

Terms & Conditions.

Please read the Terms and Conditions carefully as they affect your rights and liabilities under the law. By using this website (the "Website"), you are deemed to accept the Terms and Conditions and, before proceeding with an order, you will be required to show that you have read and understood them by clicking on the "I have read and accept the terms and conditions" button at the "checkout". Please note that you will be required to do this each and every time you place an order through the Website. If you do not agree to these Terms and Conditions, please do not register for use of or use the Website. Please note that to purchase goods from the Website or to use or access certain areas of the Website, you will be required to register as an authorised user of the Website.

1. Ownership and Intellectual Property

- 1.1 The Website is owned and operated by Jacob Winfield trading as Zoo Wizards ("Zoo Wizards", "We", "we", "Us" or "us"). Our telephone number is 07983333949. Our address is 11 Queen Street, Aylesbury, Buckinghamshire, HP201LU.
- 1.2 The copyright and all other intellectual property rights in and to the Website and any and/or all of the material on the Website are either owned by us or are included with the permission of the owner of the rights. As a visitor to the Website, you may download a single copy of each piece of material contained on the Website for your own private viewing purposes only, provided you keep intact all and/or any proprietary notices.
- 1.3 Subject to condition 1.2 above, no copying of either the Website and/or any and/or all of the material contained on the Website or distribution for any commercial or business use is permitted without our prior written consent. You may not include a link to the Website or display the contents of the Website surrounded or framed or otherwise surrounded by material not originating from us without our prior written consent.
- 1.4 No license is granted to you in these Terms and Conditions to use any trade mark whether registered or unregistered of Zoo Wizards.

2. Your Account

- 2.1 If you use the Website, you are responsible for (1) maintaining the confidentiality of your account and your password and (2) restricting access to your computer to prevent unauthorised access to your account. You agree to accept responsibility for all activities that occur under your account or password. You should take all necessary steps to ensure that your password is kept confidential

and secure and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if your password is being, or is likely to be, used in an unauthorised manner.

2.2 You must ensure that the details provided by you on registration at the website or at any time are correct and complete.

2.3 You must inform us immediately of any changes to the information that you provided when registering by updating your personal details via the 'My Account' page. Then simply enter your email address and password and you will then be able to change the details that you originally gave.

3. Website information & availability

3.1 Whilst we take reasonable care to ensure that the information on the Website is accurate and complete, some of it may be supplied to us by third parties and we are unable to check its accuracy or completeness. You are advised to verify the accuracy of any information before relying on it. Further, due to the inherent nature of the Internet, errors, interruptions and delays may occur in the service at any time. Accordingly, subject to condition 13 below, the Website is provided "AS IS" with warranties excluded to the fullest extent permissible by law. Subject to condition 13 below, we do not accept any liability arising from any inaccuracy or omission in any and/or all of the information provided on the Website or interruption in availability.

3.2 If a fault occurs in the service of the Website, you should report it by email and we will correct the fault as soon as we reasonably can.

3.3 Your access to the Website may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will attempt to restore the service as soon as we reasonably can.

3.4 We understand that when shopping online, it may be difficult to visualise the actual size of an item, even where approximate product dimensions have been provided. Therefore, upon receipt of your order, please ensure that you are confident that the product(s) you have purchased will in fact be suitable for the species that the product(s) is/are brought for and their unique individual requirements.

4. Other promotions, vouchers & competitions.

From time to time, we (or selected third parties) may include competitions, promotions, vouchers or other offers on the Website. Each such offer and or voucher shall be subject to its own express terms, however, each offer or promotion will be subject to availability at all times. Your statutory rights are not affected.

5. Limitations

5.1 You may not use the Website for:

5.1.1 transmitting any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material;

5.1.2 transmitting material that encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any relevant laws, regulations or codes of practice;

5.1.3 gaining unauthorised access to other computer systems;

5.1.4 interfering with any other person's use or enjoyment of the Website;

5.1.5 breaching any laws concerning the use of public telecommunications networks;

5.1.6 interfering or disrupting networks or websites connected to the Website; or

5.1.7 making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner.

