

TERMS AND CONDITIONS

If you have any questions about our products, if you need assistance, or if you have a query regarding your order please do not hesitate to contact us.

These Terms and Conditions are effective from 01.03.2007 until further notice.

1. Definitions

You, the Customer a person or company buying Products from us.

Consumer: a private person buying Products for private use. If you are a Consumer, please find your specific rights and exceptions in Section 15.

OrganiPets Limited (us, our) the Product vendor as identified on your invoice.

Order Confirmation formal acknowledgement of Product ordered by you, sent by OrganiPets Ltd

Price stated in Order Confirmation.

Product as described in Order Confirmation

2. Application

This Agreement applies to this sale, Service and all statements made by OrganiPets Ltd in brochures, price lists, adverts, quotations, on the internet or verbally. Any variations to this Agreement must be confirmed by OrganiPets Ltd in writing. Any other Terms and Conditions are excluded. Placing your order means acceptance of this Agreement. This Agreement does not apply to Product purchases from a reseller or distributor nor is it a reseller or distribution agreement.

3. Orders/Contract

Orders may be received by internet but are only binding when accepted by OrganiPets Ltd. in a written Order Confirmation. Please check the Order Confirmation and notify OrganiPets Ltd. of any mistake in writing immediately or the details stated in the Order Confirmation will apply to this Agreement. OrganiPets Ltd. reserves the right to change Products at any time but OrganiPets Ltd. guarantees you at least equivalent functionality.

4. Price & Payment Terms

Products prices and tax are as shown on your invoice. Changes to exchange rates, duties, insurance, freight and purchase costs may cause OrganiPets Ltd. to adjust prices accordingly. Payment will be made before supply of products or, if agreed, within 7 days of the invoice date without further notice from OrganiPets Ltd.. Payment timing is of the essence. OrganiPets Ltd. may suspend delivery until full payment for that order.

5. Postage and Packaging

Orders over £50 p&p free

Orders from £30 - £49 p&p £3.99

Orders from £0 - £29 p&p £5.99

6. Delivery/Title/Risk

We aim to dispatch all orders as quickly as possible they should be with you in 4 working days. We can only deliver to UK destinations. If you are outside the UK please contact us and we will try and help. The delivery period in the Order Confirmation is approximate. The place of delivery is stated in the Order Confirmation. Title to Product passes on full payment. If you refuse delivery without OrganiPets Ltd.'s agreement, you must pay OrganiPets Ltd.'s expenses or loss resulting from that refusal, including storage costs, until you accept delivery. Risk of the loss of the goods passes to you on delivery.

6. Export orders

Product will only be delivered to addresses within the territory of the United Kingdom. Any product exported outside of the United Kingdom, following delivery to a the United Kingdom, is done so entirely at the risk of the consumer.

7. Acceptance

When you receive Product you must inspect it for any defects or damage within 24 hours. After this period, you will have accepted Product. If OrganiPets Ltd. agrees to the return of Product at its choosing, it must be in its original condition with packaging, a return note and proof of purchase; the return costs may also be payable by you.

8. Warranty

Unless otherwise stated, OrganiPets Ltd. guarantees to you that the Products will be free from defects for 3 months from despatch date. Should Product be defective within this period, OrganiPets Ltd. will replace Product within a reasonable time. All reasonable care and endeavour shall be used to resolve problems within a realistic period in the circumstances. OrganiPets Ltd. warranty is given in place of all implied warranties and that such implied warranties are excluded to the fullest permitted extent. OrganiPets Ltd. may revise its limited warranties from time to time but any such change will not affect products ordered by you prior to the date of such change.

OrganiPets Ltd. does not give a warranty guarantee protection for:

- damage caused by incorrect storage by any unauthorised 3rd party or yourself;
- damage caused by any party (except OrganiPets Ltd.) or other external force;
- fitness for any particular purpose;
- any instruction given by you and correctly performed by OrganiPets Ltd.

You must provide OrganiPets Ltd. with all reasonable courtesy, information, cooperation, facilities and access to enable OrganiPets Ltd. to perform duties, failing which OrganiPets Ltd. shall not be obliged to perform any Service or assistance.

Please note that your calls to OrganiPets Ltd. may be monitored for training purposes.

9. Intellectual Property (IP)

OrganiPets Ltd. retains all OrganiPets Ltd.-owned IP in Product. You must notify OrganiPets Ltd. immediately of any infringing or unauthorised use of Product or IP in it.

10. Force Majeure

OrganiPets Ltd. is not liable for delays in performance (incl. delivery) caused by circumstances beyond its reasonable control and leading to a time extension for performance; examples include strikes, terrorist acts, war, supplier / transport / production problems, exchange fluctuations, governmental or regulatory action and natural disasters. If this lasts more than 30 days, this Agreement may be terminated by either party without compensation.

