

Terms and Conditions

1.1 What these terms cover. These are the terms and conditions on which we supply products to you.

1.2 Why you should read them. Please read these terms carefully before you place your order with us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the order, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

1.3 These terms are for consumer purchases only, meaning for an individual, buying products wholly or mainly for personal and domestic use.

Section 2 – The Company

2.1 We are PetExx Limited a company registered in England and Wales registration number is 12586459 and our registered office is 25 Piercefield Road, Formby, Merseyside, L37 7DG. Our registered VAT number is 354636485

2.2 You can contact us by telephoning us on 01704 790790 or by writing to us at info@petexx.co.uk or to our registered office address above.

2.3 If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

Section 3 – Placing Orders

3.1 Choose the products you wish to purchase by browsing the website using the product categories or search facilities. Products can be edited or deleted from your shopping basket prior to checkout. Delivery charges are calculated at the checkout as detailed in clause 6.1. We use 'cookies' to keep track of what you have in your basket and to remember you when you return to our site. To shop with us you need to have agreed to all cookies and have them enabled. For more information on how we use cookies please read the 'Cookies' section of our Privacy and Cookies Policy.

3.2 All products are subject to availability. We will inform you as soon as possible if the products you have ordered are not available.

3.3 Once you are happy with your selection proceed to the checkout where you will be required to provide your name, postal address, email address, daytime telephone number, delivery address (if different) and payment details over a secure server connection. Upon completion of the checkout you will receive an email confirmation of your order. If you have any queries regarding your order please contact Customer Services by telephone on 01704 790790.

3.4 You are able to correct errors on your order up to the point at which you click on 'Confirm Order' during the ordering process.

4.1 Your order will be deemed accepted on dispatch of the ordered product(s), at which point the contract will come into existence and you will not be able to make any more changes to your order.

4.2 If we are unable to accept your order, we will call or email you to advise of this 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.

5.1 Products may vary slightly from their pictures. The images of the products on our website are for illustrative purposes only. Your product may vary slightly from those images.

5.2 Product packaging may vary. The packaging of the product may vary from that shown in images on our website.

6.1 All orders placed within the UK and shipped to UK address are subject to a delivery charge. For a standard delivery a charge of £2.95 will be applied and next business day delivery a charge of £4.95 will be applied. We use a variety of delivery methods to ensure that the most efficient service is always used for your selection, including Hermes, DHL and other similar delivery providers.

International orders (outside the UK): For all other territories we may be able to ship and shipping charges will vary depending on a number of factors including the weight and size of the consignment. We ask that, before purchasing for delivery outside of the UK, you check the relevant import and customs' regulations in relation to nutritional supplements for pets.

6.2 We aim to dispatch all authorised orders within 2 working days unless next day delivery is specified and aim to dispatch same day. However, there may be circumstances beyond our control which delay delivery.

6.3 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 cancel the order and receive a refund for any products you have paid for but not received.

6.4 We will deliver the products to the address you specify for delivery in your order. It is important that this address is accurate. Deliveries by Hermes may not require a signature. Deliveries via DHL or similar require a signature so please ensure someone is available to sign for the parcel on delivery. If there appears to be any sign of damage to the packaging please make a note to this effect beside your signature. Please be specific about damage and do not simply state 'unchecked'.

6.5 Risk of damage to or loss of the products passes to you at the time of delivery to you, or if you fail to take delivery at the agreed time, the time when we tried to deliver.

6.6 You will only own the products once they have been successfully delivered and when we have received cleared payment in full. Products supplied are not for resale.

7.1 Your rights to cancel the order will depend on what you have bought, whether there is anything wrong with it, how we are performing, and when you decided to return the product:

If the product purchased is faulty or mis-described you may have a legal right to cancel the order (or to get the product replaced or to get some or all of your money back). See clause 10;

If you want to return the product because of something we have done or have told you we are going to do, see clause 7.2;

If you have just changed your mind about the product, see clause 7.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any product;

In all other cases (if we are not at fault and you are not a consumer exercising your right to change your mind), see clause 7.7.

