Our Terms

- 1. What these terms cover. These are the terms and conditions on which we supply services to you and will also apply to any products supplied in the course of our services or separately such as products. These terms and conditions apply whenever you place an order with us for services or products of any type and, where applicable, to use of our website or any social media platforms.
- order to us. These terms tell you who we are, how we will provide services or products to you, how you and 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.
- 1.3 Applicability. These terms cancel and replace any previous versions. Please print or save these terms for future use as we cannot guarantee that they will remain accessible on our website in future. We may change these terms and conditions by posting the revised version on our website at any time. Please check our website from time to time. You will be bound by the revised terms if you continue to use our website following the effective date shown. These terms and conditions are available in the English language only.
- 1.4 Use of website. You agree that you will not in connection with our website:
 - (a) Breach any applicable law, regulation or code of conduct;
- (b) Publish or send any information (including links or references to other content), or otherwise behave in a manner, which:
- (i) is unlawful, defamatory, threatening, harassing, invasive of privacy, offensive, vulgar, racist, hateful, discriminatory, obscene, pornographic, sexually suggestive, promoting of self-harm, misleading, abusive or deceptive;
 - (ii)infringes any intellectual property or other rights of others;
 - (iii)involves phishing or scamming or similar; or
 - (iv)we otherwise reasonably consider to be inappropriate;
 - (c) sell access to our website:

- (d) sell advertising, sponsorship or promotions on or in connection with content except where explicitly authorized by us;
 - (e) use our website for junk mail, spam, pyramid or similar or fraudulent schemes;
- (f) do anything which may have the effect of disrupting our website including worms, viruses, software bombs or mass mailings;
 - (g) do anything which may negatively affect other users' enjoyment of our website;
- (h) gain unauthorised access to any part of our website or equipment used to provide our website;
- (i) use any automated means to interact with our systems excluding public search engines; or
 - (j) attempt, encourage or assist any of the above.
- 1.5 Website accuracy and interruption. We do not guarantee the accuracy of any content published on our website or that our website will be uninterrupted or error-free and we are not responsible for any losses arising from such inaccuracies, errors or interruptions. We are entitled, without notice and without liability, to suspend the website for repair, maintenance, improvement or other technical reason and to make changes to it or withdraw it altogether.
- 1.6 Accounts. If we permit you to create an account on our website, this is for your personal use only and is non-transferable. You must not authorise or permit any other person to use your account. You must take reasonable care to protect and keep confidential your password and other account or identity information. You must notify us immediately of any apparent breach of security such as loss, theft, misuse or unauthorised disclosure or use of a password. You are responsible for third parties who use your account or identity (unless and to the extent that we are at fault). We are entitled at any time for any reason and with or without notice to terminate your account on our site. If you wish to have any of your stored data deleted or wish to view a copy of this data, follow the process on the Privacy Policy.
- 1.7 Third Party Websites. We may link to third-party websites which may be of interest to you and/or include third-party advertising on our website and/or use third-party provided services on our website. We do not recommend or endorse, nor are we legally responsible for, those sites or services. You use such third-party sites or services at your own risk.

1.8 Intellectual Property. All trademarks, logos, content (including our website's structure and layout), graphics, images, photographs, animation, videos, text and software used on our website are our intellectual property or that of our suppliers, partners or other users. For the purposes of your personal use only, you may view such material on your screen and print a single copy. You may not otherwise use, sublicense, retrieve, display, modify, copy, print, sell, distribute, download, hire, reverse engineer (unless permitted by applicable law) or create extracts of, or derivative works from, such material without our specific prior written consent. You must not collect, scrape, harvest, frame or deep-link to any information on our website without our specific prior written consent. You license us to use your user generated content both on our own website and also, for marketing purposes, on other channels including different websites, social media and emails. User generated content includes but is not limited to your comments, photos, recipe ratings and reviews.

2. Information about us and how to contact us

- 2.1 Who we are. We are Tarte in a Box Ltd, a company registered in England and Wales. Our company registration number is 12786109 and our registered office is at 3 Pennycroft Cottages, Mead Lane, Upper Basildon, Berkshire RG8 8ND.
- 2.2 How to contact us. You can contact us by telephoning our customer service team at 07808 152218 or by writing to us at the above address or via email to: tartes@tarteinabox.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 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 Placing an order. You can place your order by using our email addresses or calling us directly. You can also change your order any time up to the relevant cut-off date / time (see further below). You must ensure that your order and any other information you supply to us is correct and you must promptly update us if there are any changes. You acknowledge that, for subscriptions or recurring orders, we will select the relevant recipes for you if you do not make your own selection by the cut-off date/time specified. By placing an order, you are confirming that you are 18 years of age or older and acknowledge that we cannot sell age-restricted products to anyone under the age of 18 and you will be asked to prove your age before purchasing such products.
- 3.2 Acceptance of 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. Placing an order does not create any binding obligation upon us unless and until accepted by us. We are not obliged to supply any services or products which are unavailable (notwithstanding that we have accepted your order).
- 3.3 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 services or products. This might be because we are fully booked up for the period, if you have requested a product that 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 services or products or because we are unable to meet a delivery deadline you have specified.
- 3.4 Your order number. We may 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 any order number whenever you contact us about your order.
- **3.5 We only sell to the UK.** Our website is solely for the promotion of our services and products in the UK. Unfortunately, we do not accept orders from or provide services or products to addresses outside the UK.
- 3.6 Payment. The price for the service or product supplied will be as per our acknowledgment of your order (see further below). You agree to pay by bank transfer. You authorise us and our third-party payment providers (if applicable) to take payment and/or to charge your payment card for the relevant amounts and at the relevant times. Provision of services or products is subject to us receiving cleared funds via bank transfer in advance

or, if applicable, our being able to charge your payment card. It is your responsibility to update your payment card details as necessary. A nominal charge may be incurred if you change your payment card details.

3.7 Discount codes. We may offer discount codes from time to time.

- (a) All discount codes refer to the price excluding (if applicable) delivery surcharges and any additional clearly marked surcharges associated with certain recipes that may feature on the menu from time to time. Such codes may only be applied to purchases made in respect of which the discount code was offered and registered through the account and are not transferable or redeemable for eash. Unless otherwise stated: (1) are only available for future new orders placed online, (2) cannot be used retrospectively, (3) can only be redeemed once per customer, (4) cannot be redeemed against the additional clearly marked surcharges associated with certain recipes that may feature on menu from time to time. Also you cannot use more than one discount code per the transaction unless we state otherwise; if we do so, the order in which the codes are to be applied is in our sole discretion.
- (b) Discount codes are subject to any additional specific terms and conditions which are specified at the point of issue. We reserve the right to reject, discontinue or otherwise modify any discount codes at any time without prior notice.
- (c) We may allocate credit to your account in certain circumstances, e.g. when you sign up, refer a friend or as a marketing incentive. Credits cannot be exchanged for cash and are non-transferable. Credits expire after the time periods specified on the credit note or on our website, whichever is the later. The validity period starts from the time the credit is allocated to your account. Any unused credit on your account will automatically expire if your account is closed. Credit can be used against the cost of standard recipes, the additional surcharges associated with certain recipes, special delivery surcharges.
- (d) Refer-a-friend credits only apply if the referred user is a third party who has been genuinely referred by you on an arm's length basis and if the delivery address is to a different address to that of the referrer.
- (e) New user credits apply only to the first account opened by you. It must not be used in connection with multiple accounts created or controlled by the same person.
- (f) We reserve the right to reject any discount code or credit and/or reclaim the amount of any discount or credit if we consider that it is being used in breach of these terms or is otherwise being abused.

