



Screaming Abdabs Limited

Terms and Conditions of Sale

1. Our Agreement

- 1.1 Acceptance of Terms. These terms and conditions (“Terms”) are the terms on which Screaming Abdabs Limited (“We”/“Us”/“Our”) provide our products (the “Products”) to you (“You”/“Your”). Please read these Terms carefully before purchasing with Us. Please note that by placing an order You will be agreeing to these Terms. You should keep a copy of these Terms for future reference.
- 1.2 Your order constitutes an offer to Us to buy the Products. All orders are subject to availability and to acceptance by Us. Where You place an order through our Website or by phone, We will send You an email acknowledging receipt of Your order and the contract for purchase of the products is formed when We send You an email confirming Your order together with a copy of these Terms and Conditions.
- 1.3 These Terms are only available in the English language.

2. General Information About Us

- 2.1 We are Screaming Abdabs Limited, a company registered in England and Wales under registration number 10696304. Our registered address is Kingcup House, Hennock, Bovey Tracey, Newton Abbot TQ13 9PY United Kingdom and the address at which We are established is Kingcup House, Hennock, Bovey Tracey, Newton Abbot TQ13 9PY United Kingdom.
- 2.2 If You have any questions, complaints or comments then please contact Us on:
 - 2.2.1 Email address: customerservices@screamingabdabs.gallery
 - 2.2.2 Telephone: +44 (0)7539 467487
 - 2.2.3 Geographic address: Kingcup House, Hennock, Bovey Tracey, Newton Abbot TQ13 9PY United Kingdom.
- 2.3 Our VAT number is GB 268 6484 52.
- 2.4 Screaming Abdabs Limited is registered as a data controller for the purposes of the Data Protection Act 1998. The registration number for Screaming Abdabs Ltd on the register of data controllers, maintained by the Information Commissioner, is ZA255333. If You have any queries about how We use Your personal data please contact Data Protection at Screaming Abdabs Limited, Kingcup House, Hennock, Bovey Tracey, Devon TQ13 9PY United Kingdom or customerservices@screamingabdabs.gallery. Our Privacy Policy is available on our Website.

3. Your Use Of The Website (where relevant)

3.1 Registration, Passwords and Security

Where the facility is offered by Screaming Abdabs Limited, You are responsible for maintaining the confidentiality of Your Password and User Name and are responsible for all activities that are carried out under them. We do not have the means to check the identities of people using the Website and will not be responsible for losses suffered by You where Your Password

or User Name is used by someone else unless this is due to Our negligence. You agree to notify Us immediately by email to customerservices@screamingabdabs.co.uk or by phone on +44 (0)7539 467487 if You become aware of or suspect any unauthorised use of Your Password or User Name.

3.2 Rights granted and rights reserved

3.2.1 Your use of the Website (where applicable) and its contents grants no rights to You in relation to Our intellectual property rights including, without limitation, copyright trademarks, logos, graphics, photographs, animations, videos and text or the intellectual property of third parties in the Website and its contents.

3.2.2 You may not copy, reproduce, republish, download, post, broadcast, record, transmit, commercially exploit, edit, communicate to the public or distribute in any way the services, Web pages or materials on the Website or the computer codes of elements comprising the Website other than for Your own personal use. Subject to the above, You may download insubstantial excerpts of this content to Your hard disk for the purpose of viewing it provided that no more than one copy of any information is made.

4. Products

4.1 Prices and payment

4.1.1 The price of a product shall be as stated on this Website or in store / event at the time You place Your order except in the case of obvious error. We try and ensure that all prices are accurate but errors may occur. If We discover an error in the price of a product You have ordered before formation of a contract between Us, We will inform You as soon as possible and give You the option of reconfirming Your order at the correct price or cancelling it. If You cancel, no payment will be taken from Your card.

4.1.2 Prices shown are inclusive of UK Value Added Tax. Prices do not include delivery. See below for details.

4.1.3 We accept payment by the following methods: PayPal, VISA (debit), VISA (credit), MASTERCARD (debit), MASTERCARD (credit), direct bank transfer.

TBD Payment will be debited from Your account:

- (i) at the time of or shortly before despatch of the product to You where you are purchasing online or are not receiving the goods then and there; and
- (ii) when You make the purchase in other cases.

You confirm that the credit/debit card that is being used is Yours. All credit/debit card holders are subject to validation checks and authorisation by the card issuer. If the issuer of Your card refuses to authorise payment We will not accept Your order and We will not be responsible for any delay or non-delivery and We are not obliged to inform You of the reason for the refusal.

We are not responsible for Your card issuer or bank charging You as a result of Our processing of Your credit/debit card payment in accordance with Your order.

4.2 Delivery and ownership

4.2.1 We accept orders for delivery to UK and International destinations;

4.2.2 Products will be dispatched by [post or courier] unless You specify an alternative

delivery option. For security reasons, Screaming Abdabs Limited cannot ship any order to a P.O. Box or accept any order where it is impossible to identify the individual who is the recipient of the order and her/his address.

Our Delivery Charges are as follows:

Standard charge of £25.00 for all UK deliveries. Deliveries overseas or by special arrangement will be quoted upon request.

4.2.3 We shall do our best to dispatch the product to You as soon as possible after You place Your order [normally 3 Working Days if the product is in stock] and in any event not more than 30 days beginning on the day [We confirm] Your order. If We are unable to dispatch the product within that time We will email to let You know and to give You an estimated delivery date. In these circumstances You have the right to cancel the order and receive a full refund.

4.2.4 As soon as the product is delivered to You (or a person identified by you to take delivery of the product on your behalf), You are responsible for it.

4.2.5 We want You to be happy with Your purchase from Us. If You are unhappy with the product in any way please contact Our Customer Service Team at customerservices@screamingabdabs.gallery as soon as possible.

5. Cancellation, Returns and Refunds

5.1 Nothing in these Terms is intended to affect these legal rights. For more information about Your legal rights contact Your local Citizens Advice Bureau or Trading Standards Office.

5.2 Return of non-faulty goods

5.2.1 We hope You will be happy with Your purchase. However, where you have made a purchase at a distance (for example via the phone or through our Website), You have the right to cancel Your order within 14 days without giving any reason, provided:

- You inform Us You are cancelling Your order no later than the 14th day after the day on which You received Your order;
- You have taken reasonable care of the product prior to return – in particular this means not removing tags, and in the case of artwork provided in a sealed laminated cover that it should not have been opened or damaged to allow removal of the artwork;
- You will be responsible for the cost of returning the product to Us, unless it is faulty, incorrect or mis-described;
- You return the product in suitable packaging (preferably the packaging in which it was delivered) to ensure it reaches Us in good condition;
- See below for more details about Your right to cancel.

5.2.2 Your cancellation rights will expire after 14 days from the day on which You (or a person indicated by You to take delivery, other than the carrier) takes delivery/ acquires physical possession of the products.

5.2.3 To exercise Your right to cancel, You must inform Us of Your decision to cancel by a clear statement. You may inform us by any of the methods below, however it will help Us to process your refund more quickly if you use [e.g. Our online returns form]

Or contact us by:

Email at customerservices@screamingabdabs.gallery

Telephone +44 (0)7539 467487

Post at Kingcup House, Hennock, Bovey Tracey, Newton Abbot TQ13 9PY United Kingdom.

Alternatively, You may inform Us of your decision to cancel the contract using the model cancellation form set out in the Distance Selling Legislation and available on our Website, but it is not obligatory to do so.

5.2.4 You can also fill in and submit the model cancellation form or any other clear statement on our Website. If You use this option, we will communicate to You an acknowledgement of receipt of such a withdrawal on a durable medium (e.g. by e-mail) without delay.

5.2.5 To meet the cancellation deadline, it is sufficient for You to send Your communication concerning Your exercise of the right to cancel before the cancellation period has expired.

5.3 **Effects of cancellation**

5.3.1 If You cancel, 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).

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

- (a) 14 days after the day we receive back from You any products supplied, or
- (b) (if earlier) 14 days after the day You provide evidence that You have returned the products, or
- (c) if there were no products supplied, 14 days after the day on which We are informed about Your decision to cancel this contract.

5.3.3 We will make such reimbursement using the same means of payment as 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 such reimbursement.

5.3.4 We may withhold reimbursement until We have received the goods back or You have supplied evidence of having sent back the goods, whichever is the earliest.

5.3.5 You shall send back the goods or hand them over to Us [OR insert the name and geographical address, where applicable, of the person authorised by you to receive the goods], without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to Us. The deadline is met if you send back the goods before the period of 14 days has expired.

5.3.6 You will have to bear the direct cost of returning the goods.

5.3.7 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. By this we mean the sort of handling that might reasonably be allowed in a shop.

5.3.8 You will lose the right to cancel in the following circumstances;

5.4 **Return of faulty goods**

If a product is faulty or does not meet the description given at the time You placed Your order,

please contact Us as soon as possible. We will refund the purchase price, delivery charge and any reasonable costs You incur in returning it to Us.

We recommend that returned products are sent via insured, traceable delivery service.

6. Our Legal Obligations and Limits On Our Liability

6.1 We accept liability for death or personal injury caused by Our negligence or that of Our employees and agents. We do not seek to exclude liability for fraudulent misrepresentation by Us or Our employees or agents.

6.2 You have certain rights under the law. These include:

- That any goods supplied by Us will be of satisfactory quality and fit for their intended purpose;
- That information which We give you about the goods and about the terms of this Agreement as required by law is to be treated as a term of the contract.

Nothing in these Terms is intended to affect these statutory rights. For more information about Your statutory rights contact Your local Citizens Advice Bureau or Trading Standards Office.

6.3 If We breach these Terms We shall only be liable for losses which are a reasonably foreseeable consequence of such a breach, up to a maximum of 200% of the cost of the goods proved to you. Losses are foreseeable where they could be contemplated by You and Us at the time of entering into these Terms.

6.4 We are not responsible for:

- losses not caused by Our breach;
- indirect losses which are a side effect of the main loss or damage and which are not reasonably foreseeable by You and Us at the time of entering into these Terms, for example loss of profits or loss of opportunity;
- failure to provide the Service or to meet any of Our obligations under these Terms where such failure is due to events beyond our control (meaning any cause beyond Our reasonable control which prevents Us from fulfilling any of Our obligations and includes but is not limited to fire, flood, storm, riot, civil disturbance, war, nuclear accident, terrorist activity and acts of God).

6.5 Our total liability to You for any loss or damage arising in connection with these Terms shall be limited to 200% of the value of the relevant order.

7. General

7.1 Severance – type provisions

If any part of these Terms is disallowed or found to be ineffective by any court or regulator, the other provisions shall continue to apply.

7.2 Complaints and disputes

7.3 We will do Our best to resolve any disputes over these Terms. If You wish to take court proceedings against Us You must do so within the United Kingdom. Relevant United Kingdom law will apply.