



The terms and conditions (T&Cs) apply to the use of **Off You Go!**

General

By placing an order with us, you are agreeing to accept these T&Cs.

Please note, these T&Cs are subject to change at any time and without notice, and it is your responsibility to check these T&Cs regularly before ordering products or services in case there are any changes.

These T&Cs shall apply to all contracts entered into by **Off You Go!** ("Off You Go!", "we" or "us") whose registered office is at 10 Nightingale Lane, London SW12 8TB.

Where you do not accept these T&Cs in full, you do not have permission to access the contents of this website and should cease using it immediately.

The T&Cs do not affect the rights you may have under any relevant statutory law.

You represent and agree that all goods ordered by you are for your own private and domestic use only and are not for resale.

You must be eighteen years old or older to use this site. If you are under eighteen, you may only use this site with the agreement of, and under the supervision of, a parent or guardian. If you do not qualify, please do not use this site.

You warrant that all details you provide to **Off You Go!** for the purpose of ordering or purchasing goods are true, accurate, current and complete in all respects.

You agree that mobile phone, email and WhatsApp can be used as a means of communication, notification and billing between us.

Off You Go! reserves the right to end our agreement with you and to suspend or terminate your access to the site immediately and without notice to you if:

- You fail to make payment to us when due
- You breach any of these T&Cs
- When requested by us to do so, you fail to provide within a reasonable time, enough information to enable us to check the accuracy and validity of any information supplied by you, or your identity
- We suspect you have engaged, or are about to engage, or are connected to or otherwise have way of being involved in fraudulent or illegal activity
- You agree that if you break these T&Cs, or any liabilities are incurred arising out of your use of this website, you will be responsible for the costs and expenses that we or our officers, directors, employees, agents and suppliers incur as a result of the breach, including reasonable legal fees (if applicable).

If you have any queries relating to the T&Cs, please do not hesitate to *Get In Touch*

About us

- We are Off You Go! registered at 10 Nightingale Lane, London SW12 8TB.
- You can contact us using the contact details available on *Get In Touch*
- To contact you, we will do so by telephone, WhatsApp or by writing to you at the email address or postal address you provided to us.

Contract

- When placing an order, you agree that any and all information given is accurate and complete.
- All orders are subject to acceptance by us and product availability.
- The confirmation email will be sent to the email address given in your order form and will detail products ordered, payment method, cost and usual delivery times. You must check that all the details on this confirmation email are correct and *Get In Touch* with us as soon as possible if any details are incorrect.



- If your order has not been accepted, you will receive an explanatory email from us detailing the reasons why.
- Your acceptance of the order will take place when we validate your order confirmation, at which point a contract will come into existence between you and us.
- If we are unable to accept your order, we will inform you of this in writing. This might be because we do not have the capacity to fulfil the service you ordered at that time, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the service or because we are unable to meet a delivery deadline you have specified.
- We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you *Get In Touch* with us about your order.

End the contract

- You can end the contract by giving a half a term notice. Your contract with us will cease on the last day of the following half-term after we received the email and payment will be charged in full until then. (i.e. if we receive an email before the end of October the contract and payment will end at the end of the Autumn term in December).
- To end the contract with us, please let us know by email using the details available on *Get In Touch* or by post using the below address. Please provide your name, order number and your phone number and the reason for changing your mind.

Off You Go!

c/o Nathalie Hardy
10 Nightingale Lane
SW12 8TB

- We may end the contract if you break it. We may end the contract for a product at any time by writing to you if:
 - You do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due
 - You do not provide us with information that is necessary for us to provide the products
 - You do not allow us to deliver the products to you
 - You do not allow us access to your premises to supply the services
- If we end the contract, we will refund any money you have paid in advance for products and services 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.

Liability

- We do not accept liability for any errors and/or omissions contained in our website and reserve the right to change information, prices, specifications and descriptions of listed goods, products and services at any time and without notice.
- If an error is discovered in the price of the goods that you have ordered, we will inform you as soon as possible. We shall be under no obligation to fulfil an order for a product that was advertised at an incorrect price. In the event that you order an item and the price published on www.off-you-go.com is incorrect for any reason, we will email you to inform you that we have not accepted your order, and that your order has been canceled. You will be advised of the correct price of the subject product. You may re-order it if you wish. If you have already paid for the goods in the circumstances described in this clause, we shall refund the full amount within 30 days of the date of order.
- In the unlikely event that you receive goods which were not what you ordered or which are damaged or defective, or are of a different quantity to that stated on your order form, we shall make good any shortage or non-delivery, replace or repair any damaged or defective goods, or refund to you the amount you paid for the goods in question provided that you notify us of the problem in writing at the address stated in the confirmation email within 5 working days of delivery of the goods plus return the goods to us, unless we inform you that return is not necessary. This provision does not affect your statutory rights.



