

REBEL EMPIRE

TERMS & CONDITIONS OF SUPPLY

1. THESE TERMS

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply products to you.
- 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 products to you, how we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 **Who we are.** We are **REBEL EMPIRE LIMITED** a company registered in England and Wales. Our company registration number is 09882868 and our registered office is at C/O (Unit B072(F)) Store First Ellesmere Port Mill Lane Industrial Estate, Stanney Mill Road Little Stanney, Chester, England, CH2 4HX.
- 2.2 **How to contact us.** You can contact us by telephoning our customer service team at 020 3151 1928 or by writing to us at hey@rebelempire.co.uk or C/O (Unit B072(F)) Store First Ellesmere Port Mill Lane Industrial Estate, Stanney Mill Road Little Stanney, Chester, England, CH2 4HX.
- 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 in your order.
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

- 3.1 **How we will accept your order.** Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.
- 3.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.
- 3.3 **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

4. OUR PRODUCTS

- 4.1 **Products may vary slightly from their pictures.** The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images. Although we have made every effort to be as accurate as possible, all sizes, weights, capacities, dimensions and measurements indicated on our website have a 5% tolerance.
- 4.2 **Product packaging may vary.** The packaging of the product may vary from that shown on images on our website.

5. OUR RIGHTS TO MAKE CHANGES

- 5.1 **Minor changes to the products.** We may change the product to reflect changes in relevant laws and regulatory requirements.
- 5.2 **More significant changes to the products and these terms.** In addition, we may make changes to the product and/or your order, but if we do so we will notify you and you may then contact us to end the contract and receive a full refund before the changes take effect.

6. PROVIDING THE PRODUCTS

- 6.1 **Delivery costs.** The costs of delivery will be as displayed to you on our website when making your order.
- 6.2 **When we will provide the products.** When completing your order we will provide an estimated delivery date range. Please note, deliveries outside of England and Wales or to remote areas of England may take longer depending upon your geographical location.
- 6.3 **We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control then we will contact you as soon as practicable to let you know and we will take steps to minimise the effect of the delay. 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 contract and receive a refund for any products you have paid for but not received.
- 6.4 **If you are not at home when the product is delivered.** If no one is available at your address to take delivery and the products cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange delivery or collect the products from a local depot.
- 6.5 **If you do not re-arrange delivery.** If, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot, we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 9.2 will apply.
- 6.6 **When you become responsible for the product.** The product will be your responsibility from the time we deliver the product to the address you gave us.
- 6.7 **When you own goods.** You own a product once we have received payment in full.
- 6.8 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the products to you, for example, delivery address, contact details, size, colour

and quantity. If you provide incomplete or incorrect information, we may either end the contract (and clause 9.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need.

7. YOUR RIGHTS TO END THE CONTRACT

7.1 **You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

7.1.1 **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the product repaired or replaced or to get some or all of your money back), **see clause 10;**

7.1.2 **If you want to end the contract because of something we have done or have told you we are going to do, see clause 7.2;**

7.1.3 **If you have just changed your mind about the product, see clause 7.3.** You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods;

7.1.4 **In all other cases (if we are not at fault and there is no right to change your mind), see clause 8.6.**

7.2 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at 7.2.1 to 7.2.4 below, the contract will end immediately and we will refund you in full for any products which have not been provided. The reasons are:

7.2.1 we have told you about a change to the product you have ordered, after the date of your order but before the product is delivered to you and you do not agree to such change (see clause 5.2);

7.2.2 we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;

7.2.3 there is a risk that supply of the products may be significantly delayed because of events outside our control (see clause 6.3);

7.2.4 you have a legal right to end the contract because of something we have done wrong.

7.3 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most products bought online you have a legal right to change your mind at any time before you receive the products or within 14 days of receipt of the products. Where you change your mind in accordance with this right, provided you have not lost this right by opening a product (see clause 7.4 of these terms and conditions) you will receive a refund, save that in order to receive your refund you will be required to pay for the cost of returning the items.

7.4 **When you lose the right to change your mind.** For hygiene reasons, you will not have a right to change your mind, nor receive a refund, in respect of any items of underwear that you have opened or attempted to open. The definition of “underwear” shall include but shall not be limited to; briefs, boxer shorts, trunks, g-strings, thongs, French pants, knickers, panties, bras, bikini tops, bikini bottoms, swim suits, surf shorts, bras or any other items a reasonable person would consider to constitute underwear. The reason we do not accept returns of underwear is due to the fact that these items cannot be re-used or resold due to hygiene requirements. We therefore strongly advise that you; (i) carefully check your order before you submit it; and (ii) ensure that you do not attempt to open or remove from their protective packaging, any items which you intend to return.

