

OUR POLICIES

Terms of sale

1. Introduction

1.1 These Terms and Conditions of Sale ("Terms") are entered into between us and you and the sale of products ("Products") by us to you on this website (the "Website") are subject to these Terms.

1.2 Please make sure you have read these Terms carefully before ordering Products on the Website.

1.3 Every time before you order a Product on the Website, please check these Terms carefully to ensure you understand the terms which apply at that time. We may change these Terms and Conditions at any time in order to reflect changes in the law, to meet regulatory requirements or new industry guidance and codes of practice

2. Information About Us

2.1 Although the Website is operated by Fontem Ventures B.V., when you order a Product for purchase on our Website and, if your order is accepted by us, you will be contracting with Imperial Tobacco Limited, 121 Winterstoke Road, Bristol, England, BS3 2LL registered in England and Wales under company number 01860181 ("we", "our" or "us"). To contact us, please email us at support@blu.co.uk.

2.2 Our VAT registration number is GB216608614.

3. Products

The Products are as described on this Website and identified by you when you place an order. You should ensure that you have checked the Product description on the Website before placing your order. The Product may vary slightly from the image of the Product on the Website.

We are under a legal duty to supply goods that are in conformity with this contract.

4. How To Order

4.1 To purchase Products on the Website, you must be aged 18 years or over and have a postal address in the UK.

4.2 You may place an order as a guest or by opening an account with us except that, if you wish to subscribe to our Products, you will need to have an account in order to place an order for subscription. See clause 5 for further details.

4.3 You may place an order for a Product via our on-line order process on the Website. During the order process you will be asked to provide payment through the on-line payment facility. Your order will be submitted to us when you click on the "Buy with an obligation to pay" button at the end of the order process. Your order represents an offer to us to purchase a Product.

4.4 By placing an order, you authorise us to charge immediately your payment method for the purchase price and we are entitled to rely on your placing of an order as an instruction to us to take your payment.

4.5 After you place your order, we will confirm our acceptance by sending you an email to the email

address you have provided to us. Once we send you this confirmation email, a legally binding contract will be formed between you and us.

4.6 All Products shown on the Website are subject to availability. We will inform you by e-mail if the Product you have ordered is not available. If the Product is not available, but we have accepted your payment, we will give you a refund and the order will not be fulfilled.

4.7 When you place your order, you must have the authority to enter into a contract.

4.8 If you breach clause 4.1 or 4.7 of these Terms at any point prior to the delivery of any Product ordered by you, we will not deliver the Product to you and will refund all of the payment for the Product that we have received from you. We may however deduct from the amount received from you reasonable costs that we incur in handling the process in which case the amount that we refund will be reduced by such amount.

5. Subscription Service

5.1 You will need to create an account in order to purchase your chosen Product and the number of Products to be delivered to your postal address over a period of time ("Subscription").

5.2 If any problems arise with your account, the shipping address or payment method associated with your Subscription order that we are unable to resolve, we will notify you via e-mail asking you to resolve the problem. Your Subscription will be placed on hold and no additional orders will be processed or shipped until the problem has been resolved.

5.3 All returns under the Subscription shall be in accordance with clause 10 below.

5.4 Valid credit cards and payment via PayPal are the only payment method(s) accepted for Subscription.

5.5 The charge for each Subscription shipment will be billed to the credit card or PayPal account used to create your Subscription or as otherwise directed by you. If we are unable to complete your Subscription order with the payment method you used to create your subscription, the Subscription will be stopped.

5.6 Your Subscription will remain in effect until it is cancelled by you. You may terminate your Subscription on site in 'My account>Orders'. If we receive your request to terminate the Subscription after dispatching any Product as part of the Subscription, you may return the Product that is delivered after you have submitted your request to cancel the Subscription not later than 14 days of receiving the Product concerned. If returned unsealed, we will reimburse to you the price paid for the Product so returned and the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered to us). We will make the reimbursement using the same means of payment as you used for the initial transaction. We may withhold reimbursement until we have received the returned Product. We may make a deduction from the reimbursement for loss in value of the Product, if the loss is the result of unnecessary handling by you. You are only liable for any diminished value of the Product resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the Product.

6. Prices

6.1 All prices are in pounds sterling and include VAT. Delivery charges will be indicated to you at the time of ordering and will be added to the price of the Product when you place your order.

