# **Terms & Conditions**

Thanks for visiting Ice supply. We'll do all we can to ensure you have an enjoyable shopping experience, and that you are completely happy with your Dry Ice Products.

Now for the legal bit...

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## 1. Introduction

These terms and conditions (the "Terms") set out your rights and obligations, and those of All about ice Group ("we" or "us"), in relation to this website www.icesupply.co.uk (the "Website"), any Dry Ice application that you access (the "App") and any products, services and material of any kind available through the Site, the App or us (the "Services").

We are a company registered in England and Wales under registration number **63598532** under the name ALL ABOUTICE EUROPE LTD; the address of our registered office is Grange Farm yard Meadow Drive Green lane Bovingdon HP30LW . Our VAT registration number is GB104395433.

When we refer to "Ice Supply " in these Terms, we mean us, the Site, the App and/or the Services, according to the context.

By registering with Ice supply, you accept that you are entering into a contract with us under these Terms. People who register with Ice supply establish an "Account", and become "Users". Visitors to Ice supply who do not register with Ice supply, but who nevertheless use the Site or download the App, affirm that they are bound by these Terms each time they access Ice supply.

If you do not agree to these Terms, you must not use this Website or the App.

You should be aware that these Terms may change from time to time in accordance with section 13 below.

You will be able to access most areas of Ice supply without registering your details with us. Other areas, and the opportunity to place orders with us, are only open to you if you register.

# 2. Trading details

Whenever you buy a product through this Website or the App, you will be contracting with All about ice Europe Limited, a limited liability company incorporated in England and Wales under company number 063598532.

Registered office: Grange Farm Yard Meadow Drive Off green lane Bovingdon hp3 0lw,

United Kingdom

Email address: Sales@allaboutice.com Telephone number: 01442834200 VAT registration number: 104 395 433

# 3. Ordering from us

### 3.1. Product description

We use our reasonable endeavours to make sure that every product on ice supply is shown accurately and that prices are correct. However, occasionally there may be small variations in colour, typefaces and layout.

### 3.2. Placing your order

A contract for the purchase of a product is created as follows:

- The User places the order on the Site or App by pressing an order confirmation button ("Checkout") at the end of the checkout process: if the product in question includes content selected by the User it is a "personalised product"; if it is a standard product which does not include any content selected by the User it is a "non-personalised product"
- By confirming your order, you are agreeing to purchase the product you have selected
- At this point, we take payment for your order by means of your nominated payment method
- We will send to you a "Thank you for your order" email detailing your order, and other information we must provide to you

From time to time, we may reject an order for the following reasons:

- a. If, unfortunately, we do not have your chosen product in stock
- b. Where we cannot obtain authorisation for your payment
- c. If there has been a relevant pricing or product description error
- d. If your order otherwise breaches any of the requirements of these Terms
- e. The use of images for a personalised product which are corrupted, unsupported technically or inadequately pixelated
- f. By placing an order for Dry Ice you confirm that both you and the person the order is to be sent to are aged 18 years or over
- g. We suspect that the order has been placed fraudulently
- h. It appears that the order mistakenly duplicates another order

If your order is rejected, we will contact you to confirm this and reverse the payment you have made for that order.

There are limited circumstances in which you may cancel an order after it has been made – see section 6 on this.

Note that we may bar or prevent an individual Account, User, email address or other identifier from making purchases or otherwise interacting with us where we reasonably suspect an association with fraud or other infringements of the law.

### 3.5. Ordering multiple products

When ordering multiple products as part of the same order, Ice supply will inform you onscreen as to whether they will (or can) be despatched on the same day or as part of the same delivery

## 3.6. Payment

At ice Supply, you can pay for your products using credit card, debit card or any other payment method which we make available to you at the time of your order.

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## 3.7. 3pm Despatch Cut Off

- This service applies to all standard, Dry ice available at Ice supply express
- This does not apply to Dry ice which need to be ordered by 2pm Monday to Friday for same day despatch
- All card orders placed before 4pm Monday to Friday will automatically be despatched the same day using dedicated Couriers unless the customer opts for another despatch date, Monday Delivery or Saturday Special Delivery
- For same day despatch using our direct service orders must be placed by 7pm Monday to Friday. All weekend and bank holiday orders will be despatched the next working day (unless selected otherwise by the customer)

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- Due to any major or unprecedented mechanical fault or unforeseen *force majeure* Ice Supply will endeavour to get all same day despatch orders out as soon as possible but reserves the right to suspend and/or withdraw the service
- Ice supply reserves the right the change the postage cost at any time

# 4. Supply and pricing of products

## 4.1. Supply of Products

All products sold by us through our Website and the App are manufactured and shipped from a range of different in-house and third-party production facilities based in the United Kingdom, Guernsey and overseas.

