

## **FUNKYPIGEON.COM LIMITED WEBSITE TERMS & CONDITIONS**

**IMPORTANT LEGAL NOTICE:** This website at [www.funkypigeon.com](http://www.funkypigeon.com) is operated and managed by funkypigeon.com Limited, trading as funkypigeon.com.

funkypigeon.com Limited's company details are as follows:

Registered office: Greenbridge Road, Swindon, Wiltshire, UK SN3 3RX

Company Number: 06208854

Main Trading Address: 2<sup>nd</sup> Floor, County Gates, Ashton Road, Bristol, BS3 2JH

Secondary Trading Address: Route de la Garenne, Pitronnerie Road Industrial Estate,

St Peter Port, Guernsey, GY1 2RHEmail address: [customer.service@funkypigeon.com](mailto:customer.service@funkypigeon.com)

UK VAT number: GB238554836

Irish VAT number: IE9815801|

Telephone no: 0333 600 5100

**DEFINED WORDS:** In these terms and conditions a capitalised word has a particular meaning. This paragraph explains the meaning of some of those capitalised words by showing the relevant words in brackets after their meaning. Other meanings are explained in other paragraphs in the same way. These terms and conditions ("Terms") relate to the supply of any of the services ("Services") and/or products ("Products") listed on this website at [www.funkypigeon.com](http://www.funkypigeon.com) ("Website"). Any reference in these Terms to "we", "us" or "our" is a reference to funkypigeon.com Limited and any reference to "you" or "your" is a reference to any user of the Website and, where relevant, the recipient of any Product or Service from the Website.

**THESE TERMS ARE BINDING:** Please read these Terms carefully and make sure that you understand them before using the Website including to use any Services and/or order any Products. If you do not understand any of these Terms you can ask us to explain them further using the email address given above. Your use of the Website indicates your unconditional agreement that you accept and agree to be bound by the Terms in effect at the time of usage regardless of whether or not you choose to register with the Website. We may alter all or any part of these Terms (including the Products and Services which are available from the Website) at any time. If you register with the Website we will notify you by email if these Terms change. If you do not register with the Website you will need to check the 'last updated' information at the top of these Terms to confirm if they have changed since you last read them. If you do not accept the Terms, you should not use the Website. You should review these Terms regularly as your continued use of the Website means you accept the Terms as modified. Please understand that if you refuse to accept the Terms, you will not be able to order any Products from the Website.

These Terms were last updated on: 4<sup>th</sup> January 2017

You should print a copy of these Terms for future reference.

### **1 GENERAL**

1.1 The Services available via the Website and other mobile applications we make available (such as iPhone apps) may include the following as well as others:

1.1.1 an online address book detailing names, addresses, date of birth, and other information about your contacts, which will be compiled from information provided by you;

1.1.2 the online purchasing of certain Products; and

1.1.3 Certain prize draws and competitions.

1.2 The products ("Products") available via the Website may include the following as well as others:

- 1.2.1 personalised greeting cards, personalised posters, calendars, notebooks, , postcards and photobooks;
  - 1.2.2 personalised Mugs (“Mugs”);
  - 1.2.3 personalised Bears;
  - 1.2.4 flowers;
  - 1.2.5 personalised gifts;
  - 1.2.6 other non personalised gifts;
  - 1.2.7 personalised T-Shirts
  - 1.2.8 personalised Canvas
  
  - 1.2.9 personalised phone & tablet cases
  
  - 1.2.10 personalised Aprons, Cushions & Tote Bags
- 1.3 You may access some areas of the Website without registering your details with us. Certain areas of the Website are only accessible if you register.

1.4 If you access the Website via a mobile application you acknowledge that content from third party websites may be viewable via iFrame (video format) technology. If you access the Website via a mobile application you may be asked to agree to specific terms and conditions for that mobile application. You should read those terms and conditions carefully before agreeing to them as terms and conditions that are additional to or different from these Terms may apply.

## **2 YOUR STATUS**

2.1 By using the Website, you confirm that you are legally capable of entering into binding contracts; and you are at least 18 years old.

## **3 THE CONTRACT BETWEEN YOU AND US FOR PURCHASING PRODUCTS**

- 3.1 When you purchase any Products through our Website you will be entering a legally binding contract with us.
- 3.2 After placing an order, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy a Product. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that the Product has been posted (“Despatch Confirmation”). The contract between us (“Contract”) will only be formed when we send you the Despatch Confirmation. Please note that we reserve the right to stop your order – even after sending the Confirmation of posting- if we have reasonable grounds to believe that your order is fraudulent. If this is the case, then we will notify you by email.
- 3.3 The Contract will relate only to those Products whose despatch we have confirmed in the Confirmation of posting (which we are legally obliged to supply to you following acceptance of your order). We will not be obliged to supply any other Products which may have been part of your order until the despatch of such Products has been confirmed in a separate Despatch Confirmation.

