

## **TERMS & CONDITIONS**

### **SHEFFIELD VAPE OUTLET TERMS & CONDITIONS**

#### **GENERAL INFORMATION**

Akash Retail Ltd may be referred to as Sheffield Vape Outlet.

You should be fully aware that any data (including but not limited to product descriptions) on this website may not be fully up to date or currently accurate. We do attempt to maintain all information at an up to date reasonable level but you should not use any of the information as matter of fact or as reliable information. Any information or knowledge gathered from our website should not be used in any way for medical purposes. If you have any doubts about the medical suitability of any of our products please seek advice immediately from a qualified person such as your local GP. Sheffield Vape Outlet cannot be held responsible at all for any medical issues that may arise from use of our products. Sheffield Vape Outlet have not carried out any medical research at this stage and therefore are not qualified to recommend a product's medical suitability for an individual person[s] to use. Sheffield Vape Outlet are the re-seller of products created outside our control and you take full responsibility for the use of our products regardless of the outcome. This does not impact your statutory rights. Product pictures may vary from the product description.

#### **AGE RESTRICTION AND VERIFICATION**

It is against the law to sell any electronic cigarette products to under 18's.

#### **Who we share your information with\***

Where you have asked us to provide an age restricted product or service, we may share your information with age verification providers, to ensure that you are of age to purchase our products.

#### **One Account Mobile Limited (1account):**

One Account Mobile Limited (1account), and third-party providers of identity data to 1account. This is necessary for 1account to verify that you meet the minimum age and identity verification requirements as determined by relevant UK age restriction legislation. 1account may retain relevant data for

the purpose of future verification. All data processed by 1account is subject to appropriate security measures. Data retained by 1account is subject to periodic review to ensure it is not held for longer than necessary. You can find information about 1account and how they manage your personal data by visiting their **website: [www.1account.net](http://www.1account.net) ( One Account Mobile Limited.)**

Where you have asked us to provide an age restricted product or service, you consent to allow us to share your information with, and collect information from, One Account Mobile Limited (1account) and third-party providers of identity data to 1account. This consent is necessary for 1account to verify that you meet the minimum age and identity verification requirements as determined by relevant UK age restriction legislation. You consent to allow 1account to retain relevant data for the purpose of future verification.

All data processed by 1account is subject to appropriate security measures. Data retained by 1account is subject to periodic review to ensure it is not held for longer than necessary. You can find information about how 1account manage your personal data and view their privacy policy by visiting their website: [1account.net](http://1account.net).

### **Information We Collect From Other Sources:**

Where you have asked us to provide an age restricted product or service, we may collect information from One Account Mobile Limited (1account) and third-party providers of identity data to 1account. This is necessary for 1account to verify that you meet the minimum age and identity verification requirements as determined by relevant UK age restriction legislation. We will record that your age has been successfully verified so that you don't need to go through the process again. You can find information about how 1account manage your personal data and view their privacy policy by visiting their website: [1account.net](http://1account.net).

### **Who We Share Your Information With:**

Where you have asked us to provide an age restricted product or service, we may share your information with One Account Mobile Limited (1account), and third-party providers of identity data to 1account. This is necessary for

1account to verify that you meet the minimum age and identity verification requirements as determined by relevant UK age restriction legislation.

1account may retain relevant data for the purpose of future verification. All data processed by 1account is subject to appropriate security measures. Data retained by 1account is subject to periodic review to ensure it is not held for longer than necessary. You can find information about 1account manage your personal data and view their privacy policy by visiting their website: 1account.net.

### **Verify My Age:**

If you purchase from any of our Marketplace stores, then we will use [VerifyMyAge](#) to ensure you are old enough to purchase our products. VerifyMyAge are an established and trusted age verification provider in the UK, and are able to verify your age in a matter of minutes. They will not run a credit check and you can rest-assured that your personal information is in trusted hands. They are used by a host of well-established companies, including eBay, who use their services for all of their age verification checks.

At times the age verification check may fail or be referred. In these scenarios we could request passport/driving license details from you to re-check your details manually against the relevant database to verify age. If you do not wish to release this information to us we can cancel and refund your order.

\*Please note if for any reason you fail age verification there is a strong possibility that your order will be delayed, if this occurs please contact customer services immediately on 01143271568 or email [sheffieldvapeoutlet.co.uk](mailto:sheffieldvapeoutlet.co.uk)

### **Our current providers for age verification are:**

- 1. One Account Mobile Limited (1account)**
- 2. VerifyMyAge**

### **Read these Conditions – for Product sales to Consumers**

Because we can accept your Order and thus make a legally enforceable agreement without further reference to you, it is important to you to read our

Conditions carefully and to make sure that they contain everything which you want and nothing that you are not willing to agree to. If you are unsure about any of this, please, phone our customer-care line on 01143271568.

