

SALE OF GIFT BOXES TERMS AND CONDITIONS

Where to find information about us and our gift boxes and application of terms

You can find everything you need to know about us, The Gift of Sleep and our gift boxes and services online at www.thegiftofsleep.uk

When you buy from us you are agreeing to do so on the basis of these terms.

We only accept orders when we've checked them

We will contact you to confirm we've received your order and then again to confirm in writing once we've accepted it.

Sometimes we reject orders

Sometimes we reject orders, for example, because a gift box is unexpectedly out of stock, because you are located outside our delivery areas, or because the gift box was mispriced by us. When this happens, we let you know as soon as possible and refund any sums you have paid.

Gift vouchers included in the gift boxes

Vouchers are valid one year, from the date of purchase of the gift box.

Vouchers cannot be used beyond the expiry date on the front of the voucher.

Vouchers cannot be exchanged for money.

If you lose your voucher, please get in touch as we have a record and copy of all vouchers issued.

We charge you when we accept your order and how to pay

You will legally own your gift box once we have received payment in full.

You can pay by credit/debit card.

We charge interest on late payments

If we're unable to collect any payment you owe us we charge interest on the overdue amount at the rate of 2% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You pay us the interest together with any overdue amount.

We pass on some increases in VAT

If the rate of VAT changes between your order date and the date we supply the gift box, we adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.

Delivery

We use Royal Mail to deliver your items to you.

Standard orders for within the United Kingdom should be delivered between 5-7 working days.. This excludes bank holidays and weekends, these days are additional. Delivery costs are set out on the website.

Please ensure all details are submitted correctly at the checkout point. In the event of any incorrect details being submitted, the customer will be held solely responsible for any further charges (re-delivery etc). Delays will occur if incorrect details are submitted.

We're not responsible for delays outside our control

If our supply of your gift box is delayed by an event outside our control such as postal strikes, pandemics, events of god etc, we will contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we won't compensate you for the delay, but if the delay is likely to be substantial you can contact us at Charlotte.Hillyard@thegiftofsleep.uk to end the contract and receive a refund for any gift boxes you have paid for, but not received, less reasonable costs we have already incurred.

Gift boxes can vary slightly from their pictures

A gift box's true colour may not exactly match that shown on your device or in our marketing or its packaging may be slightly different.

If you bought online you have a legal right to change your mind

Your legal right to change your mind. For our gift boxes bought online, you have a legal right to change your mind about your purchase and receive a refund of what you paid for it, including

the delivery costs within one day of purchase. This is subject to some conditions, as set out below.

Your legal rights	How our goodwill guarantee is more generous
14 days to change your mind online sales only.	14 days to change your mind from the date of delivery
You pay costs of return	We pay costs of return

When you can't change your mind. You can't change your mind about an order for gift boxes as they are personalised.

In addition, if you book but do not attend your one session during the 14 day period you will not be entitled to a refund. If you book but then cancel the session during the 14 day period, we will deduct a reasonable fee for admin reasons

The deadline for changing your mind. If you change your mind about a gift box you must let us know no later than 14 days after the day we deliver it.

How to let us know. To let us know you want to change your mind, contact us at Charlotte.Hillyard@thegiftosleep.uk

You have rights if there is something wrong with your gift box

If you think there is something wrong with your gift box you must contact us at Charlotte.Hillyard@thegiftosleep.uk to arrange a return. We honour our legal duty to provide you with gift boxes that are as described to you on our website and that meet all the requirements imposed by law. Your legal rights are summarised below. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.citizensadvice.org.uk.

Summary of your key legal rights

The Consumer Rights Act 2015 says goods (not including the gift voucher) must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your gift box your legal rights entitle you to the following:

- Up to 30 days: if your goods are faulty (the product in the gift box), then you can get a refund.
- Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- Up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

Returns. If you are exercising your legal right to change your mind you must return your gift box to us within 14 days of you telling us, you have changed your mind. If you are returning the gift box because it is damaged, you may return it to us at anytime.

Returns are at your own cost if you exercise your legal right to change your mind within 14 days and returns are at our cost if you are returning the gift box because it is damaged, and we accept that. Please also note that we only refund standard delivery costs. We don't refund any extra you have paid for express delivery or delivery at a particular time.

Please contact Charlotte.Hillyard@thegiftofsleep.uk in order to obtain the address to return the gift box back to and keep a receipt or other evidence from the delivery service that proves you have sent it and when you sent it. If you don't do this and we don't receive the goods at all or within a reasonable time, we won't refund you the price..

We reduce your refund if you have used or damaged a gift box. If you handle the gift box in a way which would not be acceptable, we reduce your refund, to compensate us for its reduced value. For example, we reduce your refund if the gift box's condition is not "as new", price tags have been removed, the gift box-branded packaging is damaged, or parts are missing. In some cases, because of the way you have treated the gift box, no refund may be due.

When and how we refund you. We will refund you as soon as possible after we receive and in any event within 14 days of receiving your return or for any other reason, within 14 days of confirming that we will offer you a refund. We don't charge a fee for the refund.

We can change gift boxes:

Changes we can always make. We can always change a gift box:

- to reflect changes in relevant laws and regulatory requirements

- to make minor technical adjustments and improvements. These are changes that don't affect your use of the gift box.

Changes to these terms. We have the right to revise and amend these terms and from time to time. You will be subject to the terms in force at the time that you order gift boxes from us, unless any change to those terms is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you).

We can end our contract with you

We can end our contract with you for a gift box and claim any compensation due to us if:

- you don't make any payment to us when it's due and you still don't make payment 7 days of our reminding you that payment is due; or
- you don't, within a reasonable time, either allow us to deliver the gift box to you or collect it from us. We don't compensate you for all losses caused by us or our gift boxes.

We're responsible for losses you suffer caused by us breaking this contract unless the loss is:

- **Unexpected.** It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).

Caused by a delaying event outside our control. As long as we have taken the steps set out in the section We're not responsible for delays outside our control.

- **Avoidable.** Something you could have avoided by taking reasonable action, including following our reasonable instructions for use.
- **A business loss.** It relates to your use of a gift box for the purposes of your trade, business, craft or profession

We use your personal data as set out in our Privacy Policy

How we use any personal data you give us is set out in our Privacy Policy.

You have several options for resolving disputes with us

Our complaints policy. Please contact us directly in the first instance and we will do our best to resolve your complaint.

Resolving disputes without going to court. Alternative dispute resolution is an optional process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. You can submit a complaint CEDR through their website at <https://www.cedr.com/>. If you're not satisfied with the outcome you can still go to court.

You can go to court. These terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

Other important terms apply to our contract

We can transfer our contract with you, so that a different organisation is responsible for supplying your gift box. We'll tell you in writing if this happens and we'll ensure that the transfer won't affect your rights under the contract.

Nobody else has any rights under this contract. This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

If a court invalidates some of this contract, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

Even if we delay in enforcing this contract, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.