



Please read the following important terms and conditions before you buy anything on our site

Summary of some of your key rights:

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that up to 14 days after receiving your goods, in most cases, you can change your mind and get a full refund.

The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product you're entitled to the following:

up to 30 days: if your goods are faulty, then you can get a refund

up to six months: if they can't be repaired or replaced, then you're entitled to a full refund, in most cases

up to six years: if the goods do not last a reasonable length of time, you may be entitled to some money back.

This is a summary of some of your key rights. For detailed information from Citizens Advice please visit www.citizensadvice.org.uk or call 03454 04 05 06.

The information in this summary box summarises some of your key rights. It is not intended to replace the contract below which you should read carefully.

This contract sets out:

- your legal rights and responsibilities
- our legal rights and responsibilities, and
- certain key information required by law

In this contract:

- We, us or our means **BIG LITTLE TOYS LIMITED** a company incorporated in England and Wales under number 09596217 whose registered office is at 7 Heaviside Place, Gilesgate, Durham, DH1 1JG. We also trade under the name "**An Elf for Christmas**";
- You or your means the person using our site to buy goods from us.

If you don't understand any of this contract and want to talk to us about it, please contact us by:

- e-mail northpole@elfforchristmas.co.uk (emails will be responded to within 1 working day during business hours [*Monday to Friday: 9am to 5pm*]); and
- telephone 0191 303 8668 If you would like this contract in another format (for example: audio or large print, please contact us using the contact details at the top of this page.

1. INTRODUCTION

- 1.1 If you buy goods on our site you agree to be legally bound by this contract. If you do not agree with the terms in this contract, you will not be allowed to buy any goods.
- 1.2 This contract is only available in English. No other languages will apply to this contract.

2. INFORMATION WE GIVE YOU

- 2.1 By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made. If you want to see this key information, please:
 - (a) click on the 'key information button';
 - (b) read the Confirmation Email (see clause 3.2 (c)); and
 - (c) contact us by using the contact details at the top of this page.
- 2.2 The key information we give you by law forms part of this contract (as though it is set out in full here).
- 2.3 If we have to change any key information once a legally binding contract between you and us is made, we can only do this if you agree to it.

3. ORDERING GOODS FROM US

- 3.1 Below, we set out how a legally binding contract between you and us is made.
- 3.2 You place an order on the website by selecting the product you wish to purchase, select quantity, select add to basket, select go to check out. During the check out process you will be required to enter your personal details, delivery address and to choose a postage option. You will then be asked to provide your credit card, debit card or Paypal details to make payment. You will then be asked to 'pay now' to place your order.
- 3.3 Please check your order carefully before submitting it. However, if you need to correct any errors please contact us on the details above as soon as possible.
- 3.4 Once you have placed an order you will receive an acknowledgement and the following shall apply:

- (a) this acknowledgement does not, however, mean that your order has been accepted;
- (b) we may contact you to say that we do not accept your order. This is typically for the following reasons:
 - (i) the goods are unavailable;
 - (ii) we cannot authorise your payment;
 - (iii) you are not allowed to buy the goods from us;
 - (iv) we are not allowed to sell the goods to you;
 - (v) you have ordered too many goods; and
 - (vi) there has been a mistake on the pricing or description of the goods.
- (c) We will only accept your order when we email you to confirm this (Confirmation Email). At this point:
 - (i) a legally binding contract will be in place between you and us; and
 - (ii) we will dispatch the goods to you.

3.5 If you are under the age of 16 you may not buy any goods from the site without adult permission.

4. RIGHT TO CANCEL THIS CONTRACT

4.1 You have the right to cancel this contract within 14 days without giving any reason.

4.2 The cancellation period will expire after 14 days from the day on which you, or a third party on your behalf acquires physical possession of the goods.

4.3 To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or email). You can use the model cancellation form set out in the box below, but it is not obligatory.

Cancellation form

BIG LITTLE TOYS LIMITED Portland House, Belmont Business Park,
Durham, DH1 1TW

email address: northpole@elfforchristmas.co.uk

I/We [] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*/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*

4.4 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

5. EFFECTS OF CANCELLATION

5.1 In accordance with the Terms, if you reject the goods or change your mind, we will reimburse to you any payments you have made to us, that you are due under this contract.

5.2 We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.

5.3 We will make the reimbursement without undue delay, and not later than:

- (a) 14 days after the day we received back from you any goods supplied; or
- (b) (if earlier) 14 days after the day you provide evidence that you have returned the goods.

5.4 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

5.5 If you have received goods:

- (a) you shall send back the goods to us at Big Little Toys Limited, Portland House, Belmont Business Park, Durham DH1 1TW without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired;
- (b) you will have to bear the cost of returning the goods and use a delivery service that requires signature to ensure that the goods are received by us. Please ensure the package is packed securely;
- (c) you are only liable for any diminished value of the goods resulting from the handling.

6. DELIVERY

- 6.1 We use Royal Mail Special Delivery service to deliver your goods. The delivery will require a signature on arrival.
- 6.2 We estimate delivery of goods purchased within the UK and Channel Islands are normally within 5 working days unless otherwise stated. If you require delivery on a certain date, please contact us on the above contact details and we will endeavour to make arrangements to cater for this. We will confirm estimated date for delivery of the goods in our Confirmation Email (see clause 3.2 (c)).
- 6.3 If something happens which:
- (a) is outside of our control; and
 - (b) affects the estimated date of delivery.
- we will let you have a revised estimated date for delivery of the goods.
- 6.4 Delivery of the goods will take place when we deliver them to the address that you gave to us.
- 6.5 Unless you and we agree otherwise, if we cannot deliver your goods within 30 days, we will:
- (a) let you know;
 - (b) cancel your order; and
 - (c) give you a refund.
- 6.6 You are responsible for the goods when delivery has taken place. In other words, the risk in the goods passes to you when you take possession of the goods.
- 6.7 We make deliveries to addresses worldwide. Please contact us directly on the email set out above to organise and confirm worldwide delivery services and prices. Please note that your delivery may be subject to import duties and taxes which are incurred as the delivery reaches its destination. These duties are your responsibility, please contact your local customs office for further information in respect of such fees before making your order.
- 6.8 We may deliver your goods in instalments. We will inform you in the Confirmation Email should your goods be delivered in this way.

7. PAYMENT

- 7.1 We accept the following credit cards and debit cards: Visa, Visa Debit, Mastercard, Maestro and Paypal. We do not accept cash or gift vouchers.

- 7.2 We will do all that we reasonably can to ensure that all of the information you give us when paying for the goods is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on our part we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us.
- 7.3 Your credit card or debit card will only be charged when the goods are dispatched.
- 7.4 All payments by credit card or debit card need to be authorised by the relevant card issuer. We may also need to use extra security steps via:
- (a) Verified by Visa: <https://www.visa.co.uk/products/protection-benefits/verified-by-visa/> ;
 - (b) Mastercard®SecureCode™: <http://www.mastercard.co.uk/securecode.html>.
- 7.5 If your payment is not received by us and you have already received the goods, you:
- (a) must pay for such goods immediately but no later than 7 days; or
 - (b) must return them to us as soon as possible. If so, you must keep the goods in your possession, take reasonable care of them (including ensuring that you follow any reward kits or instructions given with the goods) and not use them before you return them to us.
- 7.6 if we cannot supply you with the goods that you ordered but you have already paid for the we will refund you as soon as possible and in any event within 14 days.
- 7.7 If you do not return any goods (such as where you have not paid for them) we may collect the goods from you at your expense. We will try to contact you to let you know if we intend to do this.
- 7.8 Nothing in this clause affects your legal rights to cancel the contract during the 'cooling off' period under Clauses 4 and 5.
- 7.9 The price of the goods:
- (a) is in pounds sterling (£)(GBP);
 - (b) includes VAT at the applicable rate; and
 - (c) does not include the cost of delivery costs incurred above our Royal Mail Special Delivery service or an additional delivery charges.

8. NATURE OF THE GOODS

- 8.1 The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'), for example, the goods:
- (a) are of satisfactory quality;
 - (b) are fit for purpose;
 - (c) match the description, sample or model; and
 - (d) are installed properly (if we install any goods).
- 8.2 We must provide you with goods that comply with your legal rights.
- 8.3 The packaging of the goods may be different from that shown on the site.
- 8.4 While we try to make sure that:
- (a) all weights, sizes and measurements set out on the site are as accurate as possible, there may be minor discrepancies; and
 - (b) the colours of our goods are displayed accurately on the site, the actual colours that you see on your computer may vary depending on the monitor that you use.
- 8.5 Any goods sold:
- (a) at discount prices;
 - (b) as remnants; and
 - (c) as substandard.

will be identified and sold as such. Please check that they are of a satisfactory quality for their intended use.

9. FAULTY GOODS

- 9.1 Your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'), are set out at the top of this contract. They are a summary of your key rights. For more detailed information on your rights and what you should expect from us, please:
- (a) contact us using the contact details at the top of this page; or
 - (b) visit the Citizens Advice website www.citizensadvice.uk or call 03454 04 05 06.
- 9.2 Nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.
- 9.3 Please contact us using the contact details at the top of this page, if you want:
- (a) us to repair the goods;

- (b) us to replace the goods;
- (c) a price reduction; and
- (d) a refund.

10. OWNERSHIP, USE AND INTELLECTUAL PROPERTY RIGHTS

- 10.1 The website and all content within the website is owned and operated by us and/or our licensors. We and our licensors reserve all rights.
- 10.2 The site is for your personal and non-commercial use. You may not modify, copy, distribute, transmit, display, revise, perform, reproduce, publish, license, deep-link, create derivative works from, transfer, or sell any information or content obtained from the website unless expressly authorised by us.
- 10.3 Any intellectual property rights (including without limitation all patents, copyright, database rights and trademarks (whether registered or unregistered)) subsisting in any content or material on the Site belong to us and/or our licensors. All rights are reserved for the benefit of ourselves and/or our licensors. Nothing in these terms and conditions grants you any rights in the website or the content within the website.

11. COOKIES AND OTHER INFORMATION GATHERING TECHNOLOGY

Our website uses cookies. Cookies are text files placed on your computer to collect standard internet log information and visitor behaviour information. These cookies allow us to distinguish you from other users of the website which helps us to provide you with a good experience when you browse our website and also allows us to improve our site.

12. END OF THE CONTRACT

- 12.1 If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.

13. LIMIT ON OUR RESPONSIBILITY TO YOU

- 13.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury), we are not legally responsible for any:
 - (a) losses that:
 - (i) were not foreseeable to you and us when the contract was formed;
 - (ii) that were not caused by any breach on our part;
 - (b) business losses; and
 - (c) losses to non-consumers.

14. DISPUTES

14.1 We will try to resolve any disputes with you quickly and efficiently.

14.2 If you are unhappy with:

- (a) the goods;
- (b) our service to you;
- (c) any other matter;

please contact us as soon as possible.

14.3 If you and we cannot resolve a dispute using our internal complaint handling procedure, we will let you know that we cannot settle the dispute with you.

14.4 If you want to take court proceedings, the relevant courts of England and Wales will have exclusive jurisdiction in relation to this contract.

14.5 Relevant England and Wales law will apply to this contract.

15. THIRD PARTY RIGHTS

15.1 No one other than a party to this contract has any right to enforce any term of this contract.