



FUNKIN LIMITED
TERMS OF SUBSCRIPTION
CONSUMER TERMS

1. THESE TERMS

- 1.1 What these terms cover? These are the terms ("**Terms**") which apply to an order by you via our website www.funkincocktails.co.uk for a Funkin Cocktail subscription ("**Subscription**") and the supply of Funkin Cocktail subscription orders ("**Subscription Orders** or a "**Subscription Order**") by us to you ("**Subscription Contract**").
- 1.2 Why you should read them? Please read these Terms carefully before you submit your order to us. These Terms tell you who we are, how we will provide the Subscription services and our products to you, how you and we may change or end the Subscription Contract, what to do if there is a problem and other important information.
- 1.3 What other terms apply? In addition to these Terms, your use of our website, your Subscription and/or purchase of our Subscription Orders are subject to our [privacy policy](#) and our [cookies policy](#).
- 1.4 These Terms apply to you on the basis that you are an individual consumer and you are buying a Subscription from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession) ("**you**", "**your**").

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 Who we are? We are Funkin Limited, a company registered in England and Wales. Our company registration number is 03765967 and our registered office is at Crossley Drive, Magna Park, Milton Keynes, England, MK17 8FL. Our principal place of business is 122 Arlington Road, Camden, London, NW1 7HP ("**we**", "**us**", "**our**").
- 2.2 How to contact us? You can contact us by telephoning our customer service team at +44 (0) 207 328 4440 or by writing to us at info@funkin.co.uk.
- 2.3 How we may contact you? If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us when placing your order.

2.4 **"Writing"** includes emails. When we use the words **"writing"** or **"written"** in these Terms, this includes emails.

3. OUR SUBSCRIPTION CONTRACT WITH YOU

3.1 A Subscription can be ordered by you on our website by clicking on the relevant type of Subscription that you would like and by following the prompts that will appear on-screen. Each order is an offer by you to buy a Subscription specified in the order subject to these Terms.

3.2 Our order process allows you to check and amend any errors before submitting your Subscription order to us. Please check the order carefully before confirming it. You are responsible for ensuring that your order is complete and accurate.

3.3 After you place a Subscription order, you will receive an email from us acknowledging that we have received it, but please note that this does not mean that your order has been accepted.

3.4 Our acceptance of your Subscription order only takes place when we send the email to you to accept it, at which point the Subscription Contract between you and us will come into existence.

3.5 If we are unable to supply a Subscription Order for any reason, we will inform you of this by email. If you have already paid for the Subscription Order and we are unable to supply it, we will refund you the full amount charged as soon as possible. If we are unable to supply a specific product within a Subscription Order for any reason, we may substitute such product with an alternative product as described in clause 5.5. These circumstances might be because the relevant product for the Subscription Order is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements, because we have identified an error in the price or description of the goods or because we are unable to meet a delivery deadline you have specified.

3.3 You must be aged 18 or over to purchase alcohol. It is an offence to sell alcohol to anyone under the age of 18 in the UK or for anyone under the age of 18 to purchase it. When ordering and making a payment you will be required to confirm that you are aged 18 or over.

3.4 Alcohol is best enjoyed in moderation. Please drink responsibly.

4. OUR GOODS

4.1 The images, descriptions and specifications of our Subscription Orders on our website are for illustrative purposes only. The Subscription Order that you receive may vary slightly from those descriptions or specifications. The

packaging and colouring of the goods may also vary from that shown in images on our website.

5. SUBSCRIPTION

5.1 By placing an order for Subscription, you acknowledge that your Subscription Contract incurs initial and recurring payment obligations, and you accept responsibility for all recurring payment charges prior to cancellation. Your Subscription Contract will continue for a period of 24 months from entry into this Subscription Contract and will be automatically renewed for successive 24 month periods unless you cancel your Subscription in accordance with clause 5.4.

5.2 We will send you an email prior to each subsequent Subscription Order being dispatched to you, to confirm the estimated delivery date of your next Subscription Order (**Subscription Reminder**).

5.3 The payment method used on our website to purchase the Subscription will be charged on our acceptance of your order in respect of the first Subscription Order, and no earlier than 3 days after receiving the Subscription Reminder in respect of subsequent Subscription Orders.

5.4 You have the right to cancel the Subscription Contract at any time however you will need to notify us of such a cancellation no later than 3 days after receiving the Subscription Reminder to cancel the next Subscription Order being sent to you and avoid being charged for that Subscription Order. If you do not cancel within that timeframe, the payment will be processed and you'll still receive the next Subscription Order. To cancel your Subscription Contract you must login to your Funkin Cocktail Club account on our website and choose the options for cancelling the Subscription Contract, or follow the instructions at clause 9.1.

5.5 We reserve the right to change the contents in our Subscription Orders without giving you notice. As a result, the Subscription Order and contents which you receive from us may not contain the same contents as shown in product images on our website.

5.6 We reserve the right to increase the price of the Subscription at any time, provided that we give you reasonable notice of any such increase. You have the right to cancel the Subscription Contract at any time in accordance with clause 5.4.

