



Terms and Conditions

Access to www.wonkywoolies.com and the use of the website is subject to the following Terms and Conditions. In using our website and services you are deemed to be agreeing to our Terms and Conditions as detailed below.

1. Definitions and Interpretation

In this Agreement the following terms shall have the following meanings:

- “Content”** means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this website;
- “Services”** means the services available to you through this website, specifically the purchase of hats;
- “System”** means any online communications infrastructure that Wonky Woolies makes available through the website either now or in the future. This includes, but is not limited to, web-based email, live chat facilities and email links;
- “Website”** means the website you are currently using:- (www.wonkywoolies.com);
- “We/Us/Our”** means Wonky Woolies, a company registered in Scotland under SC481386 of Suite 387, 5th Floor Central Chambers, 93 Hope Street, Glasgow, Scotland, G2 6LD, Trade Mark Number UK00003003834;
- “Stock Products”** means any product that can be purchased directly on our website that has not been amended by the customer;
- “Personalised Products”** means a product from a range of styles offered that has been altered by the customer to suit their personal colour preference and can be viewed/ordered on the ‘Colour your Wonky’ page of the website;
- “Fully Customised Products”** means a product which is ordered to the customers exact specification i.e. company logo or name included in the design and colours/design individually chosen.

2. Customer Use of Website

When using or inputting information on the website you:

- Must not use obscene or vulgar language
- Must communicate in English only
- Must not submit content that is unlawful or offensive
- Must not impersonate another individual
- Must not use our system for unauthorised mass-communication such as 'spam' or 'junk mail'

We reserve the right to monitor any and all communications made to us or using our system and may take copies of such communications or use.

Misuse of this website as covered by the Computer Misuse Act 1990 will be reported to the appropriate enforcement authorities and you may be held criminally liable for offences covered by this Act.

3. Intellectual Property, Software & Content.

All content made available to you through this website including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of Wonky Woolies, our affiliates or other relevant third parties. By continuing to use the website you acknowledge that such material is protected by applicable United Kingdom and International intellectual property and other laws.

You may not utilise any of the content (reproduce, copy, distribute, store or in any other fashion) without the written permission of the company.

4. Links to Wonky Woolies

You may provide a link to the homepage of our website providing this is legally done and is not damaging to our reputation or taking advantage of it. Any link must not be portrayed in such a way as to benefit from our reputation or suggestion any form of association or endorsement of our company where none exists. To find out more please contact us by email at: team@wonkywoolies.co.uk

5. Privacy Policy

Our Privacy Policy detailing how we use any information you provide us with can be found on the website under the tab 'Privacy Policy'. Your submission of any information for the purpose of purchasing goods on this website is treated as consent to the processing of this information as described therein. Furthermore, the accuracy of this information is your responsibility and we will take it that any data provided by you is accurate.

6. Terms of Sale

By placing an order you are agreeing to the Terms and Conditions expressed. All orders are subject to availability and confirmation of the order price. Dispatch times may vary and any estimates on delivery times are subject to any delays resulting from postal delays or force majeure for which we cannot be held responsible. Please see 'Delivery Charges' for further information.

When placing an order with us it is your responsibility to ensure all the details you provide are accurate/truthful and that you are the authorised user of the credit card or payment method and that there are sufficient funds with which to make payment for any order placed.

All quotes for Fully Customised Products have a validity of 3 weeks from the date of issue.

All prices exclude VAT.

A contract is formed between you and Wonky Woolies at the point where you receive confirmation of the order and payment has been made (commercial clients may have alternative terms agreed).

If we, for any reason, do not accept your order, no payment shall be taken under normal circumstances. In any event, any sums paid by you in relation to that order will be refunded within 14 calendar days.

7. Terms of Payment

Payments are to be made in full on orders prior to delivery.

We accept payment via BACS transfer or Paypal. Payments made by Paypal incur a 3.4% charge. Should you wish to make payment in the currency of your residence, please notify us prior to the order being submitted.

Commercial Contracts

Following repeat orders, and the establishment of a working relationship, alternative terms and conditions may be discussed. ALL initial sales must be paid for in full and up front.

We will exercise our statutory right to claim interest (at 8 per cent over the Bank of England base rate) and compensation for debt recovery costs under the Late Payment legislation if we are not paid according to our agreed credit terms.

8. Fully Customised Products

If you would like us to make you a fully customised product, please initially complete the custom enquiry form on our custom page of the website. Following this initial enquiry we will contact you to discuss your options. We will ask for clear instruction for us to follow and it is preferred that you provide us with a form of graphic to accompany your description. We will need you to state everything clearly from the colour of the hat, text and pom-pom to any other special details that you would like. We will then send you an e-mail quoting the price, postage, payment requirements along with a timescale for the completion of your order. Once you are happy with the design and payment has been received, we will knitting your hats.

It is your responsibility to ensure all the information, spelling and chosen colours are correct as custom made hats are non-refundable unless there is an error made by us.

Note: The colours on the website are a guide and we cannot guarantee an exact match unless you wish to order yarn samples which we can send out on a full shade card to you at a cost of £7.50 including postage. (Commercial contracts and bulk orders will be sent shade cards free of charge.)

