Terms and Conditions

Where to find information about us and our products

You can find everything you need to know about us, Woof Spa and Treats, and our products on our website www.woofspaandtreats.co.uk or from our sales staff before you order.

We don't give business customers all the same rights as consumers

For example, business customers can't cancel their orders, they have different rights where there is a problem with a product and we don't compensate them in the same way for losses caused by us or our products. Where a term applies just to businesses or just to consumers, this is clearly stated. You are a business customer if you are buying products wholly or mainly for use in connection with your trade, business, craft or profession, even if you are an individual.

When you buy from us you are agreeing that:

- We only accept orders when we've checked them and received full payment.
- Sometimes we reject orders.
- We charge you when you place an order.
- We charge interest on late payments.
- We pass on increases in VAT.
- We're not responsible for delays outside our control.
- Products can vary slightly from their pictures.
- You are responsible for ensuring that the animals do not have any allergies.
- We charge you if you fail to provide full address details.
- If you are a consumer and you bought online, by mail order or over the telephone, you have a legal right to change your mind.
- You can end an on-going contract (find out how).
- You have rights to a refund or replacement if there is something wrong with your product.
- We can change products and these terms.
- We can suspend supply (and you have rights if we do).
- We can withdraw products.
- We can end our contract with you.

- We don't compensate you for all losses caused by us or our products.
- We use your personal data as set out in our Privacy Notice.
- You have several options for resolving disputes with us.
- Other important terms apply to our contract.

If you are a business customer, this is our entire agreement with you

If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by us or on our behalf which is not set out in these terms and that you have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

We only accept orders when we've checked them

Once an order is placed and payment is made you will receive an order confirmation.

We will then check the order and dispatch our products to you, normally within 7 days at which time you will receive a dispatch notice.

Sometimes we reject orders

Sometimes we reject orders, for example, because a product is unexpectedly out of stock, because you are located outside the delivery areas, as stated on our website or because the product was mispriced by us. When this happens, we let you know as soon as possible and refund any sums you have paid.

We charge you when you order

If your product is goods (rather than digital content or services), you will own it once we have received payment in full.

If you are a business customer you have no set-off rights

If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law.

We charge interest on late payments

If we're unable to collect any payment you owe us we charge interest on the overdue amount at the rate of 8% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You pay us the interest together with any overdue amount.

We pass on increases in VAT

If the rate of VAT changes between your order date and the date we supply the product, we adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.

We're not responsible for delays outside our control

If our supply of your product is delayed by an event outside our control, such as courier issues, production delays, delays in obtaining raw materials, acts of god etc, we contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we won't compensate you for the delay, but if the delay is likely to be substantial you can contact our Customer Service Team: hello@woofspaandtreats.co.uk to end the contract and receive a refund for any products you have paid for in advance but not received.

Products can vary slightly from their pictures

A product's true colour may not exactly match that shown on your device or in our marketing or its packaging may be slightly different. Because our products are handmade, all sizes, weights, capacities, dimensions and measurements indicated on our website can be out by up to 10%.

You're responsible for making sure that the animals do not have any allergies

In providing you with the products we accept no responsibility for any allergies and recommend that you: email us on hello@woofspaandtreats.co.uk with any concerns or contact your vet.
Find information and tips on how to check for allergies on our website or contact our Customer Service Team by email on hello@woofspaandtreats.co.uk.

We charge you if you fail to provide full address details.

We charge you additional sums if you fail to provide full, or correct address details or don't give us information we've asked for about how we can access your property for delivery. For example, we might need to re-deliver on another day or pay for the return to our premises.

If you are a consumer and you bought online, by mail order or over the telephone, you have a legal right to change your mind .

Your legal right to change your mind. For most of our products bought online, by mail order or over the telephone, you have a legal right to change your mind about your purchase and receive a refund of what you paid for it, excluding the delivery costs. This is subject to some conditions, as set out below.

Your legal rights
14 days to change your mind if you purchased online, over the telephone or by mail order.
You pay costs of return

When you can't change your mind. You can't change your mind about an order for:

- products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;
- goods that are made to your specifications or are clearly personalised; and
- goods which become mixed inseparably with other items after their delivery.

The deadline for changing your mind. If you change your mind about a product you must let us know no later than 14 days after:

- the day you order your product.

How to let us know. To let us know you want to change your mind, contact our Customer Service Team: by email: hello@woofspaandtreats.co.uk

You have to return the product at your own cost. If your product is goods, you have to return it (and any free gifts provided with it) to us within 14 days of your telling us you have changed your mind. Returns are at your own cost. You can:

- send the product back to us, using an established recorded delivery service. You should keep a receipt or other evidence from the delivery service that proves you have sent the product and when you sent it. If you don't do this and we don't receive the goods at all or within a reasonable time we won't refund you the price. For help with returns, including creating return labels please email hello@woofspaandtreats.co.uk

We do not refund any delivery costs.

We do not refund if you have used or damaged a product. If you handle the product in a way which would not be acceptable in-store, we do not refund, due to its reduced value. For example, we do not refund if the product's condition is not "as new", price tags have been removed, the product-branded packaging is damaged, accessories are missing or the seal has been broken. In some cases, because of the way you have treated the product, no refund may be due. Our Customer Service Team: hello@woofspaandtreats.co.uk can advise you on whether we're likely to refund.

When and how we refund you. If your product is goods that you're sending back to us, we refund you within 14 days of receiving them back from you. We refund you by the method you used for payment.

You can end an on-going contract (find out how)

We tell you when and how you can end an on-going contract with us (for example, for regular goods) during the order process and we confirm this information to you in writing after we've accepted your order. If you have any questions, please contact our Customer Service Team: hello@woofspaandtreats.co.uk

You have rights if there is something wrong with your product

Return the product to us. If you think there is something wrong with your product, you must contact our Customer Service Team: hello@woofspaandtreats.co.uk to arrange the return.

Your rights and remedies if you are a consumer. We honour our legal duty to provide you with products that are as described to you on our website and that meet all the requirements imposed by law. [Your legal rights are summarised below. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.citizensadvice.org.uk.] Remember too that You have several options for resolving disputes with us.

Summary of your key legal rights
If your product is **goods**, 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 your legal rights entitle you to the following: Up to 30 days: if your goods are faulty, then you can get a refund or replacement Up to six months: if your goods can't be replaced, then you're entitled to a full refund, in most cases.

Your rights if you are a business. We warrant that on delivery[, and for a period of twelve months from the date of delivery (warranty period) any products which are goods shall:

- conform in all material respects with their description and any relevant specification;
- be free from material defects in design, material and workmanship;
- be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- be fit for any purpose held out by us.

Your remedies if you are a business. Unless an exception applies (see Exceptions to business customers' warranty) if:

- you give us notice in writing during the warranty period within a reasonable time of discovery that a product does not comply with the business customer warranty (see Your rights if you are a consumer);
- we are given a reasonable opportunity of examining such product; and
- you return such product to us at your cost,

we shall, at our option, replace the defective product, or refund the price of the defective product in full and this will be your only remedy for breach of the warranty. These terms shall apply to any replacement products supplied by us.

Exceptions to business customers' warranty. We will not be liable for a product's failure to comply with the business customer warranty (see Your rights if you are a business) if:

- you make any further use of such product after telling us it is non-compliant;
- the defect arises because you failed to follow our oral or written instructions as to the storage, use or maintenance of the product or good trade practice;
- the defect arises because we followed design or specification supplied by you;
- you alter the product without our written consent; or
- the defect arises because of fair wear and tear, wilful damage, negligence, or abnormal working conditions.

We can change products and these terms

Changes we can always make. We can always change a product:

- to reflect changes in relevant laws and regulatory requirements
- deal with technical problems
- minor changes to the product

We can suspend supply (and you have rights if we do)

We can suspend the supply of a product. We do this to:

- deal with technical problems or make minor technical changes;
- update the product to reflect changes in relevant laws and regulatory requirements; or
- make changes to the product (see We can change products and these terms).

We let you know, may adjust the price and may allow you to terminate. We contact you in advance to tell you we're suspending supply**,** unless the problem is urgent or an emergency. If we suspend the product you can contact our Customer Service Team: hello@woofspaandtreats.co.uk to end the contract and we'll refund any sums you've paid in advance for products you won't receive.

We can withdraw products

We can stop providing a product, such as goods. We let you know as soon as we are able and we refund any sums you've paid in advance for products which won't be provided.

We can end our contract with you

We can end our contract with you for a product and claim any compensation due to us (including enforcement costs) if:

- you don't make any payment to us when it's due and you still don't make payment within 14 days of our reminding you that payment is due;
- you don't, within a reasonable time of us asking for it, provide us with information, cooperation or access that we need to provide the product, for example, Name and Address
- you don't, within a reasonable time, either allow us to deliver the product to you or collect it from us. If you are a consumer and have said you will collect a product ("click and collect") but you don't do this within 7 days then we can at our discretion treat your order as cancelled and refund the purchase price, see If you are a consumer and you bought online, by mail order, or over the telephone, you have a legal right to change your mind .

We don't compensate you for all losses caused by us or our products

Our liability to consumers. We're not responsible for losses you suffer caused by us breaking this contract if the loss is:

- **Unexpected**. It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).
- **Caused by a delaying event outside our control**. As long as we have taken the steps set out in the section We're not responsible for delays outside our control.
- **Avoidable.** Something you could have avoided by taking reasonable action. For example, patch testing to ensure that the product is suitable for your pet.

Our liability for any loss you suffer in connection with your trade, business, craft or profession is limited, as described in *Our liability to businesses*.

Our liability to businesses. If you're a business, then, except in respect of the losses described in *Losses we never limit or exclude*:

- we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and

- our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total sums paid by you for products under such contract.

Losses we never limit or exclude. Nothing in these terms shall limit or exclude our liability for:

- death or personal injury caused by negligence to the extent preserved by section 2(1) of the Unfair Contract Terms Act 1977;
- fraud or fraudulent misrepresentation;
- breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; [or]
- defective products under the Consumer Protection Act 1987; or
- any liability that cannot legally be limited.

No implied terms about goods. Except to the extent expressly stated in *Your rights if you are a business*, we exclude all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982.

We use your personal data as set out in our Privacy Notice

How we use any personal data you give us is set out in our Privacy Notice

You have several options for resolving disputes with us

Our complaints policy. Our Customer Service Team: hello@woofspaandtreats.co.uk will do their best to resolve any problems you have with us or our products as per our Complaints policy.

Resolving disputes without going to court[(consumers only)]. Alternative dispute resolution is an optional process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. You can submit a complaint to Leanne and Natalie through their email at hello@woofspaandtreats.co.uk. Woof Spa and Treats does not charge you for making a complaint and If you're not satisfied with the outcome you can still go to court.

You can go to court. These terms are governed by English law. If you are a consumer then, wherever you live, you can only bring claims against us in the English courts. If you are a consumer we can claim

against you in the courts of the country you live in. If you are a business you irrevocably agree to submit all disputes arising out of or in connection with our contract with you to the exclusive jurisdiction of the English courts.

Other important terms apply to our contract

We can transfer our contract with you, so that a different organisation is responsible for supplying your product. We'll tell you in writing if this happens and if you are a consumer we'll ensure that the transfer won't affect your rights under the contract.

If you're a consumer and you're unhappy with the transfer you can contact our Customer Service Team: hello@woofspaandtreats.co.uk to end the contract within 14 days of us telling you about it and we will refund you any payments you've made in advance for products not provided.

You cannot transfer your contract with us to someone else

Nobody else has any rights under this contract. This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

If a court invalidates some of this contract, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

Even if we delay in enforcing this contract, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn’t mean we can't do it later.