

Terms and Conditions of Supply

1. Definitions

1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

- (a) Event Outside Our Control: is defined in clause 9.2;
- (b) Goods: the goods that We are selling to you as set out in the Order;
- (c) Order: your order for the Goods;
- (d) Terms of Supply: the terms and conditions set out in this document; and
- (e) we/our/us: Red Light Campaign, a not-for-profit organization whose registered office is at c/o. Human Trafficking Foundation, Iveco House, Watford, Herts WD17 1SR.

1.2 When we use the words "writing" or "written" in these Terms of Supply, this will include e-mail unless we say otherwise.

2. Our contract with you

2.1 These are the terms and conditions on which we supply Goods to you.

2.2 Please ensure that you read these Terms of Supply carefully, and check that the details on the Order and in these Terms of Supply are complete and accurate, before you submit the Order. If you think that there is a mistake, please contact us to discuss, and please make sure that you ask us to confirm any changes in writing to avoid any confusion between you and us.

2.3 We consider that these Terms of Supply and the Order constitute the whole agreement between you and us.

2.4 When you sign and submit the Order to us, this does not mean we have accepted your order for Goods. Our acceptance of the Order will take place as described in clause 2.5. If we are unable to supply you with the Goods, we will inform you of this and we will not process the Order.

2.5 These Terms of Supply will become binding on you and us when we issue you with a written acceptance of an Order, at which point a contract will come into existence between you and us.

2.6 If any of these Terms of Supply conflict with any term of the Order, the Order will take priority.

2.7 Any images and/or description of the Goods on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflect the colour of the Goods. Your Goods may vary slightly from those images and/or descriptions and although we have made every effort to be as accurate as possible, all sizes indicated on our website may vary slightly.

3. Changes to order or terms

3.1 We may revise these Terms of Supply from time to time in the following circumstances:

- (a) changes in how we accept payment from you, including changes to payment partners; and/or
- (b) changes in relevant laws and regulatory requirements.

3.2 If we have to revise these Terms of Supply under clause 3.1, we will give you at least one (1) month's written notice of any changes to these Terms of Supply before they take effect. You can choose to cancel the contract in accordance with clause 10.

3.3 You can choose to cancel the Order in accordance with clause 13.1 in these circumstances.

3.4 If you wish to cancel an Order before it has been fulfilled, please see your right to

do so in clause 13.

4. Delivery of goods

4.1 Please note that timescales for delivery and delivery charges will vary depending on the availability of the Goods and your address.

4.2 We will contact you with an estimated delivery date. Occasionally our delivery to you may be affected by an Event Outside Our Control. See clause 9 for our responsibilities when this happens.

4.3 Delivery of an Order shall be completed when we deliver the Goods to the address you gave us.

4.4 If We are not able to deliver the whole of the Order at one time due to operational reasons or shortage of stock, we will deliver the Order in instalments. We will not charge you extra delivery costs for this. However, if you ask us to deliver the Order in instalments, we may charge you extra delivery costs. Each instalment shall constitute a separate contract governed by these Terms of Supply. If we are late delivering an instalment or one instalment is faulty, that will not entitle you to cancel any other instalment.

4.5 The Goods will be your responsibility from the completion of delivery.

4.6 You own the Goods once we have received payment in full.

5. If the Goods are damaged

6. Goodwill guarantee of goods

6.1 This guarantee is in addition to your legal rights in relation to the Goods that are faulty or not as described.

7. Price and payment

7.1 The price of the Goods will be set out in our price list in force at the time we confirm your Order. Our prices may change at any time, but price changes will not affect Orders that we have confirmed with you.

7.2 These prices include VAT. However, if the rate of VAT changes between the date of the Order and the date of delivery or performance, we will adjust the rate of VAT that you pay, unless you have already paid for the Goods in full before the change in the rate of VAT takes effect.

