

GENERAL T&CS (OR TERMS AND CONDITIONS) FOR ACTION HOMELESS'S DEPOP STORE

The following terms and conditions apply to all orders for the purchase of goods from the Action Homeless Depop Store.

Please print a copy of these terms and conditions for your future reference.

Charity Number 702230

Our contract

If you place an order online to purchase a product from the Action Homeless Depop Store you will receive an e-mail confirming receipt of your order and containing the details of your order. Your order represents your offer to us to purchase a product which is accepted by us when we despatch the product to you. Property in the goods shall pass upon despatch.

Price & Payment

Payment shall be made with the order.

The price of the goods shall be as stated in the advertisement, and shall be:

1. inclusive of an applicable value added tax (which shall be payable by the Buyer); and
2. exclusive of all charges for packaging, packing and delivery of the goods to the delivery address.

Subject to special offers, no change price will be made to that advertised.

The Buyer shall not be entitled to any discount of any kind.

The confirmation of your order to you by us constitutes your invoice.

The Buyer shall pay via PayPal through the Depop application, other forms of payment will not be accepted.

Any products on the same order which we have not delivered to you do not form part of that contract. You warrant that you are legally capable of entering into binding contracts and that you are at least 18 years old.

MyHermes include £20 cover on most non-compensation items for free. If your parcel's value is more than £20, for a small fee you can increase the value of cover for your item up to £300. This insurance can be taken out at the request of the Buyer with the charge added to the price of the order

If the value of your order is greater than £300 and you require insurance special delivery arrangements can be made, but only in this instance.

Description of the Goods

We will take all reasonable care to ensure that all details, descriptions and prices of products appearing on the Action Homeless Depop Store are correct at the time when the relevant information was entered onto the system. Whilst we endeavour to provide up to date images of individual products, for a minority of items stock images may be used. We reserve the right to refuse orders where product information has been mis-published, including prices and promotions.

Source of Goods

All items available on the Action Homeless Depop Store are donations received by the charity from members of the public, second hand or other. All items are offered to Action Homeless service users for free for a period of up to three months, unless Action Homeless deems there is an excess of certain types of clothing or that the style of clothing is not of interest to said service users.

Action Homeless ensures all clothing items are clean and in good condition. Donations received that are dirty or in poor condition are discarded and not made available to Action Homeless service users or via the Action Homeless Depop store.

Use of Funds

Excluding delivery fees and charges from third parties, 100% of funds received by Action Homeless from sales will be used to purchase new essential clothing items such as underwear and shoes. Essential items are ones Action Homeless deems that every person should have access to new but are rarely donated.

Depop takes 10% of the cost of each order + the cost of MyHermes Courier collect

MyHermes price for a Courier collect parcel weighing under 1kg is £3.62

A full list of delivery costs is available [here](#).

PayPal takes a 2.9% charge +30p processing charge from each order.

Availability

The supply of goods from the Action Homeless Depop Store is subject to availability and it is not always possible for us to inform you at the time you place your order whether the goods you want are still available for purchase. In the case of this a refund will be given.

Delivery

Items purchased through the Action Homeless Depop Store are shipped via Depop Courier collect and delivered by MyHermes, the price of which will be reflected in your order.

We aim to dispatch orders to all buyers once a week.

If for any reasons your item is lost please contact the MyHermes.

Refunds and Returns

For all goods despatched we are unable to process returns or provide refunds at this time.

If you wish to contact us to make a complaint please message us via our Depop Store page.

Our full complaints procedure is available [here](#).

Security

When submitting your order you are agreeing to the purchase of goods and to allowing Action Homeless to use your personal data for the purpose of supplying the goods. For further information on privacy and security please see Action Homeless's [Privacy Policy](#).

Losses

We will not be responsible for any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure) or any other indirect or consequential loss even if the loss was reasonably foreseeable to both you and us when you commenced using the website or when the contract for the sale of goods was formed. However, Action Homeless does not limit in any way our liability by law for death or personal injury caused from our negligence or breach of duty or caused by our gross negligence or wilful misconduct.

Alteration of Service or Amendments to the Conditions

We reserve the right to make changes to our website, policies, and these Terms and Conditions of Purchase at any time. You will be subject to the policies and Terms and Conditions of Purchase in force at the time that you use the website or that you order goods from us, unless any change to those policies or these conditions is required to be made by law or government authority (in which case it will apply to orders previously placed by you). If any of these conditions are deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any remaining condition.

Events beyond our reasonable control

We will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control. This condition does not affect your statutory rights.

Governing law and Jurisdiction

These conditions are governed by and construed in accordance with the laws of the England and Wales. You agree, as we do, to submit to the exclusive jurisdiction of the English courts.