# Little Conkers Terms & Conditions

Your interactions with Little Conkers are governed by the UK Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

These terms and conditions are available permanently on my website and other selling platforms, and all buyers are directed to them.

When you (as a buyer) enter into a contract with Little Conkers, you are assumed to have read and accepted these terms and conditions, and to have agreed not to require them on paper.

# **My Contact Information**

My physical address:

Little Conkers
10 Pondfield Road
Rudgwick
Horsham
West Sussex
RH12 3EW
United Kindgom

My telephone number

+44 (0)7788 662639

#### **Purchase Price**

#### Sales within the UK

The price shown in the basket is the total you will pay for your Little Conkers purchase.

#### Sales to Customers in EU Member States

• Sales in the Little Conkers Etsy shop

You will be shown the total cost of your order, including taxes, postage and packing costs, before you commit to purchase. The price shown in the basket is the total you will pay for your Little Conkers purchase. Etsy will display the price in your chosen currency.

For all orders under €150, the price shown in the basket includes VAT at the rate applicable in the country to which the item(s) will be delivered. Etsy will remit this VAT to the relevant country on your behalf, meaning you will have no extra taxes to pay upon delivery.

If you wish to make a purchase totalling more than €150, please contact me in advance.

• Sales on the Little Conkers website

Your basket will show the cost of the item(s) you have ordered without VAT added, plus postage and packing costs, before you commit to purchase. This cost will be in British Pounds Sterling (GBP).

However, your purchase will be liable for VAT, import duties and handling fees on arrival in the destination country. You are responsible for paying these charges to receive your parcel, so please be aware of your country's import regulations. The carrier handling your parcel will provide you with information on what you need to pay and how to pay it.

#### Sales to Customers Outside the UK and EU

• Sales in the Little Conkers Etsy shop

You will be shown the total cost of the item(s) you have ordered, including sales taxes, postage and packing costs, before you commit to purchase. Etsy will display the price in your chosen currency.

Your purchase might be liable for additional taxes, import duties and handling fees on arrival in the destination country, if certain thresholds are reached. You are responsible for paying any such charges to receive your parcel, so please be aware of your country's import regulations. The carrier handling your parcel will provide you with information on what you need to pay and how to pay it.

• Sales on the Little Conkers website

Your basket will show the cost of the item(s) you have ordered without sales taxes plus postage and packing costs, before you commit to purchase. This cost will be in British Pounds Sterling (GBP).

If you are purchasing using a different currency, the conversion will be made by PayPal, Stripe or your financial provider using the rate and fees applicable at the time. These are not in my control and you should inform yourself about the rates and charges applied by the service you are using. You are responsible for paying any such charges.

Your purchase might be liable for additional taxes, import duties and handling fees on arrival in the destination country, if certain thresholds are reached. You are responsible for paying any such charges to receive your parcel, so please be aware of your country's import regulations. The carrier handling your parcel will provide you with information on what you need to pay and how to pay it.

## **Dispatch and Delivery**

I will always provide you with a clear timetable for the dispatch of your order before you commit to purchase. If for any reason I am not able to meet this schedule I will inform you in advance, and you will have the right to cancel your order as set out below.

**Items shipping to UK addresses** will by default be sent by standard Second Class post, which the Royal Mail aims to deliver by the third working day (including Saturdays) after posting, but this is not guaranteed. If you would like to upgrade to the Royal Mail's "Tracked 24" service, which the Royal Mail aims to deliver the next working day, then this option is available to you once you have added items to your basket. Note that this service is also not guaranteed. The Royal Mail does not consider items sent within the UK 'lost' until 10 working days after the due delivery date.

The Royal Mail will sometimes leave parcels with your neighbours unless you have specifically opted out of this, or in a safe place that you have agreed with them. This is something you need to arrange with the Royal Mail and is not within my control.

**Items shipping outside the UK** will be sent by the Royal Mail's International Tracked service. For countries in Europe (including the EU) the delivery aim with this service is of 3 to 5 days after posting, for all other countries the delivery aim is 6 to 7 working days. This is an aim and not a guaranteed service. Please rely on the information provided here and by Royal Mail and ignore any estimates provided by Etsy which often do not take UK national holidays, etc into account. Under normal circumstances, an item is not considered 'lost' until 20 days after the due delivery date for items to Europe and 25 days after the due delivery date for the rest of the world.

In addition to the standard information above, at certain times deliveries may be affected by other **exceptional circumstances** in the UK or your own country (Christmas post volumes, flooding, strikes, quarantines, etc). Within the UK, please refer to the Royal Mail's latest information for your location here: https://personal.help.royalmail.com/app/answers/detail/a\_id/12556. If you are outside the UK please see here:

https://personal.help.royalmail.com/app/answers/detail/a\_id/5317 and refer to your national carrier's service updates.

Once in the postal system, delivery is not in my control, but your item should remain safe and secure even if delayed beyond normal expectations.

If something does not reach you within the time frame given above for a particular postal service, and taking into account any exceptional circumstances, please do get in touch with me, and we will work out together how best to proceed (replacement, refund, etc). I always obtain a certificate of posting, as if, unfortunately, something did get lost in the post this would allow me to claim compensation from the Royal Mail.

