

## Our terms

### 1. These terms

- 1.1. What these terms cover.** These are the terms and conditions on which we supply products to you, whether these are goods or services, from <https://shaker2go.co.uk> ("**our website**").
- 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 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. Are you a business customer or a consumer?** In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:
- You are an individual.
  - You are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

Provisions specific to consumers only are in **orange** and those specific to businesses only are in **blue**.

- 1.4. 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 or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these terms.

### 2. Information about us and how to contact us

- 2.1. Who we are.** We are Shaker2Go Limited, a company registered in England and Wales. Our company registration number is 09687410 and our registered office is at Rift Accounting House, 160 Eureka Park Upper Pemberton, Kennington, Ashford, England, TN25 4AZ.
- 2.2. How to contact us.** You can contact us by e-mailing our customer service team at [info@shaker2go.co.uk](mailto:info@shaker2go.co.uk) or by writing to us at Unit 4, Wissenden Corner, Wissenden Lane, Bethersden, Ashford, Kent, TN26 3EL.
- 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. Your account; Our contract with you**

- 3.1. User account.** You may be required to set up an account with us (**user account**) if you wish to use our services. To obtain a user account, you are required to complete a registration process which will include filling in an online application form. You hereby represent to us that all information submitted to us during the registration is accurate and true and you undertake to keep your registration information up to date.
- 3.2. Responsibility for your user account.** You are responsible for maintaining the confidentiality of your user account and password and for restricting access to your system and user account. This includes keeping your user account details secret such as your user account ID and password and not allowing other users to use your user account. You agree to notify us immediately if you have any reason to believe the security of your user account has been compromised, including if you believe that your password has become known to anyone else or if your password is being, or is likely to be, used in an unauthorised manner. You must log off each time at the end of the session. We shall bear no liability for any harm, loss or damage resulting from your failure to comply with the requirements of these terms.
- 3.3. Responsibility for purchases.** You are responsible for all use of your user account, including all purchases and online conduct (except where such use is directly due to our error). You may be liable for unauthorised usage of your user account because of failing to keep your information secure. If you believe you have been a victim of crime in relation to this website (including any fraudulent activity on your user account) you should immediately contact us.
- 3.4. Children.** Our products are not intended for children.
- 3.5. Reviews.** If the functionality of our website allows, you may post reviews so long as you do not post anything that is illegal, obscene, abusive, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any form of "spam".
- 3.6. Closure or suspension of your user account.** You acknowledge and agree that we shall be entitled to terminate or suspend your user account at our sole discretion without any notice to you in the event of your breach of these terms or without any reason. You understand that termination of your user account may lead to blocking, deletion, and limitation of your access to content, materials, information, and files uploaded, shared, submitted and made available in association with your user account, as well as access to some or all of our products and services.
- 3.7. How we will accept your order.** Our acceptance of your order will take place once you have completed the basket check-out procedure from our website, at which point a contract will come into existence between you and us.

- 3.8. If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing and will not charge you for the product and our contract will be terminated without penalty for us or you. 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 your payment was declined or because we have identified an error in the price or description of the product.
- 3.9. 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.
- 3.10. We currently only sell to the UK and Europe.** Our website is solely for the promotion of our products in the UK and Europe. Unfortunately, we do not currently accept orders deliver to addresses outside the UK and Europe.

#### **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.
- 4.2. Product packaging may vary.** The packaging of the product may vary from that shown in images on our website.
- 4.3. Acceptable tolerance.** Where relevant, a tolerance of 1 – 1.5 mm against the dimensions stated against a specific product on our website is considered acceptable and does not give any right for any claim that the specific product is defective in any way.

#### **5. Your rights to make changes**

If you are a consumer and wish to make a change to the product 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 product, 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 9 - Your rights to end the contract).

#### **6. Our rights to make changes**

- 6.1. Minor changes to the products.** We may change products to reflect changes in relevant laws and regulatory requirements.