#### 4.3. Prices and VAT

All prices of products shown on the Website and the App include Value Added Tax at the prevailing rate.

## 4.4. Postage and packaging charges

For most items, prices are shown inclusive of postage and packaging charges; these will be shown on your invoice after you place your order. In some cases, prices shown may include postage and packaging. If this is the case this will be clearly stated.

### 4.5. VAT Receipts

In most cases your order confirmation email contains all the necessary information to constitute a simplified VAT receipt in line with the HMRC guidelines. However, should you require a Full VAT invoice you can request this via our contact form <a href="here">here</a>. Please allow up to 10 working days for the full VAT invoice to be sent.

#### 4.6. Substitute Products

Please note that if a product is unavailable, we may substitute it with an alternative product unless you request us not to do so.

# 5. Delivery

During the order process, Ice supply will generally notify you of the despatch dates available and the expected timeframe for receiving your order; however, Ice supply does not guarantee delivery dates or times. We will make you aware of delivery charges (if any) before you place your order.

Expected delivery times and charges will differ depending on which products you order. More details are set out below.

## 5.1. General despatch information

The despatch date is the day we SEND the item you have ordered, NOT the day it will be delivered.

- Your order is likely to arrive much faster if you use a postcode
- You can check that you have the correct postcode by using the Royal Mail's handy postcode finder available at <a href="www.royalmail.com/find-a-postcode">www.royalmail.com/find-a-postcode</a>. To state the obvious, we are not responsible for the accuracy of the Royal Mail's postcode finder
- It is your responsibility to ensure that the delivery address you provide for any order you place is correct

#### **5.2.** Circumstances Beyond Our Control

Neither we, nor any delivery service that we use, shall be liable for any failure to perform Services where such failure or delay results from any circumstances outside our reasonable control; these circumstances include but are not limited to adverse weather conditions (such as snow, flood and extreme winds), fire, explosion, accident, traffic congestion, obstruction of any private or public highway, riot, terrorism, act of God, or industrial dispute or strike.

# 6. Changing or cancelling an order

Before you request a change or cancellation, it is best to check the status of your order by Calling us if goods are despatched, unfortunately, cannot be amended or cancelled.

It is best to call us if you need to cancel or change your order - dial 01442 834 200. Please have your order number or the email address you sent to us available so we can answer your query as quickly as possible.

Emails are answered during business hours (Monday - Friday 8.30am - 5.00pm) in the order they are received. It is therefore possible that your order could begin production before your email is processed and we will be unable to make any changes requested in the email.

If you change the despatch date for an order do call us direct.

## 7. Returns and refunds

At Ice supply, we always try to send your products in perfect condition. However, occasionally, a problem can arise. In the unlikely event that a product is faulty, or it is damaged in delivery or is the wrong item, we ask you to contact us to let us know of the problem as soon as possible. We will then advise you on whether you are eligible for a refund or replacement.

## 7.1. Reporting a problem

If for any reason you are not happy with your Ice supply order, please contact our Customer Service Team. Call 01442834200, or use our <u>contact form</u>. You will need to quote your order number, the email address you have used to order and the details of the problem with the order.

We aim to acknowledge any complaint within 2 hours (usually it takes ¾ Hours), and will do our best to resolve it within 1 day. We may ask you to take a photograph of the product to help us communicate with our shippers and correct any future problems. Should it be necessary, we will then advise you how to return your item.

### 7.2. Returning products and issuing refunds

#### **Dry Ice products:**

Where an item is faulty, we will ask you to return it to us within three days of receipt. You can contact our Customer Service to help you do this.

Your right to return items to us in accordance with these Terms is in addition to any other statutory rights you may have.

If you are eligible for a refund, we will reimburse the price you have paid for the product(s) onto the credit or debit card that you paid with. Alternatively, we may offer to Resend (if applicable) and resend the item free of charge. Please note it is not our policy to offer both a refund *and* a resend.

Refunds cannot be given if the fault is a result of your own actions such as product misuse or incorrect address or Being out at time of delivery.

