



OUR TERMS AND CONDITIONS

1. THESE TERMS AND CONDITIONS

These are the terms and conditions on which we supply goods to you.

Please read these terms carefully before you submit your order to us. These terms and conditions tell you who we are, how we will provide goods to you, how the contract can be changed or ended, what to do if there is a problem and other important information. If you think that there is a mistake in these terms and conditions, please contact us to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 We are littlelifts (also referred to in these terms as “us” or “we”), a charity registered in England and Wales (Registered charity number 1170737). Our registered address is 4 Bawburgh Mill, Harts Lane, Norwich NR9 3LS.
- 2.2 You can contact us by telephoning our customer service team at 07880501538 or by writing to us at hello@littlilifts.org.uk.
- 2.3 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.

3. INTERPRETATION

3.1 Definitions:

“Box” or “Boxes”	the comfort box or boxes as described on the Website
"Conditions"	the terms and conditions set out in this document.
"Consumer"	a natural person acting for purposes outside their trade, business or profession.
"Contract"	the contract between littlelifts and the Customer for the sale and purchase of the Goods in accordance with these Conditions.
"Customer" or “you”	the person or firm who purchases Goods from littlelifts.
“Goods”	the Box or Boxes or other goods as set out in the Order.
"Order"	the Customer's order for Goods, as set out in the Customer's purchase order form (made through the Website).
"Order Confirmation"	the written confirmation from littlelifts confirming and accepting the details of the Order.
“Products”	the products contained within each Box, as changed from time to time.

“Website”

the littlelifts website found at www.littlelifts.org.uk.

3.2 Interpretation:

- 3.2.1 a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- 3.2.2 unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- 3.2.3 any phrase introduced by the Conditions **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those Conditions; and
- 3.2.4 a reference to **writing** or **written** includes emails, but not fax.

4. OUR CONTRACT WITH YOU

- 4.1 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions.
- 4.2 Our acceptance of your Order will only take place when we issue an Order Confirmation, at which point a Contract will come into existence between you and us.
- 4.3 We reserve the right to refuse to accept any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address.
- 4.4 In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the Order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.
- 4.5 We will assign an Order number to your Order and tell you what it is in the Order Confirmation when we accept your Order. It will help us if you can tell us the Order number if you need to contact us about your Order.

5. OUR PRODUCTS

- 5.1 We change the Products regularly and cannot guarantee that all of the items shown on our website accurately represent what will be included in the final Box that is sent to you.
- 5.2 We may change the Goods including the Boxes and the Products to reflect changes in relevant laws and regulatory requirements.
- 5.3 The images of the Goods and any Products to be included in the Boxes on our website are for illustrative purposes only. Products included in your Box or Boxes (if applicable) may vary from the images on the Website in respect of brands, flavours, colours, packaging and quantities shown.

6. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to your Order after you have received our Order Confirmation 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 overall price, the timing of delivery 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’).

7. DELIVERY

- 7.1 The options for the costs of delivery will be as set out on our website and the cost for delivery of your Order will be confirmed just before you place the Order.
- 7.2 We will deliver the Goods to you as soon as reasonably possible but please note that any indicated delivery dates are estimates only.
- 7.3 We are not responsible for delays outside our control. If our supply of the Goods 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 Goods you have paid for but not received.
- 7.4 If no one is available at your address to take delivery and the Goods cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange delivery or collect the Goods from a local depot.
- 7.5 If after a failed delivery to you, you do not re-arrange delivery or collect the Goods from a delivery depot and the Goods are returned to us, we will contact you for further instructions and may charge you for any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery we may end the Contract and clause 10.2 will apply.
- 7.6 The Goods will be your responsibility from the time we deliver it to the address you gave us in the Order or as otherwise agreed in writing after the Order Confirmation is received.
- 7.7 You own the Goods once we have received payment in full.
- 7.8 We may need certain information from you so that we can supply the Goods to you, for example, your name, billing address, delivery address (if different), name of the recipient (if a Box is intended for another person) and the recipient’s address. If so, this will have been collected as part of the Order. If you do not give us all of the required 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 for the re-delivery of the Goods (if required). We will not be responsible for supplying the Goods 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.

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 whether there is anything wrong with the Goods, how we are performing and when you decide to end the Contract:
- 8.1.1 If there is a problem with the Goods you may have a legal right to end the Contract (or to get the product repaired or replaced or to get some or all of your money back), see clause 11;
- 8.1.2 If you want to end the Contract because of something we have done or have told you we are going to do, see clause 8.2;

- 8.1.3 If you have just changed your mind about the Goods, see clause 8.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any Goods;
- 8.1.4 In all other cases (if we are not at fault and there is no right to change your mind), see clause 8.6
- 8.2 If you are ending a Contract for a reason set out at 8.2.1 to 8.2.4 below the Contract will end immediately and we will refund you in full for any Goods which have not been provided. The reasons are:
- 8.2.1 we have told you about an upcoming significant change to the product or these Conditions which you do not agree to;
- 8.2.2 we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- 8.2.3 there is a risk that supply of the Goods may be significantly delayed because of events outside our control; or
- 8.2.4 you have a legal right to end the Contract because of something we have done wrong.
- 8.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013). For most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these Conditions.
- 8.4 You do not have a right to change your mind in respect of:
- 8.4.1 any Goods which by reason of their nature cannot be returned or are liable to deteriorate or expire rapidly; or
- 8.4.2 Goods sealed for health protection or hygiene purposes, once these have been unsealed after you receive them.
- 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.
- 8.5.1 You have 14 days after the day you (or someone you nominate) receive the goods, unless:
- (a) You have ordered multiple Boxes or Goods which are split into several deliveries over different days. In this case you have until 14 days after the day you (or someone you nominate) receive the last delivery to change your mind about the Goods.
- 8.6 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, but you may have to pay us compensation. A Contract for Goods is completed when the product is delivered and paid for. If you want to end a Contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The Contract will end immediately and we will refund any sums paid by you for any Goods not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the Contract.

