

By placing your order and making payment through the Intervino store, you have entered into a contract with us for the provision of a personalised gift, which may or may not also have an accompanying gift box(es) (hereafter all called "Product"). It is important you read these Terms of Sale ("Terms of Sale") carefully before ordering any products through the store because they govern our relationship with you in relation to your purchase. Please understand that if you refuse to accept these Terms of Sale, you will not be able to order any Product(s) from the store. You may have other rights granted by mandatory law, and these Terms of Sale do not affect these except if the two are inconsistent. If this is the case then these Terms of Sale will override any other rights which you may have, unless this is not permitted by law.

### **OUR DETAILS**

We are Intervino Limited, a company registered in England and Wales at Companies House. Our registered office is Lencraft Distribution Centre Manby Road Louth Lincolnshire LN11 8HB and our registered number is 05659462. Our VAT number is 182 708 200. You can contact us by email [customerservices@intervino.co.uk](mailto:customerservices@intervino.co.uk) or call us on 01507 602101.

### **WHO CAN PURCHASE FROM US?**

To purchase from us you must be over 18 and resident in the UK. We can only ship to the UK. If you are not resident in the UK.

### **HOW YOUR CONTRACT WITH US IS FORMED**

Orders are submitted via the store in the following way. Once you are ready to make a purchase, you will check out. The store will ask for your payment details which will be processed on a secure server. When your payment has been processed your order information will be passed to us including your mailing address. We will not hold any of your payment details. It is your responsibility to ensure that your Order is correct before submitting it to us. If you have any problems with your Order, please call us on 01507 602101. You will be sent a confirmatory email to acknowledge that your Order has been placed.

All Orders are subject to acceptance by us. We are not obliged to accept your Order and may, at our discretion, decline to accept your Order in which case you will receive a full refund within 5 working days. On receipt of your order we will check to make sure we are able to fulfil your Order. Where we accept your Order, we will confirm such Order by sending you a second email ("Dispatch Email") confirming your Order, confirming dispatch of the Product(s) to the delivery address you have requested. This is sent out automatically by us to the email address you register with. By sending you the Dispatch Email and thereby confirming and accepting your Order, the contract between us ("Contract") is formed. After entering into the Contract, we will be under a legal duty to supply you with Products that are in conformity with the Contract. You should check both the confirmatory email and the Dispatch Email for accuracy and let us know immediately if there are any errors. If there are any problems with your Order, you will be contacted by a representative from Intervino Limited.

### **PRICE AND PAYMENT**

Prices and delivery costs are liable to change at any time, but changes will not affect Orders which we have already confirmed in a Dispatch Email. Prices are checked regularly. However, if we find the price has changed or that there has been a pricing error when we receive your Order we will contact you and ask if you wish to proceed at the correct price. The prices for the Products indicated on the store at checkout include all taxes, including VAT, which may be payable in respect of the Product(s) but excludes the delivery costs which will be automatically added to the total amount due when you view your items in your Shopping Basket. All payments must be made at the time of dispatch of the Product(s) to you. Payment for all Product(s) must be by credit or debit card or via Pay Pal. If we are unable to accept your Order for any reason then we will, at our option, either reject your debit or credit card or refund any money paid by you in respect of that Order. We will not dispatch the Product(s) until we receive payment in full. Please note, it is possible that your card issuer may charge you an online handling fee or processing fee. We are not responsible for this. For payment by card, all credit and debit cardholders may be subject to authorisation and authentication. If the issuer of your payment card or our service provider refuses to, or does not for any reason authorise or validate the payment, we will not be liable in these circumstances for any delay or non-delivery in respect of the Product(s) which you have ordered as a result.

In most cases your order confirmation contains all the necessary information to constitute a simplified VAT receipt in line with the HMRC guidelines. However, should you require a Full VAT invoice, these are available upon request: You can send your request via Contact us page; please allow up to 10 working days for these to be sent.

### **DELIVERY, TITLE AND RISK**

We aim to deliver Product(s) to you, to the delivery address you have requested in your Order within the time set out in our Dispatch Email but we cannot give an exact delivery date. If we have not delivered the Product(s) within 7 days of the Contract or any other date that we have agreed with you then you may cancel the Contract and we will refund any money paid by you.

We can only deliver Product(s) to addresses within the United Kingdom.

Ownership and risk of the Product(s) will pass to you on delivery.

### **DAMAGED OR DEFECTIVE PRODUCT(S)**

Subject to any specific warranties those implied by law, we do not offer any warranty or guarantee on our Product(s). You should inspect the Product(s) when you receive them for defects or damage. If you find a defect or damage you must tell us as soon as possible and we will arrange for their return to our Customer Service Centre, at no cost to you. If you would prefer repair or replacement of the Product(s) please contact us and we will replace the item at no extra charge to you where this is reasonably practicable. In addition, we will refund the cost of the return of the item to us by you. Nothing in this section affects your legal rights.

