

SUPPLY OF GOODS TERMS AND CONDITIONS

1. THESE TERMS

These are the terms and conditions on which Sellers supply Products to you via Melted Inside.

Please read these terms carefully before you submit your order. These terms tell you how Sellers will provide products to you, how you and the Seller may change or end the contract, what to do if there is a problem and other important information.

2. INFORMATION ABOUT THE SELLER AND HOW TO CONTACT THEM

Details of the Seller in relation to each Product are available on the applicable Product detail page.

You can contact the Seller by using the message board on Melted Inside or via email to Melted Inside.

If the Seller has to contact you they will do so by using the message board on Melted Inside. If the courier company the Seller has chosen to use has to contact you, the message will be forwarded to the email address or postal address you provided to the Seller in your order.

When these terms use the words "writing" or "written", this includes emails.

3. THE SELLER'S CONTRACT WITH YOU

The Seller's acceptance of your order will take place when they message you to accept it via Melted Inside, at which point a contract will come into existence between you and the Seller.

If the Seller is unable to accept your order, they will inform you of this in writing and will not charge you for the Product. This might be because the Product is out of stock, because of unexpected limits on the Seller's resources which they could not reasonably plan for, or because the Seller has identified an error or a change in the price or description of the Product.

Melted Inside will assign an order number to your order and tell you what it is when the Seller accepts your order. It will help both Melted Inside and the Seller if you can provide the order number whenever you contact them about your order.

At this time Melted Inside is solely for the promotion of Sellers' products in the UK. Unfortunately, Sellers do not deliver to addresses outside the UK.

4. THE SELLERS' PRODUCTS

The images of the products on Melted Inside are for illustrative purposes only. Although Sellers have made every effort to display the colours accurately, they 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. Although Sellers have made every effort to be as accurate as possible, because many of our Sellers' products are handmade, all sizes, weights, capacities, dimensions and measurements indicated on Melted Inside have a 5% tolerance.

The packaging of the Product may vary from that shown in images on Melted Inside.

5. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the Product you have ordered please contact the Seller via the Melted Inside message board. The Seller will let you know if the change is possible. If it is possible the Seller 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 the Seller 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. THE SELLER'S RIGHTS TO MAKE CHANGES

The Seller may change the Product:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor adjustments and improvements. These changes will not affect your use of the Product.

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7. DELIVERY & COLLECTION

The costs of delivery will be as displayed to you on Melted Inside at the time of purchase. The Seller reserves the right to amend delivery fees at any time by notifying you. Your rights in the event the delivery fees are amended are set out in clause 8.

If you have chosen to have the Products delivered, during the order process the Seller, and their chosen courier, will contact you with an estimated delivery date, which will be within 7 days after the day on which the Seller accepts your order.

The Seller is not responsible for delays outside the Seller's control. If the Seller's supply of any Product is delayed by an event outside its control then they will contact you as soon as possible to let you know and they will take steps to minimise the effect of the delay. Provided the Seller does this they will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact the Seller to end the contract and receive a refund for any products you have paid for but not received.

If you have asked to collect the Products, this must be from an agreed location, on the agreed date, within the agreed time period. If you do not collect the Products, they will be returned to the Seller, and you will be charged the courier's fee for such return. The Seller will contact you to arrange an alternative collection or delivery.

If no one is available at your address to take delivery and the products cannot be posted through your letterbox, the Seller and its courier will leave you a note informing you of how to rearrange delivery, collect the Products from the Seller, or collect the Products from a local depot.

If you do not collect the Products from the Seller as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them the Seller will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite the Seller's reasonable efforts, the Seller is unable to contact you or re-arrange delivery or collection the Seller may end the contract and clause 8 will apply.

You have legal rights if the Seller delivers any goods late. If the Seller misses the delivery deadline for any goods then you may treat the contract as at an end straight away if any of the following apply:

- (a) the Seller has refused to deliver the goods;
- (b) delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
- (c) you told the Seller before they accepted your order that delivery within the delivery deadline was essential.

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 clause (a) and (c) above you can give the Seller a new deadline for delivery, which must be reasonable, and you can treat the contract as at an end if the Seller does not meet the new deadline.