3.4 We reserve the right to fulfil your order from our Guernsey production branch (Funky Pigeon (Guernsey)). The following Products may be produced and fulfilled from Guernsey:

- 3.4.1 Personalised greetings cards
- 3.4.2 Personalised posters
- 3.4.3 Personalised calendars / notebooks
- 3.4.4 Mugs
- 3.4.5 T-Shirts
- 3.4.6 Phone & Tablet cases
- 3.4.7 All Other Personalised Gifts

3.5 Prices charged to UK customers as identified on the Website are inclusive of any applicable VAT, duties and any other local taxes. Where any Product is ordered from the Website, produced and posted from Guernsey, then by placing your order, you are agreeing to take title to the ordered Products when they are released from our Guernsey production site.

3.6 Where a Product is posted from Guernsey, we will arrange for the postage of the Product on your behalf. In cases where a Product is posted to a UK billing address any applicable UK import VAT will be collected by Guernsey Post and paid on your behalf as the consignee of the Product(s). The Product(s) will be posted under the regulations laid down by the Import VAT Accounting Scheme as operated by Guernsey Post on behalf of HM Revenue & Customs.

3.7 Consignments posted to the UK of a value over £15 (excluding postage and packaging), from a location outside of the EU will be subject to import VAT at the applicable rate. Products below this value will qualify for Low Value Consignment Relief. (Please click on the link below to view the existing guidance on postal importation). From 1 April 2012, the £15 threshold on low value goods imported into the UK from the Channel Islands (including Guernsey) will be removed.

[http://customs.hmrc.gov.uk/channelsPortalWebApp/channelsPortalWebApp.portal?\\_nfpb=true&\\_pageLabel=pageImport\\_ShowContent&propertyType=document&id=HMCE\\_CL\\_000014#P122\\_9689](http://customs.hmrc.gov.uk/channelsPortalWebApp/channelsPortalWebApp.portal?_nfpb=true&_pageLabel=pageImport_ShowContent&propertyType=document&id=HMCE_CL_000014#P122_9689)

3.8 Prices charged to recipients ordering Products for despatch to a destination outside of the UK exclude any applicable local taxes such as VAT or equivalent sales taxes or import duties. The recipient, as importer of the ordered Product, is liable for any such taxes and will be responsible for any additional delivery charges associated with the importation of the Product(s) into any non-UK jurisdiction.

#### **Order cancellation rights**

3.9 Consumers in the European Union have the right to cancel contracts for the purchase of items within fourteen (14) days of the day after placing the order in some circumstances, including where they enter the contract online.

3.10 If you want to cancel an order please notify us quoting your name and order number:

3.10.1 by email at [customer.service@funkypigeon.com](mailto:customer.service@funkypigeon.com) ; or

3.10.2 by telephone on 0333 600 5100; or

by post to Greenbridge Road, Swindon, Wiltshire, UK SN3 3RX

- 3.11 Following receipt of your notification we will arrange for you to be refunded.
- 3.12 If you cancel your order during this fourteen (14) day cooling-off period we will refund the cost of the Products and (if the Products have already been delivered to you) the cost of sending the Products to you as follows:
- 3.12.1 if you return a Product that was part of a larger order, we will refund any specific delivery charges that you incurred for that particular Product;
- 3.12.2 if you return your entire order, we will refund the delivery charge incurred.
- 3.13 We will not refund your costs in returning the Product to us and other services provided to you in connection with your purchase (such as non-standard delivery) unless you are returning the item to us because of an error on our part.
- 3.14 Due to the bespoke nature of personalised Products (see paragraph 14) and the perishable nature of flowers the usual fourteen (14) day cooling-off period does not apply. These products are identified as products for which orders cannot be cancelled on their product pages.
- 3.15 For up to 30 days from the date of delivery, if your item is faulty you can get a refund. After 30 days and up to 6 months from the date of delivery, if your faulty item cannot be repaired or replaced, then you are entitled to a full refund.
- 3.16 Complaints – if you have any complaints in relation to your order or Products, please contact Customer Services using the information in 3.10.

#### **4 DESPATCH**

- 4.1 Subject to paragraph 4.2 of these Terms in relation to flowers only, your order will be posted on the date indicated in the Confirmation of Posting or, if no posting date is specified, then within 30 days of the date of the Confirmation of Posting, unless there are exceptional circumstances as explained in paragraph 22 of these Terms.
- 4.2 In relation to any order for flowers, your order will be **delivered** on the date indicated in the Confirmation of Delivery. Please refer to paragraph 11 of these Terms for more information on flower orders.

#### **4.3 6PM ORDER CUT OFF**

- 4.3.1 This service applies to all sizes of CARDS and POSTCARDS.
- 4.3.2 This does not apply to gifts or other printed products which need to be ordered by 2pm Monday to Friday for same day despatch
- 4.3.3 This does not apply to flowers which need to be ordered by 4pm Monday to Friday or by 2pm on Saturday for next day delivery
- 4.3.4 All card orders placed before 4pm Monday to Friday will automatically be posted the same day using Royal Mail First Class post unless the customer opts for another posting date or a different postal service such as Special Delivery.
- 4.3.5 Special Delivery options for next day delivery are only applicable until 2pm Monday to Friday.
- 4.3.6 Card orders placed between 4pm and 6pm will be posted the same day.

- 4.3.7 Royal Mail advises that 90% of First Class post arrives the next day but can take up to 3 working days to arrive.
- 4.3.8 The 6pm order cut off time for Cards and Postcards will NOT be available during peak periods such as Christmas, Valentine's Day, Mother's Day and Father's Day. During these periods the cut off time for same day posting will revert to 2pm.
- 4.3.9 Funky Pigeon reserves the right to suspend and/or withdraw the 6pm cut off time in the event of any unforeseen circumstances or unprecedented mechanical failures.

## 5 WEBSITE PRIVACY POLICY

- 5.1 In order to provide the Services and Products available through the Website, we will hold certain personal information relating to you. We have obligations in relation to your personal information under the Data Protection Act 1998.
- 5.2 By providing your personal information to us, you agree to us using it for the operation of the Website and the provision of Services and Products to you.
- 5.3 Where you provide personal information about other people (for example their name, date of birth, or address) you are confirming to us that you have the consent of those people to provide us with their personal information.
- 5.4 Any personal information that we collect from you will be used solely for the purposes of operating the Website and providing the Services and Products to you.
- 5.5 The personal information that you provide is securely stored within the Website and all personal information transmissions that provide payment or account details are encrypted.
- 5.6 We will not disclose your personal information to any outside organisation except as part of the operation of the Website and/or as necessary for the provision of the Services and Products to you where a third party may supply you with Products (in which case the third party supplier will be notified of your name, address and telephone number in order to fulfil your order) or where we are legally obliged to do so. To the extent that your personal information is disclosed to an outside organisation for the purposes set out in this paragraph, we shall ensure that such organisation complies with its requirements under the Data Protection Act 1998 as to the retention of your personal information
- 5.7 The accuracy of the personal information we hold about you and/or other people is dependent upon the accuracy of the information that you provide. We will not verify personal information other than that which is provided for payment or account purposes and we shall not be responsible for errors or problems that arise as a result of inaccurate information submitted by you.
- 5.8 We reserve the right from time to time to notify you (via SMS, email and post) of other products and services offered by Funkypigeon.com, Funkyparty.com and any WHSmith group company. Further to invite you to events that may be of interest to you which are similar to the Products and Services you have previously used or purchased from us. You will be given the opportunity to opt-out at the time of mailing if you do not wish to receive further information notices. We are entitled to notify you in relation to the balance of your prepay account or any transaction that you have commenced but not completed on the Website even if you have "opted-out" of information notices.
- 5.9 **Cookies:** Cookies are small text files. Many websites place cookies on your computer when you visit. Cookies are used to make websites work, or to make them work more efficiently, and to provide useful information to website operators. The table below explains what cookies we use and why. Many web browsers allow users to control most cookies through their browser settings. More information about cookies, including details on viewing what cookies have been set and how to delete them is available at: visit <http://www.allaboutcookies.org>.

<b>Cookie</b>	<b>Name</b>	<b>Purpose</b>	<b>Further information</b>
Log-in page	Log-in cookie	Cookie added to user's browser if box ticked to remember log-in details	Only used on log-in page.

## **6 INTELLECTUAL PROPERTY RIGHTS**

- 6.1 You are permitted to print off, and may download extracts, of any page(s) from the Website for your own personal use only and subject to the following conditions:
- 6.1.1 no document(s) or related graphic(s) on the Website are modified in any way;
- 6.1.2 no graphic(s) on the Website is used separately from the corresponding text; and
- 6.1.3 our copyright and trade mark notices and this permission notice appear in all copies.
- 6.2 Unless otherwise stated, the copyright and other intellectual property rights in all material on the Website (including photographs and graphical images) are owned by us or our licensors and any use of extracts from the Website other than in accordance with paragraph 6.1 for any purpose is prohibited. Where you breach any part of the Terms, your permission to use the Website shall automatically end and you must immediately destroy any extracts you have downloaded from the Website.
- 6.3 With 'Photo upload' the original photographer of the image you upload will remain the copyright of you or the person who allows you to upload their photograph. It is your responsibility to ensure that you obtain the permission of the copyright owner to use any image you use but do not own. We will not be held responsible if any image you upload infringes any third party rights. If we incur any costs (such as legal costs) or become liable to make any payment to a third party (such as damages) because an image you upload infringes someone else's rights you agree that you will refund us those costs and payments.
- 6.4 Subject to paragraph 6.1, no part of the Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without our prior written permission.
- 6.5 Any rights not expressly granted in these Terms are reserved for our sole and exclusive benefit.