9. Delivery

Shipping costs are not included unless requested. Please provide us with the exact delivery address including a contact name and number. A recorded service is always utilised, including insurance to protect your hats whilst they are on their way to you.

We can arrange shipping to any part of the world, please keep in mind any relative import tax.

Due to an increase in fraud, when arranging shipping for our goods, we will only use the services of a reputable global shipping company once full payment has been received from the customer. If you wish to use your own shipping company, Wonky Woolies will accept no responsibility for any monetary transactions to shipping companies. If you hold an account with an international shipping company, we will require the telephone number, account number and full delivery details in order to complete the shipping contract.

If you prefer to arrange your own shipping, please be aware that Wonky Woolies accept no responsibility once the goods have left our Head Office. We would advise using a reputable company and always include their full insurance option to cover the full value of your order.

As every product is handmade to order, we are unable to offer a next day delivery service. Should you require a product within 72 hours, please contact the office directly on 0141 221 8821.

If you are in Glasgow, we are happy for you to come and collect your hats, we can arrange a suitable time once an order has been placed.

UK Delivery:

Note: The following delivery options are for once the hats are knitted not from when they are ordered. We allow a maximum of 7 days manufacture time per hat.

Delivery for up to 3 hats:

- 1st Class recorded delivery (we will email you the number) - £4.45

Delivery for 4 - 6 hats:

- Royal Mail Special Delivery guaranteed by 1pm the next day; from the point of posting (with compensation up to £500 – We will email you the number) - £8.45

Delivery for 7 – 11 hats:

- Royal Mail Special Delivery guaranteed by 1pm the next day; from the point of posting (trackable with compensation up to £500 – We will email you the number) - £11

International Delivery:

Europe

Delivery options for 1 hat:

- 1st Class recorded delivery (we will email you the number) - £8.70

Delivery for up to 3 hats:

- 1st Class recorded delivery (we will email you the number) - £10.15

Delivery for 4 - 7 hats:

- Royal Mail recorded delivery (with compensation up to £500 – We will email you the number) - £13.05

Delivery for 8 – 11 hats:

- Royal Mail recorded delivery (with compensation up to £500 – We will

email you the number) - £18.85

Rest of World

Delivery for 1 hat:

- 1st Class recorded delivery (we will email you the number) - £10.05

Delivery for up to 3 hats:

- 1st Class recorded delivery (we will email you the number) - £12.90

Delivery for 4 - 7 hats:

- Royal Mail recorded delivery (with compensation up to £500 – We will email you the number) - £18.60

Delivery for 8 – 11 hats:

- Royal Mail recorded delivery (with compensation up to £500 – We will email you the number) - £30.00

All prices accurate from the Post Office website as of 21 October 2014.

Please contact us on 0141 221 8821 or team@wonkywoolies.co.uk for a quote on any orders larger than those stated above.

10. Cancellation of Order & Refunds

All customers based in the European Union (Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (UK) have a statutory 'cooling off period' of 14 days. The contract is formed at the point of you placing an order and our confirmation of the order. The period of 14 days starts at this point. Should you change your mind you must notify us immediately on 0141 221 8821 or team@wonkywoolies.co.uk.

Cancellations are subject to the conditions as noted below:

You may only cancel an order prior to it being collected for delivery. Any orders collected for delivery wishing to be cancelled will fall under the 'Returns Policy' as noted below whereby you will incur the cost of both delivery and return.

Refunds will be paid no later than 14 days from the date of notification of cancellation.

Note: Fully Customised Products may not be cancelled once production has commenced. – See point 8.

11. Returns Policy

a. Stock Products

14 day return

b. Personalised Products and Fully Customised Products

Given the unique nature of these products, we cannot accept returns unless within the cancellation policy as detailed within these Terms and Conditions.

When contacting us please provide the following information:

- Your name
- Order Number

- Reasons for dissatisfaction of the goods

Should an item be faulty or you are unhappy for any reason, please contact us on 0141 221 8821 or team@wonkywoolies.co.uk within 14 days to allow us to attempt to resolve the problem.

12. Privacy Policy

Our Privacy Policy detailing how we use any information you provide us with can be found on the website under the tab 'Privacy Policy'. Your submission of any information for the purpose of purchasing goods on this website is treated as consent to the processing of this information as described therein. Furthermore, the accuracy of this information is your responsibility and we will take it that any data provided by you is accurate.

13. Complaints

We operate a complaints procedure to resolve disputes. Please contact us should you have any queries, complaints or comments on 0141 221 8821 or team@wonkywoolies.co.uk.

14. Governing Law & Jurisdiction

These Terms and Conditions are to be constructed in accordance with the laws of Scotland and in the event of any dispute or claim associated with these Terms and Conditions, that dispute or claim shall be subject to the exclusive jurisdiction of the Scottish courts.

15. Entire Agreement

These Terms and Conditions of business supersede any previous versions and apply to all present and future projects unless otherwise agreed in writing. Wonky Woolies reserves the right to change or modify these terms at any stage with immediate effect. By agreeing to these terms, your statutory rights are not affected.

These Terms and Conditions are not concrete and changes to Terms and Conditions may be varied by written agreement of both parties.