



Terms & Conditions

WEBSITE TERMS AND CONDITIONS FOR USE. THESE TERMS AND CONDITIONS APPLY TO THE USE OF THIS WEBSITE AT www.caipora.co.uk BY ACCESSING THIS WEBSITE YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. USING THIS WEBSITE INDICATES THAT YOU ACCEPT THESE TERMS REGARDLESS OF WHETHER OR NOT YOU CHOOSE TO REGISTER WITH US OR ORDER FROM US. IF YOU DO NOT ACCEPT THESE TERMS, DO NOT USE THIS WEBSITE.

1. INTRODUCTION

1.1 You will be able to access areas of this Website without registering your details with us. Certain areas of this Website will only open to you if you register.

1.2 We may revise these terms and conditions at any time by updating this posting. You should check this Website from time to time to review the current terms and conditions, because they are binding on you. Certain provisions of these terms and conditions may be superseded by expressly designated legal notices or terms located on particular pages of this Website. If you do not wish to accept any new terms and conditions after we have given notice, you should not continue to use this Website.

2. LICENCE

2.1 Unless otherwise stated, the copyright and other intellectual property of our design rights - in our designs and products - are and will remain the property of Caipora and our licensors. Any infringement of these rights will be pursued vigorously. For the purposes of these terms and conditions, any use of extracts from this Website is prohibited. If you breach any of the terms in these terms and conditions, your permission to use this Website automatically terminates and you must immediately destroy any downloaded or printed extracts from this Website.

2.2 Any rights not expressly granted in these terms are reserved.

3. VISITOR MATERIAL AND CONDUCT

3.1 Other than personally identifiable information, which is covered under the Privacy, any material you transmit or post to this Website will be considered non-confidential and non-proprietary. We will have no obligations with respect to such material. We and our nominees will be free to copy, disclose, distribute, incorporate and otherwise use such material and data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.

3.2 You are prohibited from posting or transmitting to or from this Website any material:

a. that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience;

b. for which you have not obtained all necessary licences and/or approvals;

c. which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in the UK or any other country in the world; or

d. which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

3.3 You may not misuse the Website (including, without limitation, by hacking).

3.4 We will fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting any material in breach of clauses 3.2 or 3.3.

4. PRICING

4.1 Our prices include VAT.

4.1.1 -Orders delivered outside the EU will not be charged VAT.

4.2 Where we charge separately for packing, carriage and insurance and other relevant charges, the appropriate rates are set out in our specified pricing structure.

4.3 Our prices are reviewed periodically.

5. ORDERING FROM US

5.1 You are deemed to place an order with us via the PayPal process. As part of this process you will be given the opportunity to check your order and to correct any errors.

Purchasing

We will send you an order acknowledgement, detailing the products you have ordered.

5.2 We may refuse to accept an order:

- a. where goods are not available;
- b. where we cannot obtain authorisation for your payment;
- c. if there has been a pricing or product description error; or
- d. if you do not meet any eligibility criteria set out in our terms and conditions.

5.3 All items offered are subject to availability. To purchase any of the items, click the “Add to cart” button shown on each product page. When you place an order to purchase a product, the Supplier will send you an e-mail confirming receipt of your order and containing the details of your order. Your order represents an offer to the Supplier to purchase a product which is accepted by the Supplier when the Supplier sends e-mail confirmation to you that the Supplier has accepted your order or dispatched the product to you.

If an item is out of stock at the time of ordering and payment has been taken the Supplier shall offer you the choice an alternative item or a full refund.

The Supplier accepts payment by PayPal – please note that you do not need a Pay Pal account in order to pay for the goods. Alternatively you can send a cheque made payable to Caipora, 300 Chinook, Highwoods, Colchester, CO4 9UX. On the reverse of the cheque please write your home address and the cheque card number.

Risk and Ownership

Risk and ownership in the goods shall pass from the Supplier to you when the goods are delivered to the address specified by you when placing an order.

Delivery Times

Delivery charges are not included in the prices quoted and shall be payable by you.

The prices and delivery charges are payable by you in advance when you place an order with the Supplier.

Please allow **1-5 working days** from the date payment has cleared for delivery for your order. Cheques can take up to 10 working days to clear and therefore if you are paying by cheque please allow 15 working days for delivery from the date in which the Supplier received your cheque for items which are in stock.

Some items carry a **up to 4 weeks delivery**, the Supplier has these produced to order, so each item is made especially for you in Brazil. Once your payment has cleared the Supplier shall order each item which shall be made in Brazil. Once the goods have arrived in the UK (after the 4 weeks leadtime), the Supplier shall post them off to you via Royal Mail RECORDED First Class delivery, within 1-5 working days from the date the Supplier receives the goods.

