

TERMS & CONDITIONS

Welcome to the Guggle and Torquith terms and conditions section. This website is owned and operated by Guggle and Torquith Ltd a company registered in England and Wales (Registration No 12048093). Our registered office is Unit 5, 14 Redeness Street, York, YO31 7UU



1. OUR AGREEMENT

These terms and conditions (the "Terms") are the terms which apply when you use the website www.guggleandtorquith.co.uk. By using any part of this website, completing your customer registration with us and/or placing an order on the website you agree to be bound by the Terms. Any reference to "Guggle and Torquith", "we", "us" or "our" in these Terms is a reference to Guggle and Torquith Ltd (trading as Guggle and Torquith) and any reference to "you" or "your" means you, the user of the website.

2. CHANGES TO THESE TERMS

We reserve the right to change or modify these Terms at any time where it is necessary in the course of our business to do so, including for legal, regulatory or security reasons. We will notify you of substantial changes to these Terms, but we encourage you to review the Terms when purchasing any products or services to ensure that you agree to the proposed way in which we will deal with you. If you do not agree to any changes, then please do not use our website. Any changes are effective immediately upon posting to the website. Any changes made after you have placed an order will not affect that order unless we are required to make the change by law.

If you have any questions, concerns or comments about our Terms, please contact our Customer Care team (open 9am - 5pm Monday to Friday) on 0800 3688306 or email info@guggleandtorquith.co.uk and they will be happy to help you.

3. YOUR USE OF THIS WEBSITE

By accepting the Terms you confirm that all information and details provided by you to us (including on registration) are true, accurate and up to date in all respects.

You agree that in using the website, you will not: (i) use the website in any way that causes, or is likely to cause the site or access to the site to be interrupted, damaged or impaired in any way; (ii) use the website for any purpose that could damage the name of GUGGLE AND TORQUITH or impair the goodwill or reputation associated with our brand; (iii) use the website for criminal, fraudulent or illegal activity or in any manner which would cause harm or distress to any third party; (iv) access or attempt to access the accounts of other users or attempt to penetrate the website security measures; nor (v) use the website for any purpose other than for your own personal use.

We reserve the right to suspend, restrict or terminate your access to the website at any time without notice if we have reasonable grounds to believe that you have breached any of these restrictions or if we suspect fraudulent account activity or behaviour.

While we will take all reasonable steps to ensure a fast and reliable service, we do not guarantee that your use of this website will be interruption or error free and we will not be responsible for any disruption, loss of or corruption of any material in transit, or loss of or corruption of material or data when downloaded onto any computer system.

3.1 Cookies Policy

If you use our website, we may place and access certain cookies on your computer or device. These may be first party cookies (placed by us and used only by us) or third-party cookies. You can enable privacy settings in your browser to restrict tracking cookies. Because we respect “do-not-track” privacy settings, those who opt-out may show open and click activity but will not have activity tracked.

3.2 Privacy Policy (including Treatment Privacy Policy)

All personal information that you provide us will be managed in accordance with all applicable laws and regulations. Further detail as to how we use your personal information is set out in our Privacy Policy. If you have an appointment at one of our stores, you may be asked for further personal information that is relevant to your appointment only.

4. MAKING AN ORDER

Once you have submitted an order for goods, you will receive an e-mail confirming receipt of your order (the "order confirmation"). You will receive a further e-mail from us once the goods have been dispatched from our warehouse; at this point a binding contract will be concluded between us.

4.1 Product description and packaging

The images of the products on our website are for illustrative purposes only. The packaging of the product may vary from that shown in images on our website.

4.2 If we cannot accept your order

If we are unable to accept your order, we will inform you of this and will not charge 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 that you have specified.

4.3 Making changes to your order

Please note we are unable to cancel or amend your order during peak promotional periods. If you wish to change or cancel an order please call our Customer Care team on 0800 3688306 or send an email to info@guggleandtorquith.co.uk as soon as possible. If you wish to make a change, we will let you know if the change is possible and about any changes to the price of the product, the

timing of supply or anything else which would be necessary as a result of the requested change and ask you to confirm whether you wish to go ahead with the change. We may change the product to reflect changes in relevant laws and regulatory requirements.

5. REGISTERING AN ACCOUNT

To make it easier for you to order products using our website, we offer you the opportunity to register for a personal account.

To register, you must supply us with certain personal information. Once you have created an account, you will be able to access, update or correct your personal details using the "My Account" button. We will only use the personal information you give us in accordance with our Privacy Policy as mentioned at section 3.2 above.

Please keep your password and username private. If you suspect any activity on your account that is not carried out by you, please let us know immediately.

