



# Elephant Stone Limited website terms and conditions of sale

Please read the following important terms and conditions before you buy anything on our website and check that they contain everything which you want and nothing that you are not willing to agree to

## Summary of some of your key rights:

By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made (see below). We will give you this information in a clear and understandable way. Some of this information is likely to be obvious from the context. Some of this information is also set out in these Terms, such as information on our complaint handling policy.

## Right to cancel - Goods

When you buy online, because you have bought at a distance and not been able to inspect the goods, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that up to 14 days after receiving your goods, in most cases, you can change your mind and get a full refund.

## Your Consumer Rights - Goods

The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product you are entitled to the following:

- Up to 30 days: if your goods are faulty, then you can get a refund;
- Up to six months: if they can't be repaired or replaced, then you're entitled to a full refund, in most cases;
- Up to six years: if the goods do not last a reasonable length of time, you may be entitled to some money back.

This is a summary of some of your key rights. For detailed information the UK Consumers' Association Which? has a good guide.

## What this means if you want to return an item:

If you buy anything off our website and change your mind about your purchase, you have 14 days after receiving the item to let us know that you will be returning it. After that, you have another 14 days to get the item back to us. You pay the return postage if there's nothing wrong with it and you have just changed your mind. You also have to make sure it gets to us (so for example use a tracked postage method). When we get it back we will give you a full refund for the goods. You'll also get a refund of the cost of whatever the cheapest postage option available to you when you purchased it was. If you are returning an item let us know and tell us who you are: we can't refund your money if we don't know who returned the item.

If the goods are faulty when you receive them or not how we described them to you on the website then let us know that you'll be sending them back to us. You have 30 days from receiving them to let us know. We pay the return postage in this case. You're legally entitled to a full refund as above. If you'd prefer though, we'll send you a replacement item instead. Let us know when you contact us if that is the option you would prefer.

If your goods were fine when you received them but develop a fault which wasn't caused by the user in the first 6 months then you are legally entitled to a repair or replacement. If we can't do either of those things, you are entitled to a full refund. In addition to your legal 6 months rights, most of our items are guaranteed not to develop a fault that is not due to wear and tear or misuse for a period of 12 months. Any guarantee in addition to your legal 6 months right will be stated in the product description. In any case, contact us first to let us know there is a problem and we'll tell you how to proceed with either getting the faulty item back to us or with getting a refund.

After six months and up to 6 years in some cases you may be legally entitled to get some money back if your item develops a fault. The 6 year limit is for very expensive goods or goods that are sold with the expectation of a very long lifetime (i.e. in excess of 6 years). It doesn't cover wear and tear, rough handling or misuse. But if your item develops a fault after the guarantee ends and before 6 years is up and you feel aggrieved contact us. Most of the items we sell are intended to be repairable.

In addition to the above, for faulty goods where the returned value is less than the cost to us of the return postage, we reserve the right to waive the requirement to return them to us and may just refund or replace the item.

The information above is a summary of some of your key rights. It is not intended to replace the contract below which you should read carefully.

## 1. Our Terms

A. These terms and conditions set out: your legal rights and responsibilities; our legal rights and responsibilities; and certain key information required by law.

B. If you do not understand any of these Terms and want to talk to us about them, please contact us.

C. Definitions:

"We", "us" or "our" means Elephant Stone Limited, a company registered in Scotland with Company Number SC333079 whose registered office is at 272 Bath Street, Glasgow, G2 4JR and whose VAT registration number is GB 918 2620 27. References to us in these Terms also includes any group companies which we may have from time to time;

"Our site" or "our website" means the website on which these terms and conditions are displayed including, but not limited to, <https://www.elephant-stone.com>;

"Terms" means these terms and conditions of sale as updated from time to time;

"You" or "your" means the person accessing or using our site to make purchases from us.

The details of these Terms will not be filed with any relevant authority by us.

## 2. Terms and conditions of sale

A. These Terms apply to any sale of goods on our site. If you buy goods on our site you agree to be legally bound by these Terms and the terms and conditions contained herein.

B. These Terms are only available in English. No other languages are available for these Terms parce que nous ne parlons pas Francais.

C. There may be specific terms which apply to certain goods (such as guarantee periods in addition to statutory requirements). Any such specific terms will be stated in the product description for those goods.

## 3. Information we give you

A. By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made. This guide from the Chartered Trading Standards Institute provides a good summary of the statutory requirements. We believe we have provided all the required information in these terms and in our product descriptions on our shop pages. However if you think anything is missing or if there is anything you don't understand, contact us before purchasing.

B. The key information we give you by law forms part of these Terms (as though it is set out in full here).

C. If we have to change any key information once a legally binding contract between you and us is made, we can only do this if you agree to it.

#### 4. Ordering from us

A. Here we set out how a legally binding contract between you and us is made.

B. You place an order on our website by successfully submitting your payment details at the end of the checkout process. Please read and check your order carefully before submitting it.

C. When you place your order at the end of the online checkout process (i.e. when you confirm payment), we will acknowledge it by email. This acknowledgement does not, however, mean that your order has been accepted.

D. We may contact you to say that we do not accept your order. This is typically for one or more of the following reasons:

i. the goods are unavailable. If the goods are shown on the website they should be in stock but even we make mistakes sometimes;

ii. we cannot authorise your payment;

iii. you are not allowed to buy the goods from us (e.g. your country has placed trade restrictions upon the UK);

iv. we are not allowed to sell the goods to you (e.g. your country has had trade restrictions placed upon it by the UK);

v. the number of goods you have ordered is too large;

vi. there has been a mistake on the pricing or description of the goods; or

vii. we don't like you.

E. We will accept your order when we send you an email to say that your order has shipped. At this point a legally binding contract will be in place between you and us and your order will be fulfilled.

F. Nothing that we sell is age restricted so there are no age barriers to ordering products from our website.

#### 5. Right to cancel

A. Because you are purchasing at distance without the ability to physically inspect the goods you have the right to cancel the contract created by these Terms within 14 days without giving any reason.

B. However, this right to cancel will not apply to any of the following products: digital downloads including but not limited to e-books, PDFs and videos; downloadable software; services where the service has already been provided; personalised or bespoke items; goods that you collect in person from us.

C. The cancellation period will expire after 14 days from the day:

i. on which you acquire, or a third party other than the carrier and indicated by you acquires,

physical possession of any goods, in the case of a sales contract;

ii. on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good purchased, in the case of a contract relating to multiple goods ordered by the consumer in one order and delivered separately;

iii. on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last lot or piece of any purchased goods, in the case of a contract relating to delivery of a good consisting of multiple lots or pieces;

iv. on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the first good purchased, in the case of a contract for regular delivery of goods during a defined period of time.

D. To exercise the right to cancel, you must inform us of your decision to cancel the contract created by these Terms by a clear statement (e.g. a letter sent by post or an email). We have created a downloadable cancellation form that you can use but it is not obligatory for you to use it.



Cancellation form download

E. To meet the cancellation deadline, your communication concerning your exercise of the right to cancel must be received before the cancellation period has expired.

F. You must return the goods to us so that we receive them within 14 days of you exercising your right to cancel. It is your responsibility to ensure that the goods arrive at our office. It is your responsibility to pay the return postage. You should also ensure that we can identify who has returned them. Send them to this address.

#### 6. Effects of cancellation

A. If you cancel the contract created under these Terms in accordance with these Terms, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

B. We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.

C. We will make the reimbursement without undue delay, and not later than:

i. 14 days after the day we received back from you any goods supplied; or

ii. (if earlier) 14 days after the day you provide evidence that you have returned the goods; or

iii. if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel the contract created under these Terms.

D. We will make the reimbursement using the same means of payment that you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

E. If you have received goods you are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

#### 7. Delivery of goods

A. Your delivery options will be displayed during the checkout process before you proceed to payment.

B. The statutory requirement is that we deliver your goods within 30 days of order. In most cases your

goods will take several days to arrive for UK orders and up to 14 days to arrive for international orders.

C. If something happens which:

- i. is outside of our control; and
- ii. affects the estimated date of delivery;

we will let you have a revised estimated date for delivery of the goods.

D. Delivery of the goods will take place when we deliver them to the address that you gave to us.

E. Some delivery options such as tracked services may require you to identify yourself as the intended recipient. Please be prepared to provide a form of ID (such as a passport or photocard driving licence) on delivery of goods.

F. Unless you and we agree otherwise, if we cannot deliver your goods within 30 days, we will:

- i. let you know;
- ii. cancel your order; and
- iii. give you a refund.

G. If nobody is going to be available to take delivery, please contact us before we post your order. Delivery charges on returned orders are not refundable.

H. You are responsible for the goods when delivery has taken place. In other words, the risk in the goods passes to you when you take possession of the goods.

## 8. Payment

A. During the final stage of the checkout process you will be presented with the type of credit and debit cards which we accept for payment.

B. Your payments are processed between our e-commerce provider, Ecwid, and a payment provider acting as a third party to them called Stripe as described in our privacy policy. At no point do we have access to your credit or debit card details.

C. Your credit card or debit card will only be charged when you confirm your order.

D. All payments by credit card or debit card need to be authorised by the relevant card issuer including any extra security steps they may impose (such as Verified by Visa or equivalent type measures).

E. If your payment is not received by us and you have already received any goods, you:

- i. must pay for such goods within 30 days; or
- ii. must return them to us as soon as possible.

F. Nothing in this clause affects your legal rights to cancel the contract during any applicable 'cooling off' period detailed under the Clauses entitled 'Right to Cancel' and 'Effects of Cancellation' above.

G. The price of the goods shown on the product description pages:

- i. is in pounds sterling (£)(GBP);
- ii. is exclusive of VAT at the applicable rate; and

iii. does not include the cost of delivering the goods. Delivery options and costs will be provided before you place your order.

H. The total cost of the goods including VAT at the applicable rate and postage will be shown during the checkout process and before you submit your payment details.

I. For goods that will be delivered outside the United Kingdom the total cost will not include any customs and excise duties that may be payable nor any importation fees. It is your duty to pay any such cross-border duties that may be applicable to the relevant authority.

## 9. Nature of goods

A. The Consumer Rights Act 2015 sets certain standards that apply to every transaction for the sale and supply of goods. The goods must:

i. be of satisfactory quality. This means of a standard that a reasonable person would regard as satisfactory including consideration of price, description and advertising. Quality is a general term covering matters including: fitness for the purpose for which goods of that kind are usually supplied; appearance and finish; freedom from minor defects; safety; durability;

ii. be fit for purpose. Where goods are supplied for a particular purpose, either stated or obvious, the goods must be fit for that specified purpose;

iii. match the description, sample or model. When you are relying on a description on our website or are buying after receiving a physical sample the supplied goods must conform to it. As a distance seller, display models are not applicable in our case.

B. We must provide you with goods that comply with your legal rights.

C. The packaging of the goods may be different from that shown on our site.

D. While we try to make sure that:

i. all weights, sizes and measurements set out on our site are as accurate as possible, there may be a small tolerance in such weights, sizes and measurements. In particular, stated weights may include packaging in order that correct postage weights are selected at checkout; and

ii. we have tried to reproduce colours of our goods as accurately as possible on our site. The colours that you see may vary depending on your monitor/screen type and the settings that you use. Please also remember that natural products like wood will show some small variations in colour and texture between the item displayed on the website and the goods delivered.

E. Any goods sold:

i. at discount prices;

ii. as remnants;

iii. as below usual standard; or

iv. as returns, repairs, refurbishments or otherwise 'second hand' goods;

will be identified and sold as such. Please check that they are of a satisfactory quality for their intended use.

F. If we cannot supply certain goods we may need to substitute them with alternative goods of equal or better standard and value. In this case:

i. we will let you know if we intend to do this; and

ii. you can refuse to accept such substitutes, in which case we will offer you a refund or a

replacement and let you know how long such an offer remains open for.

#### 10. Faulty goods

A. Your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights') are set out at the top of these Terms. They are a summary of your key rights.

B. Nothing in these Terms affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.

C. Please contact us if an item bought on our website develops a fault within the period covered by your statutory rights or by any guarantee period offered in addition to your statutory rights.

#### 11. End of the contract

If the contract that is created between us under these Terms is ended it will not affect our right to receive any money which you owe to us under this Terms.

#### 12. Limit on our responsibility

A. Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury), we are not legally responsible for:

i. losses that:

(a). were not foreseeable to you and us when the contract was formed; or

(b). that were not caused by any breach on our part;

ii. business losses; and

iii. losses to non-consumers.

#### 13. Limitation of liability

A. The extent of the parties' liability under or in connection with these Terms (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause.

B. Subject to the sub-clauses below titled "Exceptions", our total liability shall not exceed the price you paid for the goods plus any postage costs you have incurred in receiving and returning them.

C. Subject to the sub-clauses below titled "Exceptions", we shall not be liable for consequential, indirect or special losses.

D. Subject to the sub-clauses below titled "Exceptions", we shall not be liable for any of the following (whether direct or indirect):

i. loss of profit;

ii. loss or corruption of data;

iii. loss of use;

iv. loss of production;

v. loss of contract;

vi. loss of opportunity;

vii. loss of savings, discount or rebate (whether actual or anticipated); or

viii. harm to reputation or loss of goodwill.

## E. Exceptions:

- i. The limitations of liability set out above shall not apply in respect of any indemnities given by either party under these Terms.
- ii. Notwithstanding any other provision of these Terms, the liability of the parties shall not be limited in any way in respect of the following:
  - (a). death or personal injury caused by negligence;
  - (b). fraud or fraudulent misrepresentation;
  - (c). any other losses which cannot be excluded or limited by applicable law;
  - (d). any losses caused by wilful misconduct.

## 14. Rights of third parties

No one other than a party to these Terms has any right to enforce any of these Terms.

## 15. Disputes

A. We will try to resolve any disputes with you quickly and efficiently.

B. If you are unhappy with:

- i. the goods;
- ii. our service to you; or
- iii. any other matter;

please contact us as soon as possible.

C. If you and we cannot resolve a dispute we will:

- i. let you know that we cannot settle the dispute with you; and
- ii. consider the need for Alternative Dispute Resolution and, if considered necessary, provide you with information about any alternative dispute resolution provider we deem appropriate to deal with your complaint;

D. If you want to take court proceedings, the relevant courts of the United Kingdom will have exclusive jurisdiction in relation to these Terms.

E. The laws of England and Wales will apply to these Terms.

This is version 1.0 of these Terms dated October 2021.

## Applicable law

Consumer Rights Act 2015  
The Company, Limited Liability Partnership and Business (Names and Trading Disclosures) Regulations 2015  
Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013  
Consumer Protection from Unfair Trading Regulations 2008  
The Company, Limited Liability Partnership and Business (Names and Trading Disclosures) Regulations 2015  
Equality Act 2010  
Contracts (Rights of Third Parties) Act 1999  
The Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulations 2015  
The Data Protection Act 2018



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