

Pudsey Shop Terms and Conditions

1. Introduction to Terms & Conditions

These terms and conditions and our [Privacy Policy](#) apply to any products that you may purchase on our website <https://www.bbcchildreninneed.co.uk/shop> (“Pudsey Shop”)

Please read these terms and conditions carefully before ordering any products because by ordering, you agree to be bound by them. If you do not agree to these terms and conditions, you should not order any products.

We recommend you print and keep a copy of these terms and conditions for your records.

2. UK Customers Only

The Pudsey Shop is only intended for use by people in the UK including the Scottish Highlands & Channel Islands, however, not the Republic of Ireland. We do not accept orders from people outside of the UK.

We have different pages of the Pudsey Shop for different customers. Our main page located at [is only intended for consumers](#); that means people who want to buy our products for personal use and not any business purposes. If you want to buy any products for your school, college or University (a School) please go to our schools page of the Pudsey Shop [here](#) or by clicking the “Schools” tab at the top of the page instead.

3. Your Status

By placing an order through the Pudsey Shop, you confirm that:

- you are legally capable of entering into binding contracts;
- you are at least 18 years old; and
- you are based in the UK.

4. Our Contract

Orders are subject to availability and acceptance. The steps required to create a contract between us are as follows:

- You must complete the online “check out process” and place an order by clicking “Place Order & Pay”. If you want to correct any errors you make during the order process, you can use the ‘back’ button on your web browser to start again or you can remove items from your basket;
- After placing an order, you will receive an ‘order confirmation’ email from us acknowledging that we have received your order and payment. Please note that

this acknowledgement email does not mean that your order has been accepted as we will have to carry out stock and identity checks first;

- Finally, we will send you an email confirming that we have dispatched your products to you (the Dispatch Confirmation). The Dispatch Confirmation email is our acceptance of your order and the contract between us (the Contract) will only be formed when we send you the Dispatch Confirmation.

Issues with your Order

School Orders – if any product in your order is out of stock then we will try and supply you with an appropriate substitute of the same value or higher. If you are not happy with your substitute, you may cancel that particular product within 14 days of receiving your order and get a refund. Please notify us at the Pudsey Shop Helpdesk (below). You must return the affected product to us (see ‘Returns Procedure’ below).

If we do not have an appropriate substitute available, then we will refund the amount you have paid for the affected product.

Individual Orders – If your order, or part of your order, is out of stock, we will try and supply you with an appropriate substitute either to the same value or higher. If you are not happy with your substitute, you can cancel it (see ‘Cancellation’ below). If we are unable to supply you with an appropriate substitute we will provide you with a refund for that product.

If we confirm to you that some but not all products that you have ordered have been dispatched, those products that have not been dispatched will not form part of the Contract. In the event of any change or issue with your order, such as an increase in price between submission of your order and Contract formation or an error in the description of your product, we shall inform you and you shall at that point have the right to either: (i) accept such change (in which case your email reply will represent a new offer which we will accept upon notification of dispatch); or (ii) reject such change (in which case your email reply will represent a withdrawal of your order, or the relevant part of your order as the case may be). If you have already paid for the product(s) we will refund the full amount.

If a refund is required in any of the above circumstances, we will aim to refund you within 30 days of us receiving your order.

The Contract will be concluded in English.

The details of your Contract will be held by us. If you require any information about your order, you can either contact your dispatch courier or contact us via the Pudsey Shop Helpdesk (below).

5. Delivery

We can only deliver within the UK including the Scottish Highlands and Channel Islands (excluding the Republic of Ireland). We cannot deliver to PO Boxes. We will deliver to the address you provided when you ordered and which is confirmed in your Dispatch Confirmation.

Estimated delivery times are displayed on the “Help” tab of the Pudsey Shop and shown at check out . If no delivery date is specified, your order will be delivered within 30 days of the date of the Dispatch Confirmation.

We will do our best to deliver to you in accordance with such timescales. However, we cannot always guarantee that we will do so due to factors beyond our reasonable control.

6. Price and Payment

We aim to ensure that the prices on the Pudsey Shop are correct at all times. However, despite our best efforts, some of the products may be incorrectly priced.

Prices are discounted for Schools. If you purchase from the Schools’ page of our Pudsey Shop by purchasing you confirm that you are purchasing for a School.

All prices include VAT (where applicable), but exclude delivery costs, which will be added to the total amount.

All orders

We accept payment by credit or debit card, Google Pay, Apple Pay or using your PayPal account.

All credit and charge card holders are subject to validation checks and authorisation by the card issuer. If the issuer of your payment card refuses to authorise payment to us, your order will not be accepted and we will not be liable for any delay or non-delivery.

7. Product Information

The product information contained on our website has been published in good faith and we will do our best to ensure that it is accurate. However, occasionally, it may be incorrect, incomplete or out of date due to human error or circumstances beyond our control.

Colours and appearances of products on computer, tablet or mobile device screens may vary slightly and may not accurately reflect actual products delivered.

8. Cancellation – I’ve changed my mind and want to cancel

Schools and Work Place orders only

If you have placed an order for a School or a work place, you cannot cancel your order once we have accepted it unless your products are faulty or if we’ve sent you a

substitute product and you haven't told us in advance you are happy to receive substitutes.

Individual consumer orders only

If you are an individual consumer and have ordered for your personal use (not business purposes) and you change your mind, you may cancel your order up to 14 days starting on the day after you receive your order or, where multiple products from one order are delivered separately, up to 14 days starting on the day after you received the last product.

To cancel, please tell us via the Pudsey Shop Helpdesk (below). Please tell us your name, address, order reference, the date your order was delivered, and provide a clear statement that you want to cancel and the reason why. You can also use the model cancellation notice set out [here](#).

You must return the products to us within 14 days of the date you told us you want to cancel (please see our Returns Procedure below).

We will give you a full refund of the price you paid for the cancelled products and any applicable delivery charges (unless you have kept some products from your order in which case, the delivery charge will not be refunded). We will process the refund within 14 days from the date we receive the returned products from you or proof that you have sent them to us.

You are under a legal obligation to take reasonable care of the products to be returned whilst they are in your possession. If you fail to do so, we may have a right of action against you for compensation or may reduce the amount of any refund to you.

9. Faulty Products

We want to provide you with the best possible customer service and we hope you are delighted with your products. However if your order is faulty, damaged or not as described on the Pudsey Shop, please complete the "Returns" form in your Delivery Note and return your form and products to us using the Returns Procedure below. Alternatively, you can contact the Pudsey Shop Helpdesk who will do their best to assist you.

We must supply products that conform to what you ordered. If you are an individual consumer, you have legal rights in relation to products that are faulty or not as described. Advice about your legal rights is available from your local Citizens Advice Bureau or Trading Standards office. Nothing in these terms and conditions will affect these legal rights.

10. Returns Procedure

When returning your products, please ensure you comply with the following conditions.

- please return the products to the following address: Pudsey Returns, PO Box 12635, Colchester , CO7 5AN and include the returns form in your delivery note;
- you will bear the cost of returning the products unless they are faulty damaged or not as described on the Pudsey Shop;
- where possible, we ask that you please return the products in their original packaging. Where this is not possible, please ensure that the products are packaged securely to help ensure that they reach us safely and in good condition;
- we recommend you obtain a proof of delivery receipt. This is your proof of return and can be provided if the product you are returning fails to arrive at our Returns Warehouse.

We will provide any refund by using the same means of payment as you used for the initial transaction.

11. Donations

Any additional, voluntary donations you make through the order process are for the benefit of BBC Children in Need and are non-refundable unless specifically requested and approved by us (in very limited circumstances).

12. Our Liability

We will not be liable to you for any failure or delay in delivering products or for any damage or defect to products that is caused by any event or circumstance beyond our reasonable control. We will contact you as soon as reasonably possible in such an event.

If we fail to comply with these terms and conditions, we are only responsible for any loss or damage you suffer that is a foreseeable result of our breach of these terms and conditions or our negligence, but we are not responsible for any loss that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into the Contract.

We only supply the products on the Pudsey Shop for domestic and private use or, in the case of Schools, for use with your School's fundraising. You agree not to use the products for business, commercial or re-sale purposes (except in the case of buying items in bulk to sell on in aid of BBC Children in Need) and we have no liability to you for loss of profit, loss of business, business interruption or loss of business opportunity.

If you have placed an order on behalf of a School, our total liability to you under the Contract (whether arising in contract, tort (including, without limit, negligence), breach of statutory duty or otherwise) shall not exceed the price paid for the products giving rise to the liability.

Nothing in these terms and conditions shall exclude or limit our liability for:

- death or personal injury as a result of our negligence;
- our fraudulent misrepresentation or fraudulent concealment;
- any breach of the terms implied by sections 12 to 15 of the Sale of Goods Act 1979;
- defective products under the Consumer Protection Act 1987; or
- any other matter which we cannot limit or exclude by law.

13. Privacy

You must enter certain information during the “checkout” process and also if you register with us e.g. your name, address and telephone number. You are responsible for ensuring that all the information you provide to us is true and accurate.

We think it is important that you know exactly what personal details we collect from you and how we look after and use them so we have set out full details in our In particular, your information will be shared with our fulfilment partner Upward Communications Limited.

If you pay for your order using PayPal you will be directed to PayPal’s website. When using Google Pay, Apple Pay or PayPal, the relevant provider’s own terms and privacy policy will apply. We are not responsible for how Google, Apple or PayPal uses your personal details. We recommend that you check the relevant provider’s terms and conditions and privacy policy before you use their service.

14. Pudsey Shop Helpdesk

If you have any questions or complaints, please contact us by emailing us at pudsey.shop@bbc.co.uk or calling us on 0345 609 0015 (Monday – Friday 9am to 5pm -standard geographic charges from landlines and mobiles will apply).

15. General

We may change these terms and conditions at any time. You will be subject to the terms and conditions in force at the time the contract is formed between you and us (as set out above) so please check them regularly for any changes.

You may not transfer the Contract or any of your rights or obligations arising under it without our prior written consent.

Nothing under the Contract shall give any rights to any person who is not a party to it.

As far as is legally possible, all aspects of the contract between you and us shall be governed by the laws of England and Wales and we and you agree to the non-exclusive

jurisdiction of the courts of the courts of England and Wales. In some circumstances, the laws where you live may apply and the courts where you live may have jurisdiction.

16. Who are we?

The Pudsey Shop is operated by Children in Need Limited. We are a company registered in England and Wales (company number 02461031) and our address is 4th Floor, Dock House, Media City UK, Salford, M50 2LH. Our VAT number is GB 945 7991 61.

We are the trading subsidiary of BBC Children in Need (company limited by guarantee (number 04723022) and a charity registered in England and Wales under number 802052 and in Scotland under number SCO39557).

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