

RBS Pigbybank

Terms of Sale



TERMS OF SALE

These Terms and our website Terms and Conditions of Use set out the basis on which The Royal Bank of Scotland plc whose registered office is at 36 St Andrew Square, Edinburgh EH2 2YB (“**RBS**”, “**us**”, “**we**” or “**our**”) will sell the Pigbybank (the “**Product**”) available on our website at www.rbs.co.uk/buypigby (“**the Pigby Page**”).

When you place an order, you offer to buy a Product from us. If we choose to accept your offer, this will create a contract between you and us for the sale of the Product to you, subject to these Terms and receipt of your payment.

Please read these Terms and the other terms and conditions referred to above carefully before ordering a Product from our website. By ticking the box, you confirm that you accept and agree to be bound by these Terms.

You should print a copy of these Terms or save them to your computer for future reference.

We may withdraw the Product from sale at any time.

1 ORDERING PROCESS

- 1.1 To place an order for one or more Products, follow the instructions on our website. Your order will be placed when you click the “Submit” button on the www.rbs.co.uk/buypigby page.
- 1.2 We may refuse any order. In particular, we may refuse an order if we believe that the Products ordered are to be re-sold or used for any other commercial purpose.
- 1.3 After you have placed your order, you will receive an onscreen acknowledgement confirming that we have received your order.
- 1.4 Once your payment has been processed, we will send you an email confirming this (“**Payment Confirmation**”). The contract between you and us will only be formed when your order has been accepted, your payment has been processed and you receive the Payment Confirmation.

2 THE PRODUCT

- 2.1 Although we have made every effort to show accurate details of the Product on the website, the descriptions and images provided are for illustration purposes only and slight variations may occur. Any sizes quoted are approximate. We cannot guarantee that your computer’s display will show the colours of the Product accurately.
- 2.2 The Product shown on our website is subject to availability and we may withdraw it from sale at any time without notice. If there is a higher than expected demand for the Product, you may experience a delay in processing and delivering your order. We shall make reasonable efforts to process and fulfil your order as soon as we reasonably can, but we shall not be held responsible or liable for any delays caused by high demand.
- 2.3 If a Product is marked “out of stock” on our website you will not be able to place an order. In exceptional circumstances, if a product is not marked “out of stock” but is unavailable, your payment may still be processed but if that happens we will contact you: (i) to let you know that the Product is currently unavailable; and (ii) to offer you a refund for the purchase price of the Product.
- 2.4 The Product is not suitable for any children under the age of 3 years old.

3 PRICE OF THE PRODUCT AND DELIVERY CHARGES

- 3.1 All prices quoted on our website for the Products are in Pounds Sterling. We take reasonable care to ensure that the price of the Product is correct. Prices for our Products may change from time to time.
- 3.2 The price of the Product includes the delivery charges and VAT (where applicable). Our VAT number is GB 243852752.
- 3.3 If the price of the Product you have ordered has been wrongly stated on our website, we will write to you to let you know and give you the option of continuing to purchase the Product at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you gave us during the order process, we will treat the order as cancelled. Please note that if the pricing error is obvious and could have reasonably been recognised by you as a mispricing, we do not have to provide the Product to you at the incorrect (lower) price.

4 HOW TO PAY

- 4.1 You may pay for the Product using the following methods:
- Visa Credit;
 - Visa Debit;
 - Maestro;
 - Visa Electron;
 - MasterCard; and
 - American Express.
- 4.2 If you pay by credit or debit card, the following conditions will apply:
- 4.2.1 we will not be liable to you or to anyone else if payment is refused or declined by the credit/debit card supplier for any reason; and
- 4.2.2 if the card supplier declines payment, we will tell you that this has happened and will terminate our contract with you unless we receive payment by another method.
- 4.3 We will not deliver the Product to you until we have received payment in full.

5 DELIVERY

- 5.1 When we receive your order and payment of the purchase price, we will dispatch your Product to you via post. No other delivery options are available.
- 5.2 We will only deliver the Product to addresses within the UK.
- 5.3 We aim to deliver your Product to you within 28 days of the date we receive your payment. The Products will be your responsibility when we have delivered them to the address you gave us when you placed your order.
- 5.4 If you do not receive your Product within 28 days of the date we receive your payment, please contact our Helpline number which is provided in section 13.