## **7 WEBSITE ACCESS & AVAILABILITY**

- 7.1 We shall endeavour to ensure that access to and use of the Website is available 24 hours a day however access to the Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control and we shall have no liability whatsoever if for any reason the Website is unavailable at any time or for any period.

## **8 WEBSITE VISITOR MATERIAL & CONDUCT**

- 8.1 Other than personal information which is covered under our Privacy Policy (paragraph 5 of these Terms) and any photo upload in accordance with paragraph 6.3, any material you transmit or post to the Website shall be considered non-confidential and non-proprietary. We shall have no obligations with respect to such material. We and our assignees and licensees shall be free to use, copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sound, text and other things embodied

therein for any purpose. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to the Website constitutes a violation of their intellectual property rights, or of their right to privacy.

- 8.2 We will not be responsible for, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of the Website.
- 8.3 You are prohibited from posting or transmitting to or from the Website any material:
- 8.3.1 that is 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;
  - 8.3.2 for which you have not obtained all necessary licences and/or approvals;
  - 8.3.3 which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in any country in the world; or
  - 8.3.4 which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software of technologically harmful data).
- 8.4 You may not misuse the Website in any way (including, without limitation, hacking into the Website) or interfere with any other person's use and enjoyment of the Website or attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990.
- 8.5 We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Website or to your downloading of any material posted on it, or on any website linked to it.
- 8.6 We shall have absolute discretion for making any determination in respect of visitor material and conduct and if we have any reason to believe that there is or is likely to be a breach of security or misuse of the Website by you, your use of the Website may be suspended or terminated by us.
- 8.7 We shall fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting any material in breach of paragraph 8.3 or acting in breach of paragraph 8.4.
- 8.8 Funky Pigeon take no responsibility for any loss of personal data on devices that have had either physical or software modifications. This includes 'Rooted' devices and any non-factory standard upgrades

## **9 HYPERLINKS TO THIRD PARTY WEBSITES**

- 9.1 The Website may include hyperlinks to third party websites. These are provided solely for your information and convenience. If you use a hyperlink you will leave the Website. If you decide to access any third party website(s) using hyperlinks on the Website, you do so entirely at your own risk.
- 9.2 We do not review any third party websites which are accessed from hyperlinks placed on the Website and we do not control and are not responsible for any third party websites

including their content or availability, or any loss or damage that you may suffer from your use of them. We therefore do not endorse or make any claims about third party websites, any material found on them or any results that may be obtained from using them.

## 10 WEBSITE REGISTRATION

- 10.1 To register with the Website you have to enter your personal details. To register with the Website, you must be over eighteen (18) years of age.
- 10.2 After registering, you will be given immediate access to register your personal reminders which is provided as part of the Services. If you wish to return to your reminders at any time to make an alteration or to add more reminders, you will be asked to enter your email address and password.
- 10.3 Each registration is for a single user only. We do not permit you to share your user name and password with any other person nor with multiple users on any network.
- 10.4 Responsibility for the security of any password(s) issued by us rests solely with you.
- 10.5 You must ensure that the details that you provide on registration or at any time are correct and complete and you must inform us immediately of any changes to the information that you provide when registering by updating your personal details as necessary.
- 10.6 **TRUSTPILOT** – Automated Feedback Service (AFS) is an integration between Funkypigeon's business system and Trustpilot's review invitation service, which works as follows: A specific Trustpilot email address is added using the blind carbon copy ("Bcc") function to all of Funkypigeon's order confirmation emails or similar. From those Bcc emails, Trustpilot automatically retrieves the customer information it needs to send out separate review invitation emails on behalf of Funkypigeon. The only information collected by Trustpilot is the order ID, name and email address of the customer. The Bcc emails are automatically deleted from Trustpilot's systems after 30 days. Trustpilot processes data on Funkypigeon's behalf when sending out review invitations to Funkypigeon's customers. Funkypigeon is the data controller

## 11 FLOWERS

- 11.1 Please note that due to the seasonal availability of flowers it may be necessary to vary individual stems from those shown. Our skilled florists may substitute flowers for ones similar in style, quality and value. Where our flower designs include a sundry item such as a vase, box or tissue paper it may not always be possible to include the exact item or colour as displayed. If such an occasion arises we will make every effort to replace the item with a suitable alternative.
- 11.2 Please note we are unable to deliver flowers overseas.
- 11.3 Please note all flowers are Courier delivered.



