

## Website terms and conditions for sale of goods & digital content to consumers

### 1. Who are we and our contact details

- 1.1. We are Gadget Line Films LTD. We're a company registered in England and Wales with company number 10289651 whose registered address is at 118 High Street Staple Hill, Bristol, BS16 5HH.
- 1.2. You can get hold of us in any of the following ways:
  - a. by telephoning us on 07864858369;
  - b. by emailing us at [Dave@gadgetlinefilms.com](mailto:Dave@gadgetlinefilms.com); or
  - c. by writing to us at 118 High Street Staple Hill, Bristol, BS16 5HH

### 2. What do these terms do, and why are they important?

Please read these terms and conditions carefully before you place an order with us via the website. They contain important information, including

- a. how we will provide you with the goods and/or digital content that you have ordered
- b. our payment terms and delivery times
- c. the situations in which this contract may be amended or cancelled by you or by us (including within a cooling-off period)
- d. what you should do if there is a fault with the goods and/or digital content that we have provided to you, and
- e. how we will use your personal details

as well as other matters.

- 2.1. If, in these terms and conditions, we say that either of us may contact the other in 'writing', then this means it can be by letter or by email.
- 2.2. We only sell goods and/or digital content in the UK.

### 3. Your personal information

- 3.1. For information about how we collect and use your personal information, please see our website privacy notice, which is available [here](#).

### 4. Order Process and the Contract between you and us

- 4.1. When you place an order with us, the legal contract between you and us will only come into existence when we tell you that we can provide the goods and/or digital content to you, which we will usually communicate by email. If we tell you that we cannot provide the goods and/or digital content to you for whatever reason, then we will not charge you for them. If we tell you that we are unable to provide the goods and/or digital content, and we have already received payment from you, then we will promptly refund you for any goods and/or digital content that we cannot provide to you.

### 5. About the goods

- 5.1. Any descriptions or images of the goods, which are set out on our website, are for illustration only. While we endeavour to be as accurate and consistent as possible, the goods may be slightly different to those descriptions or images.
- 5.2. If you place an order for goods that are to be made to measurements that you have given to us, then you must ensure that those measurements are accurate. You are responsible for them. This includes all branding and logos.

### 6. Changes to goods and/or digital content

- 6.1. If you would like to make a change to the goods and/or digital content for which you have already placed an order, please contact us as promptly as you can. We will always be willing to discuss with you whether the change you would like to make is possible, and whether there are likely to be any changes to price, times for delivery, any suspension period whilst any changes are made, or any other consequences or changes arising from your request. If your requested change is possible, we'll ask you to confirm that you would like to continue with the change, to ensure that we're both clear on how we need to fulfil your request.
- 6.2. In some circumstances we may need to make minor changes to the goods and/or digital content that you ordered. As these are minor changes and will not affect your use of the goods and/or digital content we will not usually contact you about these. These minor changes are likely to be:
  - a. because we need update the goods and/or digital content to implement a change in the law, or a regulatory requirement; and/or
  - b. because we need to make minor technical changes or enhancements that will not affect your use, handling or enjoyment of the goods and/or digital content.

- 6.3. It is possible that exceptionally, we may need to make a more major change to the goods and/or digital content. If these exceptional circumstances arise in relation to an order that you have placed with us, then we will contact you before we make the change to let you know. If you do not want to proceed with the change, you'll be entitled to cancel the contract and section 16.1 (cancellation terms) of these terms and conditions will apply.
- 6.4. You cannot resell or rebrand any content provided by us without our written prior consent.

## **7. Digital content updates**

- 7.1. From time to time, we may need to update, or we may ask you to update, our digital content. We will ensure that even after this update, the digital content continues to match the description of it that was provided to you during the order process.

