



# **Cherry Tree Card Company**

[www.cherrytreecardcompany.com](http://www.cherrytreecardcompany.com)

**RETURNS POLICY**

**VERSION 3**

**EFFECTIVE 23<sup>rd</sup> MAY, 2021**

## Returns Policy

### 1. Introduction

- 1.1 We understand that from time to time you may wish to return a product to us.
- 1.2 We have created this policy to enable you to return products to us in appropriate circumstances.
- 1.3 This policy shall apply to all our customers, irrespective of their geographical location.
- 1.4 This policy shall apply to all orders fulfilled by us, regardless of origin.
- 1.5 This Returns Policy document does not affect any statutory rights you may have as a consumer according to law in the United Kingdom (such as rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 or the Consumer Rights Act 2015) and is offered in addition to your statutory rights.
- 1.6 Further information about your legal rights in respect of any product purchased from us if you are a customer located in the United Kingdom can be found at - <http://www.gov.uk/consumer-protection-rights>

### 2. Returns

- 2.1 If you have no other legal right to return a product and receive a refund, replacement or exchange, then you will nonetheless be entitled to return a product to us and receive a refund in accordance with this policy if:
  - (a) we receive the returned product within 30 days following the date that the product was first delivered to the address provided to us at the time of purchase;
  - (b) the returned product is unused, in its original unopened packaging (with any seal or shrink-wrap intact), with any labels still attached, and otherwise in a condition enabling us to sell the product as new;
  - (c) you comply with the procedure set out in this policy in relation to the return of the product; and
  - (d) none of the exclusions set out in this policy apply.

### 3. Returns procedure

- 3.1 In order to take advantage of your rights under this policy, you must contact us **before** returning any product to obtain a Return Authorisation Number, and then send the product to us with a covering note quoting that number.
- 3.2 Products returned under this policy must be sent by a delivery service provider offering a tracking code and signed-for delivery to Cherry Tree Card Company, 43 Morar Avenue, Clydebank, West Dunbartonshire G81 2YE.
- 3.3 You will be responsible for paying postage costs associated with returns under this policy.

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- 3.4 You must provide us with a valid tracking code for each package you return to us. Details of each tracking code and expected date of arrival at our premises should be emailed to [admin@cherrytreecardcompany.com](mailto:admin@cherrytreecardcompany.com) within 24 hours of dispatch.

### 4. Exclusions

- 4.1 The following types of product may NOT be returned under this policy:
- (a) any products liable to deteriorate within the period of 90 days following dispatch;
  - (b) any product we have correctly made to your specification as provided by you prior to manufacture by us;
  - (c) any product we have correctly made to order for you;
  - (d) any product correctly personalised, customised or otherwise adapted for you or another person or persons, based on information you have provided to us prior to manufacture by us;
  - (e) any product, whether manufactured by us or manufactured by others and sold by us as a retailer and purchased from us more than one calendar year prior to return, or;
  - (f) gift vouchers or other vouchers for the purchase of goods or services provided by us.

### 5. Refunds, repairs and replacement

- 5.1 Once we receive any product returned in accordance with this policy we will acknowledge receipt of it to you.
- 5.2 We will inspect the returned product as soon as is practicable following receipt. If appropriate, we will notify you of the status of any refund, partial refund or offer of replacement to you after inspecting the product.
- 5.3 If we receive a product returned to us in accordance with this policy within 30 days of its original delivery to the address provided to us at the time of purchase AND you inform us that you wish to exercise your right to reject the product at the time you return it, we will -
- refund you the price you paid to us for that product, and;
  - for a product where you paid us a separate delivery charge (i.e. the cost of the product did not include delivery), refund you the original delivery charges relating to the returned product.
- 5.4 If we receive a product returned to us in accordance with this policy more than 30 days after but within six calendar months of its original delivery to the address provided to us at the time of purchase, we may attempt to repair the product or offer to replace it.

No replacements or exchanges offered under this policy will be dispatched to you until we have received the original product or products you are returning to us.

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If we cannot repair or replace the product in a reasonable time, (usually less than 30 days from us receiving the product), we will –

- refund you the price you paid to us for that product, and;
- for a product where you paid us a separate delivery charge (i.e. the cost of the product did not include delivery), refund you the original delivery charges relating to the returned product.

- 5.5 If we receive a product returned to us in accordance with this policy more than six calendar months after its original delivery to the address provided to us at the time of purchase, we may offer you a partial refund, depending on the nature of the product and its condition. Any partial refund that we may offer you will be at our sole discretion and any such offer made will be final.
- 5.6 For any product manufactured by us that is returned to us in accordance with this policy within six calendar months of its original delivery to the address provided at the time of purchase, we will refund you your reasonable costs incurred in returning the product to us only if we accept that the return was made correctly on the basis of a defect or defects in the product caused by us during manufacture.
- 5.7 For any product manufactured by others and sold by us as a retailer, you must return the product to us, NOT the original manufacturer.
- 5.8 For any product manufactured by others and sold by us as a retailer that is returned to us in accordance with this policy within six calendar months of its original delivery to the address provided at the time of purchase, we will refund you your reasonable costs incurred in returning the product to us only if we accept that the return was made correctly on the basis of the product being genuinely faulty.
- 5.9 We will usually refund any money due to you using the same method originally used by you to pay for your purchase.
- 5.10 If a refund or partial refund is to be made to you under this policy, we will process any payment due to you as soon as practicable and, in any event, within 30 days following the day we receive your returned product.
- 5.11 Refunds or partial refunds made to debit card or credit card accounts may take up to an additional 7 business days to appear in your account. These delays are outside of our control.

## 6. Improper returns

- 6.1 If you return a product in contravention of this policy, and you do not have any other legal right to any refund, exchange or replacement in respect of that product:
- (a) we will not refund the purchase price or exchange or replace the product;
  - (b) we may retain the returned product until you pay to us such additional amount as we may charge for re-delivery of the returned product to you; and
  - (c) if we do not receive payment of such additional amount for re-delivery of the returned product within 14 days of issuing a request for payment to you, we may

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destroy or otherwise dispose of the returned product in our sole discretion without any liability to you.

### 7. Our details

- 7.1 Our company and this website is owned and operated by LYNNE TODD WATSON T/A CHERRY TREE CARD COMPANY.
- 7.2 Our principal place of business is at 43 Morar Avenue, Clydebank, West Dunbartonshire G81 2YE.
- 7.3 You can contact us:
  - (a) by post, using the postal address given above;
  - (b) by telephone, on the contact number published on our website (<https://www.cherrytreecardcompany.com/contact-us/>) from time to time, or;
  - (c) by email, using the email address published on our website from time to time.