# 8. Privacy Policy

Ice supply is committed to protecting your privacy. We promise to use the information that we collect about you in accordance with the Data Protection Act 1998.

You can see the information that we hold about you by logging on to Ice supply and checking your Account details. You can also update your Account details online.

Your personal data (including information about your purchases from and use of our Services) will be collected, processed, stored and used by us, and passed to and processed by our affiliated companies and other data processors acting under contract with us:

- to provide the Services to you;
- to tailor aspects of your experience of the Services, including their search functions;
- to process payments, you make;
- to provide customer support;
- to send communications to you (see 8.2 below)
- to tailor the advertising, you experience on this and other (for example, social media) services:
- for customer satisfaction and customer experience improvement purposes; and otherwise
- in accordance with our legal rights and obligations.

The Data Protection Act 1998 gives you the right to access personal data held about you. Your right of access can be exercised in accordance with that Act. Any access request may be subject to a fee of £10 to meet our costs in providing you with details of the personal information we hold about you.

We will hold and process your personal data for so long as is necessary for the purposes stated in these Terms and to address any claims or issues that may arise concerning your use of our Services.

After that, we may continue to hold data that relates to you and your use of our Services for research and statistical analysis, as permitted by applicable law (currently Section 33 of the Data Protection Act 1998) – however, during this time you may request that we delete personal data we hold about you by contacting our Customer Services and providing such information and verification as is requested of you.

## **8.1.** How we use your contact information

The personal information you provide to us will include your contact and delivery details, payment information, and information about people to which you wish us to deliver products.

We will not disclose any of your personal data without your permission unless:

- we are legally entitled to do so (for example, pursuant to a court order or for the purposes of prevention or detection of crime or fraud)
- we are in negotiations with a third party for the sale or purchase of any of ice supply business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets
- Ice supply, or substantially all of its assets, is acquired by a third party, in which case personal data held by Ice supply about its customers will be one of the transferred assets
- we do so to exercise rights or perform obligations under, or to enforce or apply these Terms and other agreements to which you are party, or to protect our rights, property, safety, customers, or others

Where a phone number is requested, we may use this to contact you to ensure that you are happy with the service you received.

In addition, if you would like to register for email reminders, notifying you when a birthday or special event is coming up, then you must opt in for this by setting them up under 'My Account'. You will also be prompted to set a reminder when ordering any product to be sent 'Direct to Recipient'.

## **8.2.** Opt out

When you register on Ice supply, you can decide to opt out of receiving any communications from us, other than that required to process your registration or orders. At any point, you can change this preference in your Account details but please allow three working days for your opt out to be processed.

If you opt in for email reminders, you can remove reminders by editing your Reminder Calendar or by contacting customer services.

#### 8.3. Cookies

You can find out about our use of cookies here.

### 8.4. Security of your Account and password

You must not share the User name and password with which you register with Ice supply with anyone else.

We know that you may use the same password for other Internet accounts, and that it is highly sensitive. Rest assured, your password will remain encrypted and we do not have access to it. If you forget your password, you can request to reset it. By requesting to reset your password an email will be sent to the email address registered with your Account containing a link to reset your password. You will then be able to access your Account and create a new password.

You are solely responsible for maintaining the confidentiality of your password and any other identifying information.

Note that we are entitled to treat anything done while your Account is logged into the Website or App, or by means of an email address, phone number or other communications method associated with that Account, as having been done by you; it is up to you to maintain the security of your Ice supply Account.

#### 8.5. Credit card transactions

Your full card details are not recorded or stored in our database. Ice supply collects and stores only the final four numbers of your credit or debit card along with the expiry date and cardholder name to enable you to select that card when making future purchases. They are encrypted and are transferred securely to one or more third party payment service providers for immediate authorisation. Once we have received authorisation from the payment service provider we will confirm your order.

### 8.6. Our Mobile Apps

When you use our Mobile Apps we may collect certain information such as the type of mobile device you are using and details about the way you use the app that help us provide a better service in future.

In particular, we use analytical and performance tools, including Google Analytics, to collect data that helps us to understand how our Mobile Apps are used and to report any technical problems to us.

The data collected in this way is anonymous. This data may be transferred, stored and used by the companies who provide this service to us, some of whom may operate outside of the EU.

### 8.7. Subject Access Requests

Under the Data Protection Act 1998 (the "Act"), you have the right to request a copy of all personal data we hold about you, by means of a process called a Subject Access Request.

