

FRECKLEFACE

Freckleface Trade Terms & Conditions

Data Protection Act 2018

We use the information you provide to supply our services to you. We may also use your contact details to communicate with you where necessary. We may contact you by email, post or telephone but we will not share your information for marketing purposes with any third-party companies. All personal data we are provided with is processed by our staff in the UK. We follow strict security procedures in the storage and disclosure of information you have given us, to prevent unauthorised access in accordance with the UK data protection legislation. We do not sell, rent or exchange your personal information with any third party, except to prevent fraud, or if required to do so by law.

1. Definitions

- (1) The "Buyer" shall mean the person, firm, company or organisation making an offer to the Seller to purchase the Goods based on these conditions.
- (2) The "Conditions" shall mean these terms and conditions, or any subsequent terms and conditions provided to the Buyer.
- (3) The "Goods" shall mean all items contained in the Order.
- (4) The "Order" shall mean the Buyer's order issued in writing or placed by email or telephone incorporating these conditions.
- (5) The "Contract" shall mean the agreement arising between the Seller and the Buyer following the Seller's written or electronic acceptance of the Order or delivery of the Goods, whichever shall come first. The Contract shall consist of;
 - a. the Order; and
 - b. these conditions specified or referred to therein PROVIDED that where the Order and the Conditions contain conflicting provisions the provisions of the Order shall prevail.
- (6) The "Seller" shall mean Freckleface Home Fragrance Ltd (Company number 12428452).

2. General

- (1) The Contract entered into by the Seller is subject to, and governed by, the Conditions which may only be varied by the Seller in writing and, in any event, acceptance of the Goods on delivery shall constitute acceptance of the Conditions.

- (2) Any quotation given by the Seller shall not constitute an offer and any such quotation is only valid for a period of twenty business days from the date the quotation is provided to any prospective buyer in writing, unless stated otherwise in the quotation.
- (3) Any Order must have a minimum value of £250 (excluding VAT and any other additional tax).
- (4) The seller reserves the right to the right to alter the appearance of products depending on seasonal availability of natural products such as flowers and toppings, this is due our products being handmade and rely on the availability of natural materials.
- (5) The Seller shall use reasonable endeavours to protect your postcode under the following conditions:
 - a. The buyer must have a physical presence on the high street with a bricks & mortar store.
 - b. A minimum total number of seven orders received annually from the Buyer.
 - c. A minimum total annual spend of £2,500 by the Buyer.
 - d. The Buyer agrees to the appropriate display and advertising of the Sellers products in line with Seller's requirements, failure to do so could result in the contract with the seller being cancelled.
 - e. The Seller reserves the right to grant, deny or rescind postcode protection at any time, even if the above criteria has been met.
 - f. The Seller reserves the right to open a store within the three miles of any held postcode.
 - g. The Seller reserves the right to cancel the contract without notice if the buyer is found to be selling on 3rd party outlets i.e. Amazon, eBay, or any other 3rd party selling site.

3. Pricing

- (1) Unless otherwise stated prices contained in the quotation are inclusive of delivery but exclusive of VAT (or any tax in lieu of or in substitution of VAT).
- (2) The prices payable for the Goods shall be those referred to in the Contract.
- (3) The Seller does not supply the goods on a sale or return basis.
- (4) The Seller reserves the right to change the prices at any time, allowing for a reasonable notice time-period of no less than 8 weeks.
- (5) The Seller shall at any time notify the Buyer of any changes to the Manufacturers Suggested Retail Price. These can be found within the information pack.

4. Credit Limit

- (1) The granting of credit terms is at the Seller's absolute discretion.
- (2) The Seller reserves the right to suspend deliveries or terminate any Contract if the Seller judges that the amount outstanding between the parties is in excess of the credit limit. Credit terms can be varied at any time at the discretion of the Seller but without prejudice to the terms upon which any Goods already supplied have been sold.

5. Delivery & Carriage

- (1) The Seller shall procure that the supplier of Goods shall deliver the Goods to the location specified in the Contract or such other location as the parties may agree.
- (2) The Seller shall use reasonable endeavours to deliver the Goods promptly but accepts no liability whatsoever for any consequences (express or implied) arising from any delay in delivery from any cause or for the loss or damage out of such a delay. The time of delivery is not of the essence.
- (3) The Seller will use reasonable endeavours to ensure that the Goods leave their premises in satisfactory condition. The Seller will only accept responsibility for any consequences (express or implied) arising from losses or consequences where losses or damages in transit in the circumstances where loss or damages is covered by insurance and the provisions of the notification of damage and loss in transit condition is strictly complied with but not otherwise.
- (4) The Seller will deliver Orders (where on delivery terms) by a method of delivery at the Seller's absolute discretion. Buyers requiring delivery outside agreed terms (for example "Express," overnight or timed delivery) will be charged an appropriate additional cost. The Seller reserves the right to impose a delivery surcharge for orders that do not meet these terms.

6. Notification of damage or loss in transit

- (1) If the Buyer does not receive all or any part of the Goods within 10 days of the invoice, the Buyer shall notify the Seller in writing or via email of non-receipt within 14 days of the date of receipt of the invoice.
- (2) The Buyer shall check all goods and any shortages or damages. If the Buyer receives all or part of the Goods in a damaged condition, the Buyer shall notify the Seller in writing or via email with photographic evidence within five days of the date of delivery of the Goods.
- (3) If the Buyer fails to notify the Seller of non-delivery of Goods or any damage to the Goods within the relevant notice period, the Buyer shall be liable to the Seller for any loss or damage the Seller may suffer in consequence of the Seller's resultant omission to notify the carriers or insurers for the non-arrival or damage in transit of the Goods.

- (4) Failure to comply with the above time constraints shall absolve the Seller from all liability to the Buyer for any defect, shortage, non-delivery or other proper objection to the Goods or their packaging.

7. Liability

The Seller shall have no liability in respect of any imperfection in the Goods arising after the expiry of 6 months from the order date, wilful damage, negligence, abnormal storage and/or working conditions, failure to follow the Seller's written instructions, misuse or alteration or repair of the Goods without the Seller's approval.

8. Payment

- (1) Unless otherwise agreed with the Seller, new accounts/buyers will be placed on proforma, payment of goods will need to be received before dispatch of the goods.
- (2) Credit accounts – Any buyer that requires a credit account must be a long-established business and can supply two trade references to the seller. Payment for the Goods shall be made within 30 days after the date of the invoice, notwithstanding that the Buyer wrongfully does not accept delivery of Goods. The time of payment of the price shall be essential to the Contract.
- (3) If the Buyer fails to settle their account on the due date, the Seller reserves the right to charge the Buyer interest (both before and after any judgement) on the amount unpaid at the rate of 4% per annum above the Bank of England base rate from the date payment becomes due until payment is received together with all costs associated with and/or incurred in the recovery of overdue accounts.
- (4) If the Seller suspends delivery or terminates a Contract, the Buyer shall pay the Seller for all the Goods purchased prior to the suspension or termination of the Contract.
- (5) All payments due shall be made in full without set-off deduction or counterclaim.

9. Notice

- (1) Any notice given to a party under, or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or recorded delivery at the relevant registered office.
- (2) Any notice shall be deemed to have been received:
 - a. If delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address.
 - b. If sent pre-paid first-class post or recorded delivery, at 9am on the second business day after posting or at the time recorded by the delivery service.

10. Specification

The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable statutory or regulatory requirements at present in force in the United Kingdom and/or in the county of destination as stipulated in the Contract or where the Goods are to be supplied to the Seller's specification which do not materially affect their quality.

11. Trademark

The Buyer undertakes not to use any trademarks or trade names applied by the Seller to the Goods nor to do anything whereby the goodwill and reputation of such trademarks or trade names is prejudiced or damaged.

12. Assignment

The Contract is personal to the Buyer and shall not be assigned, sub-contracted or otherwise transferred in whole or part to any third party without consent of the Seller.

13. Variation & Waiver

- (1) No employee or other person acting or purporting to act on behalf of the Seller is authorised to agree to affect any alterations in these conditions except where such alteration is approved in writing by a director of the Seller.
- (2) Any failure by the Seller to enforce any Condition or part thereof shall not be a waiver of them or of the right at any time subsequently to enforce all Conditions.

14. Severability

If at any time, any one or more of the Conditions (or any part of) are deemed unenforceable for any reason the same shall be deemed to be omitted and the enforceability of the remaining provisions of these Conditions shall not in any way be affected or impaired.

15. Paragraph Headings

Paragraph headings are descriptive only and form no part of these Conditions.

16. Third Party Rights

Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

17. Entire Agreement

The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understanding between them, whether written or oral, relating to its subject matter.

18. Governing Law

The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

19. Jurisdiction

The Contract shall be construed in accordance with English Law and the Buyer hereby submits to jurisdiction of the English Courts.

FRECKLEFACE

SIGN:

DATE:

PRINT NAME:

COMPANY NAME:

ADDRESS:

This signature confirms understanding and acceptance of the Terms & Conditions detailed on pages 1,2,3,4,5 & 6 of the original version of this form.