

Terms and Conditions

This website, wearepanel (the "Website") is operated by or on behalf of We Are Panel ("We Are Panel"), registered in Scotland under company number SC375084 and having its registered office at 90 Mitchell Street, Glasgow, G1 3NQ.

In these Terms, when we refer to we, us, our etc, we are referring to We Are Panel. When we refer to you, we are referring to you, the customer.

You can contact us by writing to us at the above address, by emailing info@wearepanel.co.uk

1. Definitions

In these Terms, when the following words with capital letters are used, this is what they will mean:

"Bespoke Items" means Goods which are personalised, made-to-measure or made to your specification or which are otherwise customised or custom-made;

"Contract" means the contract formed in accordance with section 3 below for the purchase and sale of the Goods through the Website;

"Goods" means the products which we make available for sale through the Website from time to time;

"Event Outside Our Control" means any act or event beyond our reasonable control including, without limitation, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;

"Order" means an order for Goods which you submit to us through the Website using our online ordering system; and

"Terms" means these terms and conditions of sale.

2. Placing An Online Order

2.1. In order to place an Order through the Website, you must be (i) a consumer; and (ii) over the age of 18 years. If you wish to purchase any goods or services on behalf of a business, please contact us using the details provided above.

2.2. When you order any Goods through the Website, these Terms will apply to that Order. As part of the order process you will be asked if you accept these Terms, so please read the Terms carefully before clicking on "I Accept". If you do not accept the Terms, then you will not be able to order any Goods through our Website.

2.3. If we accept your Order, these Terms will form the basis of the Contract between us. Please see section 3 below for more information on how the Contract between us is formed. You should print a copy of these Terms or save them to your computer for future reference.

2.4. It is your responsibility to ensure that the details of your Order are correct and accurate and that you provide us with all information relevant to your Order. Our order process allows you to check for and amend any errors before submitting your Order through the Website. You should note that we shall not be responsible for any errors which you make when inputting or submitting your Order.

3. How A Contract Is Formed Between Us

3.1 When you place an Order through the Website, you are offering to buy those Goods from us. We will send you an acknowledgement e-mail shortly after you place your Order. However, this email is simply acknowledging receipt of your Order and does not mean that your Order has been accepted. You should note that:

- **we are not obliged to accept your Order; and**
- **no contract exists between us for those Goods at this stage.**

3.2 If we accept your Order, payment is taken immediately and upon successful payment you will be redirected to a page on the website letting you know that the transaction was successful. After this point an email can be sent, but the contract has already been made and payment has already been taken. The Contract between us is formed when you make the payment.

3.3 If we are unable to supply you with Goods, for example, because the Goods are not in stock, are no longer available, or because of an error in the price on the Website, we will inform you of this by e-mail and we will not process your Order. If you have already paid for the Goods, we will refund the full amount of your payment if you do not wish to order alternative Goods from us or order the Goods at the correct price.

4. Our Goods

4.1 Whilst we display images of the Goods on the Website, these images are for illustrative purposes only. We will do what we reasonably can to make sure that the images are a fair representation of the Goods. However, we cannot guarantee that your computer's display of the colours accurately reflect the colours of the Goods. You should also note that images of the Goods on the Website may not be representative of the actual size of the Goods.

4.2 For the purpose of the Contract, the quantity and description of the Goods will be set out in the Confirmation.

4.3 We reserve the right to alter the Goods or any relative specifications at any time. In such circumstances we shall notify you as soon as practicable by email and will not process your Order until you have confirmed that you wish us to proceed.

4.4 As a consumer, you have legal rights in relation to Goods that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards Office. Nothing in these Terms will affect these rights.

5. Delivery

5.1 We will do what we reasonably can to meet the estimated delivery date set out in the Confirmation, with the Goods to be delivered to the address stated in the Confirmation. However, please note that this date is only an estimate and may be affected by an Event Outside Our Control. If we are unable to meet the estimated delivery date, we will contact you with a revised estimated delivery date.

5.2 The Goods will be your responsibility from delivery and you will only own the Goods when we have been paid for them in full, including all applicable delivery charges.

6. Price And Payment

6.1 The prices on the Website are in pounds sterling and are inclusive of VAT and any other applicable taxes (which are charged at the current rate at the time of purchase). We will do what we reasonably can to ensure that the prices stated on the Website are accurate and up to date. In the event of any pricing errors, we will notify you by email and give you the opportunity to re-confirm your Order at the correct price.

7. Your Right To Cancel

7.1 If you are a consumer, you have a legal right to cancel a Contract (under the Consumer Protection (Distance Selling) Regulations 2000) during the period set out below in section

7.2. This means that during the relevant period if you change your mind or for any other reason you decide you do not want to keep the Goods, you can notify us of your decision to cancel the Contract and receive a refund. This cancellation right does not apply in the case of any Bespoke Items. Advice about your legal right to cancel the Contract is available from your local Citizens' Advice Bureau or Trading Standards office.

7.2 You may cancel a Contract at any time from the date of the Confirmation until the date which falls 7 (seven) working days after the day the Goods are delivered to you (working days means that Saturdays, Sundays or public holidays are not included in this period). If you do wish to exercise this right to cancel, you must write to us at the address or email address provided above. Your cancellation is effective from the date you send us the e-mail or post the letter to us and we will process your refund within 30 calendar days of this date. Refunds are made in the same form of payment originally used for purchase.

7.3 If you cancel a Contract under section 7.1 of these Terms and the Goods have already been delivered to you:

- 1.** you must return the Goods to us as soon as reasonably practicable – we recommend that you return the Goods to us by Royal Mail Special Delivery (or an equivalent "signed for" delivery service);
- 2.** unless the Goods are faulty or not as described, you will be responsible for the cost of returning the Goods to us; and
- 3.** you have a legal obligation to keep the Goods in your possession until such times as you return them to us and to take reasonable care of the Goods while they are in your possession.

8. Returns

8.1 Subject always to your right to cancel pursuant to section 7.1, Goods (other than Bespoke Goods) may be returned within the period of 28 calendar days from the date of delivery to you, provided that the Goods are in new, unused and unworn condition and have the garment tags still attached. The Goods must also be accompanied by our despatch paperwork.

8.2 The Goods should be returned to the following address: 32 Washington Street, Glasgow, G3 8AZ. We strongly recommend that you send the Goods by Royal Mail Special Delivery (or an equivalent "signed for" delivery service) to ensure proof of delivery and insurance for the Goods. We cannot be responsible for any Goods which are lost in transit. Refunds will only be made to the card used to purchase the Goods.

9. Our Liability

9.1 If we fail to comply with these Terms, we may be responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence. We will not however be responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into the Contract.

9.2 Nothing in these Terms shall limit any rights you might have as a consumer or other legal rights that may not be excluded by law. We do not in any way exclude or limit our liability for:

1. death or personal injury caused by our negligence;
2. fraud or fraudulent misrepresentation;
3. any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
4. any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
5. defective products under the Consumer Protection Act 1987.

10. Your Information

We only use your personal information, which you provide to us in connection with your Order or for any other reason.

11. Other Important Legal Terms

11.1 We will not be responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract which are caused by an Event Outside Our Control. If an Event Outside Our Control takes place that affects our Contract with you we will contact you as soon as reasonably possible to notify you. Please note our obligations under a Contract will be suspended for the duration of the Event Outside Our Control.

11.2 Each section of these Terms operates separately. If any of these sections (or any part of any section) is found by any court or relevant authority to be unlawful or unenforceable, the other sections (or other parts of the section in question) shall not be affected and shall remain in full force and effect. If any section of these Terms is found to be unlawful or unenforceable but would be lawful and enforceable if some part of the section were deleted, the section in question shall apply with such deletion as may be necessary to make it lawful and enforceable.

11.3 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations.

11.4 We may perform any of our obligations or exercise any of our rights under the Contract ourselves or where applicable, through any other persons (legal or otherwise) or entities.

11.5 We may transfer our rights and obligation under a Contract to another organisation but this will not affect your rights or our obligations under these Terms. You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

11.6 These Terms are governed by Scots law. This means that a Contract for the purchase of Goods through the Website and any dispute or claim arising out of or in connection with it will be subject to the laws of Scotland. You and we both agree that the courts of Scotland will have non-exclusive jurisdiction. If you are a resident in England or Wales you may also bring proceedings there.