

## Terms & Conditions

### Introduction

#### 1 Definitions

'You', 'your' and 'the user' shall be the person accessing the website.

'We' and 'our' shall be Pongo and Pembe, the business and owner of the website.

'the website' shall be 'www.pongoandpembe.co.uk' in its entirety and any pages directly related.

#### 2 General Conditions of use

a) By accessing [www.pongoandpembe.co.uk](http://www.pongoandpembe.co.uk) and using the website you consent and are bound by our terms and conditions outlined here.

b) The website may only be used for lawful purposes and in a lawful manner. By using the website you agree to accept the terms and conditions outlined here. We reserve the right to amend the terms and conditions when necessary and without prior warning. It is the users responsibility to check the latest version at each visit. Your continued use of the website (or any part of it) following any change shall be deemed as your acceptance of said change. If you do not wish to abide by the terms and conditions, you must not use the website.

c) The website and all its contents are copyright of Pongo and Pembe. All rights reserved.

d) The website may contain links to other sites. These websites are not under the control of Pongo & Pembe and therefore we assume no responsibility for the content or any information disclosed by such sites and we shall not be liable for any and all forms of loss or damage you may incur by using them.

e) Pongo & Pembe takes reasonable steps to provide a reliable service, we cannot however guarantee that your use of this website will be uninterrupted and/or error free.

#### 3 Conditions of Sale

a) We have made every effort to ensure that all our products are displayed as accurately as possible, however we cannot guarantee that the colour shown on your monitors screen will accurately reflect the colour of the actual product due to variations in the colour settings of different screens.

b) The materials we use include, but are not limited to laminates, plywood, natural wood, slate, paper and acrylic. We make every effort to accurately portray and describe the product but we cannot be held responsible for the natural look or the imperfections of natural materials. Wood is a natural product and there will be variations in colour and grain in every piece.

c) There may be a rare occasion when we cannot accept your order. This would happen for the following reasons:

- Stock availability (*see section 3g.*)
- We cannot obtain authorisation for your payment.
- Pricing or product description error.
- Where a personalised order contains copyrighted material and permission to use has not been granted.
- Your personalised product contains threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience.

We reserve the right to cancel your order at any time and issue a full refund; this does not affect your statutory rights.

d) We try to keep our ordering process simple. Choose an item you wish to purchase, selecting the relevant options you require and adding your personalisation where necessary. Then add the order to your shopping basket. Once you have all the items you wish to purchase in your basket, click checkout and you will be asked for a few personal details that we need before completing the order. We will then send an email confirmation to the address provided, detailing the items you have ordered. This email does not constitute a

formal contract; it is only to provide you with a copy of your order and proof that we have received it. A formal contract will only be created upon dispatch of the order when you will be notified by email.

e) Once the order is placed, you will be directed to a third party payment provider (PayPal) where your payment will be processed. PayPal's terms and conditions can be found on their website. All prices are inclusive of VAT.

f) Thoroughly check your order for accuracy and spelling on screen before placing your order. Personalised products are reproduced exactly as entered into the website forms; therefore it is your responsibility to ensure the details are correct. If any errors are found, notify us immediately and we will try to incorporate the change where possible. Bespoke and personalised items cannot be refunded or returned due to mistyping or misspelling by the user.

g) We try to hold stock of all materials for products on our website. In the event of you ordering an item that we need to order materials for, we will contact you using the details provided within 2 working days of to confirm a likely delivery date. If this is not acceptable to you, we will refund the value of the item and you then have the option of placing an alternative order.

h) Postage and packaging costs are automatically calculated based on the weight of the products ordered. This cost will be added to the total of the items ordered before you make your payment. We currently use Royal Mail but reserve the right to change to an alternate service if the need arises. Please allow 2-7 working days from your receipt of our despatch email notification. We shall pack the goods in such manner as it considers appropriate but if you require a special method of packing by written notice to us at the time of placing an order the Company shall pack the goods as the purchaser requires at the purchaser's cost.

i) We aim to fulfil your order within 7 working days of receiving your order. If you require your order for a specific date within this period, please email us at [info@pongoandpembe.co.uk](mailto:info@pongoandpembe.co.uk) and we will do our best to fulfil your request. During peak times it may be necessary to extend this to a more realistic lead time based on demand. Where this is necessary changes will be posted on the website.

j) Neither we, nor any courier service provider that we use shall be liable for any failure to deliver products that you have ordered or any delivery where such failure or delay results from any circumstances outside of our reasonable control. These circumstances include, but are not limited to, ill health, strikes, adverse weather conditions (snow, flood, extreme winds etc.), fire, explosion, accident, riot, terrorism or act of god.

k) Due to the bespoke and personalised nature of the products we sell, we are unable to take returns or offer refunds on any personalised products.

l) Orders that have failed to arrive at their delivery address 15 days after receipt of despatch notification will be treated as lost. Please contact us immediately after this date and no more than 21 days to be eligible for a refund. It is the user's responsibility to provide correct contact and delivery details. We are not liable for any undelivered parcels where an incorrect delivery address has been supplied.

m) In the unlikely event an item arrives damaged, please send us pictures of the product and packaging to [info@pongoandpembe.co.uk](mailto:info@pongoandpembe.co.uk) and we will aim to resolve this issue with you.