7.2 If you are cancelling the order for a reason set out at (1) to (3) below we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

- (1) we have told you about an error in the price or description of the product you have ordered, and you do not wish to proceed; or
- (2) there is a risk that supply of the products may be significantly delayed because of events outside our control; or
- (3) you have a legal right to cancel the order because of something we have done wrong.

7.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013). You have a legal right to change your mind within 14 days and receive a refund for most of the products bought online.

You have 14 days after the day you receive the products to cancel your order and return the product to us, unless:

Your products are split into several deliveries over different days. In this case you have until 14 days after the day you receive the last delivery to cancel your order and return the product to us.

7.4 Even if we are not at fault and your right to change your mind does not apply (see clause 7.1), you can still cancel the order before it is completed, but you may have to pay us compensation. An order is deemed completed when the product is delivered and paid for. If you want to cancel the order before it is completed where we are not at fault and you don't have a right to change your mind please let us know by e-mail to info@petexx.co.uk and the order will be cancelled immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your order cancellation.

8.1 If you are exercising your right to change your mind you must cancel your order and return the products to us within 28 days of receiving the product. Please ensure the products are packaged adequately to prevent damage in transit. For your own protection we recommend that you send the parcel using a delivery service that insures you for the value of the products.

8.2 When we will pay the cost of return. We will pay the costs of return:

- (1) if the products are faulty or mis-described; or
- (2) if you are cancelling the order because we have told you of an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.
- (3) In all other circumstances you must pay the cost to return.

8.4 If you are entitled to a refund under these terms. We will refund you the price you paid for the products including delivery costs (if applicable), by the method you used for payment. However, we may make deductions from the price, as described below.

8.5 When we may make deduction from refunds if you are exercising your right to change your mind. If you are exercising your right to change your mind:

We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the products, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the products and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

8.6 When your refund will be made. We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:

Your refund will be made within 5-10 working days from the day on which we receive the product(s) back from you or, if earlier, the day on which you provide us with evidence that you have sent the product(s) back to us. For information about how to return a product to us, see clause 8.2. In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

9. If you have any questions or complaints about the product, please contact us by telephone 01704 790790 or e-mail info@petexx.co.uk

10.1 The Consumer Rights Act 2015 says that the products we supply must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of the products your legal rights entitle you to the following:-

- (1) up to 30 days: if the products are faulty, then you can get an immediate refund.
- (2) up to 6 months: if the products are faulty, then you are entitled to a replacement. If the products can't be replaced, then you're entitled to a full refund, in most cases.
- (3) up to 6 years: if the products do not last a reasonable length of time you may be entitled to some money back.

10.2 If you wish to exercise your legal rights to reject products you must post them back to us. We will pay the costs of postage. See clause 8.2.

11.1 The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 11.3. We reserve the right to vary our prices from time to time.

11.2 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

11.3 It is possible that some of the products we sell 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 unmistakeable and could reasonably have been recognised by you as a mispricing, we may cancel the order, refund you any sums you have paid and require the return of any products provided to you.

11.4 When you must pay and how you must pay. We accept payment with the following credit and debit cards: Visa, MasterCard and American Express, and other payment methods such as Paypal. You must pay for the products before we dispatch them.

12.1 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 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 of placing the order, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

12.2 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 including the right to receive products which are: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care; and for defective products under the Consumer Protection Act 1987

12.3 We are not liable for business losses. We only supply the products to you for domestic and private use

13.1 We will use the personal information you provide to us:

- (1) to supply the products to you;
- (2) to process your payment for the products; and
- (3) if you agreed to this during the order process, to give you information about similar products that we provide. You may stop receiving this at any time by contacting us.

13.2 We will only give your personal information to third parties where the law either requires or allows us to do so.

14.1 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 statutory rights. If you are unhappy with the transfer you may contact us cancel the order within 14 days of us telling you about it and we will refund you any payments you have made in advance for products not provided.

14.2 You may transfer our guarantee at clause 7.4 to a person who has acquired the product. We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the relevant product.

14.3 These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