- We have taken great care to prevent internet fraud and to ensure that any data collected from you is stored securely and safely. However, we cannot be held liable in the unlikely event of a breach in our secure data location.
- We shall have no liability to you for any delay in the delivery of products ordered or any other matters to the extent that the delay is due to any event outside our reasonable control, including but not limited to acts of war, flood, fire, labour disputes, strikes, lock-outs, riots, civil commotion, malicious damage, explosion, pandemic, governmental actions and any other similar events.
- We make no warranty that the website will meet your requirements or will be uninterrupted, timely or error-free, that defects will be corrected, or that the site or the server that makes it available are free of viruses or other harmful material or represents the full functionality, accuracy, or reliability of the website. We will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the website. If your use of the website or the site's material results in any costs or expenses, including without limitation, the need for services or replacement of equipment or data, we shall not be liable for those costs or expenses.
- This website and its material are provided on an "as is" basis without warranties of any kind. To the fullest extent provided by law, we disclaim warranties, whether express or implied, including those of merchantability, non-infringement of third parties' rights. We make no warranties about the accuracy, reliability, completeness or timeliness of the site's material, services, software, text, graphics and links. This does not affect your statutory rights as a consumer, nor does it affect your right to cancel an order or return or exchange a product as provided herein.
- We will not be liable, in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise out of or in connection with the T&Cs for:
 - Any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings)
 - Any loss of goodwill or reputation
 - Any special or indirect losses suffered or incurred by that party arising out of or in connection with the provisions of any matter under the T&Cs.

Service

- The descriptions of the service on our website are for illustrative purposes only and may vary. As the service is personalised to the needs of the clients we cannot guarantee that it will be exactly as described on the website. The exact details of the service will be confirmed in writing following our consultation.
- The costs of delivery will be as displayed to you on the quote when you place your order.
- During the order process we will let you know when we will provide the products and service to you. These details will be made available on the order confirmation email.
- We will not be liable if our supply of the products is delayed by an event outside our control.

Delivery

- If you are not at home when the product is delivered. If no one is available at your address to take delivery (and if the products cannot be posted through your letterbox or left in a secure place) we or our nominated carrier will contact you to make alternative delivery arrangements.
- If you do not collect the products from our nominated carrier as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot, we or our nominated carrier will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite reasonable efforts, our nominated carrier is unable to contact you for re-arrange delivery or collection we may end the contract as stated above.
- Products will be your responsibility from the time we deliver them to the address you provided for delivery.
- You own a product once we have received payment in full.
- We may have to cancel or suspend the supply of a product if we can no longer source that exact product at that same cost.



Faulty Products

- In accordance with the Consumer Rights Act 2015, we have a 30 day right to reject faulty products and receive a refund from the supplier. Where you believe the products are faulty, please return them to us at least 5 working days prior to the 30 days limit in accordance with our Returns policy. We will inspect the products and, if we confirm that they are faulty, we send them back and claim a full refund on your behalf.
- We will pay the costs of return if the products are faulty. In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.
- We will refund you the price you paid for the products excluding delivery costs, by the method you used for payment.
- The maximum refund for delivery costs on faulty products will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 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.

Change of mind

- You have 14 days after the day we receive the products to exercising your right to change your mind and return the product as described in these T&Cs. However, as part of the service we provide is to order the product on your behalf we would request to receive the product at least 5 working days before the end of the return period. We will clearly state the return date deadline when delivering the product to you.
- You do not have a right to change your mind in respect of personalised or bespoke products. For example, if you ask us to make unique changes to a product or to tailor the product (such as adding a name tag or after alteration) then the product becomes a bespoke product and you no longer have the right to return it.
- You shall be responsible for reading and understanding these T&Cs, and we do not accept responsibility for any loss or damage incurred by you or any third party as a result of your failure to do so.
- If you are exercising your right to change your mind you must send off the products within 14 days of telling us you wish to end the contract.