6 YOUR CANCELLATION AND REFUND RIGHTS

- 6.1 You may cancel your order starting from the day you receive the Payment Confirmation and ending seven (7) working days from the day after you receive the Product. This means that if, within that time, you change your mind or for any other reason, you decide you do not want to keep a Product, you can tell us you want to cancel the contract and receive a refund. Working days excludes Saturdays, Sundays and public holidays. Advice about your right to cancel the contract is available from your local Citizens' Advice Bureau or Trading Standards office.
- 6.2 To cancel a contract, you may call our Helpline number which is provided in section 13.
- 6.3 If you have cancelled your contract and the Product is delivered to you, you must return the Product to us within 10 working days after the date you received the Product. Please send the Product, along with your proof of purchase/sales invoice, to: RBS First Saver, Returns Department, Department 9129, Sunderland SR9 9XZ.
- 6.4 Products must be returned as set out in section 8.
- 6.5 If you cancel the contract between us and return the Product, you will receive a full refund of the price you paid for the Product unless you have used the Product or failed to take care of it (see paragraph 7.3 below). Your refund will be credited to the credit or debit card that you used to pay us.

7 FAULTY PRODUCTS

- 7.1 If you return a Product to us because it is faulty, damaged or mis-described, we will refund the price of a defective Product in full and any reasonable costs you incur in returning the item to us.
- 7.2 You should return the Product to us within 21 days of receiving it following the instructions on our website and providing details of the fault. Subject to availability we will aim to provide you with a replacement within 28 days.
- 7.3 If a fault in a Product is caused by accident, neglect, misuse or normal wear and tear, it may not be returned to us. In such circumstances we will have no liability to you.
- 7.4 We do not offer a repair service in relation to the Product.

8 RETURNING PRODUCTS TO US

- 8.1 You can only return Products to us by post to RBS First Saver, Returns Department, Department 9129, Sunderland SR9 9XZ.
- 8.2 Returned Products must be unused and in their original, undamaged packaging. It is your responsibility to take reasonable care of the Products while they are in your possession. We may withhold some of the refund value of the returned Products if the Products or packaging is in such a condition that the Products are not fit for resale (unless you have previously told us that the Product is faulty).
- 8.3 Unless the Product is faulty or not as described you must pay the cost of returning the Product to us.
- 8.4 We recommend that you use secure packaging and an insured delivery method such as Royal Mail Special Delivery as the Product will be your responsibility until received by us. You should obtain proof of posting.

9 OUR LIABILITY

- 9.1 If we do not comply with these Terms, we will be responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if you and we were aware that it was a possible consequence of any failure by us to comply with the Terms at the time we entered into the contract.
- 9.2 We only supply the Product for domestic and private use. You agree not to use the Product for any commercial, business or re-sale purposes. We will not be liable to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 9.3 We do not in any way exclude or limit our liability for death or personal injury or fraud, and these Terms will not limit any rights you have under UK consumer protection laws.
- 9.4 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a contract that is caused by circumstances beyond our reasonable control.

10 COPYRIGHT AND TRADE MARKS

The copyright, trade mark and other intellectual property rights in the Product are either solely owned by us, or are owned jointly by us and Aardman Animations Limited, or are used by us under exclusive licence from Aardman Animations Limited.

11 OUR RIGHT TO VARY THESE TERMS

- 11.1 We may change these Terms for future sales.
- 11.2 Every time you order a Product from us, the Terms in force at that time will apply to the contract between you and us.

12 OTHER IMPORTANT TERMS

- 12.1 We may transfer our rights and obligations under our contract with you to another organisation, but this will not affect your rights or our duties under these Terms.
- 12.2 This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 12.3 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 12.4 If we waive any of our rights, it does not mean that you do not have to comply with that obligation nor that we will waive that right in future.
- 12.5 These Terms are governed by Scots law. This means a contract for the purchase of Products through our website and any dispute or claim arising out of or in connection with it will be governed by Scots law. You and we both agree to that the courts of Scotland will have non-exclusive jurisdiction.
- 12.6 These terms are available in English only.

13 CONTACT US

- 13.1 If you need to contact us, please call our Helpline number on 0345 1130 100. You can reach us Mon – Fri 9am – 5pm and Sat 10am – 1pm except public holidays.