

Our terms

1. These terms

- 1.1 What these terms cover.** These are the terms and conditions on which we supply **products** to you, whether these are goods, services (which include digital design services) or digital content.
- 1.2 Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information.
- 1.3 Are you a business customer or a consumer?** In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:
- You are an individual; or
 - You are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

Provisions specific to consumers only are in **RED** and those specific to businesses only are in **BLUE**.

- 1.4 If you are a business customer this is our entire agreement with you.** If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

2. Information about us and how to contact us

- 2.1 Who we are.** We are Pyra Limited trading as GetrektLabs a company registered in England and Wales. Our company registration number is 10709425 and our registered office is at 8 Caroline Point, 62 Caroline Street, Jewellery Quarter, Birmingham, B3 1UF.
- 2.2 How to contact us.** You can contact us by writing to enquiries@getrektlabs.com or to our registered office, 8 Caroline Point, 62 Caroline Street, Jewellery Quarter, Birmingham, B3 1UF.
- 2.3 How we may contact you.** If we have to contact you we will do so by writing to you or via social media such as Facebook®, Instagram®, Twitter® and the like.
- 2.4 "Writing" includes emails.** When we use the words "writing" or "written" in these terms, this only includes emails and does not include any other forms of communication.

3. Our contract with you

- 3.1 How we will accept your order.** Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us. We may also accept your order by the delivery of an invoice via paypal.
- 3.2 If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.
- 3.3 If we take a deposit from you.** We may ask you to pay a deposit as a condition of us accepting or processing the order. As the products we provide are custom made and bespoke to you, deposits paid are non-refundable as we will incur certain costs and expenses when accepting your order.
- 3.4 If we ask you to pay for the product upfront.** Where the products are custom made or bespoke for you or where you require us to fulfil any order urgently we may ask you to pay for the products in full before we accept the order.
- 3.5 Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.
- 3.6 Fulfilling your order.** We may engage a fulfilment partner to fulfil your order and where we say in these terms the we will do something, or will not do something, this will apply equally to our fulfilment partner.

4. Digital Content

When purchasing digital content from us:

- (a) You will only have the non-exclusive right that content **for (if a consumer) your personal use (if a business) solely in connection with your business activities.**
- (b) You have no right to sell, transfer, use, copy or modify any of the digital content without our permission which should be requested in advance.
- (c) The use of digital content by you or any other person which is contrary to the rights granted to you under this clause 4 shall be treated by us as infringement of our intellectual property rights in the digital content and you or that other person shall be subject to legal action.

5. **Your rights to make changes**

If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change..

6. **Our rights to make changes**

6.1 **Minor changes to the products.** We may change the product:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements. We will do what we can to minimise the impact these changes might have on the products, or you use of them.

6.2 **More significant changes to the products and these terms.** In addition, as we informed you in the description of the product on our website, we may make the changes to these terms or the product. If we do so we will notify you and you may then contact us to end the contract before the changes take effect.

6.3 **Updates to digital content.** We may update or require you to update digital content, provided that the digital content shall always match the description of it that we provided to you before you bought it.

7. **Providing the products**

7.1 **Delivery costs.** The costs of delivery will be as displayed to you on our website.

7.2 **When we will provide the products.**

- (a) **If the products are goods.** If the products are goods we will deliver them to you as soon as reasonably possible;
- (b) **If the products are one-off services.** We will begin the services on the date agreed with you during the order process;
- (c) **If the product is a one-off purchase of digital content.** We will make the digital content available for download by you as soon as we accept your order.

7.3 **We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract after a delay of not less than 4 weeks and receive a refund for any products you have paid for but not received.

- 7.4 Digital content.** You are responsible for backing up any digital content purchased from us. We are under no obligation to replace any digital content that you have lost or that has been corrupted or damaged as a result of any computer, phone, tablet, hard drive, memory stick or other electronic device malfunction. You will need to re-order any digital content that you have lost and pay the price applicable. We do not guarantee that the digital content you have lost and wish to replace will always be available.
- 7.5 Delivery of Goods.** Delivery of goods to you will be fulfilled by our fulfilment partner which is Printful Inc. and is subject to their warehousing and fulfilment policy. You can find this policy here: <https://www.printful.com/policies/warehousing-fulfillment>.
- 7.6 When you become responsible for the goods.** A product which is goods will be your responsibility from the time we deliver the product to the address you gave us.
- 7.7 When you own goods.** You own a product which is goods once we have received payment in full.
- 7.8 What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the products to you, for example, a VAT number or a company registration order etc. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 10.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
- 7.9 Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product to:
- (a) deal with supply or technical problems or make minor technical changes;
 - (b) update the product to reflect changes in relevant laws and regulatory requirements;
 - (c) delays caused by our fulfilment partner or one of their suppliers;
 - (d) make changes to the product as requested by you or notified by us to you (see clause 6).
- 7.10 We may suspend supply of the products if you do not pay.** If you do not pay us for the products when you are supposed to (see clause 14.4) and you still do not make payment within 5 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. As well as suspending the products we can also charge you interest on your overdue payments (see clause 14.6).