11. Confidentiality

Each party must treat all information received from the other marked "confidential" or reasonably obvious to be confidential as it would treat its own confidential information.

12. Termination

OrganiPets Ltd. may terminate this Agreement with immediate written notice if you fail to pay on time. Either party may terminate if the other: 1) commits a material or persistent breach of this Agreement and fails to remedy this within 30 days of written notice from the other; or 2) becomes insolvent or is unable to pay debts as they fall due.

13. Your obligations as a Customer

You are responsible for:

- your own choice of Product and its suitability for purpose;
- your telephone & postal charges in contacting OrganiPets Ltd., if any;

You must provide OrganiPets Ltd. with all reasonable courtesy, information, cooperation, facilities and access to enable OrganiPets Ltd. to perform duties, failing which OrganiPets Ltd. shall not be obliged to perform any Service or assistance.

Please note that your calls to OrganiPets Ltd. may be monitored for training purposes.

14. Data Protection

Your data will be held and/or transferred in strict accordance with the applicable data protection laws. You consent to your personal data being transferred to a OrganiPets Ltd. company outside of the EEA. You may instruct OrganiPets Ltd. not to use your data for direct marketing purposes.

15. Consumer Rights

If you are a Consumer you may cancel your purchase at any time before it is despatched from OrganiPets Ltd. without cause and receive a refund of the Price paid. To do this you must inform OrganiPets Ltd. in writing. Any statutory Consumer rights are unaffected by this Agreement.

16. Jurisdiction

United Kingdom law and the exclusive court jurisdiction of the British courts will apply to this Agreement. The Vienna Convention on Contracts for the International Sale of Goods is excluded.

17. Miscellaneous

If any part of the Agreement is found to be invalid or unenforceable by a court, the rest is unaffected. OrganiPets Ltd. may subcontract, assign or transfer its obligations or rights to a competent third party whether in whole or in part. You may not assign or transfer any of your obligations. All notices must be in writing (by hand, email, fax or 1st class post deemed delivered 48 hours after posting) and sent to a legal officer of either party.

18. You can find all current OrganiPets Ltd. policies, Product and Service Offering details and notices via www.organipets.co.uk Those in place at the date of this Agreement govern this Agreement.

RETURNS POLICY

Here at OrganiPets Ltd. we want you to be delighted every time you shop with us. Occasionally though, we know you may want to return items, so below is our returns policy.

If any item of your order is damaged or not the item ordered we will replace the item, providing the product is returned to us within 7 days of delivery.

This does not affect your statutory rights.

To Exchange a product

If upon receiving your order, you are dissatisfied for any reason whatsoever, please return your order in it's original condition along with a note explaining the reason for return and your request for the new product you would like exchanged. It is that simple!

Your card will be charged/refunded any difference in cost.

To return an item, please enclose a note giving the reason for the return along with your order number, wrap the package securely and send the package to the address below.

Postal Address:

OrganiPets Ltd.

PO Box 715

Oxford

OX1 9EG

Please ensure that the item is returned back to us in an unused condition unless faulty or damaged within 7 days of the date the item is delivered to you.

For your protection we recommend that you use a recorded-delivery service.

This returns policy does not affect your statutory rights. Any refunds will be made within 30 days from notification to us and in accordance to our terms and conditions.

To Cancel your order

If upon receiving your order, you are dissatisfied for any reason whatsoever, please return your order in its original condition and we will reimburse you for the full value of your order. It is that simple! Please ensure that the item is returned back to us in its original condition unless it is delivered damaged, within 7 days of the date the item is delivered to you.

You should be aware that once we begin the delivery process, you will not be able to cancel any contract you have with us for services carried out by us (for example, postage and packing, banking charges and the administration and labour incurred).

Should any item be returned back to us in a condition which we deem has been used we will be unable to accept your request to cancel unless the item arrives damaged or it is proved to be faulty by our returns department.

To return an item, please enclose a note giving the reason for the return along with your order number, wrap the package securely and send the package to the address below.

Postal Address:

OrganiPets Ltd. Ltd
PO Box 715
Oxford
Ox1 9EG

For your protection we recommend that you use a recorded-delivery service.

This returns policy does not affect your statutory rights. Any refunds will be made within 30 days from notification to us and in accordance to our terms and conditions.

You are entitled to cancel any payment at any time where fraudulent use has been made of your credit or debit card by another person not acting on behalf of you or as your agent and to be re-credited by us to the extent that such sums are not reimbursed by the card issuer in such circumstances.