



Terms and conditions

Please note that these terms and conditions cover www.heathandheather.co.uk with inclusion of the Typhoo online shopping service provided within.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE CONTINUING TO USE THESE WEBSITES. THE TERMS AND CONDITIONS REGULATE YOUR USE OF THE SITES AND ALL MATERIAL WITHIN IT.

THESE TERMS AND CONDITIONS DO NOT AFFECT YOUR STATUTORY RIGHTS AS A CONSUMER.

Your order via this website constitutes an OFFER, which can then be accepted by Typhoo Tea Limited ('Typhoo'), by the dispatch of goods ordered.

1) Typhoo reserves the right to suspend, modify or amend the Typhoo shop website (or any part thereof) at any time.

2) You have the right to cancel your order for any reason, by giving us notice of cancellation at any time within 8 working days from the date of you receiving your order. If you wish to cancel your order, please e-mail your cancellation to us at tea.shop@typhoo.com. You will be refunded any amount you have been charged within 30 days of cancellation. However, in the event the goods have been delivered or dispatched to you prior to cancellation, you must return the goods to us, and pay the costs of shipping.

Any goods returned must be received by us in the same condition and, as far as possible, in the same packaging as when they were delivered to you.

3) OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

The copyright, trade marks and all other intellectual property rights in or relating to Typhoo are and shall remain the property of Typhoo or, in the case of third party content, its licensors. You shall not alter or remove any copyright symbol or any other identification or information concerning the authorship or ownership of any of the data belonging to Typhoo.

4) Links on this website may lead to other websites. Typhoo accepts no responsibility for the content, accuracy or function of such websites nor does Typhoo endorse the contents of such sites.



5) GOVERNING LAW AND DISPUTES

These terms and conditions and all sales via the Internet shall be governed by and construed in accordance with English Law and all parties submit to the exclusive jurisdiction of the English courts.

6) Typhoo reserves the right to refuse delivery of goods to countries outside of those specified in the website.

7) Delivery times are 10 to 28 days for UK or 28 days for outside UK deliveries. Typhoo will use all reasonable endeavours to ensure these times are met.

8) Typhoo reserves the right to remove from or add to the Internet site, any items offered for sale.

9) You may choose to provide Typhoo with information about yourself in the course of using our websites. By doing so, you expressly consent to Typhoo using this data for the purposes specified in the website. We recommend that you first read our privacy statement below, before submitting personal data.

Privacy Statement

We are committed to protecting your privacy. We will only use the information that we collect about you lawfully (in accordance with the Data Protection Act 1998).

We collect information about you for 3 reasons:

- To process any order that you place with us (via the Typhoo Shop).
- To enable us to supply you with any other information or offers shown on our websites that you specifically opt into
- To provide you with the best possible service.

We will not e-mail or mail you in the future unless you have given us your prior consent.

We will always give you the opportunity to refuse any marketing email or mail from us in the future. If you wish to be removed from our mailing list, please email us at consumer.relations@typhoo.com or mail us at the address shown at the bottom of this Privacy Statement. It would be helpful if you could provide us with your name and address so that we can process your request as quickly as possible.



The type of information we will collect about you includes:

- your name
- address
- phone number
- email address

We will never collect sensitive information about you without your explicit consent.

The information we hold will be accurate and up to date. We do not sell, rent or otherwise make available any personal data submitted by visitors to our site to any third parties

Children and young people under 16 are advised to get permission from their parent or guardian before they submit personal data to the Heath & Heather web site.

Links from this site may take you to sites not covered by our Privacy Policy. We recommend you check their privacy policies yourself before submitting any personal information.

The personal information which we hold will be held securely in accordance with our internal security policy and the law.

General Terms and Conditions

Typhoo is not responsible for applications that are lost or delayed in any part of the processing up until the receipt at its handling house.

Any number of items may be ordered per application.

Typhoo reserves the right to refuse applications, which have been altered or amended.