### **PRODUCT INFORMATION**

We are a reseller of product and therefore all obligations and responsibilities rest with the Manufacturer.

### LIMITATION OF LIABILITY

These Terms of Sale do not exclude our liability (if any) to you for:

- personal injury or death resulting from our negligence;
- fraud or fraudulent misrepresentation;
- for breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
- under Part 1 of the Consumer Protection Act 1987; or for any matter which it would be illegal for us to exclude or to attempt to exclude our liability.

Subject to this, in no event shall we be liable to you for any business losses and we shall only be liable to you for losses which you suffer as a result of a breach of these Terms of Sale by us. Our liability for losses you suffer as a result of us breaching these Terms of Sale is strictly limited to the purchase price of the Product you purchased and any losses which are a foreseeable consequence of us breaching these Terms of Sale. Losses are foreseeable where they could be contemplated by you and us at the time your Order is accepted by us. We are not responsible for any delay in, or failure of, performance of our obligations under any Contract arising from any cause beyond our reasonable control including any of the following: act of God, governmental act, war, fire, flood, explosion or civil commotion, failure in information technology or telecommunications services, failure of a third party (including failure to supply data) and industrial action. Please note that nothing contained in these Terms of Sale in any way affects your statutory rights.

### YOUR RIGHT TO CANCEL

You are purchasing product which has been personalised and therefore they are deemed non-returnable, unless such Products were damaged or faulty when delivered to you or have been incorrectly delivered. In these circumstances, you can return them and receive a refund from us.

You may cancel a Contract and receive a refund at any time before your Order is dispatched. To cancel the Contract, you must clearly inform us, preferably by email at [customerservices@intervino.co.uk](mailto:customerservices@intervino.co.uk) giving us your name, address and order reference. You must return defective products to us within 14 days after the day of notifying us, in the same condition in which you receive them. If you have not returned the Product(s) within 14 days of cancellation or when requested by us to do so, whichever occurs first you will forfeit your right to a refund. You must ensure that you take reasonable care of the Product(s) while they are in your possession. If you fail to comply with this obligation, we may have a right to deduct the cost of any deterioration, up to the price of the Product, from the refund to which you are otherwise entitled. All refunds will be made within 14 days. Where you paid for Products by payment card, refunds will be made by re-crediting your payment card account from which the money was originally debited.

### YOUR PRIVACY AND SECURITY

Intervino Ltd is committed to protecting your privacy. We promise to use the information that we collect about you in accordance with the Data Protection Act 1998.

How we use your contact information The personal information you provide to us will include your contact details, payment card details and information about any recipients of products that you wish us to deliver products to. Intervino Ltd will not sell or disclose any personal data to any third party unless required to do so by law. Where a phone number is requested, we may use this to contact you to ensure that you are happy with the service you received.

Securing your personal information Intervino Ltd uses Secure Socket Layers (SSL), the most advanced security system available. All of the personal information you enter, including your name, address, and the contents of your address book, is encrypted by secure server software before it is safely transmitted across the Internet. Our Customer Service Team has access to this information.

Credit card transactions. Your card details are not recorded or stored in our database. They are encrypted and are transferred securely to our Payment Service Provider Braintree or Paypal for immediate authorisation. Once we have received authorisation from the Payment Service Provider we will confirm your order.

### OTHER INFORMATION OF WHICH YOU NEED TO BE AWARE

We may not necessarily keep a copy of these Terms of Sale and your Order. We advise you to print a copy of them for your information in the future. These Terms of Sale and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract. The Contract and all communications between us will be conducted in the English language. The formation, existence, construction, performance, validity and all aspects whatsoever of these Terms of Sale or of any term of these Terms of Sale will be governed by the law of England and Wales. The English and Welsh courts will have non-exclusive jurisdiction to settle any disputes which may arise out of or in connection with these Terms of Sale or use of the Website. However, you should note that this does not prevent residents of Northern Ireland or Scotland from starting proceedings in their own local courts. If any provision of these Terms of Sale is found to be invalid or unenforceable by a court, it will be deleted from the rest of these Terms of Sale which shall remain unaffected. No delay or failure by us to exercise any powers, rights or remedies under these Terms of Sale will operate as a waiver of them, nor will any single or partial exercise of any such powers, rights or remedies prevent any other or further exercise of them. A person who is not a party to a contract governing the Terms of Sale between you and us is not entitled to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 except where these Terms of Sale expressly provide for such rights. All notices given by you to us must be given in writing to the address set out at the beginning of these Terms of Sale. We may give you notice at either the email or postal address you provide to us when placing an Order.