- 6.2. **Changes to these terms.** We keep these terms under regular review. This version was last updated on 20<sup>th</sup> August 2021. We reserve the right to change these terms at any time by posting revisions to this website and e-mailing you a copy. Any changes are effective 15 days after we e-mail them to you and if you do not accept the new terms then do not use our website.

## 7. **Intellectual Property; Licence restrictions**

- 7.1. We are the owner or the licensee of all intellectual property rights in our website, in the material published on it, all of our publications and visual representations and designs whether published online or on our products (**Our IP**). Those works are protected by copyright laws and treaties around the world. All such rights are reserved. If you print off, copy or download any part of Our IP, your right to use our site and products will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

- 7.2. **Prohibited actions.** You agree that you will:

- (a) not use any part of Our IP for commercial purposes without obtaining a written licence to do so from us;
- (b) not attempt to replicate our products nor present yourself as having the right to do so and/or distribute our products to any third parties;
- (c) not sell, resell, rent, lease, sub-license, loan, publish, distribute, redistribute, provide, or otherwise make available, our website in any form, in whole or in part, to any person without prior written consent from us;
- (d) not copy our website except as part of the normal use of our website or where it is necessary for the purpose of back-up or operational security;
- (e) not translate, merge, edit, adapt, vary, alter or modify, the whole or any part of our website nor permit our website or any part of it to be combined with, or become incorporated in, any other programs, applications or digital content;
- (f) not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of our website;
- (g) not attempt to, or assist, authorise or encourage any person to circumvent, disable or defeat, interfere with or disrupt the safety, security or performance of our website;
- (h) not access or use the source code of our website; and
- (i) comply with all applicable technology control, export control and trade sanctions laws and regulations relating to our website.

- 7.3. **Acceptable use restrictions.** You must not (or permit or assist others to):

- (a) use our website in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, to knowingly transmit any data, send or upload any material that contains viruses, Trojan

horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;

- (b) use our website in a way that could damage, disable, overburden, impair or compromise our website or our systems or security or interfere with other users of our website;
- (c) collect or harvest any information or data from our website or attempt to decipher any transmissions to or from the servers running our website;
- (d) infringe Our IP or any intellectual property rights of any third party in relation to your use of our website, including by the submission of any content or material (to the extent that such use is not licensed by these terms); or
- (e) breach any of the user content rules in clause 3.5 – Reviews, or treat, interact with, or communicate with any user of our website or our staff in a way, which is unlawful, or can reasonably be considered to be offensive, harmful, threatening, intimidating, abusive, harassing, menacing, hateful, or racially or ethnically offensive, discriminatory or inflammatory.

- 7.4. **We do not guarantee availability of our website.** We will use reasonable skill and care to provide our website to you and to keep it safe, secure and error-free but we do not promise that your use of our website will be safe, secure, uninterrupted or error-free. We will use reasonable endeavours to maintain the availability of our website to you, but we do not guarantee 100% availability. For example, our website may become temporarily unavailable for maintenance, repairs, updates, upgrades, or due to network or equipment failures.

<b><u>FOR OUR CONSUMER CUSTOMERS</u></b>
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**8. Providing the products**

- 8.1. Delivery.** Delivery charges and timescales vary depending on the type of products ordered and the delivery address. Any stated delivery period given will be an estimate only. Time will not be of the essence for any stated delivery period. We recommend that you do not arrange for any tradesperson to install any product until you are in physical possession of such a product, and we are not liable for any expenses you incur for a tradesperson who you have arranged to install a product that does not arrive by the estimated delivery time.
- 8.2. Delivery costs.** The costs of delivery will be as advised when you place an order via our website.
- 8.3. When we will provide the products.** During or shortly after the order process we will let you know when we estimate we will provide the products to you, our aim will be to speak with you and agree a delivery time which will generally be within 48 hours of despatch.