Please ensure that your payment is in Pounds Sterling and is for the correct amount - if not, your application will be rejected.

Payment can only be made by credit card (Visa or Mastercard) or debit card (Maestro).

All prices are inclusive of postage & packing.

Note for items dispatched overseas Typhoo is not responsible for the payment of any Import Duty or Customs charges for the products ordered via this website. A charge may be payable by you at the point of delivery.

Please make a note of items ordered and date of order in case of query.



All goods offered are subject to availability.

Typhoo reserves the right to change the prices of any products offered for sale via the online service without prior notice.

For delivery, please allow 10 to 28 days for UK or 28 days for outside UK deliveries. Typhoo shall not be responsible for dispatched items delayed in the post.

The items shown in this website are a fair representation of the actual items, although minor details and colour may vary.

Security statement

Due to the additional charges and resource that may be incurred by Typhoo Tea Limited when processing orders paid for via cheque, we may not be able to offer as competitive rate in comparison to those received via our online shopping facility. For the most competitive rates we recommend placing your order online and paying via our secure PayPal Service.

LIMITATION OF LIABILITY AND INDEMNIFICATION

TYPHOO TEA LIMITED SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF BUSINESS OR BUSINESS OPPORTUNITY, LOSS OF USE, ETC., EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TYPHOO TEA LIMITED SHALL NOT BE LIABLE FOR ANY DIRECT OR ACTUAL DAMAGES, EXCEPT TO THE EXTENT SPECIFIED IN A WRITTEN OR ELECTRONIC AGREEMENT ENTERED INTO BETWEEN TYPHOO TEA LIMITED AND ITS CUSTOMER. OTHER LIMITATIONS OF LIABILITY ARE INCLUDED HERE BY REFERENCE INCLUDING THE TERMS OF USE AND PRIVACY POLICY OF TYPHOO TEA LIMITED WEB SITES.

TYPHOO TEA LIMITED MAKES NO WARRANTIES OR REPRESENTATIONS HEREIN, EITHER EXPRESS OR IMPLIED, CONCERNING THE NETWORK, AND EXPRESSLY DISCLAIMS WARRANTIES OF FITNESS FOR A PARTICULAR USE OR PURPOSE, THE WARRANTY OF MERCHANTABILITY AND ANY OTHER WARRANTY IMPLIED BY LAW.

You agree to indemnify, defend, and hold Typhoo Tea Limited, its subsidiaries, affiliates, officers, directors, employees, agents, licensors, consultants, suppliers, and any third-party Web site providers harmless from and against all claims, demands, actions, liabilities, losses, expenses, damages, and costs, including actual attorneys' fees, misuse or abuse of the Services, or your infringement, or infringement by any other user of your account, of any intellectual property or other right of any person or entity. You will cooperate as fully as reasonably required in Typhoo Tea Limited's defence of any claim in this regard. Typhoo Tea Limited reserves the right, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you and you



shall not in any event settle any matter without the written consent of Typhoo Tea Limited. You agree immediately to notify Typhoo Tea Limited of any unauthorised use of your account or any other breach of security known to you.

COMPLAINTS AND CONTACT INFORMATION FOR CUSTOMERS

Sites experiencing live attacks from Heath & Heather's website or its customers should call into our Customer Care Centre on 0800 633 5650 to submit a complaint as quickly as possible. Describe the urgency of the situation should you need immediate attention.

If you have a complaint

Complaints can be a useful source of information about how others see us, and how we are serving our consumers. We have an established procedure for monitoring and dealing with complaints, which ensures that we respond positively to our consumers' needs.

If you feel you have a complaint please contact us at:

Telephone: 0800 633 5650

(Opening hours are 9.30am - 5pm Monday - Friday UK time). Please note all calls to these numbers are free when dialling from within the UK (excluding calls made from mobile phones).

E Mail: consumer.relations@typhoo.com

Mail: Consumer Relations, Heath & Heather, Pasture Road, Moreton, Wirral, Merseyside, CH46 8XF, United Kingdom.