11.3.1 Orders are delivered by DPD Courier service on a 7 day a week basis and this is a guaranteed next day service for most of Mainland UK. The exceptions are :-

AB36	BT64	IM2	IV52	PA28	PH31
AB37	BT65	IM3	IV53	PA29	PH32
AB38	BT66	IM4	IV54	PA30	PH33
AB55	BT67	IM5	IV55	PA31	PH34
AB56	BT68	IM6	IV56	PA32	PH35
BT1	BT69	IM7	IV6	PA33	PH36
BT13	BT7	IM8	IV63	PA34	PH37
BT14	BT70	IM86	IV7	PA35	PH38
BT15	BT71	IM87	IV8	PA36	PH39
BT16	BT74	IM89	IV9	PA37	PH40
BT17	BT74	IM9	JE1	PA38	PH41
BT18	BT75	IV1	JE2	PA39	PH42
BT19	BT76	IV10	JE2	PA40	PH43
BT2	BT77	IV11	JE2	PA41	PH44
BT20	BT78	IV12	JE3	PA42	PH49
BT21	BT79	IV13	JE3	PA43	PH50
BT22	BT8	IV14	JE3	PA44	PO30
BT23	BT80	IV15	JE3	PA45	PO31
BT24	BT81	IV16	JE3	PA46	PO32
BT25	BT82	IV17	JE3	PA47	PO33
BT26	BT9	IV18	JE3	PA48	PO34
BT27	BT92	IV19	JE3	PA49	PO35
BT28	BT93	IV2	JE3	PA60	PO36
BT29	BT94	IV20	JE4	PA61	PO37
BT3	FK17	IV21	JE5	PA62	PO38
BT38	FK18	IV22	KA27	PA63	PO39
BT39	FK19	IV23	KW1	PA64	PO40
BT4	FK20	IV24	KW10	PA65	PO41
BT40	FK21	IV25	KW11	PA66	ZE1
BT41	GY1	IV26	KW12	PA67	ZE2
BT42	GY10	IV27	KW13	PA68	ZE3
BT43	GY2	IV28	KW14	PA69	
BT44	GY3	IV3	KW15	PA70	
BT45	GY4	IV30	KW16	PA71	
BT46	GY5	IV31	KW17	PA72	
BT47	GY6	IV32	KW2	PA73	
BT49	GY7	IV36	KW3	PA74	
BT5	GY7	IV4	KW5	PA75	
BT51	GY8	IV40	KW6	PA76	
BT53	GY9	IV41	KW7	PA77	
BT54	HS1	IV42	KW8	PA78	
BT55	HS2	IV43	KW9	PA80	

BT56	HS3	IV44	PA20	PH20	
BT57	HS4	IV45	PA21	PH21	
BT58	HS5	IV46	PA22	PH22	
BT6	HS6	IV47	PA23	PH23	
BT60	HS7	IV48	PA24	PH24	
BT61	HS8	IV49	PA25	PH25	
BT62	HS9	IV5	PA26	PH26	
BT63	IM1	IV51	PA27	PH30	

Please note that there are no deliveries on, Bank Holidays or Public Holidays including Christmas Day, Boxing Day, New Year's Day. Funky Pigeon regrets that it is not possible to deliver to Post Office (PO) boxes, shipping agent addresses or BFPO (British Forces Post Office) addresses and certain Scottish Islands.

- 11.3.2 If a parcel arrives after the nominated delivery date, but is nonetheless accepted by the recipient then the parcel is deemed to have been delivered on time and no claim for late delivery will be accepted.
- 11.3.3 Standard deliveries will be made at any time Monday to Sunday between 7am and 7pm
- 11.4 Distribution damages must be notified with 24 hours of receipt.
- 11.4.1 Parcels are delivered on a leave safe basis. This allows the parcel to be left either with a neighbour or at a location at the premises that, in the absolute discretion of the driver, is deemed safe. If no safe location is available, then a card will be left and the delivery will be re-attempted on the next day. If the parcel is for delivery on Friday, re-attempt may be delayed to the following Monday depending on the volume of parcels in the network. Fedex will not entertain claims for late delivery if the delivery has been attempted and could not be left safe
- 11.4.2 Parcels are delivered on a leave safe basis. This allows the parcel to be left either with a neighbour or at a location at the premises that, in the absolute discretion of the postman, is deemed safe. If no safe location is available, then a card will be left and the delivery will be taken to the nearest Royal Mail Sorting Office. The onus rests with the customer to contact the sorting office to arrange for the re-delivery. Royal Mail will not accept claims if parcels are not collected.

## **12 OTHER PRODUCTS**

### **12.1 TEDDY BEARS WITH JUMPERS**

- 12.1.1 We are unable to offer refunds for teddy bears once ordered as they are personalised Products unless the Product is defective (please refer to paragraph 14 for more information on personalised Products).
- 12.1.2 On rare occasions if a jumper colour is out of stock then the closest in stock alternative will be used. If you are not happy with the alternative colour, then we will either exchange the teddy bear's jumper to match your order or offer you a refund.

12.1.3 Special characters cannot be printed on your teddy bear's jumper. The list of characters that can be used are any characters involving A-Z, a-z and 0-9.

