

**OWL GET IT CONCIERGE SERVICES
TERMS AND CONDITIONS**

CONTENTS

CLAUSE

1. These terms.....	1
2. Information about us and how to contact us	1
3. Our contract with you	2
4. Your rights to make changes	3
5. Our rights to make changes	3
6. Your rights to end the contract	5
7. How to end the contract with us (including if you have changed your mind)	7
8. Our rights to end the contract	8
9. If there is a problem with the Services.....	8
10. Price and payment.....	9
11. Our responsibility for loss or damage suffered by you	10
12. How we may use your personal information	11
13. Other important terms	11

SCHEDULE

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OUR TERMS

1. THESE TERMS

1.1 **What these terms cover.** These are the terms and conditions on which we supply our Concierge Services 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 or you think any changes are required, please contact us to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 **Who we are.** We are Owl Get It Limited a company registered in England and Wales. Our company registration number is 9435817 and our registered office is at 5 Kingsley Street, Leicester, LE2 6DY. Our registered VAT number is [NUMBER].

2.2 **What we do.** We are an online delivery platform which you can access through our website at (www.owlgetit.co.uk) ('Website'). We provide two separate types of service. If you wish to purchase items marketed on our website on behalf of our partner retailers as listed on the Website ('Partners'), you should see our general terms and conditions. These terms relate to and govern our customised concierge service whereby the consumer ('you') either provides us with a list of items (such as groceries, gifts, restaurant food, household items or any other easily transported items) and the name and location of the retailer or/and a list of services which you require (such as dry cleaning) and the name and location of the service provider, and our courier drivers ('Couriers') will pick up such items and/or collect any items to and from the specified retailer/service provider and your specified location or you can order our Concierge Services using the menu provided by us ('Concierge Favourites') for ease of ordering ('Services')

2.3 We track the status of your order and keep you informed from the time our Couriers commence the Services until completion. Our Couriers will send you an SMS on arrival at the Delivery Location for collection or delivery of any items.

2.4 The contract for the Services shall be between you and Owl Get It in accordance with these terms and conditions. We shall not be responsible and shall have no liability for the quality of the items delivered by our couriers or the services of any service provider which you have requested and you will need to take up any such issues with the relevant establishment.

- 2.5 When submitting an order for our Concierge Service, it is your responsibility to ensure that all information provided by you in relation to your requirements is complete and accurate.
- 2.6 Where the items you require are advertised through our Partners on the Website, please go through our separate general terms and conditions of sale, to which a different ordering procedure applies.
- 2.7 **How to contact us.** You can contact us by getting in touch with our customer service team by writing to us at info@owlgetit.co.uk.
- 2.8 **How we may contact you.** If we have to contact you we will do so by telephone at the number you have provided to us or by writing to you at the email address or postal address you provided to us in your order.
- 2.9 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

- 3.1 **Eligibility.** You must be at least 18 years old to order our Concierge Services. If you are purchasing alcohol or tobacco products, you must ensure that also the person taking delivery is at least 18 years old and our drivers will check the ID of the person taking delivery if it is suspected that that person looks under 25 years old and we shall refuse delivery without liability if, either, no ID is available or that person is under 18 years old.
- 3.2 **How we will accept your order.** In order to make an order for our Concierge Services, you submit a request form as provided on the Concierge Services link on the Website or via the Concierge Favourites pages on our Website (identified via the Concierge Service logo). We require full and accurate details of your address where items are to be delivered or collected ('Delivery Location'); your mobile telephone number and email address; the items/services you require, including the relevant retailer's name and location (if you have a preference for a specific establishment) and the time frame required for completion of the services requested. We shall check the cost price of the items/services specified, add the Concierge handling fee and Courier fee, determine whether we can meet your time frame and aim to submit a response to you within [30 minutes]. If you confirm that you wish to go ahead with the order at the price specified to you, our acceptance of your order will take place when we email you to accept it and you make payment in full, either by telephone or using the link sent to you via email or text. Once we have confirmed to you that we have received payment in full, a contract for your order ('Order') will come into existence between you and us in accordance with these terms.

- 3.3 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this [in writing]. This might be because the location of the specific retailer/service provider is outside our service area or we have checked the items you require and determined that it is out of stock, because of unexpected limits on our resources which we could not reasonably plan for or because we are unable to meet a delivery deadline you have specified.
- 3.4 **Your order number.** We will assign an order number to your Order and tell you what it is when we accept your Order. It will help us if you can tell us the Order number whenever you contact us about your order.
- 3.5 **We only provide our Concierge Services in the Midlands.** Currently our website is solely for the promotion of our collection or delivery services within the Midlands.

4. **YOUR RIGHTS TO MAKE CHANGES**

If you wish to make a change to the Order 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 Services, 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 want to end the contract (see clause 6 - Your rights to end the contract).

5. **OUR RIGHTS TO MAKE CHANGES**

- 5.1 **We may have to make changes to your Order, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any Services paid for but not received, such changes may be required where, for example: the specified retailer is closed or items are unavailable or the specified service provider is delayed in completing the required services.**

- (a) **If the Order is for one-off services.** We will begin the Services on the date and time agreed in the Order. The estimated completion date and time for the services is as told to you during the order process. we will endeavour to deliver to you by the estimated completion date and time provided in the Order. We provide a tracking service for your Order and if we anticipate that we will fail to deliver within the estimated time, we will keep you informed by SMS and email and provide you with an updated time of delivery. We will always send you an SMS message to the mobile telephone number provided by you upon arrival at the Delivery Location. We always endeavour to ensure your items are delivered/collected by the time specified in your Order however sometimes the weather or traffic conditions can cause delay despite our efforts in that regard. The estimated completion time for the services and will also depend on whether any delays are caused by the relevant

independent retailers or service providers We are responsible only for the Courier Services. The items or services we purchase and collect on your behalf will be subject to the terms and conditions of the relevant retailers or service providers and we shall have no liability for any delays caused by such retailers or service providers.

- (b) **If the Order is for ongoing services.** We will supply the Services to you until the services are completed or you end the contract as described in clause 6 or we end the contract by written notice to you as described in clause 8. See also paragraph (a) above in relation to any delays caused by the relevant retailers or service providers from whom we purchase and collect items/services on your behalf.

5.2 **We are not responsible for delays outside our control.** If our supply of the Services 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 end the contract and receive a refund for any Services you have paid for but not received.

5.3 **If you are not at the Delivery Location when you are required to take delivery or provide our Couriers with items for collection.** If no one is available at your address to take delivery and the items cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange collection/delivery or how to collect your items.

5.4 **If you do not re-arrange delivery or collection.** If you do not collect the items from us /supply us with items for collection as arranged or if, after a failed delivery to/collection from you, you do not re-arrange delivery/collection, we will contact you for further instructions and may charge you for storage costs and any further delivery/collection 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 8.2 will apply.

5.5 **If we require and you do not allow us access to provide services.** If you do not allow us access to your property where required to perform any services arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 8.2 will apply.

5.6 **Your legal rights if we miss the deadline for completion of the Services or any of them.** If we miss the deadline for any of the Services, save where such failure is in any way due to delay by any of the service providers or retailers from whom our Couriers were dealing as part of your Order, then you may treat the contract as at an end straight away if any of the following apply:

- (a) we have refused to complete the Services;
- (b) completion of the Services within the delivery deadline was essential (taking into account all the relevant circumstances); or
- (c) you told us before we accepted your order that completion of the Services within the delivery deadline was essential.

5.7 **Setting a new deadline for completion.** If you do not wish to treat the contract as at an end straight away, or do not have the right to do so under clause 5.6, you can give us a new deadline for completion, which must be reasonable, and you can treat the contract as at an end if we do not meet the new deadline.

5.8 **We may suspend supply of the Services if you do not pay.** If you do not pay us for the Services when you are supposed to (see clause 10.4) and you still do not make payment within [1] days of us reminding you that payment is due, we may suspend supply of the Services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the Services. We will not suspend the Services where you dispute the unpaid invoice (see clause 10.3). We will not charge you for the Services during the period for which they are suspended. As well as suspending the Services we can also charge you interest on your overdue payments (see clause 10.4).

6. YOUR RIGHTS TO END THE CONTRACT

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

- (a) **If you want to end the contract because of something we have done or have told you we are going to do, see *clause 6.2*;**
- (b) **If you have just changed your mind about the product, see *clause 6.3*.** 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 items we have purchased on your behalf;
- (c) **In all other cases (if we are not at fault and there is no right to change your mind), see *clause 6.6*.**

6.2 **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 (e) below the contract will end immediately and we will refund you in full for any Services which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about a change to your Order or these terms with which you do not agree to (see *clause 5.1*);

- (b) we have told you about an error in the price of the Services you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the Services may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the Services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 1 week; or
- (e) you have a legal right to end the contract because of something we have done wrong (including because we have completed the Services late (see *clause 5.6*)).

6.3 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most products bought online 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.