Exchange Policy

- Goods sold can be refunded or exchanged within 14 days from date of purchase. We therefore request that the goods purchased on your behalf are returned to us at least 5 working days prior to the end of the 14 days deadline.
- A credit note can be issued (if applicable) and is valid for 1 year from date of issue.
- No refund or exchange will be entertained without proof of purchase.
- Each item purchased can be exchanged once.
- Items that are damaged or used cannot be exchanged.
- No exchange will be accepted for goods purchased from our "second-life" stock.

Returns

- If you decide not to keep an item, please return it to us at the below address:

Off You Go!

c/o Nathalie Hardy
10 Nightingale Lane
SW12 8TB

- In our efforts to become paperless we have not included a returns form with your order. So that we can deal with your request send us an email to notify us of your return and kindly note your name and order number within the package.
- Please note, the cost of the return postage is the responsibility of the customer; we do not currently offer free returns.



- Refunds can take up to 10 working days to be processed once they have arrived with us.
- You are responsible for your item until we receive it, so we recommend that you use a trusted recorded delivery service.
- Please note we cannot accept returns on bespoke/personalised products
- Please make sure the item you are returning is in perfect condition and in its original packaging

This policy does not affect your UK Statutory Rights.

Personalised Products Policy

- Payment must be made in full upon placing the order.
- Personalised items are non-refundable and non-exchangeable.

Repair Policy

We are not providing a repair service

Price & Payment

- The price of the product will be the price indicated on the order email when you confirmed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. The price of the products will be displayed in UK Sterling. For products purchased in the UK, the price will include VAT. For products purchased in the rest of the world, the amount of VAT or equivalent sales tax will be displayed separately to the product price and is payable by you. You must also pay any import or export duties, tariffs or similar costs charged as a result of your order.
- If the rate of VAT or sales tax changes between your order date and the date we supply the product, we will adjust the rate of VAT or sales tax that you pay, unless you have already paid for the product in full before the change in the rate of VAT or sales tax takes effect.
- It is always possible that, despite our best efforts, some of the products/services may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price 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 products provided to you.
- Payment should be made by bank transfer as per the invoice terms. You will be charged for the products once you approved the order. You will be charged for the services as stated on your order confirmation. All payments must be in UK Sterling.

Loss or damages

- We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, 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.
- 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 statutory rights in relation to the products
- We will not be liable for damage which you could have avoided by following our advice. This could include where we have provided information about how to use, store or care for a product.
- We are not liable for business losses. We only supply the products for domestic and private use. If you use the products 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.



Personal information

We will use the personal information you provide to us:

- to supply the products to you
- to process your payment for the products
- if you agreed to this during the order process, to give you information about similar products that we provide, but you may stop receiving this at any time by *Get in touch* with us
- we may share data with third parties in accordance with our privacy policy.

Other terms

- Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms 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.
- Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, 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. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- These terms and the relationship between us shall be governed by English law, subject to your local mandatory rights. For complaints that cannot be resolved otherwise, you may bring a claim against us arising from these terms in a court located either in England or in the jurisdiction where you live.
- Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use.

Website Access Terms

- By using our site you accept these terms set out in our website access terms. We may make changes to these terms from time to time and will notify any such changes by publishing the new terms on our website.
- We may suspend or withdraw our site at anytime. We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons.
- We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.
- If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.
- These terms and the relationship between us shall be governed by English law, subject to your local mandatory rights. For complaints that cannot be resolved otherwise, you may bring a claim against us arising from these terms in a court located either in England or in the jurisdiction where you live.
- The content on our site is provided for information only. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.
- We are not liable to you for any loss or damage which you suffer as a result of reliance on any information located on this site. Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.



Third Party Information

- We are not responsible for material displayed on third party websites or any other written material. We cannot vouch for the reliability of prices stated on shopping directories or through any other third party. This website may contain links to sites owned and operated by third parties. These links are provided as a convenience to you and are not an endorsement by us of the products or materials on those sites. We are not responsible for the content of those sites and make no representation regarding the truth, quality or accuracy of same. Visiting the linked sites is at your own risk.

Got a question for us? Please [Get In Touch](#)