

## PURCHASE TERMS AND CONDITIONS – AFRICA AT HOME

**DATE: APRIL 2021**

These are the terms and conditions on which we supply products to you, whether these are goods, services or digital content.

Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

### **1. INFORMATION ABOUT US AND HOW TO CONTACT US**

**1.1** We are Africa at Home Limited a company registered in England and Wales. Our company registration number is 13059001 and our registered office is at 4 Beechwood Drive, Keston, BR2 6HN.

**1.2 How to contact us.** You can contact us by writing to us at [info@africaathome.co.uk](mailto:info@africaathome.co.uk) or at our registered office address.

**1.3 How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address provided to us in your order.

**1.4** For the avoidance of doubt, when we use the words "writing" or "written" in these terms, this includes emails.

### **2. OUR CONTRACT WITH YOU**

**2.1 How we will accept your order.** Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.

**2.2 If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing and will not charge you for the product. This might be because the product is out of stock, 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 product or because we are unable to meet a delivery deadline you have specified.

**2.3 We only sell to the UK.** Our website is solely for the promotion of our products in the UK. We may accept orders from **and** deliver to addresses outside the UK on a case by case basis, which is solely at our discretion.

### **3. OUR PRODUCTS**

**Products may vary slightly from their pictures.** The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images.

### **4. PROVIDING THE PRODUCTS**

**4.1 Delivery costs.** The costs of delivery will be as displayed to you on our website.

**4.2 When we will provide the products.** We will arrange for delivery of the products to you as soon as reasonably possible and in any event within 30 days after the day on which we accept your order.

**4.3 We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

**4.4 When you become responsible for the goods.** A product which is goods will be your responsibility and be under your ownership from the time we deliver the product to the address you gave us, subject to us having received payment in full for the goods.

## **5. CANCELLATIONS, REFUNDS AND RETURNS**

**5.1 Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For all of our products bought online you have a legal right to change your mind within 14 days and receive a refund. This amount of time increases under UK law if the products are damaged in any way, or the product delivered to you does not reflect the product as presented on our website.

**5.2 How to tell us about a refund or return.** Please let us know by emailing us at [info@africaathome.co.uk](mailto:info@africaathome.co.uk). Please provide your name, details of the order and your email address.

**5.3 Returning products after requesting a return or refund.** If you request a refund or return after products have been dispatched to you or you have received them, you must return them to us. You must post the goods back to us at our registered office address or (if they are not suitable for posting) allow us to collect them from you. If you are exercising your right to change your mind you must send off the goods within 14 days of notifying us that you wish to return the products. All costs of returning the products will be at your own cost.

**5.4 How we will refund you.** We will refund you the price you paid for the products including delivery costs, by the method you used for payment. We will make any refunds due to you as soon as possible.

**5.5 You may be able to cancel an order before it has been dispatched.** Please email us at [info@africaathome.co.uk](mailto:info@africaathome.co.uk) to request a cancellation.

## **6. PRICE AND PAYMENT**

**6.1 Where to find the price for the product.** The price of the product will be the price indicated on the order pages when you placed your order.

**6.2 When you must pay.** You must pay for the products at the time that you place the order for them through our website before we dispatch them. We will not dispatch any products to you until we have received payment.

## **7. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

**7.1** We do not accept any liability for loss or damage suffered by you as a result of your purchase of the products. However, we do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products; and for defective products under the Consumer Protection Act 1987.

**7.2 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.

## **8. HOW WE MAY USE YOUR PERSONAL INFORMATION**

We will only use your personal information as set out in our Privacy Policy.

## **9. OTHER IMPORTANT TERMS**

**9.1 We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation.

**9.2 You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

**9.3 Nobody else has any rights under this.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

**9.4 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.

**9.5 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.

**9.6** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts.