for all the purposes for which products of that kind are commonly supplied.
- 6.2 All Products comply with all relevant UK legislation in force at the point of order.
- 6.3 The Customer agrees that any Products supplied by us will not be subject to resale or incorporation into another product by them or any third party acting as their representative or deemed to be acting on their behalf.
- 6.4 We are the owner or the licensee of all intellectual property rights in our site, whether registered or unregistered, and in the material published on it. These works are protected by copyright laws and all such rights are reserved.
- 6.5 You must not use any part of our copyright materials for commercial purposes.
- 6.6 If you post comments on the Products or Services to any website, blog or social media network (Commentary) you must ensure that such Commentary represents your fairly-held opinions.

7. Complaints

- 7.1 The Customer must check that the quantity and specifications of Products delivered correspond with the order acknowledgement immediately after delivery, or no later than 24 hours after delivery.
- 7.2 Claims in respect of missing, incomplete or damaged products reasonably visible on inspection must be made to the Company within 24 hours of the time of the delivery. You

must retain the damaged Products for inspection and collection by the Hampshire Refillery. Full or partial refund will only be considered if this clause is complied with and refund will only be made via iZettle to the originating card.

7.3 Complaints should be made by email to nat@thehampshirerefillery.co.uk.

8. Our liability

8.1 The Company's liability is limited to replacing the whole or any part of the respective Product or, at our sole discretion, refunding the purchase price in full or part. Our total liability to you will not, under any circumstances, exceed the value of the single order to which the Contract relates.

8.2 The Company shall not be liable for any losses, expenses, claims or damages suffered or incurred by the Customer (or any third party):

- a) If they arise due to any damage or defect in a Product which was caused by its unsatisfactory storage, treatment, handling or any act or omission on the part of the Customer or their representatives;
- b) Where the designated delivery point is inaccessible, unsafe or insecure;
- c) Where a delivery is cancelled due to the minimum number of orders required for the area on that delivery date not being achieved;
- d) Where an order has been submitted through a third party or other unofficial channel;
- e) Where an order has been submitted by a Customer for an address not covered by the postcode area specified;
- f) Where suitable or sufficient containers have not been provided by the Customer;
- g) Where payment has not been made by the Customer within the time frame prescribed in clause 2.12 above);
- h) Where the Customer has not calculated and abided by the expiry date provided at point of order;
- i) Where the Customer has not disposed of the Product when the expiry date arrives;
- j) Where the damage or defect ought reasonably to have been noticeable at the time of delivery, and the damage or defect is not reported to us in accordance with section 7;
- k) Claims not notified to the Company within 24 hours or, if later, when the Customer became aware, or ought reasonably to have become aware, of the claim.

9. Data Protection

9.1 The Hampshire Refillery has in place all reasonable security measures to protect against the loss, corruption or unlawful or unauthorised use of any confidential information and personal data supplied by the Customer.

9.2 The Company will never sell or otherwise pass on your contact details to any other company or third party, unless required to do so by law. When you contact us, your details may be retained to assist with your order and your details will be used for correspondence. Personal details contained on each order will be retained for 30 days and then deleted although the order history will be held to allow for the easy provision of future Products.

9.3 We may from time to time wish to use your details for marketing purposes (ie, a written testimonial for the Products that you may have offered) but your express permission will be sought for this and only details pertinent to the comments will be used.

9.4 Please refer to our Privacy notice for further details (add link here).

10. Force Majeure

10.1 The Company will be entitled to delay or cancel delivery if it is prevented or hindered or delayed through any circumstances beyond its control including but not limited to strikes, extreme weather conditions, accidents or breakdowns. We will make every effort to remedy the situation as quickly as possible and will ensure that you are kept fully informed of any issues arising from such circumstances.

11. Variations to these Terms and Conditions

11.1 We reserve the right to revise and amend these terms and conditions from time to time. Any amendments to the terms and conditions will be posted to our website and you will be subject to the policies and terms and conditions in force at the time that you order Products from us.

12. Termination of the contract by The Company

12.1 We will not tolerate aggressive or rude behaviour, racism, nationalism; sexism, homophobia or ageism directed towards us or our representatives and reserve the right to terminate the Contract at any time in this event. We will accept no liability for any losses or costs incurred by you in the event of termination by us under this clause.

13. Health and safety

13.1 We will make every effort to that the Company and our representatives take every care on your property to ensure that they incur no injuries and cause no damage.

13.2 You agree that it is your responsibility to ensure that the nominated drop off point is safe, easily accessible, secure and that the Company or our representatives are not in danger from any roaming animals or any other perceived hazard.

13.3 We reserve the right to refuse to enter the premises or nominated collection and drop off area if we or our representatives feel that our personal safety is compromised and to not accept any future orders to that same address. We reserve the right to take photographs of any deemed hazards as evidence of this decision. We also reserve the right to contact the relevant authority if we feel that the situation demands it.

13.4 In the unlikely event that damage to the your property occurs as a result of our entry to the property then a complaint must be made in writing within 24 hours of the visit and we must be given the opportunity to inspect any alleged damage before any consideration can be given to reparation. We accept no liability for any costs incurred by you in the event that a third party is engaged to effect any repairs before we are given the opportunity to address the claim.

14. General

14.1 Nothing in these Conditions affect the liability of either party or for death or personal injury caused by negligence or for fraudulent misrepresentation.

14.2 The Company will not be held liable for any for any failure in performing its obligations under this Agreement due to circumstances beyond its reasonable control.

14.3 The parties agree to submit to the Jurisdiction of the English Courts.