4. Our services and products

- 4.1 Services and products may vary slightly from their description or pictures. The images of the services or 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 any products which we might supply. Your product may vary slightly from those images and services may differ from descriptions given. Although we have made every effort to be as accurate as possible, because our services are bespoke to you and our products are handmade, all sizes, weights, eapacities, dimensions and measurements indicated on our website have a reasonable tolerance.
- 4.2 Product packaging may vary. The packaging of any products supplied may vary from that shown in any images on our website.
- 4.3 Making sure your requirements are accurate. If we are providing any service or making any products to requirements or measurements you have given us you are responsible for ensuring that these requirements or measurements are correct.
- 5. Your rights to make changes.

If you wish to make a change to the services or products you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the services or products, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 8-Your rights to end the contract).

- 6. Our rights to make changes
- **6.1 Minor changes to services or products.** We may change the services or products:

- (a) to reflect changes in relevant laws and regulatory requirements for example (but not limited to) access to buildings or spaces, food hygiene, human or pet hygiene; and
- (b) to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not usually affect the substance of the service provided or your use of any products supplied.
- 6.2 More significant changes to services or products and these terms. We may make the following changes to the services or products, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any services or products paid for but not received:
 - (a) Withdrawal of a service or product; or
 - (b) Fundamental change to time of delivery or specification.
- 7. Providing the services or products
- 7.1 Delivery costs. The costs of delivery if applicable will be as displayed to you on our website or otherwise estimated, quoted or agreed with you.
- 7.2 When we will provide the services or products. During the order process we will let you know when we will provide the services or products to you.
- (a) If the products are one-off services. We will begin the services on the date agreed with you during the order process. Time shall not be of the essence.
- (b) If the products are products. We will contact you to agree a delivery date, of if no date is agreed this will usually be within 30 days after the day on which we accept your order.
- (c) If the products are ongoing services or a subscription to receive products. We will supply the services or products to you until either the services are completed or the subscription expires (if applicable) or you end the contract as described in clause 8 or we end the contract by written notice to you as described in clause 10.

- 7.3 We are not responsible for delays outside our control. If our supply of the services or products is delayed by an event outside our control then 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 contract and receive a refund for any services or products you have paid for but not received.
- 7.4 Collection by you. If you have asked to collect any products from our premises, you can collect them from us at any time during normal business hours on weekdays (excluding public holidays) unless agreed otherwise with us.
- 7.5 If you are not at home when services or products are delivered. If no one is available at your address to facilitate services or take delivery of products and there is no other means of performance, we will leave you a note informing you of how to rearrange.
- 7.6 If you do not allow us access to provide services. If you do not allow us access to your property to perform the services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 10.2 will apply.
- 7.7 If you do not re-arrange delivery. If you do not collect products ordered from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them we will contact you for further instructions and may charge you for storage costs and any further delivery costs. In the case of perishable products, we reserve the right to dispose of them at our discretion. If, despite our reasonable efforts, we are unable to contact you or rearrange delivery or collection we may end the contract and clause 10.2 will apply.
- **7.8 Your legal rights if we deliver products late.** You have legal rights if we deliver any products late. If we miss the delivery deadline for any products then you may treat the contract as at an end straight away if any of the following apply:
 - (a) we have refused to deliver the products;
- (b) delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or

(c) you told us before we accepted your order that delivery within the delivery deadline was essential.

7.9 Setting a new deadline for delivery. If you do not wish to treat the contract as at an end straight away, or do not have the right to do so under clause 7.8, you can give us a new deadline for delivery, which must be reasonable, and you can treat the contract as at an end if we do not meet the new deadline.

7.10 Ending the contract for late delivery. If you do choose to treat the contract as at an end for late delivery under clause 7.8 or clause 7.9, you can cancel your order for any of the products or reject the products that have been delivered. If you wish, you can reject or cancel the order for some of those products (not all of them), unless splitting them up would significantly reduce their value. After that we will refund any sums you have paid to us for the cancelled products and their delivery. If the products have been delivered to you, you must either return them in person to where you bought them, post them 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. Please call us to arrange this using the details on our website.

7.11 When you become responsible for the products. A product will be your responsibility from the time we deliver the product to the address you gave us or you or a carrier organised by you collects it from us.

7.12 When you own products. You own a product once we have received payment in full.

7.13 What will happen if you do not give required information to us. We may need certain information from you so that we can supply services or products to you, for example, addresses or contact details for you or third parties, keys to access property or parts of it etc. If so, this will have been stated in the description of the services or products on our website or will be informed to you when we confirm your order. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 10.2 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 services or products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

- **7.14 Reasons we may suspend the supply of services or products to you.** We may have to suspend the supply of a service or product to:
 - (a) deal with technical problems or make minor technical changes;
- (b) update the service or product to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the service or product as requested by you or notified by us to you (see clause 6).
- 7.15 Your rights if we suspend the supply of services or products. We will contact you in advance to tell you we will be suspending supply of the service or product, unless the problem is urgent or an emergency. If we have to suspend the service or product we will adjust the price so that you do not pay for service or product while they are suspended. You may contact us to end the contract for a service or product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than one month and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.
- 7.16 We may also suspend supply of the services or products if you do not pay. If you do not pay us for the services or products when you are supposed to (see clause 12.4) and you still do not make payment within seven days of us reminding you that payment is due, we may suspend supply of the service or products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the service or product. We will not suspend the service or product where you dispute the unpaid invoice (see clause 12.6). We will not charge you for the service or product during the period for which they are suspended. As well as suspending the service or product we can also charge you interest on your overdue payments (see clause 12.5).
- 8. Your rights to end the contract
- **8.1 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:
- (a) If you want to end the contract because of something we have done or have told you we are going to do, see clause 8.2;

- (b) If what you have bought is faulty or mis described you may have a legal right to end the contract (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), see clause 11;
- (c) If you have just changed your mind about the service or product, see clause 8.3. You may be able to get a refund if you are within a relevant cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any products;
- (d) In all other cases (if we are not at fault and there is no right to change your mind), see clause 8.6.
- 8.2 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 (a) to (e) below the contract will end immediately and we will refund you in full for any service or product which has not been provided and you may also be entitled to compensation. The reasons are:
- (a) we have told you about an upcoming ch<mark>an</mark>ge to the service or product or these terms which you do not agree to (see clause 6.2);
- (b) we have told you about an error in the price or description of the service or product you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the service or product may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the service or product for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than three months; or
- (e) you have a legal right to end the contract because of something we have done wrong [(including because we have delivered late (see clause 7.8).
- 8.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013). For most online purchases you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.
- **8.4 When you don't have the right to change your mind.** You do not have a right to change your mind in respect of:

- (a) services, once these have been commenced or completed, even if the cancellation period is still running;
 - (b) food and drink products;
- (c) products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;
 - (d) any products which become mixed inseparably with other items after their delivery.
- 8.5 How long do I have to change my mind? How long you have depends on what you have ordered and how it is delivered.
- (a) Have you bought services (for example, house sitting)? If so, you have up to 14 days prior to the date we are due to provide the service, or the service is part of a subscription. However, once we have commenced or completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind or, if later, we have or would have completed the service that day.
- (b) Have you bought products (for example, as part of our supper club? You will not usually have the right to change your mind for food and drink products. For anything else, you have up to 14 days prior to the date we are due to provide the products, or the next scheduled date if the product is part of a subscription.
- 8.6 Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you do not have a right to change your mind (see clause 8.1), you can still end the contract before it is completed. A contract for products is completed when the product is delivered and paid for. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end the contract in these circumstances, just contact us to let us know. The contract will not end until one calendar month after the day on which you contact us. We will refund any advance payment you have made for services or products which will not be provided to you. For example, if you tell us you want to end the contract on 4 February we will continue to supply the service or product until 3 March. We will only charge you for supplying the service or product up to 3 March and will refund any sums you have paid in advance for the supply of the product after 3 March.
- 9. How to end the contract with us (including if you have changed your mind)