6. INTERNATIONAL CUSTOMERS

Please refer to section 9 (Delivery) for information regarding the international delivery charges.

7. PRICE

All prices are quoted in pounds sterling and are inclusive of VAT (as may be prescribed by law from time to time), unless otherwise specified. Posting and packing prices may be charged in addition to the price of any goods. Please refer to section 9 (Delivery) for further information regarding the delivery charges.

8. PAYMENT

Online payment will be provided in a secure environment. Payments must be made by one of the following credit card payment methods - Visa, MasterCard, American Express, Switch, Solo, Delta, Electron, PayPal.

Fraudulent use of credit cards will be reported to the relevant authorities. If the issuer of your payment card refuses to pay or does not for any reason authorise the payment to us, we will not be liable for any delay or non-delivery of the products.

9. DELIVERY

Free 2 - 5 Working Day Delivery is valid on orders over £50. This is subject to change during peak promotional periods.

For all deliveries, please follow this link to our delivery charges. Delivery times may vary. Deliveries are made via Royal Mail unless over 4kg where another courier service will be used.

We will deliver 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. Please note that our Next Day Royal Mail service is not guaranteed, a delivery attempt will be made where possible and a signature is required upon delivery.

If our supply of the products is delayed by an event outside our control, then we will contact you as soon as possible 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.

You will be responsible for all loss and damage to the goods after they have been delivered to you.

COVID-19 Update: Please note, Royal Mail and other courier services are no longer obtaining a signature at delivery in order to reduce the possibility of transmission at the point of delivery. They will note a Surname as proof of delivery. Please keep up to date with your tracking to ensure you are able to take delivery. We are unable to confirm a delivery time slot as this is allocated by the courier. A delivery card or notice will be left for you to re-arrange any missed deliveries. This is at the customer's responsibility as we are unable to assist with this.

10. OWNERSHIP

We will retain ownership of the goods until full payment has been made and funds have cleared.

11. CANCELLATIONS & RETURNS

11.1 CANCELLATIONS

If you wish to change an address or cancel an order please send an email to info@guggleandtorquith.co.uk or call us on 0800 3688306 as soon as possible. Please be aware that we may not be able to cancel or amend orders during peak promotional periods.

11.2 NON-FAULTY PRODUCTS

At GUGGLE AND TORQUITH, we want you to be happy with every purchase you make with us. If for any reason you aren't completely satisfied or you change your mind, you may return any product in its original condition for a full refund or replacement (as appropriate) within 28 days. Original condition means that there are no scratches or marks on the product and the product's packaging has not been opened, used or damaged and the product is in a re-saleable condition.

Please be advised that we are unable to take returns on products not purchased online at www.guggleandtorquith.co.uk or from a GUGGLE AND TORQUITH shop. If you purchased a product at one of our authorised retailers or counters, please contact them directly.

Please note that we will be unable to accept returns of sealed goods for health protection or hygiene reasons if the seal has been opened by you after delivery.

11.3 Return of Gifts

If you have received an item as a gift, purchased directly from GUGGLE AND TORQUITH, you can return it in suitable packaging and not previously lit. If you did not receive a gift receipt, or if your gift was purchased online at www.guggleandtorquith.co.uk, please contact our Customer Service Team via email - info@guggleandtorquith.co.uk.

We can only exchange items that are unused and in a resalable condition. Please note that we will be unable to accept returns of sealed goods for health protection or hygiene reasons if the seal has been opened by you after delivery.

11.4 FAULTY PRODUCTS/OTHER RIGHTS TO RETURN

Please be advised that we are unable to take returns on products not purchased online at www.guggleandtorquith.co.uk. If you purchased a product at one of our authorised retailers or counters, please contact them directly.

In accordance with your statutory rights, you may return products:

- where there has been an error in the price or description of the product ordered or they are otherwise not as described; or
- the product is faulty (i.e unsatisfactory quality or unfit for purpose).
- Please note that we will be unable to accept returns of sealed goods for health protection or hygiene reasons if the seal has been opened by you after delivery.

You are entitled to a refund where the products are returned to us within 30 days of purchase.

If your package is visibly damaged on delivery, please tell the person delivering your goods that you wish to sign as "received damaged".

If your goods are received as faulty or damaged once opened, please call our Customer Care team on 0800 3688306 within 48 hours of receiving your order or contact us at info@guggleandtorquith.co.uk.

Please note that we may require images and/or videos of any damage for our records and may need to collect the product(s) for testing before a replacement or refund is issued.

11.5 RETURNS

In order for us to process your return as quickly as possible.

