

EAST™ Cards Terms and Conditions

INTRODUCTION

What these terms cover. These are the terms and conditions of sale which apply to any order for EAST card packs (the “**products**”) that you place with us via email **Are you a business customer or a consumer?** In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:

you are an individual; and/or

you are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

Provisions specific to consumers only are in red and those specific to businesses only are in blue.

If you are a business customer this is our entire agreement with you. If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

INFORMATION ABOUT US AND HOW TO CONTACT US

Who we are. References in these terms to “us”, “we” or “our” are references to **BEHAVIOURAL INSIGHTS LTD** a company registered in England and Wales under company number 08567792. Our registered office is at 2nd floor, 4 Matthew Parker Street, London, England, SW1H 9NP and our registered VAT number in the United Kingdom is 240 547 425.

How to contact us. You can contact us by writing to us at EAST@bi.team or Behavioural Insights Team, 4 Matthew Parker Street, London SW1H 9NP.

OUR CONTRACT WITH YOU

How we will accept your order. Your order is an offer to us to purchase the products in your order form and all orders are subject to acceptance by us. When you place an order, if we accept the order, we will send you an invoice with information on how to make payment for the products you have ordered. Once payment has been made we will send you an email confirming receipt of your order and the details of your order. We will also send a confirmation email when your order has been despatched for delivery.

If we cannot accept your order. We are under no obligation to accept any order placed with us. If we are unable to accept your order, we will inform you of this and will not charge you for the products.

OUR PRODUCTS

Use of the products. In purchasing the products, you have the right to use them as set out in this clause 0.

Intellectual property in the products. The intellectual property contained in the products belongs to us. No intellectual property in the products is being transferred to you.

Prohibited uses of the products. You must not reproduce, copy, publish, rent, translate or alter the products without our prior written consent. You must also not alter or damage the product packaging, repackage or resell the product.

Use of the products by a consumer. Any products purchased from us are for your personal and private use only. If you purchase the products as an individual consumer but intend to use them within a business (for example, in your role as a sole trader, contractor, consultant, employee or director or otherwise of a business), you will be subject to the terms of clause 4.5 below.

Use of the products by a business. Any products purchased from us are for non-commercial use only. Non-commercial use means use which is not undertaken for commercial gain or profit or intended to produce works, goods or services for commercial use. Examples of non-commercial and acceptable use would include but are not limited to: (a) academic research; (b) internal training programmes for employees and staff; (c) education for school, college and university students.

For the avoidance of doubt, use of the products in presentations, workshops or seminars which attendees have to pay to attend or which are being delivered to clients and/or potential clients is not permissible without permission from Behavioural Insights Limited.

If in doubt whether your proposed use of the products is permissible in either a consumer or business capacity, please contact Behavioural Insights Ltd by email at EAST@bi.team. If your proposed use is not permissible (i.e. because it is deemed to be commercial use), you must request permission to use the products for the purposes you require. In such circumstances, Behavioural Insights Ltd retains the right at its sole discretion to request you sign up to a licence and pay a licence fee.

Results from the products. We do not guarantee that use of the products will produce any given outcome or have any particular effect. We are not responsible for any outcomes from the products or actions you make take when using the products, whether these were foreseeable or not.

PROVIDING THE PRODUCTS

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

When we will provide the products. Provided we have the relevant products in stock, we will dispatch the products to you as soon as reasonably possible following receipt of payment and in any event within 14 days after the day on which payment is received. All delivery dates and times are estimates only.

When you become responsible for the goods. Risk and title in the products passes to you when we pass the products to our nominated carrier for delivery to the address you gave us.

YOUR RIGHTS TO END THE CONTRACT

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 at (a) to (c) below the contract will end immediately and we will refund you in full for any products which have not been provided. 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;
- (b) there is a risk that supply of the products may be significantly delayed because of events outside our control;
- (c) you have a legal right to end the contract because of something we have done wrong.

Exercising your right to change your mind if you are a consumer. If you are a consumer then (in accordance with clause 6.3) you have the right to change your mind within 14 days without giving a reason and receive a refund. **This right to change your mind does not apply in the case of personalised products ordered by you.**

How long do consumers have to change their minds? The right to change your mind will expire:

- (a) 14 days after the day you (or someone you nominate other than the carrier and notified to us) receives the products; or
- (b) if your products are split into several deliveries over different days, 14 days after the day you (or someone you nominate other than the carrier and notified to us) receive the last delivery.

HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU ARE A CONSUMER WHO HAS CHANGED THEIR MIND)

Tell us you want to end the contract. To end the contract with us, please let us know by emailing us at EAST@bi.team. Please provide your name, address, details of the order and, where available, your phone number and email address.

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 return them to us. You must post the products back to us at 2nd floor, 4 Matthew Parker Street, London, England, SW1H 9NP. If you are a consumer 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.

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

- (a) if the products are faulty or misdescribed; or
- (b) if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description 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 a consumer exercising your right to change your mind) you must pay the costs of return.

How we will refund you. If you are entitled to a refund under these terms we will refund you the price you paid for the products including delivery costs, by the method you used for payment.

When your refund will be made. We will make any refunds due to you without undue delay. **If you are a consumer exercising your right to change your mind then:**

- (a) 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 satisfactory evidence that you have sent the product back to us. For information about how to return a product to us, see clause 0.
- (b) In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

OUR RIGHTS TO WITHDRAW THE PRODUCTS

We may withdraw the products. We may write to you to let you know that we are going to stop providing the products. We will let you know at least 7 days in advance of our stopping the supply of the products and will refund any sums you have paid in advance for products which will not be provided.

IF THERE IS A PROBLEM WITH THE PRODUCTS

How to tell us about problems. If you have any questions or complaints about the products, please contact us. You can write to us at EAST EAST@bi.team or 2nd floor, 4 Matthew Parker Street, London, England, SW1H 9NP.

YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A CONSUMER

If you are a consumer, please see the box below for a summary of your key legal rights in relation to the products. 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 or call 03454 04 05 06.

As the products are **goods**, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

- **up to 30 days:** if your goods are faulty, then you can get an immediate refund.
- **up to six months:** if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- **up to six years:** if your goods do not last a reasonable length of time you may be entitled to some money back.

See also clause 0.

Your obligation to return rejected products. If you wish to exercise your legal rights to reject products that are defective you must post them back to us. We will pay the reasonable costs of postage or collection.

PRICE AND PAYMENT

Where to find the price for the product. All prices on the website are in Pounds (£) sterling and exclude any applicable VAT (which includes any other sales tax) and delivery charges.

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.

When you must pay and how you must pay. Please see clause 3.1 above regarding procedure for payment. If you think an invoice is wrong please contact us promptly to let us know.

OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER

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. 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 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 0 and for defective products under the Consumer Protection Act 1987

OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A BUSINESS

Nothing in these terms shall limit or exclude our liability for:

death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);

fraud or fraudulent misrepresentation;

breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;

defective products under the Consumer Protection Act 1987; or

any matter in respect of which it would be unlawful for us to exclude or restrict liability.

Except to the extent expressly stated in clause **Error! Reference source not found.** all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

Subject to clause 0:

we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and

our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to [the total sums paid by you for the products].

HOW WE MAY USE YOUR PERSONAL INFORMATION

How we will use your personal information. We will store and use the personal information you provide to us in accordance with our privacy policy, as amended from time to time:

OTHER IMPORTANT TERMS

You cannot transfer your rights to someone else. You may not transfer your rights or your obligations under these terms to another person.

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 if you are a consumer. 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.

Which laws apply to this contract and where you may bring legal proceedings if you are a business. If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.