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

9.1 To end the Contract with us, please email us at shop@littlelifts.org.uk. Please provide your name, home address, details of the Order and, where available, your phone number and email address.

9.2 If you end the Contract for any reason after the Goods have been dispatched to you or you have received it, you must return it to us. You must post the Goods back to us at LITTLELIFTS, Bowthorpe Hall, Bowthorpe Hall Road, Norwich, Norfolk, NR5 9AA. Please call customer services on 07880501538 or email us at shop@littlelifts.org.uk for a return label. If you are exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the Contract.

9.3 We will pay the costs of return:

9.3.1 if the Goods are faulty or misdescribed; or

9.3.2 if you are ending the Contract because we have told you of an upcoming significant change to the product or these Conditions, 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.

9.4 For the avoidance of doubt, where you are returning the Goods, we will not arrange for collection.

9.5 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 If you are exercising your right to change your mind:

9.6.1 We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the Goods, if this has been caused by your handling them in a way which would not be permitted in a shop. See our Returns Policy [\[INSERT HYPERLINK\]](#) for further information. If we refund you the price paid before we are able to inspect the Goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount towards the costs.

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

9.7 We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then 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.

9.8 For further details please see our Returns Policy. [\[INSERT HYPERLINK\]](#)

9.9 For the avoidance of doubt, we will not provide a refund for returned Goods which have been in your possession for over three months from the date of delivery.

10. OUR RIGHTS TO END THE CONTRACT

- 10.1 We may end the Contract at any time by writing to you if:
- 10.1.1 you commit a material breach of your obligations to us under the Contract and (if such breach is remediable) you fail to remedy the breach;
 - 10.1.2 you do not make any payment to us when it is due;
 - 10.1.3 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example, delivery instructions; or
 - 10.1.4 you do not, within a reasonable time, allow us to deliver the products to you.
- 10.2 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 Goods 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.

11. IF THERE IS A PROBLEM WITH THE GOODS

- 11.1 How to tell us about problems. If you have any questions or complaints about the Goods, please contact us. You can telephone our customer service team at 07880501538 or write to us at shop@littleslifts.org.uk or by post at LITTLELIFTS, Bowthorpe Hall, Bowthorpe Hall Road, Norwich, Norfolk, NR5 9AA.
- 11.2 We are under a legal duty to supply Goods that are in conformity with this Contract. See the box below for a summary of your key legal rights in relation to the Goods. Nothing in these Conditions 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.

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:

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

See also clause 8.3 - exercising your right to change your mind.

- 11.3 If you wish to exercise your legal rights to reject the Goods see clause 9 for further details about returns.

12. PRICE AND PAYMENT

- 12.1 The price of the Goods (which includes VAT) will be the price indicated on the Order Confirmation when you placed your Order. We take all reasonable care to ensure that the price of the Goods advised to you is correct. However please see clause 12.3 for what happens if we discover an error in the price of the Goods in your Order.
- 12.2 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 Goods in full before the change in the rate of VAT takes effect.
- 12.3 It is always possible that, despite our best efforts, Goods may be incorrectly priced. We will normally check prices before accepting your Order so that, where the correct price of the Goods at your Order date is less than our stated price at your Order date, we will charge the lower amount. If the correct price of the Goods 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.
- 12.4 We accept payment by credit or debit card or through PayPal. You must pay for the Goods before they are dispatched by us.
- 12.5 You agree to provide current, complete and accurate purchase and account information for all purchases made through our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

13. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 13.1 If we fail to comply with these Conditions, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this Contract, 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.
- 13.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Goods as summarised at clause 11.2; and for defective products under the Consumer Protection Act 1987.
- 13.3 We only supply our Boxes for domestic and private use. If you use a Comfort Box for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

14. HOW WE MAY USE YOUR PERSONAL INFORMATION

How we may use your personal information. We will only use your personal information as set out in our [\[LINK TO PRIVACY POLICY\]](#).

15. OTHER IMPORTANT CONDITIONS

- 15.1 We may transfer our rights and obligations under these Conditions to another organisation.
- 15.2 You may only transfer your rights or your obligations under these Conditions to another person if we agree to this in writing.

- 15.3 This Contract is between you and us. No other person shall have any rights to enforce any of its Conditions.
- 15.4 Each of the paragraphs of these Conditions 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.
- 15.5 If we do not insist immediately that you do anything you are required to do under these Conditions, 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.
- 15.6 This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation will be governed by and construed in accordance with the law of England and Wales.
- 15.7 You and we both agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation.