



## Terms and Conditions of Sale (Print Friendly Version)

Yes, we know. Reading all this legal stuff probably isn't how you want to spend your time. But it's important that you understand your rights and the level of service you can expect, so please read on.

You should only order products if you feel comfortable in making a buying decision and agree with the terms and conditions below. If there's anything you're unsure of, please get in touch before you order.

By ordering from us you are agreeing to the Terms and Conditions of Sale which apply to the [shop.flickforkicks.com](http://shop.flickforkicks.com) website. We've written our policies to comply with the 'Consumer Contracts Regulations', the 'Consumer Right Act' and what we hope you agree is a fair way to do business.

Please read these terms carefully, and print and keep a copy of them for your reference.

### Definitions

"FlickForKicks", "Us", "We", means FlickForKicks Ltd., of Fleet Collective, Chamber Buildings, Panmure Street, Dundee, DD1 1EP, UK. that owns and operates [www.flickforkicks.com](http://www.flickforkicks.com)

"The Buyer", "You", "Your", means the individual or organisation who buys or agrees to buy the Goods from FlickForKicks.

"Contract" means the contract between FlickForKicks and The Buyer for the sale and purchase of Goods to which these Terms and Conditions of Sale apply;

"Goods" means the articles that You agree to buy from FlickForKicks;

"Terms and Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by FlickForKicks.

### About us

This website is owned and operated by FlickForKicks Ltd. based at Fleet Collective, Chamber Buildings, Panmure Street, Dundee, DD1 1EP, UK.

Company Number: SC431317

Registered in Scotland

If you need to contact us, please email [gareth@flickforkicks.com](mailto:gareth@flickforkicks.com) or call on +447891 676663 (UK mobile). Internet calls via Skype, are arranged on request through our website.

### Making a Contract with us

When you place an order with us, you are making an offer to buy goods. We will send you an email to confirm that we have received your order.

Taking payment does not indicate acceptance of your order. Once we have checked the price and availability of the goods, we will email you again to confirm that we accept your order, and that a contract has been made between us.

In the unlikely event that the goods are no longer available, or that we have made a pricing mistake, we will advise you of this. You will not receive an email confirming acceptance of your order, and there will be no contract between us. Where payment has been debited before the contract is formed, we will make a refund immediately.

### How to Place an Order

When placing an order through the website, a description of the technical steps required for you to complete the order process can be found on the "How to Place an Order" page on the website.

### Payment

The price of the goods are those set out on the FlickForKicks website or as provided in a quote in writing, including email. Delivery charges are excluded unless stated otherwise. A total price of the goods including delivery and any applicable VAT will be confirmed before you commit to buying. After you complete the



order process, a summary of your order will be sent to the email address you supply. Payment must be made in full before any goods are dispatched.

### **Delivery**

Your order will be delivered to the address specified in the order, unless otherwise agreed with us in writing prior to despatch.

#### **UK ORDERS**

UK orders will normally be delivered within 10 working days of acceptance of order with the exception of bespoke or made-to-order items, such as stadiums, which may take 3-6 weeks depending on your requirements. Please refer to product descriptions for the expected delivery times of specific items. We will confirm estimated production times and delivery date upon acceptance of your order.

#### **EU and INTERNATIONAL ORDERS**

EU and International orders will normally be delivered within 20 working days of acceptance of order, with the same exceptions as above for bespoke or made-to-order items. We will confirm estimated production times and delivery date upon acceptance of your order.

#### **DAY / TIME DEPENDANT DELIVERIES**

For delivery services where a particular time / date has been agreed, please make the necessary arrangements to be present to take delivery. Should you miss the delivery, it will be your responsibility to pay for any extra delivery costs or penalties charged by the delivery company. Where this payment is taken from us, we will invoice you for the same amount. Payment shall be due on receipt of invoice.

Where we agree to meet a specific delivery date, and where this date cannot be met, you will be notified and given the option to agree a new delivery date or receive a full refund.

While we make all reasonable endeavours to meet any agreed date for delivery, sometimes delays are caused by situations outwith our control. We will not be liable for any losses, costs, damages or expenses you or any third parties incur from failure to meet an estimated delivery date.

#### **OWNERSHIP**

Upon delivery of your order, to you or to someone you have nominated to accept the delivery (such as a neighbour), Title and risk in the products will pass to you.

If the goods are lost or damaged in transit, please let us know promptly.

### **Cancellation and Returns**

Our cancellation and returns policy does not apply to the following goods, which are exempt from the right to cancel:

- Bespoke stadiums (e.g. A non-standard size / colour /material)
- Products featuring bespoke artwork including personalisation
- Custom orders

#### **CANCELLATION**

You can cancel your contract at any time up to 14 working days after the day of delivery. To do this, please e-mail us, write to us, use the cancellation form on our website (a link is provided on your invoice) or by filling out the form at the end of this document.

You do not have to give any reason for cancellation. However a brief explanation will help us to improve the service and products we offer in the future, so please consider letting us know.

#### **RETURNS**

If you cancel, you must return the goods to us at your own expense within a further 14 days. You must ensure that the goods are packaged adequately to protect against damage.



If you fail to return the goods, we will collect them, and we'll charge you the direct cost of collection. If you fail to take reasonable care of the goods before they are returned to us, and this results in damage or deterioration, we will charge you for the reduction in value.

#### REFUNDS

From the day we receive the goods back, or receive evidence of the goods having been returned (such as a 'Proof of Posting' receipt from the Post Office), we will refund the amount owed to you within 14 days.

Where the value of the product has been reduced as a result of you handling the goods more than necessary, we have the right to make a deduction on the amount we return to you. You may handle the goods to the same extent of assessing them in a shop.

We will refund only the basic delivery cost of getting the goods to you. For example, enhanced services such as 'Guaranteed Next Day' delivery, will be refunded at the rate for regular post.

This cancellation policy does not affect your legal rights – for example, if goods are faulty or misdescribed.

#### DIGITAL DOWNLOADS

We will not supply digital downloads to you, within the 14 day cancellation period, unless you have given us your express consent that you want that to happen.

Once you start to download digital content, you lose your right to cancel.

If you do not give us consent, you must wait for the cancellation period to end before downloading digital content. This gives you time to make sure the digital content is what you want, before downloading.

#### Faulty Goods

We take great care in packaging your goods so they arrive in the described working order we send them in. However, you should inspect the goods immediately on delivery and let us know if there is a problem by calling us on +447891 676663, or emailing [flickforkicks@gmail.com](mailto:flickforkicks@gmail.com), within 14 working days after the date of delivery. If we can't resolve the problem and a return is required, we'll send instructions for our returns procedure and deal with the matter in accordance with your legal rights. If the goods are found to be faulty, you'll receive a full refund including delivery costs and return delivery costs. Where the fault or damage is found to be caused by you, we will charge you for the cost of fixing the damage and you will not receive return delivery costs.

#### Copyright

By supplying artwork to FlickForKicks Ltd for inclusion on our products, you are confirming that you have obtained the necessary authority and permissions to use the content.

We accept no responsibility in respect of any breaches of copyright infringement for supplied artwork. We will not be held accountable for any actions, proceedings, cost demands or claims rising from any such breach.

We reserve the right to refuse to use, publish, print or broadcast any visual or auditory information we consider obscene or morally unsuitable, or would infringe copyright, or which is libellous, offensive or illegal. You will be asked to provide an alternative to the material deemed inappropriate, unless strong justification can be given for its inclusion, in which case its use may be considered.

Unless otherwise agreed in writing, any information including but not limited to mock-ups, sketches, designs, approval copies, photographs or templates produced by FlickForKicks Ltd, is protected by copyright, and cannot be reproduced, altered or amended in whole or part, without prior written consent. We reserve the right to make use of designs we produce for customers as we see fit, including but not limited to reproduction, advertising and promotion. All other Intellectual Property rights reserved.



**Changes to these Terms**

These Terms and Conditions of Sale were last changed on 24th January 2016. Please do not assume that the same terms will apply to future orders. We may change our terms and conditions at any time so you should visit this page again if ordering at a later date.

Changes do not apply to the terms and conditions you accepted while making a purchase previously.

We recommend you download or print this current version of the Terms and Conditions of Sale as a permanent copy for your records. These terms apply to your order. We will not store these Terms and Conditions of Sale with your order specifically, but previous versions can be viewed at...

<http://shop.flickforkicks.com/historical-terms-and-conditions>

We hope you have found these Terms and Conditions to be fair and easy to understand. Please get in touch before you order if you have any queries.



**Cancellation Form**

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

To	FlickForKicks Ltd Fleet Collective Chamber Buildings Panmure Street Dundee DD1 1EP  Email: <a href="mailto:orders@flickforkicks.com">orders@flickforkicks.com</a>
I hereby give notice that I cancel my contract of sale of the following goods	
Ordered on [*] / Received on [*]	
Name of consumer	
Address of consumer	
Item reference <i>(product code or description from order form)</i>	
Signature of consumer <i>(only if this form is notified on paper)</i>	
Date	

[\*] Delete as appropriate