6. YOUR RIGHTS TO MAKE CHANGES

6.1 If you wish to make a change to the Subscription that you have ordered please contact us as soon as possible.

6.2 You have the right to upgrade your Subscription or downgrade your Subscription (if possible) and also to pause your Subscription for one delivery period (provided you pause no later than 3 days after receiving a Subscription Reminder for the next delivery). In order to do this you must log into your Funkin account on our website and choose the options for making changes to your Subscription.

7. OUR RIGHTS TO MAKE CHANGES

- 7.1 We may change the Subscription Orders at any time and without notice:
- (a) to reflect changes in relevant laws and regulatory requirements; and
 - (b) to implement minor specification adjustments and improvements, for example to improve taste.
- 7.2 We reserve the right to change these Terms from time to time without notice. The most up-to-date version of these Terms will be on our website, so please check our website regularly.
- 7.3 The Terms applicable to your Subscription Contract will be those applicable at the time that you place an order for Subscription.

7. PROVIDING THE SUBSCRIPTION ORDERS

- 7.1 The costs of delivery will be as displayed to you on our website.
- 7.2 We will make every effort to deliver the Subscription Orders to you as close as reasonably possible to the frequency and delivery dates stated on our website for your chosen Subscription.
- 7.3 If our supply of a Subscription Order is delayed by an event outside our control, we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the Subscription Contract and receive a refund for any Subscription Order you have paid for but not received.
- 7.4 Please ensure that someone is present to accept delivery of the Subscription Order, or leave instructions during the order process for us to deliver your Subscription Order to someone else (e.g. a trusted neighbour).
- 7.5 After a failed delivery to you, we will attempt to redeliver your order one more time. If we are unable to complete our delivery to you (e.g. due to difficulties gaining access to the delivery address), we will notify you as soon as possible. If, despite our reasonable efforts, we are unable to contact you or successfully complete delivery we may cancel that individual Subscription Order or end the Subscription Contract and clause 10.2 will apply.
- 7.6 The Subscription Order will be your responsibility from the time we deliver it to the address you gave us. Ownership of the Subscription Order will also pass to you from the time we notify you that we have dispatched a Subscription Order.

8. YOUR RIGHTS TO END THE SUBSCRIPTION CONTRACT

- 8.1 You are able to cancel your Subscription Contract at any time as set out more

fully at clause 5.4.

8.2 If you want to cancel your Subscription Contract after you have received a Subscription Order, your rights will depend on whether there is anything wrong with the Subscription Order, how we are performing and when you decide to end the Contract:

- (a) If what you have bought is faulty or misdescribed you may have a legal right to end the Subscription Contract (or to get the goods replaced or to get some or all of your money back), please see clause 12;
- (b) If you want to end the Subscription Contract because of something we have done or have told you we are going to do, please see clause 8.3;
- (c) If you have just changed your mind, you can cancel the Subscription Contract but if you have received any goods, the goods must be returned to us in perfect, unused condition (so unopened and in resalable condition). You may be able to get a refund if you are within the cooling-off period (which is 14 days from the date on which the Subscription Contract began) but this may be subject to deductions and you will have to pay the costs of return of any goods. We are permitted by law to reduce any refund owed to you to reflect any reduction in the value of the goods if this has been caused by your handling them in a way which would not be permitted in a shop (for example if you open the packaging).

8.3 If you are ending a Subscription Contract for a reason set out at (a) to (d) below the Subscription Contract will end immediately and we will refund you in full for any goods which have not been provided. The reasons are:

- (a) we have told you about an upcoming change to the goods which you do not agree to;
- (b) we have told you about an error in the price or description of the goods you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the goods may be significantly delayed because of events outside our control; or
- (d) you have a legal right to end the Subscription Contract because of something we have done wrong.

9. HOW TO END THE SUBSCRIPTION CONTRACT WITH US

9.1 To end the Subscription Contract with us, please do so by logging into your Funkin account on our website and canceling your Subscription. Alternatively, you can print off the form set out in the Schedule below and post it to us at the address on the form.

9.2 If you end the Subscription Contract for any reason after a Subscription Order has been dispatched to you or you have received it, you must return it to us. Please pack the goods back in the package and return to Funkin Subscription Returns c/o Knetic, Unit 4, Apollo Park, University Way, Crewe, CW1 6NG, along with your name, email address and contact number. We encourage you

to use a tracked postal service to return goods to us – please note, you are responsible for ensuring that the goods are safely returned to us.

- 9.3 Where you are returning a Subscription Order to us because you have changed your mind further to clause 8.1(c), it must be returned to us in perfect, unused condition.
- 9.4 We will only pay the costs of return:
- (a) if the Subscription Order is faulty or misdescribed; or
 - (b) if you are ending the Subscription Contract because we have told you of an upcoming change to the Subscription, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong;

In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.

- 9.5 If you are entitled to a refund under these Terms we will refund you the price you paid for the goods including standard delivery costs, by the method you used for payment.
- 9.6 We aim to process any eligible refunds within 7 business days of receipt of returned goods, although repayment may take up to 14 days at the busiest times. Please also note that timescales for refunds may be affected by the payment service provider processing the refund.

10. OUR RIGHTS TO END THE SUBSCRIPTION CONTRACT

- 10.1 We may end the Subscription Contract at any time by writing to you if:
- (a) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the goods, for example, delivery address; or
 - (b) you do not, within a reasonable time, allow us to deliver the goods to you.
- 10.2 If we end the Subscription Contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for any Subscription Orders that we have not provided but we may deduct or charge you a reasonable administration fee or the net costs we will incur as a result of you breaking the Subscription Contract.

11. IF THERE IS A PROBLEM WITH THE SUBSCRIPTION

If you have any questions or complaints about the Subscription, please contact us as soon as possible. You can telephone our customer service team at +44 (0) 207 328 4440 or write to us at info@funkin.co.uk.

12. YOUR RIGHTS IN RESPECT OF DEFECTIVE SUBSCRIPTION ORDERS

12.1 We are under a legal duty to supply Subscription Orders that are in conformity with this Subscription Contract. Nothing in these Terms will affect your legal rights.

12.2 If you wish to exercise your legal rights to reject a Subscription Order, please contact us as set out at clause 11 above in the first instance. You will be required to post the Subscription Order back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection on receipt of satisfactory proof of the postage costs that you have incurred.

12.3 Once we have inspected the Subscription Order and confirmed that it is defective, we will arrange for the Subscription Order to be replaced with the same or similar goods or we will issue you with a full refund for the defective Subscription Order in accordance with clauses 9.5 and 9.6 above.

12.4 The remedies available to you depend on when you exercise your legal right to reject the Subscription Order as set out below:

- (a) if you contact us to reject the Subscription Order within 30 days of receiving it, then, subject to clause 12.3 you will be entitled to a full refund for that Subscription Order;
- (b) if you contact us to reject the Subscription Order after the 30 day period has expired and within 6 months of receiving the Subscription Order then, subject to clause 12.3, we are entitled to an opportunity to replace your Subscription Order. If we are unable to do so, you will be entitled to a full refund for that defective Subscription Order; and
- (c) if you contact us to reject a repaired or replaced Subscription Order which remains of unsatisfactory quality after the 6 month period has expired, you may be entitled to a full or partial refund for that Subscription Order.

13. PRICE AND PAYMENT

13.1 The price of the Subscription (which includes VAT) will be the price indicated on the order pages or in the order confirmation you received when you placed your order, unless we have notified you otherwise in accordance with clause 8.2(b).

13.2 If you fail to keep up payment for your Subscription, we will be able to terminate the Subscription Contract.

13.3 We accept payment via any of the options advertised on our website. If you are paying by credit or debit card, we will conduct a standard pre-authorise check on your card. We will not charge your credit or debit card until we have approved the order.

14. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 14.1 If we fail to comply with the Subscription Contract, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking the Subscription Contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Subscription Contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 14.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the goods as summarised at clause 12, and for defective goods under the Consumer Protection Act 1987.
- 14.3 We only supply the Subscription Orders to you for domestic and private use. If you use a Subscription Order for any commercial, business or re-sale purpose, our liability to you will be limited as set out in the terms that apply for business consumers [Note: insert hyperlink to B2B T&Cs].

15. HOW WE MAY USE YOUR PERSONAL INFORMATION

We will only use your personal information as set out in our privacy notice which can be found at: <https://www.funkincocktails.co.uk/privacy-policy/>.

16. OTHER IMPORTANT TERMS

- 16.1 You mustn't transfer or subcontract any of your obligations under a Subscription Contract or transfer or deal with any of your rights under a Subscription Contract, without getting our written approval first.
- 16.2 We may transfer our rights and obligations under a Subscription Contract to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the Subscription Contract. If you are unhappy with the transfer you may end the Subscription Contract as detailed in clause 9.1.
- 16.3 The Subscription Contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 16.4 We are able to vary these Terms in accordance with clause 7.2, however any variation of a Subscription Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).
- 16.5 Our rights and remedies set out in the Subscription Contract are in addition to and don't exclude or affect the rights and remedies available to us by law.
- 16.6 The Subscription Contract doesn't create a joint venture or partnership between us and it doesn't authorise us to act as agent or make or enter into any commitments on one another's behalf.

16.7 If either of us is slow in insisting that the other does anything it is required to do under the Subscription Contract, or in taking steps in response to the other breaking the Subscription Contract, this won't mean we'll have lost the right to do those things.

16.8 Each provision and part provision of the Subscription Contract is separate from the others. This means that if any provision or part provision is held to be invalid, it will be deleted but this won't affect the validity of the rest of the Subscription Contract.

16.9 This Subscription Contract will be ruled by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

THE SCHEDULE

Model Cancellation Form

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

To Funkin Limited; 122 Arlington Road, Camden, London, NW1 7HP; +44 (0) 207 328 4440; info@funkin.co.uk

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