## **1. INTERPRETATION**

The following words have these meanings throughout the Conditions:

**'Conditions'**

means the terms and conditions set out in this document;

**'Consumer'**

means an individual acting for purposes which are wholly or mainly outside his or her trade, business, craft or profession;

**'Contract'**

means the legally-binding agreement between you and us for the sale and purchase of Goods which incorporates these Conditions

**'Delivery Location'**

means the location where the Goods are to be delivered, as set out in the Order;

**'Goods'**

any goods that we supply to you, of the number and description and any relating documentation as set out in your Order;

**'Order'**

means your order for the Goods from us, as set out in your order form

**'Specification'**

means the description or specification of the Goods set out on our Website

**'we, us or our'**

means Akash Retail Ltd Registered, company number 12374203. Registered office address and trading address 42 Myrtle Drive, Sheffield, S2 3HG

## **2. APPLICATION OF THESE CONDITIONS AND CONTRACT FORMATION**

**2.1** Any estimate provided by us for the provision of Goods prior to your submitting an Order is not a binding offer by us to supply Goods.

**2.2** When you place an Order to purchase Goods from us, you are just making a binding offer to purchase those Goods in accordance with these Conditions.

**2.3** After you have placed an Order, we can email you an acknowledgement of receipt of your Order, but this does not mean that your Order has been accepted by us.

**2.4** We can reject any Order if we wish for any reason, although we will try to tell you promptly the reason for our decision, which must be due to running out of stock or resources, a price or description mistake, inability to obtain your payment, verify your age or other genuine fair reason.

**2.5** A Contract will be formed for the Goods you have ordered, only on our sending an email to you saying that your Order has been accepted or, if earlier, our delivery of the Goods to you.

**2.6** We must give you a copy of the signed Contract or confirmation of it with all information contained in it which is legible, within a reasonable time after making the Contract, but in any event not later than the delivery of any Goods supplied under the Contract.

**2.7** No variation of the Contract, whether about description of the Goods, price or otherwise, can be made afterwards unless the variation is agreed by you and us.

**2.8** In making the Contract, we are acting only on our own behalf whose place for any of your complaints is 42 Myrtle Drive, Sheffield, S2 3HG

### **3. CHARGES**

**3.1** The charges, and any additional delivery or other charges and any other costs for each of type of Goods, and the total price of them, will be as set out in our published price lists in force at the time .

**3.2** The charges:

**3.2.1** include the price of the Goods as set out on our website at the time of your Order ; and

**3.2.2** include VAT at the rate applicable at the time of your Order so that, if the rate of VAT increases before we accept your Order, we must only increase the price by the amount of that increase if we have your agreement, otherwise we must reject your Order and tell you that.

#### **4. PAYMENT**

**4.1** You must pay us in full for all the Goods before delivery of any of the Goods

**4.2** You must pay for the Goods submitting your credit or debit card details with your Order and we can take payment as soon as payment is due.

#### **5. DELIVERY**

**5.1** We must deliver the Goods, to the Delivery Location by the time or within the period which you and we have agreed or, failing any agreement:

**5.1.1** within a reasonable time; and

**5.1.2** without undue delay and, in any event, not more than 30 days after the day on which the Contract is made.

**5.2** In any case, regardless of events beyond our control, if we do not deliver the Goods on time, you have the right to require us to reduce the price or charges by an appropriate amount (including the right to receive a refund for anything already paid above the reduced amount). The amount of the reduction can, where appropriate, be up to the full amount of the price or charges.

**5.3** In any case, regardless of events beyond our control, if we do not deliver the Goods on time, you can (in addition to any other of your remedies) treat the Contract at an end if:

**5.3.1** we have refused to deliver the Goods, or if delivery on time is essential taking into account all the relevant circumstances at the time the Contract was

made, or you told us before the Contract was made that delivery on time was essential; or

**5.3.2** after we have failed to deliver on time, you have specified a later period which is appropriate to the circumstances and we have not delivered within that period.

**5.4** These are examples of events which can be outside our reasonable control:

**5.4.1** weather conditions make it impossible or unsafe for us to deliver the Goods;

**5.4.2** the Goods are not delivered at the time agreed with the supplier of the Goods (and it is not possible to obtain a replacement within a reasonable time, or the price charged by a supplier is much higher than the original charge);

**5.4.3** you change your order (and this results in eg our having to do further work or wait for different Goods); or

**5.4.4** we or our delivery agents are unable to gain access to the Delivery Location to deliver the Goods at the times we have agreed with you;