12.1.4 Where personalisation includes upload photographs or images, please refer to paragraph 8).

## 12.2 PERSONALISED ALCOHOL

12.2.1 Alcohol can only be delivered to UK mainland addresses.

12.2.2 There are some exceptions and the following postcodes are excluded from delivery :

Postcodes	Start No	End No
AB	33	56
BT	1	94
GY	1	100
HS	1	100
IM	1	100
IV	1	100
JE	1	100
KA	27	28
KW	1	100
PA	20	80
PH	19	50
PO	30	41
TR	21	25
TR	21	25
ZE	1	100

## 12.3 PERSONALISED & NON PERSONALISED BALLOONS

12.3.1 Balloons can only be delivered to UK mainland addresses

12.3.2 There are some exceptions and the following postcodes are excluded from delivery :-

Postcodes	Start No	End No
AB	30	38
AB	41	56
BT	1	99
DD	9	9
FK	17	21
G	83	83
GY	1	9
HS	1	9
IM	1	9
IV	1	36
IV	40	51

IV	54	56
IV	63	63
JE	1	4
KA	27	28
KW	1	17
PA	20	48
PA	60	78
PH	30	49
PH	18	26
PH	15	16
TR	21	25
ZE	1	3

## 13 PRODUCTS

- 13.1 We shall endeavour to ensure that description(s) and picture(s) of the Products displayed on the Website are a true and accurate reflection. However, these descriptions and pictures may from time to time vary in minor ways from the actual Products provided. If a Product provided varies in a minor way from a description or picture displayed on the Website we shall notify you in the Confirmation. If you do not cancel your order having received such notification we will assume you are happy to proceed with the order and the minor difference in the Product from the relevant description or picture shall not be a breach of your contract with us. Please note that how your computer displays colours will depend partly on your display settings and we will not be liable to you where a colour difference between the Product displayed and supplied is attributable to display settings.
- 13.2 Unless otherwise stated on the Website, prices of Products displayed on the Website shall be inclusive of any applicable UK VAT but exclusive of all postage, handling and other delivery charges, which shall be shown separately when any Product(s) are being purchased from the Website.
- 13.3 The Website contains a large number of Products and it is always possible that, despite our best efforts, some of the Products listed on our site may be incorrectly priced. If price(s) of any Product displayed on the Website are incorrect, you will be contacted by us and given the option to either: (a) cancel your order for the relevant Product only; or (b) complete your order for the relevant Product at the correct price. Product prices and delivery charges are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Despatch Confirmation.
- 13.4 We will endeavour to deliver all orders for Products within the timescale selected at the time of purchase. However we cannot be held responsible for postal delays once the Product(s) have been posted by us for delivery unless you have selected a postage option which offers guaranteed delivery by a particular time, in which case we will refund your postage charge if that delivery time is missed.
- 13.5 Payment for all Products must be by credit or debit card at the point of order. We accept payment with Visa debit and credit cards, Mastercard, American Express and also Paypal. . We reserve the right to alter the list of acceptable payment cards at reasonable notice.
- 13.6 The Products will be your responsibility from the time of delivery.
- 13.7 You should inspect any Product(s) you purchase from the Website as soon as you can after delivery and notify us if you consider they are defective as soon as possible. If a Product is defective you are entitled to either:
- 13.7.1 ask us to repair the Product(s) at our own expense;
- 13.7.2 ask us to supply replacement Product(s) free of charge; or
- 13.7.3 ask us to reimburse the price paid for the relevant Product(s) to the credit or debit card used to purchase the goods.
- 13.8 We may require you to return a defective Product to us. If we do you will have to pay the cost of returning the defective Product to us but we will refund you the cost of doing so (unless the Product is not in fact defective) on receipt.

- 13.9 We will endeavour to resolve any complaint within fourteen (14) days or receipt but depending on the circumstances it may take us longer to reply. If we anticipate a reply will take longer than fourteen (14) days we will let you know.

In the event that a Product is defective, or you believe that you are due a refund, please contact our Customer Services team on 0333 600 5100 or by e-mail at [customer.service@funky pigeon.com](mailto:customer.service@funky pigeon.com). You will then be contacted with our offer of a refund and / or replacement and instructed on the address to which to send any returned goods.

- 13.10 From time to time we may wish to print your Products in advance of the Despatch Date requested. These Products will be held securely and then posted on the requested date. Where you wish to cancel an order prior to its selected Despatch Date but where the order has already been produced, we will give a refund and make a reasonable effort to stop despatch of the order but we cannot guarantee to stop the despatch of the order due to the high volume of Products that we produce. Where you wish to make an amendment to your order prior to the selected Despatch Date, we reserve the right to refuse this request if the order has already been produced as you are given every opportunity to check the personalisation and text on orders prior to purchase but you will still be entitled to cancel the order as above.

- 13.11 **MUGS** – Please note the mugs supplied are not recommended for use in dishwashers or microwave ovens.