- 8.4. We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control, then you will be contacted as soon as possible to let you know. 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 products you have paid for but not received.
- 8.5. If you are not available when the product is delivered.** If no one is available at your address to take delivery, the delivery company will leave you a note informing you of how to rearrange delivery. If you are not available to accept delivery when we have previously agreed a delivery time with you, we reserve the right to make a redelivery charge.
- 8.6. If you do not re-arrange delivery.** If, after a failed delivery to you, you do not re-arrange delivery or collect the product 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 10.2 will apply.
- 8.7. When you become responsible for the goods.** The products will be your responsibility from the time we deliver the product to the address you gave us, whether delivery is accepted by you personally or left in a previously arranged safe place such as with a neighbour.
- 8.8. When you own goods.** You own a product which is goods once we have received payment in full and risk shall pass to you on delivery.
- 8.9. Damage to goods in transit.** Once a product has been delivered to you personally or left in a previously arranged safe place such as with a neighbour, you have 48 hours to inform us if any damage has occurred to the product in transit so that we can investigate, and we will require photographs of any damage. If we do not hear from you within such period then the product will be deemed to have been delivered without any damage.
- 8.10. Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product to:
- (a) deal with technical problems or make minor technical changes;
  - (b) update the product to reflect changes in relevant laws and regulatory requirements;
  - (c) make changes to the product (see clause 6).
- 8.11. Your rights if we suspend the supply of products.** We will contact you in advance to tell you we will be suspending supply of the product unless the problem is urgent or an emergency. If we have to suspend the product for longer than 14 days, you may contact us to cancel your order and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

## **9. Your rights to end the contract**

**9.1. You can always end your contract with us under certain conditions.** 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 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 a service re-performed or to get some or all of your money back), see clause 12;
- (b) If you want to end the contract because of something we have done or have told you we are going to do, see clause 8.9;
- (c) If you are a consumer and you have just changed your mind about the product, you may be able to get a refund if you are within the statutory cooling-off period unless the products are bespoke or made to order, but this may be subject to deductions, and you will have to pay the costs of return of any goods, see clauses 9.3 and 9.4. [For the avoidance of doubt, there is no cooling off period for business customers.](#)

**9.2. If you are a consumer and you are 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 products which have not been provided. The reasons are:

- (a) we have told you about an upcoming change to the 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 product you have ordered, and you do not wish to proceed;
- (c) there is a risk that supply of the products may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 14 days; or
- (e) you have a legal right to end the contract because of something we have done wrong.

**9.3. Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013).** For most products bought online you have a legal right to change your mind within 14 days and receive a refund but this may be subject to deductions, and you will have to pay the costs of return of any goods. These rights are under the Consumer Contracts Regulations 2013 and these terms comply with them.

**9.4. When consumers don't have the right to change their mind.** You do not have a right to change your mind in respect of products made to your specifications such as bespoke or made to

measure or personalised products or any products which become mixed inseparably with other items after their delivery.

**10. How to end the contract with us (including if you are a consumer who has changed their mind)**

**10.1. Tell us you want to end the contract.** To end the contract with us, please let us know by e-mailing customer services on [info@shaker2go.co.uk](mailto:info@shaker2go.co.uk) or by writing to us at Unit 4, Wissenden Corner, Wissenden Lane, Bethersden, Ashford, Kent, TN26 3EL. Please provide your name, home address, details of the order, your phone number and email address.

**10.2. 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. If you are exercising your right to change your mind you must send off the goods within 14 days of telling us that you wish to end the contract.

**10.3. When we will pay the costs of return.** We will only pay the costs of return:

- (a) if the products are faulty or misdescribed; or
- (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.

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

**10.4. 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.

**10.5. 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.

**10.6. When your refund will be made.** We will make any refunds due to you as soon as possible after the products are received.

**11. Our rights to end the contract**

**11.1. 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 your payment fails or is recalled for any reason or you do not, within a reasonable time, allow us to deliver the products to you or collect them from us.