Please be advised that we are unable to take returns on products not purchased online at www.guggleandtorquith.co.uk or from a GUGGLE AND TORQUITH shop. If you purchased a product at one of our authorised retailers or counters, please contact them directly.

You will be notified by email once your returns have been received and processed.

Please ensure that the package is wrapped securely and for your protection we recommend that you use a recorded delivery service as we cannot accept liability for goods lost in transit.

If you require a refund, we will refund the price paid by you for the products within fourteen (14) days of receiving your returned products.

Products purchased as a set can only be returned as a complete set, not as individual items.

If a promotional gift has been included in your order, and a return is made reducing your qualifying total for this gift, the full order must be returned.

When returning goods which you bought using a discount or offer, we will adjust the refund accordingly if you fall below the discount/offer threshold, as that discount or offer will no longer apply.

Please note that our GUGGLE AND TORQUITH stores cannot currently accept online order returns in store. Please follow the online returns process detailed above. Any return will need to be made in accordance with the returns/cancellation policy of the relevant retailer and should not be returned directly to us.

11.6 INTERNATIONAL RETURNS

We are able to offer returns for International Deliveries.

To return, please use the returns information inside your parcel and follow the steps below. Please note - If you are returning your order and are within Europe, you will not receive a Commercial Invoice so please use the free returns label provided.

1. Fill out the returns form included in your parcel and enclose this form with the items you wish to return.
2. Fill in your returns commercial invoice using the 'How to fill in your returns commercial invoice' guide also enclosed with your order and attach it to the outside of the parcel using the clear pouch.
3. Attach the returns label to the outside of your parcel, next to your commercial invoice.

Please note – We are unable to process an exchange.

Please be advised that we are unable to take returns on products not purchased online at www.guggleandtorquith.co.uk. If you purchased a product at one of our authorised retailers or counters, please contact them directly.

12. RE-SALE OF OUR PRODUCTS

Please note that all products which are made available on our website are for your personal use only and you may not sell or re-sell any of the products to anyone, including making them available for sale on any third-party website. We reserve the right to cancel any orders to you where we believe that you are intending to sell our products on.

13. OUR LIABILITY

Nothing in these Terms seek to exclude or limit liability for death or personal injury arising as a result of negligence caused by us, our directors or any of our staff or for fraudulent misrepresentation.

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 our 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.

If the customer is a business, our total liability for all losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to 100 per cent of the total sums paid by the customer for products under such contract.

14. THIRD PARTY LINKS

We will not be responsible or liable for your use of any other websites which may be accessed via links within this website. We do not control these websites and are not responsible for their content. Any such links are provided merely as a service to users and their inclusion does not constitute an endorsement by or affiliation with us.

15. INTELLECTUAL PROPERTY

GUGGLE AND TORQUITH is the registered owner of the GUGGLE AND TORQUITH trademarks used by us in the course of our business.

The contents of this website (including pictures, designs, themes, logos, photographs, text, software and all other materials) (the "Materials") are owned by GUGGLE AND TORQUITH or its third-party licensors. You may not copy, reproduce, download, post, record, transmit, commercially exploit, edit or distribute the Materials in any way without our prior written permission. All use of the Materials is on the basis that you are using this website in good faith for domestic purposes or for the purposes of placing an order with us.

16. GENERAL

We may transfer our rights and obligations under these Terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. We may not agree if there is a likelihood that a breach of contract may occur.

This contract is between you as the customer and GUGGLE AND TORQUITH. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these Terms.

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.

If we do not insist immediately that you do something that these Terms require you to do, or if we delay in taking steps in respect of a breach of any contract, this will not prevent us from taking steps at a later date.

While GUGGLE AND TORQUITH uses reasonable endeavours to ensure that the information on this website is accurate and up to date, it does not give any warranty as to its accuracy or completeness and GUGGLE AND TORQUITH will not be responsible for any errors or omissions or for the results arising from the use of such information.

17. LAW AND JURISDICTION

These Terms and your use of the website are governed by English law and you agree to submit to the exclusive jurisdiction of the English court. This does not affect your statutory rights.

18. COMPLAINTS

If you wish to complain about any matter in respect of any goods or services that we provide, please contact Customer Care on 0800 3688306 or email info@guggleandtorquith.co.uk Please see our contact page for opening hours.

19. CORONAVIRUS STORE RISK ASSESSMENT AND RISK REDUCTION MEASURES

We have reviewed the Government's guidance document 'Working safely during COVID-19 in shops and branches, along with HSE's guidance available on both COVID-19 risk and general risk management principles to produce this risk assessment. All guidance will continuously be reviewed, and this risk assessment will be updated with any changes or additions that are recommended.