6.2 The price of a Product is as published on the Website when you place your order on the Website. Prices are subject to change without notice at any time, but changes will not affect any order that has previously been placed by you. However, if the rate of VAT changes between the

date of your order and the date of our acceptance of the order, we will adjust the VAT you pay, unless you have already paid for the Products in full before the change in VAT takes effect.

7. How To Pay

7.1 You may pay for the Product using the payment method that we will accept as indicated on the Website from time to time.

7.2 We will request authority for payment from your card when you place your order. If we fail to receive authority for your payment, or if we reasonably believe that payment will be refused, we reserve the right to reject your order.

8. Delivery & Postage

8.1 Delivery of a Product will only be made to postal addresses provided by you in England, Scotland and Wales. Please note that we do not deliver to PO Boxes.

8.2 All Products that you order will be dispatched via a delivery service at the cost indicated to you on the Website when you place an order.

8.3 We will indicate our estimated dispatch timings on the Website. Please note that the dispatch timings indicated on the Website are estimates only: they are not guaranteed times and should not be relied on as such. Once we accept your order, we will send you an email confirming when your Product has been dispatched.

8.4 If we accept your order, we will deliver your Product by no more than 30 days after entering into a contract with you. If you have not received your Product within 10 working days of our estimated delivery date set out in our confirmation, please notify us and we will resend your order to you at no additional cost.

8.5 You will own the Product once it is delivered to you.

9. Your right to return and cancel

9.1 You have the right to cancel this contract within 14 days without giving any reason. However, due to hygiene reasons, your right to cancel ceases once the Product is unsealed after delivery.

9.2 The cancellation period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you, acquires, physical possession of the goods.

9.3 To exercise the right to cancel, you must inform us of your decision to return and cancel this contract by a clear statement by email: support@blu.co.uk or call us on +44 (0) 800 0149 355.

9.4 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

9.5 Please keep a copy of your cancellation notification and the date of sending the notification to us for the record.

10. Effect of return and cancellation

10.1 If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered to us).

10.2 We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.

10.3 We will make reimbursement without undue delay, and not later than:

- 14 days after the day we receive back from you any goods supplied, or
- (if earlier) 14 days after the day you provide evidence that you have returned the goods, or
- If there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.

10.4 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise, in any event, you will not incur any fees as a result of the reimbursement. We may withhold reimbursement until we have received the goods back.

10.5 You shall send back the goods or hand them over to us without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired. We will bear the cost of returning the goods.

10.6 You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

11. Complaints & Returning Faulty Products

11.1 Please contact us by using the contact details set out in clause 2.1 if you have any complaints about the Product. We aim to respond to any complaints as far as possible within 14 days of receiving the complaints.

11.2 In the event that the Product delivered to you is damaged or defective, please contact us as soon as possible using the contact details contained in clause 2.1 above. We will provide you with an address to which the Product must be returned free of charge.

11.3 Upon our receipt of the returned Product, we reserve the right to inspect the Product to determine whether it is defective or not.

11.4 If the Product is defective, you may ask for a replacement of the Product. If however it is not possible or disproportionate to replace the Product, we will offer you a full refund of the price of the Product (including any additional delivery charges or costs paid by you when you placed the order).

11.5 Once we confirm that you are entitled to a refund, we will aim to process your refund as soon as possible and, at the latest within 14 days of confirming that you are entitled to a refund. You will receive your refund to the credit or debit card that you used to pay.

12 Opening Your Account

12.1 In order to apply to create an account, please follow the instructions on the Website. It will be at our sole discretion as to whether we accept your application to create an account.

12.2 You must be aged 18 years or over with a UK registered postal address to create an account on the Website.

12.3 Only one account may be opened per individual user.

12.4 You will be asked to provide information including your name, email address, postal address and mobile phone number when creating your account. Your email address will be used to identify you when you use the Website. We reserve the right to terminate your account in the event that you provide an invalid email address. We accept no responsibility for orders that are not received as a result of an incomplete or incorrect address being provided. You agree that such information is true, accurate and complete and that you will notify us immediately if any part of this information changes.

12.5 You will also need to provide a password in order to access your account. You are entirely responsible for maintaining the confidentiality of your password and you will be responsible for any damage or losses caused by unauthorised access resulting from your failure to keep your password secure. We encourage you to use a "strong" password (including a combination of numbers and letters). You agree to notify us immediately in the event of any unauthorised use, or suspected unauthorised use of your password or account.

13. Cancelling Your Account

13.1 We may temporarily suspend or cancel your account at any time and for any reason without notice.

13.2 You may cancel your account at any time and for any reason by contacting us by email at the address set out in clause 2.1 above. We may ask you to provide proof that you are the account holder.

14. Data Protection

14.1 Any personal data that you provide to us on our Website will only be used in accordance with these Terms and our Privacy Policy. Please ensure that you have read our Privacy Policy before proceeding.

14.2 By providing your personal data to us you are consenting to its use in accordance with these Terms and our Privacy Policy.

15. Liability

15.1 You agree that neither you nor us (including our parent, subsidiaries, affiliates, officers, directors, agents and employees) will be liable (i) for losses that were not foreseeable when the contract was formed, (ii) for losses that were not caused by any breach on our part, or any increase in loss or damage resulting from breach by you of any term of the contract (iii) in the circumstances described in clause 16 below and (iv) for business losses arising out of or in connection with these Terms, other than the circumstances described in clause 16.2 below.

15.2 Nothing in these Terms limits or excludes either party's liability for fraudulent misrepresentation, for death or personal injury resulting from the party's negligence or the negligence of our agents or employees.

16. Force Majeure

16.1 We will not be liable in any way for loss, damage or expense that you incur arising directly or indirectly from any failure or delay in performing any of our obligations under these Terms caused by any circumstances beyond our control, which include but are not limited to vandalism, accident, break down or damage to machinery or equipment, fire, flood, acts of God, strike, lock-out or other industrial disputes (whether or not involving our employees) or legislative or administrative interference.

16.2 If such circumstances occur that affects our performance of our obligations to you, we will contact you as soon as reasonably possible to notify you and our obligations will be suspended and the time for performance of our obligations will be extended for the duration of those circumstances. Where the delivery of Products to you is affected, we will arrange a new delivery date with you.

17. Miscellaneous

17.1 If any of these Terms is held by any court of competent authority to be unlawful, invalid or unenforceable, in whole or in part, this will not affect the validity of the remaining Terms which will continue to be valid and enforceable.

17.2 If we fail to insist that you perform any of your obligations under these Terms, or if we delay or do not enforce our rights against you, this does not mean that we have waived our rights against you and does not mean that you do not have to perform your obligations.

17.3 This contract is entered into between you and us. Except for any company within our group, no other person may enforce any of these terms by virtue of the Contract (Rights of Third Parties) Act 1999.

17.4 We will send notices and other communications to you at the e-mail address and/or mobile number you have provided to us. You must send all notices and other communications to us by post or by email to the address or email address set out in clause 2.1. Any notices sent by e-mail or via the "Contact Us" form will be deemed to have been received 24 hours after the time sent by the sender. Any notices sent by first class post will be deemed to have been received on the next working day. Any notices issued by us that appear on our Website will be deemed to have been received when you next use the Website, unless expressly stated otherwise.

17.5 These Terms, its subject matter and its formation, are governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction. If you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

Read or download our [Terms of Sale](#) here.

- **Any *myblu* promotional offer ("the Offer") is subject to our terms of sale (see above) and the following additional terms:**
 1. The Offer ends at 23:59 on the promotion end date specified on your voucher. After this date, the voucher code needed to redeem the Offer will become invalid. We will reject any orders that are submitted using an invalid voucher code after the promotion end date specified on your voucher.
 2. Unless otherwise stated on your voucher, the Offer is limited to one purchase per customer.
 3. Unless otherwise stated on your voucher, the Offer is only available to individual consumers in the UK who are purchasing the product for personal use. For the avoidance of doubt, we reserve the right to reject any order submitted in connection with this Offer if we reasonably suspect that you are not a bona fide consumer, for example if we suspect that you (or anyone connected with you) are:
 - (a) using a false name and/ or address in order to make more than one purchase;
 - or
 - (b) attempting to take advantage of the Offer for commercial gain by re-selling *myblu* products purchased as part of this Offer.
 4. All orders submitted in connection with this Offer are subject to availability. Please note that if we experience a very high level of demand for the Offer, anticipated delivery times may take longer than usual.
 5. We reserve the right to amend or vary the terms of the Offer (including the end date) if, for reasons outside of our control, we are unable to continue the Offer on these terms.
 6. If there is an inconsistency between any of the provisions of these additional terms, the Offer and our terms of sale respectively, the provisions of these additional terms shall prevail in preference to the Offer and our terms of sale, and the provisions of the Offer shall prevail over the provisions of our terms of sale.