6.4 **When you don't have the right to change your mind.** You do not have a right to change your mind in respect of any Excluded Items or services, once these have been completed, even if the cancellation period is still running;

6.5 **How long do I have to change my mind?** How long you have depends on your Order and how it is delivered. **Where your Order is for Services such as our Concierge Services,** you have 14 days after the day we email you to confirm we accept your Order. However, once we have completed the Services subject of your Order you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.

6.6 **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 do not have a right to change your mind (see clause 6.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for services 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 ending the contract

7. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

7.1 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 the number or email address provided. Please provide your name, home address, details of the order and, where available, your phone number and email address.
- (b) **Online.** Complete the [form [INSERT LINK TO ONLINE FORM](#)] on our website.

7.2 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 the establishment from which they were purchased (you shall be responsible for ensuring you obtain a receipt from the Courier). You must either return the items in person to where they were purchased, or (if they are not suitable for posting) allow us to collect them from you. Please call customer services for a return label or to arrange collection. If you are exercising your right to change your mind you must send off the items within 14 days of telling us you wish to end the contract.

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

- (a) If the items are not the items you ordered; or
- (b) if you are ending the contract because we have told you of a change to the Order or these terms, an error in pricing, 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 exercising your right to change your mind) you must pay any costs of return.

7.4 What we charge for collection. If you are responsible for the costs of return and we are collecting the items 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, see our FAQ for more information.

7.5 How we will refund you. We will refund you the price you paid for the incomplete Services, by the method you used for payment. However, we may make deductions from the price, as described below.

7.6 Deductions from refunds if you are exercising your right to change your mind. If you are exercising your right to change your mind:

- We may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract. If we have already purchased any items on your behalf but have not yet completed delivery to you, we can at our discretion return them to the establishment from which they were purchased (if the establishment accepts returns) or complete delivery of such items to you and deduct from your refund any additional cost to us.
- **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 14 days of your telling us you have changed your mind

8. OUR RIGHTS TO END THE CONTRACT

8.1 We may end the contract if you break it. We may end the contract for an Order at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within [] days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Services.
- (c) you do not, within a reasonable time, allow us to deliver the Order to you or collect it from us;
- (d) you do not, within a reasonable time, allow us access to your premises to supply the services.

8.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 8.1 we will refund any money you have paid in advance for Services 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

8.3 We may withdraw the Services. We may write to you to let you know that we are going to stop providing the Services. We will let you know at least [PERIOD] in advance of our stopping the supply of the product and will refund any sums you have paid in advance for Services which will not be provided.

9. IF THERE IS A PROBLEM WITH THE SERVICES

9.1 How to tell us about problems. If you have any questions or complaints about the product, please contact us. You can telephone or email our customer service team at the number or email address we have provided.

- 9.2 **Summary of your legal rights.** We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. 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:

- you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- if you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- if you haven't agreed a time beforehand, it must be carried out within a reasonable time.

See also Exercising your right to change your mind (Consumer Contracts Regulations 2013).

10. PRICE AND PAYMENT

- 10.1 **Where to find the price for the Services.** The price of the Services (which includes VAT) will be the price provided to you when you placed your order. We take all reasonable care to ensure that the price of the Services advised to you is correct. However please see clause 10.3 for what happens if we discover an error in the price of the Services you order.
- 10.2 **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 Services, we will adjust the rate of VAT that you pay, unless you have already paid for the Order in full before the change in the rate of VAT takes effect.
- 10.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the Services we sell may be incorrectly priced, it may be that the establishment from which our Courier's are collecting your items have changed the price or got it wrong when we checked the prices of your requested items before we quoted a price to you. Where the Service'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 Service's correct price at your order date is higher than the price stated to you, we will contact

you for your instructions before we purchase the item on your behalf. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid save in respect of any Services that have been completed.

10.4 **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of [6]% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

10.5 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know and we will not charge you interest until we have resolved the issue.

11. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

11.1 **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.

11.2 **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 9.2

11.3 **When we are liable for damage to your property.** If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.

11.4 **We are not liable for business losses.** We only supply the Services for domestic and private use. If you use the Services for any commercial or business purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

11.5 **Liability for items or services purchased on your behalf from the independent retailer or Service Provider:** We shall not be responsible and shall have no liability for the quality of the items delivered by our couriers or the services of any service provider which you have requested and you will need to take up any such issues with the relevant establishment.

12. HOW WE MAY USE YOUR PERSONAL INFORMATION

12.1 **How we will use your personal information.** We will use the personal information you provide to us:

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

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

13. OTHER IMPORTANT TERMS

13.1 **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.

13.2 **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.

13.3 **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.

13.4 **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.

13.5 **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. For example, if you miss a payment and we do not chase you but we continue to provide the Services, we can still require you to make the payment at a later date.

13.6 **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.