#### 14 PERSONALISED PRODUCTS

- 14.1 We are unable to offer refunds on any personalised Products due to the personalisation element of the Product, unless the Product is defective.
- 14.2 Please ensure that your personalisation options are correct at the time of ordering as we cannot be held responsible for common errors such as misspellings or punctuation errors.
- 14.3 Special characters and symbols (as listed in paragraph 12.3) may not be printed on your final order as many of the production machines that we use cannot replicate special characters and symbols. If you use any special characters or symbols we cannot be held responsible for the special characters or symbols not being printed on your item and you will not be entitled to a refund if this happens.

#### 15 PAYMENT ON ACCOUNT (PREPAY CREDIT)

- 15.1 From time to time we may offer a scheme whereby you may make a payment on account as advance payment for Products in return for additional bonus credit which may be used to pay for Applicable Products and/or Services (as defined in paragraph 16.5).
- 15.2 The system of payment on account and bonus credit may be referred to as “Prepay” for promotional purposes. We may change the name of this promotion from time to time but these Terms shall apply to any scheme involving advance payment for Products and/or Services.
- 15.3 Prepay credit and bonus credit amounts are separately recorded and the total balance of credit is shown under 'your account'. The applicable bonus credit shall be calculated as a proportionate increase of 20% on the Prepay amount as follows:

Prepay Amount (both £ and €)	Bonus Credit (both £ and €)
10	2.50
20	5.00
30	7.50

- 15.4 We reserve the right to adjust the amounts of bonus credit applicable to any Prepay amount but any such change shall not affect the bonus credit in your account.
- 15.5 “Applicable Products and/or Services” for the purpose of paragraph 16.1 means any printed Products manufactured by us such as cards, posters, calendars, notebooks and door hangers. Prepay balances cannot be used to pay for gift cards or any other Products. Even if you have a credit balance in your Prepay account this will not be applied against a purchase of other Products which must be paid for using one of our other payment mechanisms.
- 15.6 At the point of checkout, the Company will check your balance of Prepay and bonus credit. Any Applicable Products and/or Services will always be paid for by drawing down the Prepay credit first and then any applicable bonus credit will be used subsequently. You will not be eligible for a refund to your credit or debit card or other payment method of any Prepay bonus credit used in paying for an order for which you receive a refund but simply on the balance of the paid-for Prepay credit. If you elect to receive a refund into your Prepay account rather than your credit or debit card or other payment method any bonus credit associated with that paid-for Prepay credit will remain available.
- 15.7 Any payment made on account shall be deemed as a payment for Products and/or Services to be ordered from this Website. After the initial refund period described in paragraph 16.9 our liability to you will be to provide Products and/or Services to the value of the account balance. Cash balances will not be returned except in cases where you have received defective Products and/or Services and requested a refund of the unused Prepay cash balance held on the account.
- 15.8 We will send an email to the address in your 'account details' to remind you of your balance every three (3) months. If a period of twenty-four (24) months has passed with no orders placed since your most recent transaction, then we will assume that your account is no longer active, the Prepay balance will expire and we shall be entitled to nullify your Prepay balance. We reserve the right to notify you more regularly of the balance of your account.
- 15.9 If you change your mind after making a payment on account you may request a refund by calling customer services within fourteen (14) days of the transaction. In such cases the amount refunded will be the sum of the original payment less the value of any Products and/or Services bought on account. Refunds can only be made to the credit/debit card or Paypal account used to make the original purchase. Refunds for Prepay will NOT include any bonus credit.

## 16 PROMOTIONS

### 16.1 **Multi buy offering**

- 16.2 We may from time to time extend a “multi-buy” offering whereby a discount will be attributable when purchasing a specified number of Products on the Website. Full terms on any such offering will always be set out on the appropriate webpage on the Website. We reserve the right to withdraw this offer at any time upon notice.

### 16.3 **Refer a Friend**

- 16.4 We may from time to time extend a “refer a friend” promotion, whereby an existing customer’s account number may be used by a friend for the purposes of registration. Upon registration, the original customer may receive bonus credit into their Prepay account and the new customer may receive a discount on their first order. Full terms on any such offering will always be set out on the appropriate webpage on the Website. We reserve the right to withdraw this offer at any time upon notice.

Funky Pigeon reserves the right to run prize draws from time to time. Each prize draw will have its own unique terms and conditions which will be published at the time of the competition.

## 17 QUICK GIFTS

- 17.1 When you order a Product on the Website, we may offer A Quick Gift or a Gift Card for use in third party retailers' stores ("Giftcard"). Quick Gifts including Giftcards cannot be purchased using your Prepay balance or without purchasing a greetings Card. Where you purchase one of our Cards, the cost of such Card(s) may be deducted from your Prepay balance and you will need to make an additional payment in relation to the Quick Gift.