- **9.1 Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:
- (a) Phone or email. Call us or email us using the details current on our website. Please provide your name, home address, details of the order and, where available, your phone number and email address.
- (b) Online. Complete the form on our website if one is available for the type of service or product.
- (c) By post. Write to us at the address given in these terms and conditions. Or simply write to us at that address, including details of what you bought, when you ordered or received it and your name and address.
- 9.2 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 products in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. Please call us to arrange collection, if applicable. If you are exercising your right to change your mind you must arrange for the products to be received within 14 days of telling us you wish to end the contract.
- 9.3 When we will pay the costs of return. We will pay the costs of return:
 - (a) if the products are faulty or mis described;
- (b) if you are ending the contract because we have told you of an upcoming change to the product 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; or In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.
- **9.4 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.

- **9.5 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.
- **9.6 Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind:
- (a) We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the products, if this has been caused by your handling them in a way and this may be a full reduction of the price if the products are perishable or otherwise cannot be used by us. If we refund you the price paid before we are able to inspect the products and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.
- (b) 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 five 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.
- (c) Where we provide a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.
- **9.7 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 then:
- (a) If the products are products and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For information about how to return a product to us, see clause 9.2.
- (b) In all other cases, your refund will be made within 14 days of your telling us you have changed your mind
- 10. Our rights to end the contract

- 10.1 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:
- (a) you do not make any payment to us when it is due and you still do not make payment within seven days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the service or product;
- (c) you do not, within a reasonable time, allow us to deliver any product to you or collect them from us;
- (d) you do not, within a reasonable time, allow us access to your premises to supply the services; or
- (e) if you commit an act or omission which in our reasonable opinion makes it impossible, substantially different or creates a risk to our staff or property by continuing to provide the services or products.
- 10.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 10.1 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.
- 10.3 We may withdraw the service or product. We may write to you to let you know that we are going to stop providing the service or product. We will let you know at least one month in advance of our stopping the supply of the service or product and will refund any sums you have paid in advance for services or products which will not be provided.

11. If there is a problem with the product

- 11.1 How to tell us about problems. If you have any questions or complaints about the product, please contact us. Please call us or email us using the details current on our website.
- 11.2 Summary of your legal rights. We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

If your product is products, for example meals supplied, the Consumer Rights Act 2015 says products 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:

- a) Up to 30 days: if your products are faulty, then you can get an immediate refund.
- b) Up to six months: if your products can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- c) Up to six years: if your products do not last a reasonable length of time you may be entitled to some money back.

See also clause 8.3.

If your product is services, for example house sitting services, the Consumer Rights Act 2015 says:

- a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- c) If you haven't agreed a time beforehand, it must be carried out within a reasonable time.

See also Exercising your right to change your mind (Consumer Contracts Regulations 2013).

11.3 Your obligation to return rejected products. If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them, post them 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. Please call us to arrange collection.

12. Price and payment

- 12.1 Where to find the price for the service or product. The price of the service or product (which includes VAT if applicable) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 12.3 for what happens if we discover an error in the price of the service or product you order.
- 12.2 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 service or product, we will adjust the rate of VAT that you pay, unless you have already paid for the service or product in full before the change in the rate of VAT takes effect.
- efforts, some of the services or products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the service or 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 service or product's correct price at your order date is higher than the price stated to you, 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 unmistakeable 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 products provided to you.
- 12.4 When you must pay and how you must pay. We accept payment by direct bank transfer. When you must pay depends on what product you are buying:
- (a) For products, you must pay for the products before we deliver or dispatch them. We will not charge your credit or debit card until we dispatch the products to you.
- (b) For services, you must make an advance payment the price of the services, before we start providing them. We will invoice you for the balance of the price of the services when we have completed them to the extent that this exceeds the sums paid in advance. You must pay each invoice within seven calendar days after the date of the invoice.
- 12.5 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 5% a year above the base lending rate of Barclays Bank Plc 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.