## **6 RISK AND OWNERSHIP**

**6.1** Risk of damage to, or loss of, the Goods will pass from us to you only on delivery of the Goods .

**6.2** Ownership of the Goods will pass from us to you on delivery or payment in full for the Goods .

## **7. CONFORMITY**

**7.1** We have a legal duty to supply the Goods in conformity with the Contract.

**7.2** Upon delivery the Goods will be:

**7.2.1** be of satisfactory quality;

**7.2.2** be reasonably fit for any particular purpose for which you are buying the Goods which, before the Contract is made, you made known to us (expressly or by implication) whether or not that is a purpose for which goods of that kind are usually supplied (unless you do not actually rely, or it is unreasonable for you to rely, on our skill and judgment) and be fit for their purpose set out in the Order; and

**7.2.3** conform to their description and the Specification.

## **8. LIMITATION OF LIABILITY**

**8.1** We do not exclude our liability for death or personal injury caused by our negligence or breach of our duties under the law, fraud or fraudulent misrepresentation. Subject to this, we are not liable for (i) loss which was not reasonably foreseeable to both you and us at the time when the Contract was made, or (ii) loss which relates to your business, trade, craft or profession to the extent that it would not be suffered by a buyer who is a Consumer. This is because we believe that you are not buying the Goods wholly or mainly for the purposes of your business, trade, craft or profession).

**8.2** *It is important that our Products are charged only with charging devices approved by us. Using unapproved charging units can be dangerous as they may overheat and create a fire hazard. All charging units sold by us are approved for use. We accept no liability or responsibility for loss or damage arising out of the use of an unapproved charging unit used in connection with our Products. This includes but is not limited to the mains plug adaptor and usb charging cable/plug.*

## **9. TERMINATION**

**9.1** On termination of the Contract for any reason, any statutory rights and liabilities of you and us will not be affected.

## **10. DATA PROTECTION AND PRIVACY**

We can use your identity and other information about you which you give to us only to help us to comply with our duties under the law, to provide the Goods and handle your payment for them and, if you give us your prior consent, to tell you about our products and Goods, on condition that we stop



as soon as you tell us in writing to stop. We promise to use reasonable care to keep that information confidential. You promise that the information that you give to us is true and, if it changes, you will tell us promptly.

## **11 GOVERNING LAW AND, JURISDICTION**

**11.1** This Contract will be governed by the law of England and Wales.

**11.1.1** Disputes can be submitted to the jurisdiction of the courts of England and Wales .

## **12. YOUR RIGHTS TO END THE CONTRACT**

- **12.1 You can always end your contract with us.** Your rights when you end the contract will depend on whether there is anything wrong with the product you've bought, how we are performing and when you decide to end the contract:
  - (a) If what you have bought is faulty or mis-described you may have a legal right to end the contract (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), see clause 15;
  - (b) If you want to end the contract because of something we have done or have told you we are going to do, see clause 12.2;
  - (c) If you have just changed your mind about the product, see clause 12.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions.
- **12.2 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 and you may also be entitled to compensation. 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.
- **12.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most products bought online if you are resident in the UK you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.
- **12.4 When you don't have the right to change your mind.** You do not have a right to change your mind in respect of products (e.g. vape kits) sealed for health protection or hygiene purposes, once these have been unsealed after you receive them.
- **12.5 How long do I have to change my mind?** 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.

### **13. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)**

- **13.1 Tell us you want to end the contract.** To end the contract with us, please let us know by calling customer services on 01143271568 or emailing us at [sheffieldvapeoutlet@gmail.com](mailto:sheffieldvapeoutlet@gmail.com) Please provide your name and order number or your name and delivery or billing address.
- **13.2 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 return the goods by posting them back to us at 296, Ecclesall Road, Sheffield S11 8PE. Please either include the returns slip or a note with your name and order number or, if you can't find your order number, your name and address and the reason why you're returning the products. If you are exercising your right to change your mind you must send off the products within 14 days of telling us you wish to end the contract. We pay the cost of returns through Royal Mail. Please see our [returns page](#) for information on how to return the

products. **We will not be able to refund you the price of the products until we receive the returned products.**

- **13.3 How we will refund you.** We will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.
- **13.4 Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind, we may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. See our [returns page](#) for information about what handling is acceptable and examples. If we refund you the price paid before we are able to inspect the products and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.
- **13.5 When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then 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 evidence that you have sent the product back to us. For information about how to return a product to us, see clause 13.2.

#### **14. OUR RIGHTS TO END THE CONTRACT**

- **14.1 We may end the contract if you break it.** We may end the contract for a product at any time by writing to you if you do not, within a reasonable time, allow us to deliver the products to you or arrange collection of the products.

#### **15. IF THERE IS A PROBLEM WITH THE PRODUCT**

- a. **15.1 How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can do this by telephoning our customer service team at 01143271568, or emailing us at [sheffieldvapeoutlet@gmail.com](mailto:sheffieldvapeoutlet@gmail.com)
- b. **15.2 Summary of your legal rights.** We are 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.

- c. **15.3 Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products you must post them back to us. We will pay the costs of postage. Please see clause 13.2 on how to return the products to us.