## **8. Payment details**

- 8.1. The price of the goods and/or digital content will be the price set out on our website at the time when you place your order. We are not VAT registered and there is no VAT to pay.
- 8.2. We make all reasonable efforts to ensure that we do not make errors with the prices that we charge you. For example, before we accept your order, we usually try to check the website price against our price list in force at the time of your order. However, if an error has been made and the price in the price list is lower than the website price, then we will charge you the price on the price list (being the lower amount). If an error has been made and the price in the price list is higher than the website price, we will contact you to confirm how you would like to proceed (and if you want to cancel the contract, section 16.1 of these terms and conditions will apply).
- 8.3. Any costs for delivery of the goods and/or digital content and any costs for installation of the goods and other costs associated with the goods and/or digital content will be the amounts that were set out to you in the order process on our website.
- 8.4. When you need to pay us depends on whether what we provide you with is goods or digital content:
- For one-off digital content, you must pay for it before you download it;
  - For subscriptions to digital content, you must pay monthly, in advance.
  - We accept payment by debit, credit, PayPal or bank transfer.
- 8.5. If you do not pay us on time, we may charge you interest at the rate of 5% a year above the current base rate from time to time. The interest will accrue each day from the date that the amount you owe us was due, until the date you make payment of the amount that is overdue. It will accrue whether or not it is before or after any court judgment. You must pay the interest to us when you make payment to us of the amount that is overdue. If you write to us and request it, we will send you a statement of the interest you owe us to date, and the additional amount being added each day.

## **9. Delivery and collection of goods and digital content**

- 9.1. Before you place your order, on our order pages, we will let you know when we will deliver the goods and/or digital content to you.
- 9.2. We will contact you if we are delayed in delivering the goods and/or digital content to you because of circumstances that are not within our control. If we contact you within a reasonable time to let you know about this, then we will not be responsible for any delays due to those circumstances. However, if the delay continues beyond a reasonable amount of time, then you can contact us to cancel the contract, and we will provide you with a refund for any goods and/or digital content that you have paid for but not yet received.

## **10. Suspension**

- 10.1. If something happens that means we must suspend the supply of the goods and/or digital content to you, for example:
- to make minor technical adjustments or to resolve technical issues;
  - to update the goods and/or digital content to implement a change in law or any relevant regulatory requirement,
  - then we will contact you to let you know.
- 10.2. We will usually let you know in advance of any suspension unless it is an emergency – in which case, we will let you know as soon as reasonably possible. If we do suspend the supply of goods and/or digital content, your payment will be adjusted so that you do not pay for the relevant suspended item during the period of suspension.
- 10.3. If we are going to suspend the supply of a digital content for more than 2 weeks, then you may contact us to cancel the contract. We will provide you with a refund for the relevant good or digital content for which you have made payment but have not yet received.

## **11. Responsibility for and ownership of goods**

- 11.1. You will be responsible for goods from the point at which we deliver the goods to you.
- 11.2. You will only own the goods once we have received full payment for them.
- 11.3. We are not responsible for any content within the digital content.
- 11.4. Compliance is your responsibility and you should inform us in the order form of any extra compliance required.

## **12. Your obligations**

- 12.1. We will inform you during the order process of information that we need from you in order to provide you with the goods and/or digital content. We will contact you to request this information.
- 12.2. If you don't provide us with this required information in a reasonable time, or if information that you give us is not accurate, we may cancel the contract (and the consequences set out in section 17.2 will apply), or we may charge you for the additional costs that we incur as a result.

- 12.3. If you don't give us required information within a reasonable time, we will not be liable to you if this causes a delay in providing you with the goods and/or digital content – or if we do not provide any part of them to you.