If you make a Subject Access Request, Section 7 of the Act requires us:

- 1. To tell you whether we process any of your personal data
- 2. If so, to provide you with a description of the personal data we hold, the reasons it is being processed, and who we share it with
- 3. To provide you with a copy of the personal data we process in an intelligible form, and (where this is available) to inform you about the source of the data

All Subject Access Requests must be in writing. We may require you to pay a fee in an amount specified under the Act (currently a maximum of £10) to help meet our costs in dealing with your request.

We will respond to data subject access requests within 40 calendar days. If you wish to find out further information about requesting access to your personal data please visit the

Information Commissioners Office's website for further guidance on Subject Access Requests - Click Here

We will hold and process your personal data for so long as is necessary for the purposes stated in these Terms and to address any claims or issues that may arise concerning your use of our Services.

After that, we may continue to hold data that relates to you and your use of our Services for research and statistical analysis, as permitted by applicable law (currently Section 33 of the Data Protection Act 1998) – however, during this time you may request that we delete personal data we hold about you by contacting our Customer Services and providing such information and verification as is requested of you.

## 9. Use of the Website

#### 9.1. Abuse of service

You agree not to use Ice supply directly or indirectly for any unlawful purpose, or to cause distress or offence to any person. You also agree not to upload, email to us or print any images or other material which might infringe our Content Rules (set out in section 3.4 above).

## 9.2. Intellectual Property

All text, software, music, sound, photographs, graphics, video, page layouts, design and other material that appears on the Website or App is protected by Ice supply or third party copyrights, trademarks, service marks, patents or other proprietary rights and laws. "Ice supply " is our registered trademark, and you agree not to display or use it in any manner without our prior written consent.

You may use and access ice supply to the extent required for the use of the Services in accordance with these Terms, and for the purpose that we make them available. You are not allowed to remove any copyright, trade mark or other intellectual property notices contained in material taken from ice supply.

No-one may copy, distribute, show in public or create any derivative work from Ice supply, or any of the material which is found on Ice supply unless properly licensed in writing by us to do so. You are not allowed to use Ice supply (or to copy or use any material found on Ice supply) for any commercial purpose other than to conduct the purchase of a product from Ice supply.

No-one may use any robot, spider, scraper or other automated means to access Ice supply for any purpose without our prior express written permission.

#### 9.3. Website content and service access

We will always try to ensure that Ice supply is available 24 hours a day. However, we will not be liable if for any reason the Website is unavailable at any time, or for any period.

#### **9.4.** Links

Occasionally, we may provide links to other websites or resources for your convenience. We do not endorse the contents of those websites and are not responsible for their availability or service. We will not be liable in any way for any loss or damage which you may suffer by using those websites. If you decide to access linked third-party websites you do so at your own risk.

#### 9.5. Liability

We use reasonable care and skill to provide Ice supply in accordance with our specifications for Ice supply but:

- the Services are provided "as is"
- we cannot and do not guarantee that Ice supply or the Services will meet your requirements

We shall have no obligation, duty or liability whatsoever in contract, tort (including negligence, breach of statutory duty and any other tort) or otherwise, save as expressly provided in these Terms.

Nothing in these Terms excludes or restricts our liability for fraudulent misrepresentation or for death or personal injury resulting from our negligence, nor our contractual obligations in respect of products we agree to supply following our acceptance of your order in accordance with section 3.2. We are under a legal duty to supply goods which conform to our contract with the User.

We, our agents, directors, officers, shareholders, employees and subcontractors will not be liable to you or anyone else, whether in contract, tort (including negligence, breach of statutory duty or other tort) or otherwise:

- for any loss of revenue, data, business, anticipated savings, profits, opportunity, goodwill or reputation, or for any business interruption
- any loss or corruption of data
- any loss or damage which does not directly result from (or which exceeds that which
  was caused as a direct result of) our breach of this Agreement, howsoever caused or
  arising

Except as expressly stated elsewhere in these Terms, all representations, warranties, conditions and other terms, whether express or implied (by common law, statute, collaterally or otherwise) are hereby excluded, except in the case of fraud, or where such exclusion is not permitted by law.

We will not be liable for any failure to perform our obligations under these Terms caused by matters beyond our reasonable control.

You agree to indemnify us fully, defend and hold us, and our officers, directors, employees and agents, harmless from and against all claims, liability, damages, losses, costs (including reasonable legal fees) arising out of any breach of the Terms by you, your use of the Website or App, or anything done while your Account is logged into the Website or App.