## 18 LIABILITY

- 18.1 Subject always to paragraph 18.2, we, our officers, directors, employees, shareholders or agents and any other party involved in creating, producing, maintaining or delivering the Website will not be liable to you in connection with the use, inability to use or the results of the use of the Website, any websites linked to the Website or the material on such websites. While we take reasonable steps to ensure the Website is virus and error free we do not guarantee this. You should take steps to protect your computer equipment from virus and similar threats (for example, by using anti-virus software and firewall protection). You should not use the Website if you are not satisfied with this provision.
- 18.2 Nothing in these Terms shall exclude or limit our liability for:
- 18.2.1 death or personal injury resulting from our negligence;
- 18.2.2 death, personal injury or damage to property caused by a defective Product;
- 18.2.3 fraud or fraudulent misrepresentation;
- 18.2.4 breach of the term implied by section 12 of the Sale of Goods Act 1979 (that we have the right to sell the Products we sell);
- 18.2.5 breach of the terms implied by sections 13-15 of the Sale of Goods Act 1979 (that Products we sell will: (a) correspond with any description we provide; (b) be fit for purpose; and (c) be of satisfactory quality;
- 18.2.6 breach of the terms implied by section 2 of the Sale of Goods and Services Act 1982 (that you will have quiet possession of Products you purchase and that Products you purchase will be free from encumbrances).
- 18.3 Subject to paragraph 18.2 in no event shall our total aggregate liability to you for all and any damages, losses, and causes of action exceed the amount paid by you, if any, for accessing the Website, purchasing the Products and/or using the Services provided via the Website.
- 18.4 If you do not understand anything in this paragraph 18, or need more information about what the laws referred to say, please contact us. Depending on your question we may suggest you should take independent legal advice or contact a consumer advice body including Trading Standards (via Citizens Advice consumer service on 03454 040506) or your local Citizens Advice Bureau.

- 18.5 From 9 January 2016 consumers are entitled to make use of the online dispute resolution platform ([http://ec.europa.eu/consumers/solving\\_consumer\\_disputes/non-judicial\\_redress/adr-odr/index\\_en.htm](http://ec.europa.eu/consumers/solving_consumer_disputes/non-judicial_redress/adr-odr/index_en.htm))

## 19 DISCLAIMER OF WARRANTIES

- 19.1 Whilst we shall endeavour to ensure that the information on the Website is true and correct, we do not confirm the accuracy and completeness of the material on the Website other than to the extent it is a Product or Service description. We may make changes to the material on the Website, or to the Services, the Products and/or the prices described in Website, at any time and without notice. Material on the Website may be out of date, and we make no commitment to update such material other than to the extent it is a Product or Service description.

## 20 WRITTEN COMMUNICATIONS

- 20.1 Applicable laws require that some of the information or communications we send to you should be in writing. When using the Website, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on the Website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

## 21 EVENTS OUTSIDE OUR CONTROL

- 21.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Terms that is caused by events outside our reasonable control ("Force Majeure Event")
- 21.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes the following:
- 21.2.1 strikes, lock-outs or other industrial action;
  - 21.2.2 civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
  - 21.2.3 fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
  - 21.2.4 impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
  - 21.2.5 impossibility of the use of public or private telecommunications networks;
  - 21.2.6 the acts, decrees, legislation, regulations or restrictions of any government; and
  - 21.2.7 pandemic or epidemic.
- 21.3 Our performance under the Terms is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Terms may be performed despite the Force Majeure Event. If a



Force Majeure Event lasts longer than 30 days you may cancel your order without any further liability to us.

## **22 WAIVER**

- 22.1 If either we or you fail to insist upon strict performance of any obligations of the other under these Terms, or if we or you fail to exercise any of the rights or remedies to which we or you are entitled under these Terms, this will not constitute a waiver of such rights or remedies and will not relieve the other party from compliance with such obligations
- 22.2 A waiver of any default will not constitute a waiver of any subsequent default.
- 22.3 No waiver of any of these Terms will be effective unless it is expressly stated to be a waiver and is communicated in writing.

## **23 ENTIRE AGREEMENT**

- 23.1 These Terms set out the basis of our contract. To protect your own interests please read the Terms carefully before ordering. If you are uncertain as to your rights under them or you want any explanation about them please contact us for clarification. If you agree anything with our staff which is different from these terms and conditions, then please ensure you ask for this to be put in writing. In that way, we can avoid any problems surrounding what you and we are expected to do.

## **24 GOVERNING LAW & JURISDICTION**

- 24.1 The Terms shall be governed by and construed in accordance with English law. Disputes arising in connection with this legal notice shall be subject to the non-exclusive jurisdiction of the English courts.

## **25 SEVERABILITY**

- 25.1 If any paragraph or sub-paragraph of these Terms is held by a competent authority to be invalid or unenforceable the validity of the other paragraphs and sub-paragraphs of these Terms shall not be affected and they shall remain in full force and effect.

## **26 THIRD PARTY RIGHTS**

- 26.1 A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

## **27 MISCELLANEOUS**

- 27.1 All other communications should be provided to Funky Pigeon Customer Services on:  
Tel: 0333 600 5100  
Email: [customer.service@funkypigeon.com](mailto:customer.service@funkypigeon.com)