



Terms and Conditions of Service

Last updated 1st May 2022

1. What these terms cover

- 1.1. These terms and conditions ("Terms") apply to any products and/or services ("Products") you ("Company, Employees, Staff, You) may purchase from us through our Application ("App") or otherwise.
- 1.2. Please read these Terms carefully before creating a Squick account or using our App. By downloading the App and setting up your Squick account, you confirm that you accept these Terms. If you do not accept these terms and conditions, you should not order any Products or services from us.
- 1.3. If you use the App or order Products and/or services after we have published any changes to these Terms you will be bound by those changes. Accordingly, you should check prior to each use or order to ensure that you understand the precise Terms applicable. To assist you in determining whether the Terms have changed since your most recent order we will display the date when these Terms were most recently updated.
- 1.4. You may not change these Terms and we will not accept any alternative terms. If you have any questions relating to these Terms please contact hello@squick.co.uk.

2. Information about us and how to contact us

- 2.1. We are Squick Ltd, a company registered in England and Wales ("Squick", "us", "we"). Our company registration number is 13050220 and our registered address is at Kemp House, 124 City Road, London, EC1V 2NX. Our registered VAT number is 411 4651 33.
- 2.2. You can contact us by emailing hello@squick.co.uk or by calling 020 3629 1500.
- 2.3. If we have to contact you we will do so via email or by the telephone number you have registered with us.

3. Your use of our services

- 3.1. Squick offers an On-Demand delivery service via the App and otherwise.
- 3.2. To order Products via the App you will need to provide your delivery address. Multiple delivery addresses may be saved on the App.
- 3.3. Only you may order Products via your user account. You may only register one account per device. You are responsible for ensuring the information you provide is accurate.
- 3.4. You must keep any password you create, or other secure login method, secret, and prevent others from accessing your email account or mobile phone. If another person uses these methods to access your account, you will be responsible to pay for any Products and/or services they order, and we are not responsible for any other losses you suffer, unless the person using your password obtained it because we did not keep it secure.
- 3.5. You must notify us immediately if you become aware of any unauthorised use of your user account.

4. Our contract with you

- 4.1. We can only deliver Products to specific locations via the app, to see if we can deliver to you, enter your postcode or location.

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- 4.2. When you enter your postcode or location into the App, the products which are available in your area will be displayed.
- 4.3. You place the order for the Products you would like to purchase on our App by following the onscreen prompts. You will have the opportunity to check and correct any errors in your order up until the point at which you place your order by clicking the ["Confirm and Pay"] button on the order summary page. No changes may be made to your order after this point (including cancellation).
- 4.4. Once those steps are completed, we will take payment from your chosen payment method. If payment is successful, you will receive a notification containing your order confirmation number stating that we are processing your order. A contract between us will be formed only when we dispatch your order and confirm the Products you will receive. The point of dispatch is also the point of supply.
- 4.5. Once your order is ready for dispatch, you will receive a notification that the Products are "on our way" to confirm when your products will be delivered to you.
- 4.6. If for any reason we cannot provide you with a product in your order, you will be contacted by our customer services team using the telephone number you provided when registering.

5. Prices

- 5.1. The price of the Product (which includes VAT where applicable) will be the price indicated on the Product information page within the App when you place your order, except in cases of obvious error.
- 5.2. The current total value of the shopping basket and the delivery charge to be paid is displayed in the shopping basket

6. Payment

- 6.1. The purchase price for the Products as well as the delivery fee must be paid immediately after placing an order via the app, unless a Credit Application has been agreed.
- 6.2. Payment can via the App. And via Bank Transfer for Credit Accounts. The payment methods accepted by us are those available on the App at the time you place your order. We may add or remove payment options from the App at any time.
- 6.3. Following delivery, we will send the invoice to the email address you provided when registering your user account.

7. Delivery and delivery times

- 7.1. Squick delivers Monday -Friday between 07.00 and 18.00, subject to rider availability in your area. Squick endeavours to deliver orders within 2 hours of order confirmation, but gives no guarantee as to the exact delivery time. Reasons for later delivery include rider availability, customer demand, traffic and weather.
- 7.2. Delivery will be made to the delivery address specified by you when placing the order. This does not have to be the same as the billing address. You are solely responsible for providing a complete and correct delivery address and, if applicable, further instructions for delivery.
- 7.3. You must be available to accept delivery from the time you place the order. Squick will ordinarily only make deliveries when an appropriate person is able to receive the delivery. If you ask us to leave a delivery unattended at your address, we reserve the right to refuse. If we agree to leave the delivery unattended, Squick expressly disclaims all liability which may arise by virtue of the delivery being left unattended for a period of time. This includes but is not limited to theft and tampering.

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7.4. You will still be charged for the Products and for delivery in the event of a failed delivery if you have caused such failure for any reason. Reasons you might cause a delivery to fail include (but are not limited to):

- Not coming to the door, not picking up the phone when the rider contacted you using the number you provided us and/or you picked up the phone but then failed to provide access within a reasonable amount of time.

8. Your rights if something is wrong

- 8.1. You have a legal right to receive goods which comply with their description, which are of satisfactory quality and which comply with any specific requirements you tell us about (and we agree to) before you place your order. If you believe that any of the Products delivered do not comply with these legal rights, please let us know by emailing hello@squick.co.uk
- 8.2. We may request a photograph showing the problem if it is something that can be seen by inspecting the Product(s).
- 8.3. We will provide a refund or account credit in respect of the relevant Product, and also in respect of delivery if the whole order was affected, unless we have reasonable cause to believe that the problem was caused after delivery.
- 8.4. Prior to processing your refund or account credit, we may take into account relevant factors including the details of the order, including your account history, what happened on delivery and information from the rider.

9. Vouchers

- 9.1. Squick may issue vouchers or promotional codes (Voucher) that can be used on your order. Please check the terms and conditions of the specific Voucher before using.
- 9.2. Only one Voucher can be used per order and they have no cash value. Vouchers cannot be redeemed in conjunction with any other Squick promotion or offer.
- 9.3. If the use of any Voucher violates the relevant terms and conditions, Squick is entitled to revoke it.

10. Right to cancel

- 10.1. Under the 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.
- 10.2. You are entitled to cancel your contract without providing any reason provided that you exercise your right to cancel no longer than 14 days after the day on which you receive the goods or services.
- 10.3. To exercise your right to cancel please email us at hello@squick.co.uk within 14 days of delivery, we will go through your options and arrange your refund and return. Please provide your name, address, details of the order and, where available, your telephone number and email address.
- 10.4. The Products must be returned to us within 14 days of telling us you wish to end the contract, in a new and unused condition and wherever possible in the original packaging.
- 10.5. We may refuse repayment until we have received the goods back or until you have provided proof that you have returned the goods, whichever is the earlier. Otherwise, we will process your refund within 14 days of receipt of your notification that you intend to exercise your right to cancel.

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11. Terminating your account

11.1. You may close your user account at any time by emailing hello@squick.co.uk

11.2. Squick may terminate our contractual relationship with you with respect to your user account upon two (2) weeks' prior notice by emailing the address you provided when you registered.

11.3. We may suspend your access to your account, or close it permanently, if we believe that your account has been used by someone else. We may also close your account if in our opinion you are abusing our service (for example, by applying for refunds or credit to which we do not consider you are entitled, making repeated unreasonable complaints, mistreating our staff or riders, or any other good reason). We will notify you of the suspension via the email that you provided on registration.

11.4. If we close your account permanently we will refund any remaining account credit you have validly obtained from our customer service team or App following any issue with an order, by applying a credit to your registered credit card or payment method, or if that is not possible for any reason, by way of a bank transfer using bank details (provided you have supplied them to us).

11.5. This does not affect your statutory rights.

12. Limitations and exclusions of liability

12.1. 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.

12.2. We will not be deemed to be in breach of contract or of these Terms as a result of any delay in our performance or failure to perform our obligations if that delay or failure to perform is due to any cause or circumstance beyond our reasonable control including, but not limited to, fire, flood and other acts of

12.3. God, strikes, riot, accident, disruption to energy supplies, civil commotion, acts of terrorism or war, breakdown of equipment, road traffic problems.

12.4. Nothing in these Terms will restrict our liability for death or personal injury resulting from our negligence, breach of contract or breach of statutory duty, nor will any of these Terms restrict any of your statutory rights.

12.5. We are not liable for business losses. If you use the Products 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. Data Protection

13.1. Squick processes your personal data in accordance with our Privacy Policy which can be found [here](#).

14. Other terms

14.1. You may only transfer your rights or your obligations under these Terms to another person if we agree to this in writing. We may transfer our rights and obligations under a contract to another organisation, but this will not affect your rights or our obligations under these Terms.

14.2. Nobody else has any rights under this contract. This contract is between you and Squick. 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 to end the contract or to make any changes to these Terms.

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14.3. If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

14.4. 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.

14.5. You and Squick agree that English law applies to these Terms and that any dispute between us arising out of or in connection with these Terms will only be dealt with by the English courts, unless you live in another part of the UK or Republic of Ireland, in which case the applicable law of that part of the UK or Republic of Ireland will apply and any dispute will be brought before the courts of that part of the UK or Republic of Ireland.

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