7.5 **How long do I have to change my mind?**

7.5.1 **Your goods are delivered together in one delivery.** You have 14 days after the day you (or someone you nominate) receives the goods (Example: if we accept your order on 1 January and you receive the product on 10 January you may cancel at any time between 1 January and the end of the day on 24 January).

7.5.2 **Your goods are split into several deliveries over different days.** In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery to change your mind about

the goods (Example: if we accept your order on 1 January and you receive part of your order on 10 January and the remaining part of your order on 15 January, you may cancel in respect of all products ordered on 1 January at any time between 1 January and the end of the day on 29 January).

7.5.3 **Your goods are for regular delivery over a set period.** In this case you have until 14 days after the day you (or someone you nominate) receives the first delivery of the goods (Example: if we accept your order on 1 January in respect of products to be delivered at regular intervals over a year and you receive the first delivery of your product on 10 January, you may cancel at any time between 1 January and the end of the day on 24 January. 24 January is the last day of the cancellation period in respect of all products to arrive during the year).

8. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

8.1 **Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:

8.1.1 **Phone or email.** Call customer services on 020 3151 1928 or email us at returns@rebelempire.co.uk. Please provide your name, home address, details of the order and, where available, your phone number and email address.

8.1.2 **Online / By post.** Complete ***this form*** online or print it off and post it to us at the address on the form. Or simply write to us at that address, including the information required in the form.

8.2 **Returning products after ending the contract.** If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must either return the goods in person to where you bought them, post them back to us at C/O (Unit B072 (F)) Store First Ellesmere Port Mill Lane Industrial Estate, Stanney Mill Road Little Stanney, Chester, England, CH2 4HX.or (if they are not suitable for posting) allow us to collect them from you. Please call customer services on 020 3151 1928 or email us at

returns@rebelemire.co.uk for a return label or to arrange collection. If you are exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.

8.3 When we will pay the costs of return. We will pay the costs of return:

8.3.1 if the products are faulty or misdescribed; or

8.3.2 if you are ending the contract because we have told you of a change to the product you have ordered or these terms, 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.

8.4 What we charge for collection. If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection. The costs of collection will be the same as our charges for standard delivery.

8.5 How we will refund you. We will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

8.6 Deductions from refunds. If you are exercising your right to change your mind:

8.6.1 We may reduce your refund of the price (excluding delivery costs) 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. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

8.6.2 The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

8.7 **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind and we have not offered to collect the products you have ordered from you, then your refund will be made within 14 days from the day on which we receive the product back from you. For information about how to return a product to us, see clause 9.2.

9. OUR RIGHTS TO END THE CONTRACT

9.1 **We may end the contract if you break it.** We may end the contract for a product at any time by writing to you if:

9.1.1 you do not make any payment to us when it is due;

9.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products; or

9.1.3 you do not, within a reasonable time, allow us to deliver the products.

9.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

10. IF THERE IS A PROBLEM WITH THE PRODUCT

10.1 **How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at 020 3151 1928 or write to us at returns@rebelemire.co.uk or C/O (Unit B072(F)) Store First Ellesmere Port Mill Lane Industrial Estate, Stanney Mill Road Little Stanney, Chester, England, CH2 4HX.

10.2 **Summary of your legal rights.** We are under a legal duty to supply products that are in conformity with this contract. Nothing in these terms will affect your legal rights.

11. PRICE AND PAYMENT

- 11.1 **Where to find the price for the product.** The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order. We take reasonable care to ensure that the price of the product advised to you is correct. However please see clause 11.3 for what happens if we discover an error in the price of the product you order.
- 11.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- 11.3 **What happens if we got the price wrong.** It is always possible that, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.
- 11.4 **When you must pay and how you must pay.** We accept payment with Debit Card, Credit Card or from a Paypal account. You must pay for all products before we dispatch them. We will not charge your credit or debit card until we dispatch the products to you.
- 11.5 **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 2% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

- 11.6 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know and we will not charge you interest until we have resolved the issue.

12. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 12.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this 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 contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 12.2 **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 products and for defective products under the Consumer Protection Act 1987.
- 12.3 **We are not liable for business losses.** We only supply our products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 13.1 **Use of your personal information.** We will use personal information (including sensitive personal data) you provide to us: (i) in accordance with our Privacy Policy;

14. OTHER IMPORTANT TERMS

- 14.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We

will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 30 days of us telling you about it and we will refund you any payments you have made in advance for products not yet provided.

- 14.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 14.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 14.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 14.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 14.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed 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.