The provisions of this section 9.5 shall survive the termination or expiry of these Terms.

## 9.6. Suspension

We reserve the right at any time and without notice (a) to suspend or terminate your ability to access Ice supply, (b) to suspend or terminate your use of all or part of the Services and/or any then-current orders for products, and/or (c) to take technical and legal steps to stop you from using Ice supply if you appear to us to be in breach of any provision of these Terms. Should we do so, you acknowledge that we shall not incur any liability to you or to any other person.

In addition, we are entitled to suspend provision of all or part of the Services at any time if we are obliged or advised to comply with an order, instruction or request of any limb of government, or any regulator, court or other competent authority.

### 9.7. Contact from third parties

If anyone contacts us in relation to your or your Account's use of Ice supply or a transaction associated with you or your Account, then you agree:

- to provide all reasonable information and assistance we may require in connection with responding to that contact
- to respond promptly and accurately to it, should we pass the message to you for a response

## 13.General

These Terms are intended to contain your entire agreement with us relating to the Services, the Website and the App.

If any of these Terms is found to be invalid this shall not affect the validity of the remaining provisions which shall remain fully enforceable. Our failure to act with respect to a breach of these Terms by you or others does not waive our right to act with respect to subsequent or similar breaches.

Only you and Ice supply shall be entitled to enforce these Terms. No third party shall be entitled to enforce any of these Terms whether by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

We reserve the right to change these Terms from time to time, and post the new version on Ice supply. The new version of these Terms will take effect:

- commencing 28 days after the date of posting (or such later date as we indicate in the relevant posting), if any of the changes is to an operative provision of these Terms which is capable of adversely affecting you
- immediately upon the date of posting (or such later date as we indicate in the relevant posting), if the changes are not reasonably capable of adversely affecting you examples of which would include, without limitation, (i) changing the name of, and/or

the web-address that you use to access, Ice supply, and (ii) the refinement of provisions that are already included or referred to in these Terms

In either case, if you do not wish to be governed by the new version of these Terms, you must cease to use the Services and Ice supply. For the avoidance of doubt, we will not have any liability to you in that event.

These Terms, the Services and each order and purchase of a product shall be governed by English law.

You and we each submit to the non-exclusive jurisdiction of the English courts in relation to disputes arising in connection with these Terms, the Services and any order for or purchase of a product.

We don't separately file the Terms entered into by Users when they register for Ice supply. Please make a durable copy of these Terms by printing and/or saving a downloaded copy on your own computer. They are offered in English only.

# 14. Ice supply Reviews terms of use

By submitting a review on ice supply / Google, you confirm and agree that:

- You are the sole author of the review none of it has been copied from elsewhere;
- Your review is accurate and fair;
- You are at least 18 years old; and
- You grant Ice supply a perpetual, irrevocable, royalty-free, transferable right and licence to use, copy and modify your review.

You also agree you will not submit a review:

- That is known by you to be false, inaccurate or misleading;
- That infringes anyone's copyright, trade mark or other proprietary rights, or a duty owed to any person or entity, such as a duty of confidentiality;
- That breaches any applicable law, or that advocates, promotes or assists any unlawful act
- That is, or may reasonably be considered to be, offensive, abusive, threatening or defamatory;
- That promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age, or that may incite hatred or violence against any person or group
- For which you were compensated or granted any consideration by any third party;
- That references any other website or service;
- That misrepresents identity or impersonates any person;
- That includes any personally identifying information about any person, such as their name, address, phone number, or email address;
- That is pornographic, obscene or indecent;
- That may harass, upset, embarrass or alarm any person; or
- That comments on any other reviewer

Ice supply reserves the right, in its absolute discretion, to:

- Decline to publish a review; and
- Remove a review for any reason

For any review that you submit, you grant Ice supply a perpetual, irrevocable, royalty-free, transferable right and licence to use, copy, modify, delete in its entirety, adapt, publish, translate and create derivative works from that review in any medium or technology throughout the world.

Ice supply reserves the right to change, condense or delete any review content that Ice supply deems, in its sole discretion, to breach these Terms of Use. Ice supply does not guarantee that you will have any ability to edit or delete any review you have submitted. You acknowledge that you, not Ice supply, are responsible for the contents of your review.

By submitting your email address in connection with your rating and review, you agree that Ice supply and its third-party service providers may use your email address to contact you about the status of your review and for other administrative purposes.