8. Your rights to end the contract

8.1 If you want to end your contract with us. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing, when you decide to end the contract and whether you are a consumer or business customer:

- (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 12 if you are a consumer and clause 13 if you are a business;**
- (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 8.2;
- (c) **If you are a consumer and have just changed your mind about the product, see clause 8.3.** You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods;
- (d) **In all other cases (if we are not at fault and you are not a consumer exercising your right to change your mind),** you do not have the right to end the contract without our prior written consent.

8.2 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 (e) below the contract will end immediately and we will refund you in full for any products which have not been provided. The reasons are:

- (a) we have told you about an upcoming change to the product or these terms which you do not agree to (see clause 6.2);
- (b) 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;
- (c) there is a risk that supply of the products may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 90 days; or
- (e) you have a legal right to end the contract because of something we have done wrong.

8.3 Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013). If you are a consumer then for most products bought online 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.

8.4 When consumers do not have a right to change their minds. Your right as a consumer to change your mind does not apply in respect of:

- (a) goods embodying a logo you have uploaded to the website or asked us to design;
- (b) digital products after you have started to download or stream these;
- (c) services, once these have been completed, even if the cancellation period is still running;
- (d) bespoke designs;
- (e) products for which you have given final approval (e.g. for designs);
- (f) products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;
- (g) sealed audio or sealed video recordings or sealed computer software, once these products are unsealed after you receive them; and
- (h) any products which become mixed inseparably with other items after their delivery.

8.5 How long do consumers have to change their minds? If you are a consumer how long you have to change your mind depends on what you have ordered and how it is delivered.

- (a) **Have you bought services (for example, logo design)?** If so, you have 14 days after the day we email you to confirm we accept your order. However, once we have started to provide the services you cannot change your mind, even if the period is still running.
- (b) **Have you bought digital content for download or streaming (for example video content)?** if so, you have 14 days after the day we email you to confirm we accept your order, or, if earlier, until you start downloading or streaming. If we delivered the digital content to you immediately you will not have a right to change your mind.
- (c) **Have you bought goods (for example, clothing)?**, if so you have 14 days after the day you (or someone you nominate) receives the goods, **unless**:
 - (i) **Bespoke or custom goods produced for you embodying a design you have uploaded or we have created for you.** No right to cancel
 - (ii) **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.
 - (iii) **Your goods are for regular delivery over a set period.** In this case you have until 14 days after the day you (or someone you nominate) receives the first delivery of the goods.

9. How to end the contract with us (including if you are a consumer who has changed their mind)

9.1 Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:

- (a) **Email.** email us at [orders@getrektlabs.com]. Please provide your name, home address, details of the order, order number where applicable and, where available, your phone number and email address; or

9.2 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. Details of how to do this will be included with your delivery. **If you are a consumer exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.**

9.3 When we will pay the costs of return. We will pay the reasonable costs of return:

- (a) if the products are faulty or mis-described;
- (b) if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong; or
- (c) **if you are a consumer exercising your right to change your mind.**

In all other circumstances (including where you are a consumer exercising your right to change your mind) you must pay the costs of return.

9.4 How we will refund you. If you are entitled to a refund under these terms 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.

9.5 When we may make deduction from refunds if you are a consumer exercising your right to change your mind. If you are exercising your right to change your mind:

- (a) **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. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.**
- (b) **The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a**

higher cost, then we will only refund what you would have paid for the cheaper delivery option.

- (c) Where the product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

9.6 When your refund will be made. We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind then:

- (a) If the products are goods and we have not offered to collect them, 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 9.2.
- (b) In all other cases, your refund will be made within 14 days of your telling us you have changed your mind

10. Our rights to end the contract

10.1 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:

- (a) you do not make any payment to us when it is due and you still do not make payment within 5 days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example information necessary to provide a service;
- (c) you do not, within a reasonable time, allow us to deliver the products to you or collect them from us; or
- (d) you do not, within a reasonable time, allow us to supply the services.

10.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

10.3 We may withdraw the product. We may write to you to let you know that we are going to stop providing the product. If we have accepted your order for such a product in advance of our stopping the supply of the product we will refund any sums you have paid in advance for products which will not be provided.

11. If there is a problem with the product

How to tell us about problems. If you have any questions or complaints about the product, please contact us at the following email address: orders@getrektlabs.com

12. Your rights in respect of defective products if you are a consumer

- 12.1 If you are a consumer 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 products. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

If your product is **goods**, for example clothing, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

- a) Up to 30 days: if your goods are faulty, then you can get an immediate refund.
- b) Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- c) Up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

See also clause [8.3](#).

If your product is **digital content**, for example a mobile phone app, photograph or stock image, the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:

- a) If your digital content is faulty, you're entitled to a repair or a replacement.
- b) If the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back
- c) If you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation

See also clause [8.3](#).

If your product is **services**, for example branding, design and animation or illustration, the Consumer Rights Act 2015 says:

- a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.

b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.

c) If you haven't agreed a time beforehand, it must be carried out within a reasonable time.

See also clause 8.2.

12.2 Your obligation to return rejected products. If you wish to exercise your legal rights to reject products you must post them back. Details of how you can return products will be included with your delivery.

13. Your rights in respect of defective products if you are a business

13.1 If you are a business customer we warrant that on delivery any products which are goods shall:

- (a) conform in all material respects with their description and any relevant specification;
- (b) be free from material defects in design, material and workmanship; and
- (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

13.2 Subject to clause 13.3, if:

- (a) you give us notice in writing within 10 days of delivery that a product does not comply with the warranty set out in clause 13.1;
- (b) we are given a reasonable opportunity of examining such product; and
- (c) you return such product to us at our cost,
we shall, at our option, repair or replace the defective product, or refund the price of the defective product in full.

13.3 We will not be liable for a product's failure to comply with the warranty in clause 13.1 if:

- (a) you make any further use of such product after giving a notice in accordance with clause 13.2(a);
- (b) the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the product or (if there are none) good trade practice;
- (c) the defect arises as a result of us following any drawing, design or specification you have supplied to us;
- (d) you alter or repair the product without our written consent; or
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.

13.4 Except as provided in this clause 13, we shall have no liability to you in respect of a product's failure to comply with the warranty set out in clause 13.1.

13.5 [These terms shall apply to any repaired or replacement products supplied by us under clause 13.2.](#)

14. Price and payment

14.1 Where to find the price for the product. The price of the product or the manner in which the price for the product will be established will be the price indicated on the website. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause [14.2](#) for what happens if we discover an error in the price of the product you order.

14.2 Establishing the price for services. When we provide services, in particular design services, pricing is advertised on the website at a base rate. Depending upon the requirements of the services, the price for the services will vary. We will establish the price for the services when you make us aware of your requirements.

14.3 What happens if we got the price wrong? It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. If we accept and process your order where a pricing error has occurred we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

14.4 When you must pay and how you must pay. We accept payment with debit or credit card, PAYPAL® and other payment methods we determine from time to time. When you must pay depends on what product you are buying:

- (a) For **goods**, you must pay for the products before we dispatch them. We will not charge your credit or debit card until we dispatch the products to you.
- (b) For **digital content**, you must pay for the products before you download them.
- (c) For **services**, you must make an advance payment of 50% of the price of the services, before we start to provide them. We will invoice you for the balance of the price of the services upon the project being completed. Payment of the balance must be paid by you in full within 7 days of the project being completed or the date of the invoice raised in respect of that project, whichever is the earlier. [If you are a business customer requiring us to provide services, we may agree to invoice you whereupon all invoices shall be paid within 30 days.](#)

14.5 Our right of set-off if you are a business customer. If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

14.6 We can charge interest if you pay late. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after

judgment. You must pay us interest together with any overdue amount. Where we hold your card details, you hereby authorise us to charge your card with the amount of any interest arising in respect of a late payment.

- 14.7 What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

15. Our responsibility for loss or damage suffered by you if you are a consumer

- 15.1 We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

- 15.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; including the right to receive products which are: as described; of satisfactory quality; fit for any particular purpose made known to us; and supplied with reasonable skill and care.

- 15.3 When we are liable for damage caused by defective digital content.** If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

- 15.4 We are not liable for business losses.** If you are a consumer we only supply the products for to you for domestic and private use. If you use the products for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause **16**.

16. Our responsibility for loss or damage suffered by you if you are a business

- 16.1 Nothing in these terms shall limit or exclude our liability for:**

- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation; or

- (c) any matter in respect of which it would be unlawful for us to exclude or restrict liability.
- 16.2 Except to the extent expressly stated in clause 13.1 all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.
- 16.3 Subject to clause 16.1:
 - (a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
 - (b) our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total sums paid by you for products under such contract.
- 17. **How we may use your personal information**
- 17.1 **How we will use your personal information.** We will only use your personal information as set out in our privacy policy which you will find on our website.
- 18. **Other important terms**
- 18.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this..
- 18.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 18.3 **Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms
- 18.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms 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.
- 18.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

- 18.6 Which laws apply to this contract and where you may bring legal proceedings if you are a consumer.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts only..
- 18.7 Which laws apply to this contract and where you may bring legal proceedings if you are a business.** If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

Schedule 1 Model Cancellation Form for consumer customers

(Complete and return this form only if you wish to withdraw from the contract)

To Pyra Limited trading as GetrektLabs a company registered in England and Wales. Our company registration number is 10709425 and our registered office is at 8 Caroline Point, 62 Caroline Street, Jewellery Quarter, Birmingham, B3 1UF

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/for the supply of the following service [*,

Ordered on [*/received on [*,

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

© Crown copyright 2013.