7.3 The prices for the Goods exclude delivery costs, which will be added to the total amount due.

7.4 It is always possible that, despite our best efforts, some of the Goods we sell may be incorrectly priced. We will normally check prices as part of our dispatch procedures so that, where the Goods' correct price is less than our stated price, we will charge the lower amount when dispatching the Goods to you. If the Goods' correct price is higher than the price stated on our website, we will contact you to tell you and for your instructions. If the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, we do not have to provide the Goods to you at the incorrect (lower) price.

7.5 Where we are providing Goods to you, you must make payment for Goods in advance by credit or debit card as instructed by our website or otherwise in accordance with our payment partner at such time.

8. Our liability to you

8.1 If we fail to comply with these Terms of Supply, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of the Terms of Supply or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into this contract.

8.2 We do not exclude or limit in any way our liability for:

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

- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
- (d) breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
- (e) defective products under the Consumer Protection Act 1987.

9. Events Outside Our Control

9.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms of Supply that is caused by an Event Outside Our Control.

9.2 An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

9.3 If an Event Outside Our Control takes place that affects the performance of our obligations under these Terms:

- (a) we will contact you as soon as reasonably possible to notify you; and
- (b) our obligations under these Terms of Supply will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Goods to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

9.4 You may cancel the contract if an Event Outside Our Control takes place and you no longer wish us to provide the Goods. Please see your cancellation rights under clause 13. We will only cancel the contract if the Event Outside Our Control continues for longer than four (4) weeks in accordance with our cancellation rights in clause 11.

10. Your cancellation rights

10.1 Before the Goods are delivered, you have the following rights to cancel an Order for Goods, including where you choose to cancel because we are affected by an Event Outside Our Control or we change these Terms under clause 3.1 to your material disadvantage:

(a) You may cancel any Order for Goods at any time before we have started producing your Goods by contacting us at order@cubemovement.com. In case of ordering Goods that do not require customisation, you may cancel your order before we despatch the Goods by contacting us at order@cubemovement.com. We will confirm your cancellation in writing to you.

(b) If you cancel an Order under clause 10.1(a) and you have made any payment in advance for Goods that have not been delivered to you, we will refund these amounts to you.

(c) Unfortunately, if you cancel an Order for Goods under clause 10.1(a) and we have already despatched your Goods to you, we will not be able to cancel your Order until it is delivered. In this case, if you return the Goods to us, we will have to charge you the cost of collection or you will have to pay the cost of returning the Goods back to us. This will not affect your refund for the Goods, but any charge for collection will be deducted from the refund that is due to you.

11. Our cancellation rights

(a) due to an Event Outside Our Control or the unavailability of stock, we will promptly contact you.

(b) If We have to cancel an Order under clause 11(a) and you have made any payment in advance for Goods that have not been delivered to you, we will refund these amounts to you.

12. Information about us and how to contact us

- 12.1 We are not-for-profit organization registered with HRMC in England & Wales.
- 12.2 If you have any questions or if you have any complaints, please contact us by e-mailing us at legal@cubemovement.com.
- 12.3 If you wish to contact us in writing, or if any clause in these Terms of Supply requires you to give us notice in writing (for example, to cancel an order), you can send this to us by e-mail, by hand, or by pre-paid post to Red Light Campaign, Flat D, 159 Drummond Street, NW1 2PB, London, United Kingdom. We will confirm receipt of this by contacting you in writing. If we have to contact you or give you notice in writing, we will do so by e-mail, by hand, or by pre-paid post to the address you provide to us in the Order.
13. How we may use your personal information
- 13.1 Any information provided by you to us will be used by us in accordance with the Data Protection Act 1998 and our [Privacy Policy](#).
14. Other important terms
- 14.1 We may transfer our rights and obligations under these Terms of Supply to another organisation, and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under these Terms of Supply.
- 14.2 This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 14.3 Each of the paragraphs of these Terms of Supply 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.
- 14.4 If we fail to insist that you perform any of your obligations under these Terms of Supply, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 14.5 These Terms of Supply are governed by English law. You and we both agree to submit to the non-exclusive jurisdiction of the English courts.

As a consumer, you have legal rights in relation to Goods that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms of Supply will affect these legal rights.