Parcels do not require a signature on delivery, but still may be held at your local delivery office for you to collect if you are not if, or for the payment of fees. If this is the case it will show on your online tracking information. I am not able to pass on instructions concerning leaving parcels with a neighbour, placing them in a particular location at your address if you are out, etc.

Your parcel will be clearly labelled with a CN22 form and all necessary customs information (country of origin, weight, value, HS Code, etc) to allow it to pass as smoothly as possible through the postal and customs systems.

When you buy from Little Conkers, you are responsible for paying any taxes, import duties and handling fees on your purchases (see more below), so please be aware of your country's import regulations. I'm afraid I cannot be held responsible for items damaged by customs officials (although this hasn't happened yet!).

## Additional Information about Delivery to an EU Member State

Purchases from the Little Conkers Etsy shop

Etsy will automatically add VAT at your country's rate to the price you pay on Etsy, meaning you will have no further duties or fees to pay when you receive your package.

Purchases on the Little Conkers website

Your parcel will be delivered "DDU" or "Delivered Duties Unpaid".

This means that you will be required to pay VAT, import duties and handling fees to the carrier when you receive your package, according to the value and nature of the item(s).

It is your responsibility to inform yourself of the applicable duties and charges in your country, but please do contact me drop me if you have any questions about this.

Little Conkers' EORI Number is: GB070960805000

Little Conkers is compliant with the German Packaging Register requirements. Zentrale Stelle Verpackungsregister: DE 2757724609151

## Additional Information about Delivery outside the EU

Your parcel will be delivered "DDU" or "Delivered Duties Unpaid". This is the same whether you purchase in the Little Conkers Etsy shop or on the Little Conkers website.

This means that if your order has a value over the customs threshold for the given type(s) of item for your country, you may be asked to pay additional import duties plus, potentially, handling charges to the carrier.

## Cancelling your Order - Physical Items

You have the right to cancel an order at any time from the moment you place the order until 14 days from the day you receive your goods.

This 14-day period is the time you have to decide you wish to cancel and get in touch with me. Once you have got in touch about cancelling an order, you then have a further 14 days in which to return the goods if they have been dispatched.

The Consumer Contracts Regulations does not give you the right to cancel an order for personalized, customized and tailor-made items, but please contact me anyway if you have any issues at all, and we'll work it out together.

## **Cancelling your Order - Digital Items**

Specific provisions exist in the Consumer Contracts Regulations for digital content.

If you are ordering a digital item, by agreeing to these terms and conditions you are giving your express consent for me to supply you with your digital item within the 14-day cancellation period. (If you did not consent to this, I would have to wait 14 days before providing you with the digital item, to allow you your right to cancel).

You are further acknowledging that once I have e-mailed you a digital item, or you have started to download a file, you loose your right to cancel the order.

If you do not consent to this, please do not place an order.

#### **Returns and Refunds**

If you do wish to return items I'm happy to refund the purchase price plus postage and packing costs, provided the items are returned in perfect (resellable) condition. Here's how it works:

If you wish to return something, you must get in touch with me within 14 days of receiving it. You can do this using the **Returns & Refunds Form** on my website here: www.littleconkers.co.uk/contact-little-conkers or just contact me with the relevant information.

I will process your refund (of the purchase price plus my <u>standard</u> postage and packaging cost) within 14 days of receiving the returned items, provided they are returned in resellable condition.

If you paid for an upgraded delivery service, this will not be refunded in full - I will only refund the amount of my standard postage and packaging service.

A deduction will be made from the refund if the value of the item(s) has been reduced as the result of excessive handling, carelessness or any other reason.

In returning items, you will need to pay for the return postage yourself. I strongly advise that you obtain a certificate of posting (at a minimum) from your Post Office or courier, as if the item is lost in transit you will need to be able to claim for compensation.

If you are returning items to me from outside the United Kingdom, you must mark the package prominently as "Returned Goods". If you don't do this, I will unfortunately have to deduct any customs fees/tax/brokerage charges from the amount I can refund you.

Digital items and personalized items cannot be returned or refunded.

# Pattern Use and Selling Items Made from My Patterns

By buying from Little Conkers you are deemed to have read and agreed to these terms and conditions, including the fact you may only use my patterns for your individual, personal use unless we have agreed otherwise in advance.

You may not copy, reproduce, sell or distribute all or any part of any of my patterns by any means, on or offline.

You may not sell items made from my patterns without prior written agreement from me granting you a Commercial Use Licence. If you are considering this, please get in touch *preferably before you purchase* and ask for a copy of the Licence so you can review its suitability to your intended use and we can discuss your needs and arrangements. You may find my Commercial Use Licence does not suit your needs, so please do not purchase any of my patterns with the intention of reselling without checking. Until I issue you with a Commercial Use Licence you remain bound by these terms and conditions, including the fact that my patterns are for your individual, personal and private use only.

## **Personal Note**

These terms and conditions tend to sound a bit scary when written out like this, but they are for your protection as well as mine. Although I'm a one-woman business, I pride myself on following all the rules and regulations required of me, even though they were often not designed with the small, handmade business in mind. I have tried my best to lay everything out as clearly and fairly as possible for you in this document.

If you have any questions at all about any of the above, please get in touch at <a href="mailto:clare@littleconkers.co.uk">clare@littleconkers.co.uk</a> and I'm sure we can work it out between us.

This document was last revised on: 2<sup>nd</sup> October 2023