Cheques can take up to 10 working days to clear and therefore your total time for delivery can therefore be up to 43 working days in total from the date your cheque is received by the Supplier if your item is listed as a up to 4 weeks leadtime.

If you require the items sooner, please get in contact to hello@caipora.co.uk and the Supplier will see if alternative arrangements can be made.

Time of delivery shall not be of the essence.

Upon placing the order, we will contact you to advise expected delivery leadtimes.

6. RETURN POLICY

If you wish to return your order:

6.1 You can return goods you have ordered from us for any justified reason at any time within 5 days of receipt for a full refund or exchange. The costs of delivery and returning goods to us shall be borne by you.

6.2 Upon receipt of the goods we will give you a full refund of the amount paid for the products or an exchange credit as required.

6.3 The rights to return the goods to us as referred to in clause 6.2 will not apply in the following circumstances: -

- a. in the event that the product has been used.
- b. to any products that we have made or customised specifically for you.

The provisions of this clause 6.3 do not affect your statutory rights.

7. SERVICE ACCESS

7.1 While we endeavour to ensure that this Website is normally available 24 hours a day, we will not be liable if for any reason this Website is unavailable at any time or for any period.

7.2 Access to this Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

8. LIABILITY

8.1 We, any other party (whether or not involved in creating, producing, maintaining or delivering this Website), and any of our group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with this Website in any way or in connection with the use, inability to use or the results of use of this Website, any websites linked to this Website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing this Website or your downloading of any material from this Website.

8.2 Nothing in these terms and conditions shall exclude or limit our liability for

a. death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977);

b. fraud;

c. misrepresentation as to a fundamental matter; or (iv) any liability which cannot be excluded or limited under applicable law.

8.3 If your use of material on this Website results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.

8.4 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 and conditions by you, or your use of this Website, or the use by any other person using your registration details.

9. DISCLAIMER

9.1 While we endeavour to ensure that the information on this Website is correct, we do not warrant the accuracy and completeness of the material on this Website. We may make changes to the material on this Website, or to the products and prices described in it, at any time without notice. The material on this Website may be out of date, and we make no commitment to update such material.

9.2 The material on this Website is provided “as is” without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, we provide you with this Website on the basis that we exclude all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for these terms and conditions might have effect in relation to this Website.

9.3 The Supplier shall not be liable for any loss of profits or business, depletion of goodwill, loss of contract or goods, loss of use or any indirect, consequential, pure economical loss, costs, damages, charges or expenses to you in respect of any breach in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Contract and arising in connection with the quality, fitness for purpose of the Goods.

9.4 Any claim whatsoever by you against the Supplier must be notified in writing to the Supplier;
(a) within 7 clear days in the event of damage, delay or partial loss of the Goods occurring before the Delivery Date;
(b) within 4 weeks of despatch of the Goods in the event of non-delivery; or
(c) within 4 weeks of the Delivery Date for any claims other than non-delivery or damage, delay or partial loss of the Goods occurring before the Delivery Date.

9.5 The Supplier shall not be liable in respect of any claim made by you where you have not complied with the time limits set out in the preceding paragraph except where you prove to the Supplier's satisfaction that it was not possible for it to comply with the preceding paragraph and that any advice (if any) it received was given to you as soon as was reasonably possible and the claim was made as soon as reasonably possible.

10. MISCELLANEOUS

10.1 You may not assign, sub-license or otherwise transfer any of your rights under these terms and conditions

10.2 If any provision of these terms and conditions is found by any court of competent jurisdiction to be invalid, the invalidity of that provision will not affect the validity of the remaining provisions which shall continue to have full force and effect.

10.3 Only the parties to these terms and conditions may seek to enforce them under the Contracts (Rights of Third Parties) Act 1999.

10.4 Force Majeure

The Supplier reserves the right to defer the date of delivery, to cancel the contract or to reduce the volume of the goods ordered by you (without liability to you) if it is prevented from or delayed in the carrying out its business of the order due to circumstances beyond the reasonable control of the Supplier including without limitation, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 60 days, you shall be entitled to give notice in writing to the Supplier to terminate the order.

11. GOVERNING LAW AND JURISDICTION

11.1 These terms and conditions shall be governed by and construed in accordance with English law. Disputes arising in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the English courts.

11.2 We do not warrant that materials/items for sale on the Website are appropriate or available for use outside the United Kingdom. It is prohibited to access the Website from territories where its contents are illegal or unlawful. If you access this Website from locations outside the United Kingdom, you do so at your own risk and you are responsible for compliance with local laws.