**11.2. You must compensate us if you break the contract.** We may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.



11.3. **We may withdraw the product.** We will notify you if you have made an order to let you know that we are going to stop providing the product and will refund any sums you have paid in advance for products which will not be provided.

**12. If there is a problem with the product**

12.1. **How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can contact us by e-mailing our customer service team at [info@shaker2go.co.uk](mailto:info@shaker2go.co.uk) or by writing to us at Unit 4, Wissenden Corner, Wissenden Lane, Bethersden, Ashford, Kent, TN26 3EL. Please provide your name, home address, details of the order, your phone number and email address.

12.2. **Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products you must return them to us as outlined in the return instructions supplied with them. If there are no return instructions, please email us at [info@shaker2go.co.uk](mailto:info@shaker2go.co.uk) for a return label or to arrange collection.

<b><u>FOR ALL CUSTOMERS' ATTENTION</u></b>
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**13. Warranty information**

13.1. We warrant that on delivery, but only where stated on our website, that for either a period of 1 year from the date of delivery or for a period of 6 years from the date of delivery (**warranty period**), the products shall:

- (a) conform in all material respects with their description; and
- (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

13.2. Subject to clause 13.3, if:

- (a) you give us notice in writing during the warranty period within a reasonable time of discovery that a product does not comply with the warranty set out in clause 13.1;
- (b) we are given a reasonable opportunity of examining such product; and
- (c) you return such product to us at our cost,

we shall, at our option, replace the defective product, or refund the price of the defective product in full.

13.3. We will not be liable for a product's failure to comply with the warranty in clause 13.1 if:

- (a) you make any further use of such product after giving a notice in accordance with clause 13.2(a);
- (b) the defect arises because you or your agent failed to store, install, assemble, repair or use the product correctly;

- (c) the defect arises due to your neglect or intentional inaction;
- (d) the defect arises because you failed to follow our oral or written instructions as to the storage, installation, assembly, repair or usage of the product;
- (e) the defect arises because you or your agent failed to follow good trade practice; or
- (f) the defect arises because of your or your agent's use of non-genuine parts or consumables, or you alter or repair the product without our written consent.

13.4. The warranty set out in clause 13.1 does not apply to consumables or wearing parts.

13.5. Except as provided in this clause 13, we shall have no liability to you in respect of a product's failure to comply with the warranty set out in clause 13.1.

13.6. These terms shall apply to any repaired or replacement products supplied by us under clause 13.2.

#### **14. Price and payment**

**14.1. Where to find the price for the product.** The price of the product (including any VAT stated on our website) 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 14.3 for what happens if we discover an error in the price of the product you order.

**14.2. 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.

**14.3. What happens if we got the price wrong.** It is always possible that, despite our best efforts, 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 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 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.

**14.4. When you must pay and how you must pay.** We accept payment via the methods stated on our website. You must pay for the products before we dispatch them.

**15. Our responsibility for loss or damage suffered by you**

- 15.1. If you are a consumer, 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.
- 15.2. We are not liable for business losses.** We will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity in the use of any product.
- 15.3. Health and Safety.** Where applicable, installation of any product, which includes any third-party you allow to install any product, and use of any product, must be done in accordance with any provided installation guide and in accordance with all applicable health and safety laws, regulations and guidance, and we accept no liability of any kind for any installation or use of any product that is not in accordance with the same.
- 15.4. 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.

**16. How we may use your personal information**

- 16.1. How we may use your personal information.** We will only use your personal information as set out in our [Privacy Policy](#).
- 16.2. If you are a business customer.** You are solely responsible for the representations you make to your customers within your own business, and you contract with them separately. We accept no liability for your obligations towards your customers.
- 16.3. We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation.
- 16.4. You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 16.5. Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

- 16.6. 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.
- 16.7. 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.
- 16.8. 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.
- 16.9. Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to CEDR (or the Centre for Effective Dispute Resolution) via their website at <https://www.cedr.com/>. CEDR will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings.