



# Online terms and conditions of supply of goods and services (consumer)

## Our terms

### 1. These terms and definitions

- 1.1 What these terms cover.** These are the terms and conditions on which we supply the Kit and Renewal Services to you.
- 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 the Product to you, how we carry out the Services, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms please contact us to discuss.
- 1.3 Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
- 1.4 Finder:** the third party who finds the Goods and contacts us.
- 1.5 Goods:** your goods such as iPad, laptop, cases, etc that you have applied the Product to.
- 1.6 Handling Fee:** the fee for arranging the return of the Goods to you being £25.00 (excluding P&P).
- 1.7 Initial Services:** provision of online portal for you to register your details and arranging for the return of the Goods (if found and notified to us).
- 1.8 Kit:** the Product and the Initial Services.
- 1.9 Label:** the self-adhesive label aspect of the Product.
- 1.10 P&P:** the relevant postage and packaging costs as displayed on the Website or notified to you.
- 1.11 Product:** 2X A5 sheets of plastic tags and fobs and 2X sheets of self-adhesive labels total of 49 labels showing your unique serial number and Website login details and 9 connectors to tie tags onto luggage.
- 1.12 Renewal Services:** provision of online portal for you to register your details and arranging for the return of the Goods (if found and notified to us).
- 1.13 Services:** both the Initial Services and Renewal Services.
- 1.14 Website:** [www.zigtagz.com](http://www.zigtagz.com).

### 2. Information about us and how to contact us

- 2.1 Who we are.** We are Zigtagz Limited a company registered in England and Wales. Our company registration number is 11197269 and our registered office is at 10 Decimus Park Kingstanding Way Tunbridge Wells Kent TN2 3GP
- 2.2 How to contact us.** You can contact us by writing to us at [info@zigtagz.com](mailto:info@zigtagz.com) or 10 Decimus Park Kingstanding Way Tunbridge Wells Kent TN2 3GP.
- 2.3 How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 "Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

### 3. Our contract with you

- 3.1 How we will accept your order.** Our acceptance of your order for the Kit and/or Renewal Services will take place when we email you to accept it, at which point a contract will come into existence between you and us.
- 3.2 If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the Kit and/or Renewal Services. 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 are no longer able to provide the Services because we have identified an error in the price or description of the Kit and/or Renewal Services or because we are unable to meet a delivery deadline you have specified.
- 3.3 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.

### 4. The Kit and Renewal Services

- 4.1 The Kit.** When you receive the Product you will need to register your details online. How to do this is set out in a leaflet contained in the Kit and on the Website. We cannot provide the Initial Services until you have carried out the registration process. Please take care when completing the registration process to ensure data is inputted correctly. We will not be able to contact you to arrange return of the Goods if data is inputted incorrectly or not at all.
- 4.2 Initial Services.** The Initial Services will commence on the day you register your details on the Website and shall end 12 months from this date. The Initial Services are included within the Kit price.
- 4.3 Renewal Services.** If you wish to continue the Initial Services you will need to contact us before expiry of the Initial Services or Renewal Services (as applicable). Prior to expiry of the Initial Services or Renewal Services, we will contact you (if you have agreed to this during the order process) to ask if you would like to receive the Renewal Services.
- 4.4 Expiry.** On expiry of the Services we will delete all your data and your unique serial number will be deactivated. After which we will have no record of the information you have provided and will not be able to arrange the return of the Goods.
- 4.5 The Product may vary slightly from their pictures.** The images of the Product on the Website is for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your Product may vary slightly from those images.
- 4.6 Product packaging may vary.** The packaging of the Product may vary from that shown in images on the Website.
- 4.7 Adhesive nature of the Label.** The Label will permanently stick to any surface it is applied to. We strongly recommend you consider carefully what you are sticking the Label to and where on the Goods. We also recommend if you have any concerns about any damage the Label may cause, you either test a hidden area of the Goods to which you intend to stick the Label or use the alternative reusable plastic tie on labels and fobs. We do not accept any liability for damage caused by applying the Labels, see clause 13.4. We are not aware of any surface to which the Label will not stick but we cannot guarantee they will stick to every surface.
- 4.8 Returning the Goods by us.** When we are contacted by a Finder we will contact you to arrange the return of the Goods. We will make all necessary arrangements for the return of the Goods. We will agree with you in advance the P&P for which you are responsible for paying. We will not return the Goods until we have received the Handling Fee and P&P. We will aim to contact you within one Business Day of being contacted by a Finder to arrange the return of the Goods.
- 4.9 Returning the Goods by the Finder.** If you prefer (and consent to), and the Finder agrees, we will provide the Finder's details direct to you and provide the Finder with your details. You can arrange return of the Goods direct with the Finder. You will still be liable to pay us the Handling Fee before the Goods are returned. You will also have to pay the postage and packaging costs (if applicable) incurred by the Finder.

- 5. Your rights to make changes.** The Product and Services are standard and changes are not possible.

## 6. Our rights to make changes

### 6.1 Minor changes to the Product and Services. We may change the Product and/or Services:

- (a) to reflect changes in relevant laws and regulatory requirements for example changes to data protection law; and
- (b) to implement minor technical adjustments and improvements, for example to address a security threat. We will notify you if these changes will affect your use of the Product and/or Services.

### 6.2 Minor changes to these terms. We may make minor changes to these terms, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund.

### 6.3 Updates to registered details. In order to provide the Services, we may require you to update the information you have provided to us.

## 7. Providing the Kit and Renewal Services

### 7.1 Delivery costs. P&P will be as displayed on the Website. You are responsible for paying P&P in addition to the cost of the Kit. The Product will fit through a standard UK sized letter box.

### 7.2 International Delivery.

- (a) In addition to P&P, your order may be subject to import duties and taxes which are applied when the delivery reaches its destination. We will courier the Product utilising the optimum costs/speed/pick up available to us from the carrier. All packages will be listed at a nominal value of £5 as instructed by use to ease transit through border control and with standard carrier insurance which is typically £50.00 maximum. Please note that we do not have any control over these charges and we cannot predict their amount.
- (b) You will be responsible for payment of such import duties and taxes. Please contact your local customs office for further information before placing your order.
- (c) You must comply with all applicable laws and regulations of the country for which the Product is destined. We will not be liable or responsible if you break any such law.

### 7.3 When we will provide the Product and Services

- (a) **The Product.** We will dispatch the Product to you as soon as reasonably possible and in any event within 2 Business Days after the day on which we accept your order and we have received payment. We cannot guarantee the delivery date as delivery is carried out by a third party.
- (b) **Initial Services.** The Initial Services will begin on the day you register your details on the Website until expiry which is 12 months from this date or you end the contract as described in clause [8](#), or we end the contract by written notice to you as described in clause [10](#).
- (c) **Renewal Services.** We will begin the Renewal Services on the date the Initial Services or previous Renewal Services expire provided we have received payment for the same until expiry which is either 1, 3 or 5 years (depending on which length of services you have ordered) from that date or you end the contract as described in clause [8](#), or we end the contract by written notice to you as described in clause [10](#).

### 7.4 We are not responsible for delays outside our control. If our supply of the Product, delivery of the Services and/or return of the Goods is delayed by an event outside our control for example delays in the courier or postal services or internet downtime 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 of the Product you may contact us to end the contract and receive a refund for the Product paid for but not received.

### 7.5 When you become responsible for the Product. The Product will be your responsibility from the time we deliver the Product to the address you gave us.

### 7.6 When you own the Product. You own the Product once we have received payment in full.

- 7.7 What will happen if you do not give required information to us.** We need certain information from you so that we can supply the Product to you and carry out the Services, for example, you will need to follow the registration requirements which are sent with the Product and set out on the Website. We will not be responsible for supplying the Product late or not supplying the Services if this is caused by you not registering your details and/or notifying us of any changes in your details.
- 7.8 Reasons we may suspend the supply of the Product and Services to you.** We may have to suspend the supply of the Product and/or Services to:
- (a) deal with technical problems or make minor technical changes; and/or
  - (b) update the Product and Services to reflect changes in relevant laws and regulatory requirements.
- 7.9 Your rights if we suspend the supply of the Services.** We will contact you in advance to tell you we will be suspending supply of the Services, unless the problem is urgent or an emergency. If we have to suspend the Services for longer than two days we will adjust the price so that you do not pay while they are suspended. You may contact us to end the contract if we suspend it, or tell you we are going to suspend it, in each case for a period of more than two days and we will refund any sums you have paid in advance for the Kit and/or Renewal Services in respect of the period after you end the contract.
- 7.10 Your rights if we suspend the supply of the Product.** We will contact you in advance to tell you we will be suspending dispatch of the Product unless the problem is urgent or an emergency. If we have to suspend the dispatch of the Product for longer than two days we will adjust the price so that you do not pay while they are suspended. You may contact us to end the contract if we suspend it, or tell you we are going to suspend it, in each case for a period of more than two days and we will refund any sums you have paid in advance for the Kit in respect of the period after you end the contract.
- 8. Your rights to end the contract**
- 8.1 You can always 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 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 **11**.
  - (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 have just changed your mind about the Kit and Renewal Services, 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 the Product.
- 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 (d) below the contract will end immediately and we will refund you in full for the Kit which has not been provided and the Renewal Services and you may also be entitled to compensation. The reasons are:
- (a) we have told you about an upcoming change to the Kit and/or Renewal Services 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 Kit or Renewal Services you have ordered and you do not wish to proceed;
  - (c) there is a risk that supply of the Product may be significantly delayed because of events outside our control; or
  - (d) we have suspended supply of the Product and/or Services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 2 days.
- 8.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights are under the Consumer Contracts Regulations 2013.

8.4 When you don't have the right to change your mind. You do not have a right to change your mind in respect of the Kit if used, for example you have attached Labels to the Goods.

8.5 How long do I have to change my mind? How long you have depends on what you have ordered and how it is delivered.

(a) Renewal Services. If so, you have 14 days after the day we email you to confirm we accept your order.

(b) Kit. If so you have 14 days after the day you (or someone you nominate) receives the Kit.

## 9. How to end the contract with us (including if you have changed your 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 [info@zigtagz.com](mailto:info@zigtagz.com). Please provide your name, home address, details of the order and, where available, your phone number and email address.

(b) **Online.** Complete the form [www.zigtagz.com/cancellation](http://www.zigtagz.com/cancellation) on our website.

(c) **By post.** Print off the form [www.zigtagz.com/cancellation](http://www.zigtagz.com/cancellation) and post it to us at the address on the form. Or simply write to us at that address, including details of what you bought, when you ordered or received it and your name and address.

9.2 **Returning the Product after ending the contract.** If you end the contract for any reason after the Product has been dispatched to you or you have received it, you must return it to us. You must post the Product back to us at 10 Decimus Park, Kingstanding Way, Tunbridge Wells, Kent, TN2 3GP. If you are exercising your right to change your mind you must send off the Product 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 costs of return:

(a) if the Product is faulty or mis-described; and

(b) if you are ending the contract because we have told you of an upcoming change to the Product, Services 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.

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

9.4 **What we charge for collection.** If you are responsible for the costs of return and we are collecting the Product from you, we will charge you the direct cost to us of collection.

9.5 **How we will refund you.** We will refund you the price you paid by the method you used for payment. However, we may make deductions from the price, as described below.

9.6 **Deductions from refunds if you are 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 P&P) to reflect any reduction in the value of the Product, if this has been caused by your handling it in a way which has caused damage. If we refund you the price paid before we are able to inspect the Product and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

(b) The maximum refund for P&P will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of the 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) For the Renewal Service, we may deduct from any refund an amount for the supply of the Renewal 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.

9.7 **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:

- (a) For the Kit, 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 the Kit 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 the Kit and/or Renewal Services at any time by writing to you if you break it.
- 10.2 You must compensate us if you break the contract.** If we end the contract under clause **10.1** we will refund any money you have paid in advance for the Kit and/or Renewal Services we have not provided but we may deduct or charge you compensation for the net costs we will incur as a result of your breaking the contract.
- 10.3 We may withdraw the Kit and Renewal Services.** We may write to you to let you know that we are going to stop providing the Kit and/or Renewal Services. We will let you know at least one month in advance of our stopping the supply of the Kit and/or Renewal Services and will refund any sums you have paid in advance for the Kit and/or Renewal Services which will not be provided.

## 11. If there is a problem with the Kit and/or Renewal Services

- 11.1 How to tell us about problems.** If you have any questions or complaints about the Kit and/or Renewal Services, please contact us. You can write to us at [info@back2u.global](mailto:info@back2u.global) or 10 Decimus Park Kingstanding Way Tunbridge Wells TN2 3GP.
- 11.2 Summary of your legal rights.** We are under a legal duty to supply products that are in conformity with this contract. Nothing in these terms will affect your legal rights.
- 11.3 Your obligation to return rejected Product.** If you wish to exercise your legal rights to reject the Product you must post it back to us. We will pay the costs of postage. Please email us at [info@back2u.global](mailto:info@back2u.global) for a return label or to arrange collection.

## 12. Price and payment

- 12.1 Where to find the price for the Kit.** The price of the Kit (which includes VAT but excludes P&P and any import taxes and duties (see clause 7.2)) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the Kit and P&P advised to you is correct. However please see clause **12.4** for what happens if we discover an error in the price of the Kit and/or P&P.
- 12.2 Where to find the price for the Renewal Services.** The price of the Renewal Services (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the Renewal Services advised to you is correct. However please see clause **12.4** for what happens if we discover an error in the price of the Renewal Services.
- 12.3 We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the Product and/or start of the Renewal Services, we will adjust the rate of VAT that you pay, unless you have already paid for the Kit or Renewal Services in full before the change in the rate of VAT takes effect.
- 12.4 What happens if we got the price wrong.** It is always possible that, despite our best efforts, the Kit, P&P and/or Renewal Services may be incorrectly priced. We will normally check prices before accepting your order. Where the correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of the Product provided to you.

- 12.5 When you must pay and how you must pay.** We accept all credit and debit cards and Paypal. When you must pay depends on what you are buying:
- (a) For **the Kit**, you must pay for the Kit before we dispatch the Product. We will not charge your credit or debit card until we dispatch the Product to you.
  - (b) For **Renewal Services**, when you confirm you wish to receive the Renewal Services.
- 12.6 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.
- 13. Our responsibility for loss or damage suffered by you**
- 13.1 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.
- 13.2 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; for breach of your legal rights in relation to the Kit
- 13.3 We are not liable for business losses.** We only supply the products for domestic and private use. If you use the Product and/or Services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 13.4 Damage caused to the Goods.** We are not liable or responsible for any damage caused by the Label to your property and/or Goods however caused.
- 13.5 Goods not returned.** We do not guarantee that Goods will be returned to you and we are not liable for the cost of replacement of the Goods. We strongly recommend you insure all Goods.
- 13.6 Laws, standards and regulations outside the UK.** We do not warrant that the Product and/or Services will comply with the laws, regulations or standards outside the UK.
- 14. How we may use your personal information**
- 14.1 How we will use your personal information.** We will use the personal information you provide to us:
- (a) to supply the Product and/or Services to you;
  - (b) to process your payment for the Kit and/or Renewal Services;
  - (c) if you agreed to this during the order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us;
  - (d) to the Finder if you agree; and
  - (e) If you agreed to this during the initial order process for the Kit, to contact you to see if you wish to purchase the Renewal Services, but you may stop receiving these requests at any time by contacting us.
- 14.2 We will only give your personal information to other third parties where the law either requires or allows us to do so.**



## 15. Other important terms

- 15.1 We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 15.2 Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 15.3 If a court finds part of this contract illegal, the rest will continue in force.** Each of the clauses of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.
- 15.4 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 do not pay for the Renewal Services and we do not chase you but we continue to provide the Renewal Services, we can still require you to make the payment at a later date.
- 15.5 Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the Kit and/or Renewal Services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Kit and/or Renewal Services in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Kit and/or Renewal Services in either the Northern Irish or the English courts.