### **13. If there is a fault with the goods and/or digital content**

- 13.1. We hope that you are satisfied with the goods and/or digital content that we have supplied to you; but if there is a fault with them, then please contact us using the details set out in section 1.
- 13.2. We must provide goods and/or digital content to you that meet your consumer rights.
- 13.3. This section 13.3 provides you with a summary of your consumer rights if there is a fault with the goods or digital content that we have provided to you. However, this is only a summary of your key rights. If you need more detailed information, you can contact Citizens Advice on [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk) or you can call 03454 04 05 06, or you can contact your local Trading Standards Department.
- a. If we have provided you with goods, the Consumer Rights Act 2015 says that the goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your goods, you're entitled to the following:
    - i. For up to 30 days if your goods are faulty, you can get an immediate refund.
    - ii. For up to 6 months if your goods can't be repaired or replaced, you're entitled to a full refund in most cases.
    - iii. For up to 5 years, if your goods do not last a reasonable length of time, you may be entitled to some money back.
  - b. If we have provided you with digital content, the Consumer Rights Act 2015 says that the digital content must be as described, fit for purpose and of satisfactory quality and:
    - i. If your digital content is faulty, you're entitled to a repair or replacement.
    - ii. If the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back.
    - iii. If you can show that the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation.
- 13.4. If you decide to trigger your consumer rights to reject goods due to a fault with them, then you must contact us as soon as possible.
- 13.5. Your rights as summarised above are in addition to any cancellation rights that you may have during the cooling-off period, which are explained in section 15.

### **14. Our liability if you suffer loss or damage**

- 14.1. If we provide any instructions to you, including in any instructions or manuals provided to you with the goods and/or digital content, then you should follow these carefully. We will not be liable to you for any damage that is caused due to your failure to follow such advice or instructions.
- 14.2. If you use the goods and/or digital content for business, commercial or domestic use, we will have no liability to you for loss of profit, loss of business, loss of opportunity or loss of goodwill.

### **15. Cooling-off period and your right to cancel the contract during it**

- 15.1. Your rights to cancel during the cooling-off period are in addition to and are separate from your other rights to cancel the contract. Those other rights are set out in section 16 below.
- 15.2. When you buy goods and/or digital content from a website, in most cases you will have the right to cancel the contract (under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013) within the cooling-off period (explained in section 15.3 below) because you have changed your mind. (This right exists unless one of the circumstances set out in section 15.4 below applies.) If you rely on these cancellation rights to cancel the contract during the cooling-off period, you do not have to provide us with any reason for cancelling.
- 15.3. The length of the cooling-off period during which you can cancel the contract due to a change of mind, is subject to certain exceptions, which are set out in section 15.4 below. You can calculate the cooling-off period as follows:
  - a. For digital content (whether one-off or subscription) you have up to 24 hours after the day we contact you to accept your order to cancel the contract.
- 15.4. If any of the following circumstances applies to the goods and/or digital content that you have ordered, then the cancellation rights during the cooling-off period do not apply to you and you will not have the right to cancel the contract in respect of those goods or digital content because you have changed your mind:
  - a. if the goods have been personalised or made to your specification;
  - b. you have started to download the digital content that you ordered;
- 15.5. If you want to cancel the contract because you have changed your mind, then you should let us know before the end of the cooling-off period (as calculated in accordance with section 15.3) in one of the following ways:
  - a. contacting us on the details set out in section 1 and include your name, email address, address and order details, providing a clear statement that you want to cancel; or
- 15.6. If you cancel the contract during the cooling-off period because you have changed your mind, then we will provide you with a refund for the goods and/or digital content. If you have cancelled an order for goods, then we will provide you with the refund using the same method of payment that you used to pay us within 14 days of the day we receive the goods back from you or, if earlier, within 14 days of you providing us with proof that the goods have been sent back to us. If your order does not include goods that need to be returned to us, then we will provide you with a refund within 14 days of the day after you let us know that you want to cancel the contract.
- 15.7. We have the right to make a deduction from the refund due to you if you cancel the contract during the cooling-off period.

