

CCMoore Website Consumer Terms and Conditions

Dated: 7th April 2018

Our terms

1. These terms

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 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. If you think that there is a mistake in these terms, please contact us to discuss.

2. Information about us and how to contact us

2.1 **Who we are.** We are C C Moore & Co Limited a company registered in England and Wales. Our company registration number is 0061652 and our registered office is at Unit 9 Gibbs Marsh Farm, Stalbridge, Sturminster Newton, Dorset, England DT10 2RU. Our registered VAT number is GB 186 2624 46.

2.2 **How to contact us.** You can contact us by telephoning our customer service team at 01963 362234 or by writing to us at atmail@ccmoore.net or by post to CC Moore & Co Ltd, Unit 9 Gibbs Marsh Farm, Stalbridge, Sturminster Newton, Dorset, England DT10 2RU.

2.3 **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 or postal address you provided to us in your order.

If we send you an email and your Internet Service Provider (ISP) or email server provider treats the email as spam, since CC Moore & Co Ltd has no control over this we cannot be held responsible for this or the consequences. If you do not receive an order confirmation or other expected email from CC Moore & Co Ltd you should check your spam folder and if it has been treated as spam you should inform your ISP or email server provider that they are erroneously treating transactional or genuine emails as spam.

2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. Our contract with you

- 3.1 **Terms and Conditions.** You are required to accept these terms and conditions as part of the order process.
- 3.2 **Online Account.** You are required to hold an online account for the purposes of placing your order with us. Your account, together with any personal information you provide to us in connection with your online account, will be held and used by us as set out in clause 14.
- 3.3 **How we will accept your order.** Provided you have an active online account our acceptance of your order will take place when we email or write to you with our order confirmation or you receive an order confirmation from our website, at which point a contract will come into existence between you and us. To the extent there is any conflict between these terms and conditions and the order confirmation, the order confirmation shall prevail.
- 3.4 **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 a credit reference we have obtained for you does not meet our minimum requirements, 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.
- 3.5 **Your order number.** We will assign an order number to your order and tell you what it is when we provide our order confirmation. It will help us if you can tell us the order number whenever you contact us about your order.

4. Our products

- 4.1 **Products may vary slightly from their pictures.** The images of the products on our website or in our brochures 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 or a picture in our brochure accurately reflects the colour of the products. Your product may vary slightly from those images.
- 4.2 **Product packaging may vary.** The packaging of the product may vary from that shown in images on our website, in our product catalogue or within our media content.
- 4.3 **Products supplied for your use.** As a consumer, we only supply the products to you for domestic and private use.
- 4.4 **Product use and storage.** We do not recommend that the products supplied are altered or modified by you. All products should be stored according to our written instructions which will accompany delivery of your order.

5. Your rights to make changes

If you wish to make a change to the product you have ordered, please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may wish to end the contract (see clause 9 – Your rights to end the contract).

6. Our rights to make changes

Minor changes to the products. We may change the product:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements. These changes will not affect the quality or your use of the product.

7. Providing the products

7.1 **Delivery costs.** The costs of delivery will be as displayed on our website, www.ccmooore.com and will be confirmed in our order confirmation. All UK mainland orders will be dispatched on a standard next working day delivery service. If you wish to delay the dispatch of your order, please notify us of this by telephone on 01963 362234, by email at mail@ccmoore.net or by adding special delivery instructions during the online order process. Please refer to clause 8.4 where you wish to collect your order from us.

7.2 **When we will provide the products.** Please see the “Shipping and Returns” section on www.ccmooore.com for details of when you should expect delivery or, alternatively, email us at uk.orders@ccmoore.net. You are required to provide specific information for the purposes of your delivery when placing your order.

7.3 **We are not responsible for delays outside our control.** If our supply of the products is delayed 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.

7.4 **Collection by you.** If you have asked to collect the products from our premises, you can collect them from us at any time during our working hours of 07.00 to 17.00 on weekdays (excluding public holidays). You are required to collect all orders within two days of notification by us that the order is ready for collection.

7.5 **If you are not in when the product is delivered.** If no one is available at your designated address to take delivery and the products cannot be posted through your letterbox, the delivery

service will follow your specific delivery instructions as placed at the time of order or leave you a note informing you of how to rearrange delivery.

- 7.6 **If you do not re-arrange delivery.** If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from the allocated depot of the delivery service we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 10.2 will apply.
- 7.7 **When you become responsible for the goods.** The goods will be your responsibility from the time we deliver the product to the address you gave us or you collect it from us.
- 7.8 **When you own goods.** You own the goods once we have received payment in full.
- 7.9 **Inspection of goods.** Many of our products are perishable with short expiry dates. All products should be inspected by you as soon as reasonably practicable following delivery. Any defects in the products should be notified to us within 24 hours following delivery (see clause 11.3).
- 7.10 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the products to you, for example, your name, delivery address, delivery instructions, email address and contact telephone number. You will be asked for this information when placing your order or, if selected, on opening an online account with us through www.ccmoores.com. If you do not give us this information when placing your order or opening your account with us we will be unable to complete the order process or supply your order to you. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it or you supply us with incorrect information.
- 7.11 **Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product to:
- (a) update the product to reflect changes in relevant laws and regulatory requirements;
 - (b) make changes to the product as requested by you or notified by us to you (see clause 6).

8. Your rights to end the contract

- 8.1 **You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

- (a) **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the product replaced or to get some or all of your money back), **see** clause 11;
- (b) **If you want to end the contract because of something we have done or have told you we are going to do, see** clause 8.2;
- (c) **If you have just changed your mind about the product, see** clause 8.3. 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 goods;
- (d) **In all other cases see** clause 8.6.

8.2 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (d) below the contract will end immediately and 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:

- (a) 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;
- (b) there is a risk that supply of the products may be significantly delayed because of events outside our control;
- (c) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 30 days; or
- (d) you have a legal right to end the contract because of something we have done wrong.

8.3 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most products bought online, by exchange of emails or over the telephone, you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

8.4 **When you do not have a right to change your mind.** You do not have a right to change your mind in respect of:

- (a) products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;
- (b) fresh or frozen bait products (due to their rapid deterioration and expiry); and
- (c) any products which have been repackaged or become mixed inseparably with other items after their delivery.

8.5 **How long do I have to change my mind?** Where you do have a right to change your mind, you have 14 days after the day you (or someone you nominate) receives the goods, unless your

goods are split into several deliveries over different days. In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery.

8.6 Ending the contract where we are not at fault and there is no right to change your mind.

Even if we are not at fault and you are not exercising a right to change your mind (see clause 8.1), you can still end the contract before it is completed. A contract for goods is completed when the product is delivered and paid for. If you want to end the contract in these circumstances, just contact us to let us know (see clause 9).

9. How to end the contract with us (including if you have changed your mind)

9.1 Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:

- (a) **Phone or email.** Call customer services on 01963 362234 or email us at mail@ccmoore.net. Please provide your name, home address, details of the order and, where available, your phone number and email address.
- (b) **By post.** Write to us at CC Moore & Co Ltd, Unit 9 Gibbs Marsh Farm, Stalbridge, Sturminster Newton, Dorset, England DT10 2RU including details of what you bought, when you ordered or received it and your name and address.

9.2 Returning products after ending the contract. If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must either post them back to us at CC Moore & Co Ltd, Unit 9 Gibbs Marsh Farm, Stalbridge, Sturminster Newton, Dorset, England DT10 2RU or (if they are not suitable for posting) allow us to collect them from you. Please call customer services on 01963 362234 or email us at uk.orders@ccmoore.net for a return label or to arrange collection. If you have a right to change your mind (see clause 8.3 and clause 8.4) which you are exercising you must send off the goods or arrange collection of the goods by us within 14 days of telling us you wish to end the contract.

9.3 When we will pay the costs of return. We will pay the costs of return:

- (a) if the products are faulty or misdescribed; or
- (b) if you are ending the contract because we have told you of an upcoming change to the product or these terms, 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.

In all other circumstances (including where you are a consumer exercising your right to change your mind) you must pay the costs of return.

9.4 What we charge for collection. If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection. The costs of

collection will be the same as our charges for standard delivery. Please see 'Shipping & Returns' page at the bottom of the home page.

9.5 **How we will refund you.** If you are entitled to a refund under these terms we will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

9.6 **Deduction from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind:

- (a) We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, 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 goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.
- (b) The maximum refund for delivery costs will be the costs of delivery by the least expensive suitable delivery method we offer (reflective of the shelf life of the product).

9.7 **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 if we have not offered to collect the goods from you, your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For information about how to return a product to us, see clause 9.2.

10. **Our rights to end the contract**

10.1 **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:

- (a) you do not, within a reasonable time, allow us to deliver the products to you or collect them from us;
- (b) you resell the products without our prior written consent, including on marketplace and auction sites such as Amazon, eBay, Facebook and similar social media forums;
- (c) you alter or modify the products in any way, repackage the product or remove, alter, modify or obscure our original packaging;
- (d) you commit a material breach of any material term of this contract and (if that breach is remediable) you fail to remedy that breach within a period of 14 days of being notified in writing to do so; or
- (e) you repeatedly breach any of the terms of this contract in such a manner as to reasonably justify the opinion that your conduct is inconsistent with you having the intention or ability to give effect to the terms of this agreement.

10.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for products 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.

10.3 **We may withdraw the product.** We may write to you to let you know that we are going to stop providing any product. We will let you know at least one month in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

11. If there is a problem with the product

11.1 **How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at 01963 362234 or write to us by email at uk.orders@ccmoore.net or by post to CC Moore & Co Ltd, Unit 9 Gibbs Marsh Farm, Stalbridge, Sturminster Newton, Dorset, England DT10 2RU.

11.2 **Summary of your legal rights.** We are under a legal duty to supply products that are in conformity with this contract. All such products are to be stored according to our written instructions (see clause 4.4). See the box below for a summary of your key legal rights in relation to the products. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

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

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

See also clause 8.3, clause 8.4 and clause 13.2.

11.3 **Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products, you must allow us to collect them from you. If you wish to reject perishable and rapidly deteriorating items (such as fresh or frozen bait) you should supply us with photographic evidence of the condition of the product within 24 hours of receiving it, before arranging our collection of it. We will pay the costs of collection and will endeavour to arrange collection within

24 hours of your notification to us regarding rejected products. Please call customer services on 01963 362234 or email us at uk.orders@ccmoore.net to arrange collection.

12. Price and payment

12.1 Where to find the price for the product. The price of the product (which includes VAT and packaging only) will be the price indicated on our website www.ccmooore.net, including any applicable discount. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 12.3 for what happens if we discover an error in the price of the product you order.

12.2 We will pass on changes in the rate of VAT. If VAT applies to your order and 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.

12.3 What happens if we got the price wrong. It is always possible that, despite our best efforts, 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 end the contract, refund you any sums you have paid and require the return of any goods provided to you.

12.4 When you must pay and how you must pay. We accept payment from a large number of credit cards and other providers, including Visa, Master Card, American Express, Discover, JCB, Diner's Club, Enroute and PayPal. You must pay for the products when placing your order and before we dispatch the products to you. We will not charge your credit or debit card or PayPal Account until we are ready to dispatch the products to you.

12.5 What to do if you think payment is wrong. If you think a payment is wrong, please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

13. Our responsibility for loss or damage suffered by you

13.1 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 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.

13.2 **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 as summarised at clause 11.2 and for defective products under the Consumer Protection Act 1987

14. **Your online account and how we may use your personal information**

14.1 **Your online account is required for the purposes of placing orders with us.** All accounts are opened subject to our prior approval. Where you have not placed any orders through your account for a period of 12 months or more, we will contact you to remind you that your account remains active and that we continue to hold your personal account details. Where your account has not been accessed or used for a period of 24 months or more your account will be closed. We are not required to notify you of account closure. Should you wish to place further orders with us where your account has been closed, you will be required to create a new account at that time.

14.2 **How we will use your personal information.** Any personal information supplied to us in the course of performing this contract, including for the purposes of your online account will be held, used and maintained in accordance with our privacy policy. Please follow the Privacy Policy link on the footer of every page on the website for further details.

15. **Other important terms**

15.1 **We may transfer this agreement to someone else.** 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.

15.2 **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. Any such agreement is at our sole discretion.

15.3 **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. 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.

15.4 **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.

15.5 **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. **Which laws apply to this contract and where you may bring legal proceedings.** 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.