

# Our terms

**serve happy**<sup>®</sup>

A trading name of Big Helping Ltd.  
3 Copenhagen Street, Worcester WR1 2HB  
Tel. +44 (0)1905 29890  
**servehappy.co.uk**

Big Helping Ltd. Registered company in England & Wales No.7137665

## **1. These terms**

- 1.1 What these terms cover. These are the terms and conditions on which we supply our products 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 please contact us to discuss.

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

- 2.1 Who we are. We are Big H985619464elping Limited trading as Serve Happy, a company registered in England and Wales. Our company registration number is 07137665 and our address is 2nd Floor, Marmion House, 3 Copenhagen Street, Worcester, WR1 2HB. Our registered VAT number is 985619464.
- 2.2 How to contact us. You can contact us by telephoning our customer service team at 01905 29890 or by writing to us at [info@servehappy.co.uk](mailto:info@servehappy.co.uk).
- 2.3 How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

## **3. Our contract with you**

- 3.1 How we will accept your order. Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.
- 3.2 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.
- 3.3 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 addresses outside the UK.

## **4. Our products**

- 4.1 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.
- 4.2 Bespoke products. If you would like to make your product that little bit more special by adding personalised graphics, please contact Tim or George on 01905 29890 or emailing us on [info@servehappy.co.uk](mailto:info@servehappy.co.uk). Please be aware that if your product is clearly personalised you will not be able to exercise your right to cancel your order in accordance with clause 8.1(c).

**5. 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. 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 8 - Your rights to end the contract).

**6. Our rights to make changes**

- 6.1 Minor changes to the products. We may change the product:
- (a) to reflect changes in relevant laws and regulatory requirements such as using a different grade of materials; and
  - (b) to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the product.

**7. Providing the products**

- 7.1 Free Delivery. The cost of delivering your product is included within the price where delivery is within mainland UK, unless you are in the Scottish highlands and islands. If so, please contact us on [info@servehappy.co.uk](mailto:info@servehappy.co.uk) for a quote for delivery charges.
- 7.2 When we will provide the products. During the order process we will let you know when we will provide the products to you.
- 7.3 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.
- 7.4 You must be at home when the product is delivered. Our two man "white glove" delivery service will ensure that the product is delivered safely. You will be required to sign a confirmation that the product has been delivered in good condition. Our team will fully assemble, in a position of your choice, inside or outside (dimensions and doorways permitting), your table and any accessories and remove any unwanted packaging.
- 7.5 Access for delivery. If your table needs to go through a doorway or up or down stairs via stairwells or lifts, please carefully check the table's measurements and the measurements of the access way. If you are not sure if the product will fit please call Tim or George as soon as possible to discuss your concerns on 01905 29890 or email us on [info@servehappy.co.uk](mailto:info@servehappy.co.uk).
- 7.6 If you are not at home for delivery. If you are not at home when we deliver the product as arranged, 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 we may end the contract.

- 7.7 When you become responsible for the product. The product will be your responsibility from the time that you sign the confirmation that the product has been delivered and assembled in good condition.
- 7.8 When you own the product. You own the product once we have received payment in full.
- 7.9 What will happen if you do not give required information to us. We may need certain information from you so that we can supply the products to you, for example, details of the final placement of the product and access to that place or any personalised graphics . We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
- 7.10 Reasons we may suspend the supply of products to you. We may have to suspend the supply of a product to:
  - (a) deal with technical problems or make minor technical changes; and
  - (b) update the product to reflect changes in relevant laws and regulatory requirements.

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

- 8.1 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:
  - (a) If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), see clause 10;
  - (b) If you want to end the contract because of something we have done or have told you we are going to do, see clause 8.2;
  - (c) If you have just changed your mind about the product, see clauses 8.3 and 8.4. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and because of the nature of the products, we will have to collect them from you, the costs of which you must bear .
- 8.2 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 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:
  - (a) 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; or
  - (b) you have a legal right to end the contract because of something we have done wrong.

