

TERMS AND CONDITIONS (BURNS PUPPY CLUB)

Our aim and mission is to give members a unique experience and support them on one of the most exciting experiences...having a puppy! We want to support owners so that they can do their best to make sure their pup is happy and healthy and gets the best start in life.

This document (**'Terms and Conditions'**) sets out what you can expect when you sign up to the Burns Puppy Club and pay the requisite fees. It is a really important document, so please read it. By signing up to the Burns Puppy Club and paying the requisite fees you are agreeing to these Terms and Conditions.

1. Who are we, how can you get in contact with us and how do we contact you?

- a) Burns Puppy Club is promoted by Burns Pet Nutrition Ltd, a company incorporated in England and Wales with company number 04181441, whose registered office address is 99 Ferry Road, Kidwelly, Carmarthenshire, SA17 5EJ (**'Burns'**). Our registered VAT number is 5581344334.
- b) You can get in contact with us in the following ways:
 - i. By post: at the above address
 - ii. By phone: 0808 301 2773
 - iii. By email: marketing@burnspet.co.uk
- c) 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 when you signed up to Burns Puppy Club.

2. Who can sign up to Burns Puppy Club and how long will it last?

- a) Burns Puppy Club is available to owners aged 18 and over whose puppy is aged 9 months or less at the time of signing up to the Burns Puppy Club.
- b) Once purchased, the membership will last until the puppy is 12 months old when the membership will then automatically come to an end. This means that membership is a "limited time" membership which is based on the age of your puppy and not when you sign up to Burns Puppy Club.
- c) At the moment, Burns Puppy Club is only available to those who live on the mainland of Great Britain. Those who live in Northern Ireland and the Scottish Highlands postcode areas are not eligible to join.
- d) Signing up to Burns Puppy Club is limited to one sign-up per household.

3. What do you get when you sign up to Burns Puppy Club?

When you sign up to the Burns Puppy Club and pay the requisite fees (see section 5 below for details) you will be provided with the following (RRP for food and products is £53.00):

- ✓ ***One 2kg bag of Burns puppy food.*** You can choose the type of food that you will receive at the point of signing up to Burns Puppy Club. You can find out more about when we will

send you this food in section 4 below. Depending on stock availability, you may receive a comparable food to the dog food that you requested as part of the sign-up process.

- ✓ **Two 2kg bags (so 4kg in total) of Burns adult dog food.** The type of adult dog food that will be sent will follow on from the type of puppy food that you selected at the point of signing up to the Burns Puppy Club, unless we agree otherwise in writing. You can find out more about when we will send you this food in section 4 below. Depending on stock availability, you may receive a comparable food to the dog food that you requested as part of the sign-up process.
- ✓ **Exclusive Burns Puppy Club membership offers** which will be sent to you by email and/or post;
- ✓ **Expert nutritional advice tailored to your puppy's age / breed size** (upon your request) which you can access either over the phone, by webchat or email. The nutritional advice given will be dependent on the information that you give us and will be generic advice according to the age / breed size of your puppy, as opposed to being specific advice relating to any particular breed / any medical issues your puppy may have;
- ✓ **Regular emails full of handy hints and tips** for looking after your pup which will include general advice on feeding your puppy from our nutritionists;
- ✓ **A personalised email journey until your puppy reaches 12 months old.** This means that over the course of your membership, we will send you information relevant to the age and breed size of your puppy and relevant offers and promotions according to the stage of your puppy's life. For example, around the time your toy breed size puppy turns 9 months old, we may send you an email with general information relevant to the typical 9-month-old toy breed size puppy and offers / promotions relevant to a typical 9-month-old puppy.
- ✓ [More goodies than you can shake a stick at]

4. When will we send you the puppy / dog food referred to in section 3 above?

When we will send you the dog food referred to in section 3 above will depend on the breed size of your puppy. We have set this information out in the table below:

Size / Breed of Dog	Type of food	When food will be sent by Burns
All sized breeds	Burns <u>puppy</u> food	We will send you one 2kg bag of Burns puppy food within 30 days after the day on which you successfully signed up to the Burns Puppy Club**
Toy and small breeds*	Burns <u>adult dog</u> food	We will send you 2 x 2kg bags (4kg in total) of Burns adult dog food around the time your dog turns 9 months old**
Standard size breeds*	Burns <u>adult dog</u> food	We will send you 2 x 2kg bags (4kg in total) of Burns adult dog food around the time your dog turns 9 months old**
Large and giant breeds	Burns <u>adult dog</u> food	We will send you 2 x 2kg bags (4kg in total) of Burns adult dog food around the time your dog turns 12 months old**

* If you have a toy / small breed dog or a standard size breed dog and sign up to Burns Puppy Club when your puppy is 9 months old, you will receive the puppy food initially and the adult dog food will follow around the time your puppy turns 10 months old.

** Delivery of the dog food within a certain time period shall not be an essential part of these Terms and Conditions. Please see section 5 below regarding postage charges.

5. How much does it cost to sign up to Burns Puppy Club? Important please read

- a) You will need to pay £9.99 to sign up to the Burns Puppy Club and receive the benefits set out above.
- b) In addition, you will also need to pay for the cost of delivering the third bag of dog food to you. Burns will meet the cost of delivering one bag of puppy food and one bag of adult dog food only. If you do not meet the cost of delivering the third bag of dog food for you, you will not receive it.
- c) Carriage charges can be viewed in the Burns web shop when you are logged in at www.burnspet.co.uk/dog-food/ (at basket, the delivery amount is noted).

6. We need certain information from you – important please read

We need certain information from you. For example:

- (i) to be able to calculate when to deliver the Burns adult dog food and what information is relevant to your puppy's development, we need to know your pup's date of birth;
- (ii) to be able to deliver the Burns dog food to you we will need to have your name and delivery address;
- (iii) to be able to supply the electronic information referred to in section 3 we will also need to have your email address.

If you do not supply us with this information and any other information that we may need, we will try to get in contact with you to request the information using the contact details that we have for you. Should we not be able to get in contact with you, we may either end your membership of the Burns Puppy Club 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 dog food / electronic information referred to in section 3 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. Other important things that you need to know

- a) Offers and promotions (including vouchers and discounts) that are sent to you as part of the Burns Puppy Club are non-transferable – they are personal to you so they cannot be used by anyone else.
- b) Offers and promotions for products will be “one-off codes” that can only be redeemed once on the Burns website.
- c) Offers and promotions may only be available for a limited period (usually one month). Where this is the case we will include this information in the email sending the offer / promotion.
- d) Promotional items may vary depending on stock availability.
- e) Our products may vary slightly from their pictures on our website. The images of the products on our website are 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.
- f) The packaging of products may vary from that shown in images on our website.
- g) Burns reserves the right to withdraw any offers and promotions at any time without prior notice.
- h) If you purchase goods from our online store (whether as part of a Burns Puppy Club promotion / offer or not), your purchase will be subject to our standard terms and conditions of sale. You can find our standard terms and conditions of sale here: <https://burnspet.co.uk/app/uploads/2020/04/OnlineDirectBurnsSales-TCs2020.pdf>
- i) Burns and its licensors retain ownership of all intellectual property rights in and to all branding, trademarks, promotional material and content used in connection with the Burns Puppy Club.

- j) **How to tell us about problems.** If you have any questions or complaints about Burns Puppy Club, please contact us. You can telephone our customer service team at 0808 301 2773 or write to us by email at marketing@burnspet.co.uk and / or by post at Burns Pet Nutrition Ltd, 99 Ferry Road, Kidwelly, Carmarthenshire, SA17 5EJ.

8. When does the Puppy Club contract begin & what happens if you change your mind (your rights under the Consumer Contracts Regulations 2013) – important please read:

- a) The Puppy Club contract between you and Burns will only come into existence when we email you to confirm that we have received your sign-up request and requisite fees and that we have accepted your order (**Confirmation Email**).
- b) Subject to the paragraph immediately above, by signing up to Burns Puppy Club and paying the requisite fees, you are giving Burns your express consent to start supplying the Burns Puppy Club membership benefits to you as set out in Section 3 of these Terms and Conditions (**Membership Benefits**) during the Cancellation Period (as defined below).
- c) If after signing up, you change your mind about joining Burns Puppy Club, under the Consumer Contracts Regulations 2013 you have 14 days after the day we emailed you the Confirmation Email to tell us that you have changed your mind (**Cancellation Period**). However, once we have completed supplying the Membership Benefits to you, you cannot change your mind, even if the Cancellation Period is still running. If you cancel after we have started supplying the Membership Benefits to you, you must pay us for the services provided up until the time you tell us that you have changed your mind. This may include among other things the cost of posting any puppy food / other gift items to you.
- d) You can tell us that you have changed your mind by phoning us on 0808 301 2773, by emailing us at marketing@burnspet.co.uk or by writing to us at Burns Pet Nutrition Ltd, 99 Ferry Road, Kidwelly, Carmarthenshire, SA17 5EJ. Alternatively, you can print and send the cancellation form (set out at the bottom of these Terms and Conditions) to us by email or post using our contact details set out in this paragraph.
- e) We will refund you the joining fee you paid on signing up to Burns Puppy Club by the method you used for payment. Your refund will be made within 14 days of your telling us that you have changed your mind.
- f) Nothing within these Terms and Conditions affects your statutory rights, including without limitation your legal rights as a consumer in relation to goods that are faulty or not as described.

9. Cancellation outside the Consumer Contracts Regulations 2013

- a) In addition to your cancellation rights under the Consumer Contracts Regulations 2013, you can cancel your membership of Burns Puppy Club at any time by emailing this request to marketing@burnspet.co.uk. However, if you do cancel your membership:
- you will not receive a refund of any monies paid under section 5 above; and
 - you will not receive any dog food yet to be delivered to you under sections 3 and 4 above.

10. Limitation of Liability – important please read

- a) **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these Terms and Conditions, 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.
- b) It may be obvious, but we feel the need to say it, our nutritionists and the information that we provide generally (whether by email, over the phone, via webchat or any other means) are not substitutes for advice from a vet. You should therefore discuss any health or welfare concerns that you have regarding your puppy with your vet. **Burns does not accept liability for any loss or damage to you / your puppy as a result of your failure to speak to a vet.**
- c) **We are not responsible for delays outside our control.** If our supply of any of the membership benefits under section 3 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 and depending on how long you have been a member of the Burns Puppy Club and what benefits you have received under section 3, you may be entitled to a full or partial refund of the fees you have paid.
- d) **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 products including the right to receive products which are: as described and match information we provided to you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care; and for defective products under the Consumer Protection Act 1987.
- e) **We are not liable for business losses.** Burns Puppy Club is for domestic and private use only. If you use any of the features of the Burns Puppy Club 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.

11. Personal Data & Privacy

- a) When you sign up to Burns Puppy Club you will provide us with personal data. You can find out about how we use your personal data by reading our general privacy notice which can be found here: <https://burnspet.co.uk/privacy-notice/>.

Please call us on 01554 890482 or email us at dataprotection@burnspet.co.uk should you require a hard copy of our general privacy notice.

- b) Although your Burns Puppy Club membership will automatically come to an end when your puppy becomes 12 months old, for a period of 12 months following the end of your Burns Puppy Club membership we will continue to send you promotional emails that we think you may be interested in. You can opt out of receiving these emails at any time by contacting us at marketing@burnspet.co.uk or by following the instructions on the promotional email that you have received.
- c) We use cookies on our website. You can find out more about this by reading our cookie policy which can be found here: <https://burnspet.co.uk/cookiespolicy/>.

12. Which law applies to these Terms and Conditions?

These Terms and Conditions are governed by English and Welsh law and you can bring legal proceedings in respect of them in the English or Welsh courts. If you live in Scotland you can bring legal proceedings in respect of the products supplied under these Terms and Conditions in the Scottish or the English and Welsh courts.

Burns Puppy Club Cancellation Form (Consumer Contracts Regulations 2013)

To: BURNS PET NUTRITION LTD

99 Ferry Road,

Kidwelly,

Carmarthenshire, SA17 5EJ

Tel: 0808 301 2773

Email: marketing@burnspet.co.uk

I hereby give notice that I cancel my contract regarding Burns Puppy Club,

Date of sign up to Burns Puppy Club:

Name of consumer:

Address of consumer:

Signature of consumer (only if this form is notified on paper): _____

Date: