

## **JDRF Terms and Conditions of Supply**

### **These terms and conditions**

These terms and conditions (together with our Terms and Conditions of Use: <http://www.jdrf.org.uk/policies-and-terms-of-use/about-the-site/> and any other documents referred to in it) set out the basis on which we will sell items to you from this website.

Please read these terms and conditions carefully before you submit your order to us. By placing an order on or through our website you agree to be bound by the terms and conditions set out below. 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.

Your statutory rights are not affected by these terms and conditions. To the extent that any provision in these terms and conditions conflicts with your statutory rights, your statutory rights will prevail and the particular offending provision in these terms and conditions will be deemed inapplicable.

### **Information about us and how to contact us**

Who we are. We are Juvenile Diabetes Research Foundation Limited (JDRF), a company limited by guarantee registered in England and Wales under company number 02071638 and we have our registered office at 17/18 Angel Gate, City Road, London EC1V 2PT. Our VAT number is 893975646.

JDRF is a charity registered in England and Wales (no. 295716) and in Scotland (no. SC040123). In England and Wales we are regulated by The Charity Commission and in Scotland by the Office of the Scottish Charity Regulator.

How you can contact us. If you wish to contact us in connection with these terms and conditions, please contact us by telephoning 020 7713 2030 or by emailing us at [info@jdrf.org.uk](mailto:info@jdrf.org.uk) or writing to us at JDRF, 17/18 Angel Gate, City Road, London EC1V 2PT.

How we may contact you. If we have to contact you we will do so by telephone or by writing (which, for the purpose of these terms and conditions includes email) at the number or address you provided to us in your order.

### **Our contract with you**

Your order. Your order is an offer to JDRF to buy the product(s) stated in your order, which we may accept at any time to create a legally binding contract between us. As such, please read and check your order carefully before submitting it.

By law, we must give you certain key information before a legally binding contract between you and us is made. If you want to see this key information, please follow this link:

<http://www.legislation.gov.uk/ukxi/2013/3134/schedule/2/made>

How we will accept your order. Our acceptance of your order will take place when we email you with a notice of acceptance, at which point a legally binding contract will come into existence between you and us.

If we cannot accept your order. If we are unable to accept your order, we will inform you of this as soon as possible. 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 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. In such a case we will not charge you for the product.

Your order number. We will assign an order number to your order and will tell you what it is when we accept your order. It will help us if you can reference your order number whenever you contact us about your order.

## **Our products**

Products may vary slightly from their pictures. The images of the products on our website 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 accurately reflects the colour of the products. Your product may vary slightly from those images.

Product packaging may vary. The packaging of the product may vary from that shown on images on our website.

We only sell to the UK. Our website is solely for the promotion of our products in the UK. Unfortunately, we do not accept orders from OR deliver to addresses outside of the UK.

## **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.

## **Our rights to make changes**

We may change the product:

- to reflect changes in relevant laws and regulatory requirements; and
- to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the product.

Where possible, we will let you know about the requested change in advance of making it, and ask you to confirm whether you wish to go ahead with the purchase.

### **Providing the products**

Delivery costs. The costs of delivery will be as displayed to you on our website.

When we will provide the products. During the order process we will let you know when we will provide the products to you. We will attempt to deliver them to you as soon as reasonably possible and in any event within 30 days after the day on which we accept your order.

The product will be your responsibility from the time we deliver the product to the address you gave us or you collect it from us.

You will own the goods once we have received payment in full.

If you are not at home when the product is delivered. If no one is available at your address to take delivery and the products cannot be posted through your letterbox, we will leave you a note informing you of how to collect the products from a local depot.

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 a delivery depot 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 the sub-paragraph entitled "*You must compensate us if you break the contract*" will apply.

We are not responsible for delays outside our control. If our supply of the products 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 products you have paid for but not received.

Your legal rights if we deliver late. You have legal rights if we deliver any products late. If we miss the delivery deadline for any products then you may treat the contract as at an end straight away if any of the following apply:

- we have refused to deliver the products;
- delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
- you told us before we accepted your order that delivery within the delivery deadline was essential.

Setting a new deadline for delivery. 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 the sub-paragraph above, you can inform us of a new deadline for delivery, which must be reasonable, and you can treat the contract as at an

end if we do not meet the new deadline regardless of whether you would have the right to do so under the sub-paragraph above.

Ending the contract for late delivery. If you do choose to treat the contract as at an end for late delivery under the sub-paragraphs entitled “*Your legal rights if we deliver late*” and “*Setting a new deadline for delivery*”, you can cancel your order for any of the products or reject products that have been delivered. If you wish, you can reject or cancel the order for some of those products (not all of them), unless splitting them up would significantly reduce their value. After that we will refund any sums you have paid to us for the cancelled products and their delivery. If the products have been delivered to you, you must mail your product to: 17/18 Angel Gate London, EC1V 2PT. Please call our customer services team on **020 7713 2030** or email us at **info@jdrf.org.uk** for a return label.

Reasons we may suspend the supply of products to you. We may have to suspend the supply of a product to:

- deal with technical problems or make minor technical changes;
- update the product to reflect changes in relevant laws and regulatory requirements; or
- make changes to the product as requested by you or notified by us to you (see the paragraph entitled “*Our rights to make changes*”).

Your rights if we suspend the supply of products. We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. If we have to suspend the product [for longer than one month in any year] we will adjust the price so that you do not pay for products while they are suspended. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than [one month] and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

We may also suspend supply of the products if you do not pay. If you do not pay us for the products when you are supposed to (see the sub-paragraph entitled “*When you must pay and how you must pay*”) and you still do not make payment within 5 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will not suspend the products where you dispute the unpaid invoice (see the sub-paragraph entitled “*What to do if you think an invoice is wrong*”). We will not charge you for the products during the period for which they are suspended. As well as suspending the products we can also charge you interest on your overdue payments (see the sub-paragraph entitled “*We can charge interest if you pay late*”).

### **Your rights to end the contract**

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:

- If what you have bought is faulty or mis-described you may have a legal right to end the contract (or to get the product repaired or replaced or to get some or all of your money back) - see the sub-paragraph entitled “*Summary of your legal rights*”;
- If you want to end the contract because of something we have done or have told you we are going to do, see the sub-paragraph entitled “*Ending the contract because of something we have done or are going to do*”;
- If you have just changed your mind about the product, see the sub-paragraph entitled “*Exercising your right to change your mind (Consumer Contracts Regulations 2013)*”. 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;
- In all other cases (if we are not at fault and there is no right to change your mind), see the sub-paragraph entitled “*Ending the contract where we are not at fault and there is no right to change your mind*”.

Ending the contract because of something we have done or are going to do. If you are ending a contract for one of the reasons set out 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:

- 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;
- there is a risk that supply of the products may be significantly delayed because of events outside our control;
- we have suspended supply of the products for a period of more than [one month]; or
- you have a legal right to end the contract because of something we have done wrong including because we have delivered late (see the sub-paragraph entitled “*Your legal rights if we deliver late*”).

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 calendar days from the day after the date you received your order (or, if the goods are delivered in several instalments then it will be 14 calendar days from receipt of the last instalment) and receive a full refund. To exercise your right to cancel the contract you must request a refund in writing within the 14 calendar day period.

Our goodwill guarantee. Please note, these terms reflect the goodwill guarantee offered by JDRF to its [UK] customers, which is more generous than your legal rights under the Consumer Contracts Regulations in the ways set out below. This goodwill guarantee does not affect your legal rights in relation to faulty or mis-described products (see the sub-paragraph entitled “*Summary of your legal rights*”):

<b>Right under the Consumer Contracts</b>	<b>How our goodwill guarantee is more</b>
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Regulations 2013	generous
14 day period to change your mind.	30 day period to change your mind.

When you don't have the right to change your mind. You do not have a right to change your mind in respect of:

- Books or other paper products with obvious signs of use; or
- Any item not in its original condition, which is damaged or missing parts for reasons not due to our error.

Ending the contract where we are not at fault and there is no right to change your mind. If you do not have any other rights to end the contract (see the sub-paragraph entitled "*You can always end your contract with us*"), you can still contact us before it is completed and tell us you want to end it. If you do this the contract will end immediately and we will refund any sums paid by you for products 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.

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

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

- **Phone or email.** Call customer services on **020 7713 2030** or email us at **info@jdrf.org.uk**. Please provide your name, home address, details of the order and, where available, your phone number and email address.
- **Online.** Complete the cancellation form – **click here to download**.
- **By post.** Print off the cancellation form and post it to us at the address on the form. Or simply write to us at that address, including the information required in the form.

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 mail your product to: 17/18 Angel Gate London, EC1V 2PT. Please call our customer services team on **020 7713 2030** or email us at **info@jdrf.org.uk** for a return label. If you are exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.

Sale items. We do not offer refunds for sale items, unless they are faulty.

Exchange. We only replace items if they are defective or damaged. If you need to exchange an item for the same item, please send us an email at [info@jdrf.org.uk](mailto:info@jdrf.org.uk) and post your item to: 17/18 Angel Gate London, EC1V 2PT.

Gifts. If the item was marked as a gift when purchased and shipped directly to you, you'll receive a gift credit for the value of your return. Once the returned item is received, a gift certificate will be mailed to you.

If the item wasn't marked as a gift when purchased, or the gift giver had the order shipped to themselves to give to you later, we will send a refund to the gift giver and they will find out about your return.

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

- if the products are faulty or mis-described; or
- if we have told you about an upcoming change to the product or these terms which you do not agree to, 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 exercising your right to change your mind) you must pay the costs of return.

How we will refund you. 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.

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

- 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.
- The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

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 the products are goods and we have not offered to collect them, 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.
- In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

Late or missing refunds. If you haven't received a refund within the time periods set out above, first check your bank account again. Then contact your credit card company, it may take some time before your refund is officially posted. Next contact your bank. There is often some processing time before a refund is posted. If you've done all of this and you still have not received your refund yet, please contact us at [info@jdrf.org.uk](mailto:info@jdrf.org.uk).

## **Our rights to end the contract**

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:

- you do not make any payment to us when it is due and you still do not make payment within 5 days of us reminding you that payment is due;
- you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products; or
- you do not, within a reasonable time, allow us to deliver the products to you or collect them from us.

You must compensate us if you break the contract. If we end the contract in the situations set out in the sub-paragraph above 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.

We may withdraw the product. We may write to you to let you know that we are going to stop providing the product. We will let you know at least two weeks 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.

## **If there is a problem with the product**

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 **020 7713 2030** or email us at [info@jdrf.org.uk](mailto:info@jdrf.org.uk).

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](http://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 life of your product your legal rights entitle you to the following:

- up to 30 days: if your item is faulty, then you can get a full refund.
- up to six months: you are entitled to repair or replacement of your item. If your faulty item can't be repaired or replaced, then you're entitled to a full refund, in most cases.



- up to six years: if the item can be expected to last up to six years you may be entitled to a repair or replacement, or, if that doesn't work, some of your money back.

Your obligation to return rejected products. If you wish to exercise your legal rights to reject products you must mail your product to: 17/18 Angel Gate London, EC1V 2PT.

## **Price and payment**

Where to find the price for the product. The price of the product (which includes VAT where applicable) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of product advised to you is correct. However please see the sub-paragraph entitled "*What happens if we got the price wrong*" for what happens if we discover an error in the price of the product you order.

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 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.

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, 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 unmistakable 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.

When you must pay and how you must pay. We accept payment with Visa, Visa Delta, Visa Electron, MasterCard. You must pay for the products before we dispatch them. We will not charge your credit or debit card until we dispatch the products to you.

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 2% a year above the base lending rate of Barclays Bank plc 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.

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.

## **Our responsibility for loss or damage suffered by you**

We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms and conditions, 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.

**We are not liable for business losses.** Please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes. Please note that in particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

For our general limitations on liability, please see our Terms and Conditions of Use <http://www.jdrf.org.uk/policies-and-terms-of-use/about-the-site/>.

### **Miscellaneous**

We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 10 calendar days of us telling you about it and we will refund you any payments you have made in advance for products not provided.

You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee). You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. However, you may transfer our goodwill guarantee above to a person who has acquired the product. We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the relevant item or property.

Nobody else has any rights under this contract (except someone you pass your guarantee on to). This contract is between you and us. No other person shall have any rights to enforce any of its terms.

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.

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 products, we can still require you to make the payment at a later date.

Which laws apply to this contract and where you may bring legal proceedings. These terms and conditions are governed by English law and the courts of England and Wales shall have exclusive jurisdiction over any disputes arising in relation to them.