5.2 We reserve the right to refuse to post material on the Website or to remove material already posted on the Website.

5.3 You fully indemnify us against any and/or all losses, liabilities, costs and/or expenses reasonably suffered or incurred by us, any and/or all damages awarded against us under any judgment by a court of competent jurisdiction and any and/or all settlements and sums paid by us as a result of any settlement reasonably agreed by us arising out of or in connection with:

5.3.1 any claim by any third party that the use of the Website by you is defamatory, offensive or abusive, or of an obscene or pornographic nature, or is illegal or constitutes a breach of any applicable law, regulation or code of practice;

5.3.2 any claim by any third party that the use of the Website by you infringes that third party's copyright or other intellectual property rights of whatever nature; and/or

5.3.3 any fines or penalties imposed by any regulatory, advertising or trading body or authority in connection with the use of the Website by you.

6. Right to suspend or cancel your registration

6.1 We may suspend or cancel your registration to the Website immediately or restrict or prevent your access to the Website at our reasonable discretion if you breach any of your obligations under these Terms and Conditions.

6.2 You can cancel your registration by giving us prior notice in writing. If you do so, you must stop using the Website.

6.3 The suspension or cancellation of your registration to the Website and/or your right to access and/or use the Website shall not affect either party's accrued rights or liabilities. In particular, any cancellation by you pursuant to condition 6.2 above shall not affect any outstanding orders for goods from Zoo Wizards.

6.4 Conditions 1, 5 and 10 of these Terms and Conditions shall survive cancellation.

7. Ordering goods

7.1 All orders placed through the Website will be subject to our acceptance of the order.

7.2 When you submit an order to us on the Website, you will receive an email from us acknowledging your order ("Order Confirmation" email). You should check this email for accuracy and let us know immediately if there are any errors. Please note that the acknowledgement email does not mean that your order has been accepted. Your order constitutes an offer to us to buy goods. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an email that confirms the goods have been dispatched to you (the "Shipping Confirmation" email). The contract between us will only be formed when we send you the dispatch confirmation ("Shipping Confirmation"). Title to the goods will pass to you on delivery to you provided payment has been made in full. The Contract will relate only to those products whose dispatch we have confirmed in the dispatch confirmation "Shipping Confirmation" email. We will not be obliged to supply any other products which may have been part of your order until the dispatch of such goods has been confirmed in a separate dispatch confirmation "Completed Order" email.

7.3 Where you have used a promotional code to obtain a discount off the price of your order, acceptance of this order is subject to our verifying that the code has been issued to you personally and that you have complied with all the terms of the offer and qualify for the promotional code. In the event that the code has not been issued to you for your personal use, or you do not qualify for the promotion, the price of the order will be adjusted notwithstanding any email confirmation which you receive. Refunds for goods purchased under a promotional offer will be based on the terms of the promotional price. Your

statutory rights are not affected.

8. Pricing, processing your orders and payment

- 8.1 The price of any goods will be as quoted on the Website from time to time, except in cases of obvious error. Subject to condition 8.4 below, in the event of obvious inaccuracies in the prices quoted on the Website, we reserve the right not to fulfil and/or to cancel any orders placed by you in reliance on the inaccurate prices.
- 8.2 Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a dispatch confirmation "Completed Order" email.
- 8.3 Payment for all goods, either by credit or debit card, will be taken from your card at the time we receive your order, once we have checked your card details and stock availability. Any payment made to us will be refunded if we do not accept your order.
- 8.4 Whilst it is our intention to keep the Website up to date and error free, product description or pricing errors may occur. If we discover such an error after you have submitted an order to us, we will contact you prior to accepting your order with the correct details. You may then either cancel your order or confirm it based on the correct information. If we are unable to contact you, we will treat your order as cancelled.
- 8.5 All prices shown on the Website are inclusive of United Kingdom Value Added Tax (VAT). Delivery charges are clearly highlighted throughout the Website.

9. Availability and delivery

Your order will be fulfilled by the delivery date set out in the dispatch confirmation "Completed Order" email or, if no delivery date is specified, then within 30 days of the date of the Dispatch Confirmation, unless there are exceptional circumstances such as a Force Majeure Event (see condition 16 below).

10. Consumer Rights

- 10.1 If you are contracting as a consumer, you may cancel any Contract between us in accordance with our refunds policy set out in condition 11 below. This is in addition to your statutory rights. If you are unhappy with the quality of the goods you have received or don't believe that they reflect those in respect of which you entered the Contract with us, then please contact us immediately.
- 10.2 To cancel any Contract between us pursuant to condition 10.1 above, you must

inform us by emailing us directly at zoowizardsproducts@gmail.com within the time limit set out in condition 11 below and return the goods to us under the conditions we provide in accordance with condition 11 below.

11. Refunds Policy

11.1 When you return a product to us pursuant to condition 10 above (in addition to your statutory rights):

11.1.1 where the goods are not defective, you must inform us in writing (pursuant to condition 10.2 above) within 14 days of your receipt of the goods and must return the goods to us within 14 days of such notice. In such event we will process the refund due to you as soon as possible and, in any case, within 14 days of the day that we receive the goods in question back from you or you provide evidence to us that you have returned the goods to us, in either case in undamaged and resalable form. In this case, subject to condition 11.3 below, we will refund the price of the goods in full together with the original delivery charge (if any) (provided you return the full order to us), but not the costs you incur in returning the item to us; or

11.1.2 because you claim that the goods are defective, you must inform us in writing (pursuant to condition 10.2 above) as soon as reasonably practicable and in any event within 30 days of your receipt of the goods, and must return the goods to us as soon as reasonably practicable thereafter, subject to any arrangements we may make pursuant to condition 10.1 above. In such event, we will examine the returned goods and (assuming we agree that the goods are defective) we will notify you of your refund by either post, telephone or email within a reasonable period of time. We will usually process the refund due to you as soon as possible and, in any case, within 30 days of the day we confirmed to you that you were entitled to a refund for the defective goods. Goods returned by you because of a defect will be refunded in full, including a refund of the original delivery charge (if any) for sending the item to you and the cost incurred by you in returning the item(s) to us.

11.2 In the case of returns pursuant to condition 11.1.1 above (i.e., returns of non-defective goods) we may reduce the amount of money refunded to you where you have used the goods beyond the handling that is necessary for you to make sure the goods are as you expected, for example the handling you would do in a shop.

11.3 We are unable to offer a refund on personalised, custom-made or made-to-

measure goods made to your specification unless the goods are defective. If you claim the goods are defective, we will examine the goods and condition 11.1.2 will apply.

11.4 A cancellation form can be provided on request.

12. Risk and Title

12.1 The goods will be at your risk from the time of dispatch by us.

12.2 Ownership of the goods will only pass to you in accordance with and as set out in condition 7.2 above.

13. Our Liability

13.1 We warrant to you that any goods purchased from us through the Website are of satisfactory quality and reasonably fit for the purposes for which products of such kind are commonly supplied.

13.2 We shall not be responsible to you or any third party (including, without limitation, whether in contract, tort (including negligence) or otherwise) for incidental, special, indirect or consequential loss or damage, any loss of profit (direct or indirect), loss of sales, loss of goodwill or reputation, loss of business or third party claims arising out of or in connection with the performance or non performance of our obligations under these Terms and Conditions, including such damages as listed in this condition 13.2 as may be reasonably foreseeable at the date you order the goods.

13.3 We shall not be liable for any loss, claim or damage of any kind (including, without limitation, whether based in contract, tort or otherwise) which arises out of (a) the use of, or inability to use, this Website or content found in this Website, or (b) the unauthorised access to or alteration of your transmissions or data, even if We have been advised of the possibility of such damages unless resulting from the gross negligence or intentional actions of Zoo Wizards.

13.4 If you are contracting as a business, our liability for any claim for loss or damage shall be limited to the purchase price of the goods you purchased.

13.5 If you are contracting as a consumer, our liability for any claim for loss or damage shall be limited to three times the purchase price of the goods you purchased.

13.6 Nothing in these Terms and Conditions shall exclude or restrict our liability:

13.6.1 for death or personal injury caused by our negligence;

13.6.2 under section 2(3) of the Consumer Protection Act 1987;

13.6.3 for fraud or fraudulent misrepresentation; or

13.6.4 for any matter for which it would be illegal for us to exclude or limit, or attempt to exclude or limit, our liability.