If you do choose to treat the contract as at an end for late delivery, you can cancel your order for any of the goods or reject goods that have been delivered. If you wish, you can reject or cancel the order for some of those goods (not all of them), unless splitting them up would significantly reduce their value. After that the Seller will refund any sums you have paid to the Seller for the cancelled goods and their delivery. If the goods have been delivered to you, you must either return them in person to where you bought them, post them back to the Seller or (if they are not suitable for posting) allow the Seller to collect them from you. The Seller will pay the costs of postage or collection. Please email the Seller vis Melted Inside at letusknow@meltedinside.com for a return label or to arrange collection.

You will become the owner of the Products you have ordered when you collect them or they are delivered to you. Once you have collected the Products or the Products have been delivered to you, they will be held at your own risk and the Seller will not be liable for their loss or destruction.

You own a Product once the Seller has received payment in full.

8. YOUR RIGHTS TO END THE CONTRACT

Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, and when you decide to end the contract.

You have a right to a refund in the event that, on delivery or collection:

- (a) the Product is not of satisfactory quality;

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- (b) the Product is not fit for the particular purpose it was supplied for; or
- (c) the Product does not match the description,

provided that you notify the Seller within 30 days or, if the Product can reasonably be expected to perish in a period shorter than 30 days, then within that shorter period. The Seller may require you to provide reasonable evidence of the condition of the Product and, where reasonably practicable, to return the Product to the Seller.

You also have a right to a refund if the Seller has not provided the Product and:

- (a) the Seller has told you of a material change to the Product;
- (b) the Seller has told you of an error in the price or description of the Product;
- (c) there is a significant delay to the supply of the Product;
- (d) the Seller has told you of an increase to the delivery price,

and you do not wish to proceed. You do not have this right once the Product has been delivered or collected.

In certain circumstances you have a statutory right to change your mind within 14 days and receive a refund. You do not have a right to change your mind in respect of:

- (a) perishable and other items that deteriorate rapidly or have reached their use by dates, such as fresh food and flowers;
- (d) products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them; and
- (e) any products which become mixed inseparably with other items after their delivery.

You have 14 days after the day you (or someone you nominate) receives the goods, unless your goods are split into several deliveries over different days. In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery to change your mind about the goods.

If you wish to exercise your right to change your mind in relation to a Product, then you must notify the Seller via Melted Inside and, where applicable, you shall return the Product to the Seller. Once the Seller is notified and, where applicable, the Product has been returned, then the refund will be processed within 14 days. If you are returning the Product, it must be returned unopened and in its original packaging. Any Product that has been opened or unsealed cannot be returned for reasons of health protection and hygiene.

The Seller will pay the costs of return unless you are exercising your right to change your mind, in the event of which you shall pay the costs of return.

You will be refunded the price you paid for the Product including delivery costs, by the method you used for payment. However, deductions may be made from the price, as described below.

9. THE SELLER'S RIGHTS TO END THE CONTRACT

The Seller may end the contract for a product at any time by writing to you if:

- (a) you do not, within a reasonable time of them asking for it, provide the Seller with information that is necessary for them to provide the Products; or
- (b) you do not, within a reasonable time, allow them to deliver the Products to you or collect them from the agreed location.

If the Seller ends the contract in the situations set out above, you will be refunded any money you have paid in advance for Products the Seller has not provided but reasonable compensation may be deducted or charged for the net costs they will incur as a result of your breaking the contract.

10. IF THERE IS A PROBLEM WITH THE PRODUCT

If you have any questions or complaints about the Product, please contact the Seller via the Message page on the Product.

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The Seller is 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 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 lifespan of your product your legal rights entitle you to the following:

- a) Up to 30 days: if your goods are faulty, then you can get an immediate refund.
- b) Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- c) 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 8.

Please email us on letusknow@meltedinside.com or use the message board on the Seller's page on meltedinside.com

11. PRICE AND PAYMENT

The price of the Product (which includes VAT) will be the price indicated on the order pages when you placed your order. The Seller takes all reasonable care to ensure that the price of the Product advised to you is correct. However please see clause 12 for what happens if the Seller discovers an error in the price of the product you order.

If the rate of VAT changes between your order date and the date the Seller supplies the Product, they 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.

It is always possible that, despite the Seller's best efforts, some of the products they sell may be incorrectly priced. They will normally check prices before accepting your order so that, where the Product's correct price at your order date is less than their stated price at your order date, the Seller will charge the lower amount. If the Product's correct price at your order date is higher than the price stated to you, the Seller will contact you for your instructions before they accept your order. If they accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, the Seller may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

The Seller accepts payment via credit, debit or charge card, as well as via Paypal and any other payment processor listed. The credit, debit and charge cards accepted are those listed on Melted Inside on the date on which your order is placed. The Seller also accepts payment by MELTS loyalty points. No other vouchers or coupons will be accepted towards payment of an order. You cannot pay for your order by cash or cheque. You must pay for the Products before the Seller dispatches them.