- 8.3 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.
- 8.4 Exceptions to the right in clause 8.3. You will not be entitled to exercise the right to change your mind within 14 days and receive a refund if:
- (a) you are purchasing the product for a purpose which is within your trade, business, craft or profession; or
  - (b) the product has been clearly personalised for you.
- 8.5 How long do I have to change my mind? You have 14 days after the day you receive the products, unless your products are split into several deliveries over different days. In this case you have until 14 days after the day you receive the last delivery to change your mind about the goods.

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

- 9.1 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 01905 29890 or email us at info@servehappy.co.uk. Please provide your name, home address, details of the order and, where available, your phone number and email address.
  - (b) Online. Complete the form at [LINK TO MODEL CANCELLATION FORM ATTACHED AS SCHEDULE 1].
  - (c) By post. Print off the form at [LINK TO MODEL CANCELLATION FORM ATTACHED AS SCHEDULE 1] and post it to us at the address on the form. Or simply write to us at that address, including details of what you bought, when you ordered or received it and your name and address.
- 9.2 Collecting 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 allow us to collect them from you as soon as possible and in any event within 14 days of you ending the contract. Please call customer services on 01905 29890 or email us at info@servehappy.co.uk to arrange collection.
- 9.3 When we will pay the costs of collection. We will pay the costs of collecting the products if the products are faulty or misdescribed. In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of our collection of the products.
- 9.4 What we charge for collection. If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection as set out on your order form.
- 9.5 How we will refund you. We will refund you the price you paid for the products by the method you used for payment. We may, however, make deductions from the price, as described below.
- 9.6 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 reduce your refund of the

price 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.

- 9.7 When your refund will be made. We will make any refunds due to you within 14 days of your telling us you have changed your mind.

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

- 10.1 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 01905 29890 or write to us at [info@servehappy.co.uk](mailto:info@servehappy.co.uk).
- 10.2 Summary of your legal rights. We are under a legal duty to supply products that are in conformity with this contract.
- 10.3 Your obligation to allow us to collect rejected products. If you wish to exercise your legal rights to reject products you must allow us to collect them from you. Please call customer services on 01905 29890 or email us at [info@servehappy.co.uk](mailto:info@servehappy.co.uk) to arrange collection.

## **11. Price and payment**

- 11.1 Where to find the price for the product. The price of the product (which includes VAT) will be the price indicated on the order form when you placed your order. We use our best efforts to ensure that the price of the product advised to you is correct. However please see clause 11.3 for what happens if we discover an error in the price of the product you order.
- 11.2 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 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.
- 11.3 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 to you, we will contact you for your instructions before we accept your order.
- 11.4 When you must pay and how you must pay. We accept payment by bank transfer to the account details set out in the order form. You must pay for the products before we dispatch them.
- 11.5 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 5% 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.

**12. Our responsibility for loss or damage suffered by you**

- 12.1 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.
- 12.2 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 10.2.
- 12.3 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.
- 12.4 We are not liable for business losses. We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

**13. How we may use your personal information**

- 13.1 How we may use your personal information. We will only use your personal information as set out in our [\[LINK TO PRIVACY POLICY\]](#).
- 14. Other important terms
  - 14.1 Intellectual property. You acknowledge that we own all intellectual property rights in the products and that you shall not acquire any rights in respect of these other than to allow you to use the product.
  - 14.2 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 one month of us telling you about it and we will refund you any payments you have made in advance for products not provided.
  - 14.3 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. We may not agree if that person is not situated within mainland UK.
  - 14.4 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.
  - 14.5 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.

- 14.6 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.
- 14.7 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.

**Schedule 1**  
**Model Cancellation Form**

(Complete and return this form only if you wish to withdraw from the contract)

To. Serve Happy, Big Helping, Marmion House, 3 Copenhagen Street, Worcester WR1 2HB  
T. 01905 29890

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale of the following goods [\*/for the supply of the following service [\*,

Ordered on [\*/received on [\*,

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[\*] Delete as appropriate

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