14. Written communications

Applicable laws require that some of the information or communications we send to you should be in writing. When using the Website, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on the Website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

15. Notices

All notices given by you to us must be given to Zoo Wizards, 11 Queen Street Aylesbury, Buckinghamshire, HP201LU. We may give notice to you at either the email or postal address you provide to us upon registration or when placing an order, or in any of the ways specified in condition 14 above. Notice will be deemed received and properly served immediately when posted on the Website, 24 hours after an email is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

16. Events outside our control

16.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control ("Force Majeure Event").

16.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

16.2.1 strikes, lock-outs or other industrial action;

16.2.2 civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;

16.2.3 fire, explosion, inclement weather, including storms, flood, earthquake, subsidence, epidemic or other natural disaster;

16.2.4 inability of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;

16.2.5 impossibility of the use of public or private telecommunications networks;

16.2.6 systems affected as a result of computer hacking or virus; and

16.2.7 the acts, decrees, legislation, regulations or restrictions of any government.

16.3 Our performance under any Contract between us is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. Where practicable, we will endeavour to bring the Force Majeure Event to a close or to find a solution by which our obligations under any Contract between us may be performed despite the Force Majeure Event.

17. Waiver

17.1 If we fail, at any time during the term of any Contract between us, to insist upon strict performance of any of your obligations under any Contract between us or any of these Terms and Conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under any Contract between us, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

17.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

17.3 No waiver by us of any of these Terms and Conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with condition 14 or 15 above.

18. General

18.1 The use of the Website and any Contracts formed between us are governed by English and Welsh law. Any dispute arising from, or related to, such use and any such Contracts shall be subject to the exclusive jurisdiction of the courts of England and Wales. We make no promise that materials on the Website are

appropriate or available for use in locations outside the United Kingdom and accessing the Website from territories where its contents are illegal or unlawful is prohibited. If you choose to access the Website from locations outside the United Kingdom, you do so on your own initiative and are responsible for compliance with local laws. Overseas orders (i.e. orders from, or to be delivered to, outside the United Kingdom) will be considered on an individual basis and we reserve the right not to accept or fulfill any such order. Regardless of whether or not we initially purport to accept such an order, you shall indemnify us on demand against any loss we may suffer in connection with non-compliance with local laws by you or by us (including, without limitation, whether pursuant to you accessing the Website, or you placing an order, or us accepting or purporting to accept an order, or otherwise).

- 18.2 A person who is not a party to these Terms and Conditions or any Contract between us shall have no right to enforce any term of the Terms and Conditions and/or any and/or all Contracts between us under the Contracts (Rights of Third Parties) Act 1999.
- 18.3 If any provision of these Terms and Conditions or any provisions of any Contract between us are found to be invalid, unlawful or unenforceable by a court of competent jurisdiction to any extent, such provision will to that extent be severed from the remaining provisions, which will continue to be valid to the fullest extent permitted by law.
- 18.4 We may assign, charge or transfer any of our rights or subcontract or otherwise transfer any of our obligations under these Terms and Conditions or any Contract to any third party at any time.
- 18.5 You may not assign, charge or transfer any of your rights or subcontract or otherwise transfer any of your obligations under these Terms and Conditions and/or any Contract between us except with our specific prior written permission.
- 18.6 We reserve the right to revise and amend these Terms and Conditions from time to time and any such changes will be communicated on the Website. You will be subject to the policies and the Terms and Conditions in force at the time that you order goods from us, unless any change to those policies or the Terms and Conditions is required to be made by law or governmental authority (in which case, to the extent applicable, it will apply to orders previously placed by you), or if we notify you of the change to those policies or these Terms and Conditions before we send you the Dispatch Confirmation (in which case we have the right to assume that you have accepted the change to the Terms and Conditions, unless you notify us to the contrary within seven working days of

receipt by you of the goods). If you do not wish to accept the new Terms and Conditions, you should not continue to use the Website. If you continue to use the Website after the date on which the changes come into effect, your use of the Website indicates your agreement to be bound by the new Terms and Conditions.

18.7 These Terms and Conditions govern the entire trading relationship between ourselves and you and will remain in force for the duration of our trading relationship.