12. THE SELLER'S RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

If the Seller fails to comply with these terms, they are responsible for loss or damage you suffer that is a foreseeable result of them breaking this contract or their failing to use reasonable care and skill, but they 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 you and the Seller knew it might happen, for example, if you discussed it with them during the sales process.

This includes liability for death or personal injury caused by their negligence or the negligence of their employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Products as summarised at clause 11.

The Seller only supplies the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose the Seller will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13. HOW THE SELLER MAY USE YOUR PERSONAL INFORMATION

The Seller will only use your personal information as set out in the privacy notice below.

14. OTHER IMPORTANT TERMS

The Seller may transfer their rights and obligations under these terms to another organisation. They will always tell you in writing if this happens and will ensure that the transfer will not affect your rights under the contract.

This contract is between you and the Seller. No other person shall have any rights to enforce any of its terms. Neither you nor the Seller will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

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.

If the Seller does not insist immediately that you do anything you are required to do under these terms, or if they 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 them taking steps against you at a later date.

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.

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SELLER PRIVACY NOTICE

This privacy notice provides information on how Sellers collect and process your personal data when you use Melted Inside.

Each Seller is an independent data controller and responsible for your personal data. Details of the Seller in relation to each Product are available on the applicable Product detail page.

The data Sellers collect about you

Each Seller may collect, use, store and transfer different kinds of personal data about you as follows:

Identity Data – first name, last name, username or similar identifier, marital status, title, date of birth and gender

Contact Data – billing address, delivery address, email address and telephone number(s)

Financial Data – bank account and payment card details

Transaction Data – details about payments to and from you and other details of Products you have purchased from the Seller

Profile Data – purchases or orders made by you, your interests, preferences, feedback and survey responses

Communication Data – information included in any communications between you and the Seller

How Sellers use your personal data

Sellers will only collect personal data about you in direct interactions either with Melted Inside or directly with the Seller. This includes personal data you provide when you register with Melted Inside, when you purchase the Seller's Products and when you communicate with the Seller.

Sellers will only use your personal data for the purpose for which they collected it, which include the following:

- To process and deliver your order
- To manage the Seller's relationship with you via Melted Inside
- To improve the Seller's Products, marketing or customer relationships

Lawful bases for processing

Seller's purpose	Type of data	Lawful basis for processing
To process and deliver your order, including managing payments, fees and charges	Identity Contact Financial Transaction Communication	Performance of a contract with you
To manage the Seller's relationship with you via Melted Inside	Identity Contact Profile	Performance of a contract with you Necessary to comply with a legal obligation Necessary for the Seller's legitimate interests (to keep their records updated and study how customers use their products)
To improve the Seller's products, marketing or customer relationships	Identity Contact Profile	Necessary for the Seller's legitimate interests (for running their business and study how customers use their products, to develop them and grow their business)

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Third party transfers – The Seller may share your personal data with its group companies, with couriers and other suppliers required to provide you with the Products, and third parties to whom they may choose to sell, transfer or merge parts of their business or their assets.

Sellers require all third parties to respect the security of your personal data and to treat it in accordance with the law. Third party service providers are not allowed to use your personal data for their own purposes.

International transfers – Sellers may transfer, store and process your personal data outside the United Kingdom or European Economic Area. Where this may occur, Sellers ensure a similar degree of protection is afforded to it by ensuring that appropriate legal safeguards are in place (for example specific contracts approved by the European Commission).

Retention – The Seller shall only retain your personal data for as long as reasonably necessary to fulfil the purposes they collected it for, including for the purposes of satisfying any legal, regulatory, tax, accounting or reporting requirements. The Seller may retain your personal data for a longer period in the event of a complaint or if they reasonably believe there is a prospect of litigation in respect of their relationship with you.

Your rights – Under certain circumstances, you have rights under data protection laws in relation to your personal data including the right to receive a copy of the personal data Sellers hold about you and the right to make a complaint at any time to the Information Commissioner's Office, the UK supervisory authority for data protection issues (www.ico.org.uk).