### **16. Your rights to cancel the contract**

- 16.1. In addition to your rights to cancel the contract during the cooling-off period set out in section 15, if any of the following circumstances apply, you have the right to cancel this contract immediately:
- a. we have informed you that there was an error with the price or the description of the goods and/or digital content when you placed the order, and you now do not wish to proceed based on the correct price or description;
  - b. we have informed you that we need to make a major change to the goods and/or digital content (see section 6.3) and you do not want to proceed with the change;
  - c. there is a significant delay in providing the goods and/or digital content to you, because of circumstances that are not within our control (see section 9.2);
  - d. we have informed you that we need to suspend the supply of goods and/or digital content to you, for any of the reasons set out in section 10.1, for more than 2 weeks; or
  - e. you have some other legal right to cancel the contract because of something we have done.
- 16.2. If you do cancel the contract for any of the above reasons (section 16.1(a) to 16.1(e)), then we will provide you with a refund for any goods and/or digital content that you have paid for but we have not yet provided, or we may provide you with a refund for any goods and/or digital content that have not been properly provided to you. In certain circumstances, you may also be entitled to further compensation.
- 16.3. If there is a fault with the goods and/or digital content that we have provided to you, please see section 13 of these terms and conditions.
- 16.4. If you are cancelling the contract for any other reason that is not set out in section 16.1 or section 15 (where you are cancelling the contract during the cooling-off period), then the contract will end in on the agreed date and you will continue to pay us for any goods and/or digital content provided during that period. If you have made payment for any goods and/or digital content that is/are to be supplied to you after that period, we will provide you with the relevant refund.

## 17. Our rights to cancel the contract

- 17.1. If you don't comply with your obligations in these terms and conditions, we may cancel the contract. The following are examples of circumstances where we would consider that you have not complied with your obligations:
- a. you do not pay us on time and you do not pay us within 3 days of us telling you that payment is overdue (see section 8.4);
  - b. you do not allow us to deliver the goods to you and do no re-arrange delivery or collection of the goods.
  - c. you do not provide us with information that we have requested from you within a reasonable time (see section 12.1);
- 17.2. If we cancel the contract because you have not performed your obligations (including those examples listed in section 17.1), we will provide you with a refund for any goods and/or digital content for which you have paid but not yet received. However we may make a reduction from the refund due to you, or if you are not due a refund because you have not yet made payment, then we may charge you, an amount of reasonable compensation for costs that we incur due to having to cancel the contract.

## 18. If we stop providing goods and/or digital content

- 18.1. If the goods and/or digital content with which we provide you are provided on an ongoing or subscription basis (and are not a one-off purchase), we may decide at some point in the future to stop providing them. If we decide to stop providing them, we will contact you at least 1 week before we stop providing them, to let you know. If you have made payment for goods and/or digital content that we will no longer be providing to you, we will give you the relevant refund for what you will not receive.

## 19. General

- 19.1. We may transfer our rights and obligations under these terms and conditions to another organisation. We will contact you to let you know if we do so. Any transfer will not affect your rights under these terms and conditions.
- 19.2. You cannot transfer any of your rights or obligations under these terms and conditions to anyone else without first getting our consent in writing.
- 19.3. If a court decides that any part of these terms and conditions are invalid or unenforceable, the remaining sections of these terms and conditions will not be affected and will remain in place.
- 19.4. If we delay in exercising any right we have under the contract, this will not stop us from exercising that right against you at a later date.
- 19.5. Unless we transfer our rights and obligations to another organisation, then this contract is only between you and us. This means no other person or organisation is a party to this contract and they do not have any rights under the contract.
- 19.6. If there is ever any dispute between you and us, then it will be resolved using the law of England and Wales. If you live in England or Wales, we both agree respectively that proceedings will be brought in the English courts. However, if you live in Scotland, you can bring proceedings in Scottish or English courts and if you live in Northern Ireland you can bring proceedings in Northern Irish or English courts.
- 19.7. If you are dissatisfied with how we have handled your complaint, you can refer the dispute to the European Online Dispute Resolution Platform by following this link: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooseLanguage>

## 20. Model cancellation form (Distance Contracts)

The wording on this form is specified by the law. You should therefore only change those parts indicated.

To 118 High Street, Staple Hill, Bristol, BS165HH. Dave@gadgetlinefilms.com

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale of the following goods [\*]/for the supply of the following service [\*],

Ordered on [\*]/received on [\*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[\*] Delete as appropriate