
TERMS OF SALE

BACKGROUND:

Please read these Terms of Sale carefully before placing an order with Us. These Terms of Sale, together with any other documents referred to herein (unless otherwise stated), set out the terms under which Goods are sold by Us to consumers through this website, www.bunkfest.co.uk and/or <https://bunkfestshop.jumpseller.com/> (collectively “Our Site”).

These Terms of Sale explain who We are, how Our Goods will be provided to you, how you or We may change, cancel, or otherwise end the Contract, what to do in the event of problems, and other important information.

These Terms of Sale were last updated on 22/05/2025.

You will be required to read and accept these Terms of Sale when ordering Goods. If you do not agree to comply with and be bound by these Terms of Sale, you will not be able to order Goods through Our site. These Terms of Sale, as well as all Contracts, are in the English language only.

Our Privacy Policy, available at <https://bunkfest.co.uk/privacy-policy/>, may also apply to your use of Our Site. This is also referred to below in Part 22.

1. Definitions and Interpretation

1.1 In these Terms of Sale, unless the context otherwise requires, the following expressions have the following meanings:

“Next BunkFest Festival”	means the next BunkFest Festival to be held after the time of your Order; BunkFest Festivals are held the Friday, Saturday and Sunday after the August Bank Holiday or as otherwise publicised;
“Contract”	means a contract for the purchase and sale of Goods, as explained in Part 10;
“Goods”	means the Pre-order Items and the Stock Items sold by Us through Our Site;
“Order”	means your order for Goods;
“Order Confirmation”	means Our acceptance and confirmation of your Order;
“Order Number”	means the reference number for your Order;
“Pre-order Items”	means goods that will produced to you based on your Order and/or have been personalised or custom-made for you;
“Stock Items”	means goods that we have on stock ready for delivery; and
“We/Us/Our”	means BunkFest Ltd.

1.2 Unless the context otherwise requires, each reference in these Terms of Sale to:

1.2.1 “writing”, and any similar term, includes a reference to any communication effected by electronic or facsimile transmission or similar means;

1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.2.3 a Part or paragraph is a reference to a section, part, or clause of these Terms of Sale.

2. Information About Us

2.1 Our Site is operated by BunkFest Ltd. We are a private company limited by guarantee registered in England and Wales under company number 04361893. Our registered address is c/o Haynes Car Care Centre, Unit 3 Bushells Ind Est, Lester Way, Wallingford, Oxon, OX10.

2.2 Our VAT registration number is 824203171

3. How to Contact Us

To contact Us about the Goods or your Order, with general questions or complaints by email, please email Us at info@bunkfest.co.uk, and to contact Us by post, please write to Us at BunkFest c/o Haynes Car Care Centre, Unit 3 Bushells Ind Est, Lester Way, Wallingford, Oxon, OX10.

4. Access to Our Site and Use of Our Site

4.1 Access to Our Site is free of charge.

4.2 It is your responsibility to make the arrangements necessary in order to access Our Site.

5. Changes to these Terms of Sale

5.1 We may alter these Terms of Sale from time to time, for example, to reflect changes in relevant laws and regulatory requirements.

5.2 If any part of the current version of these Terms of Sale conflicts with any previous version(s), the current version shall prevail unless We explicitly state otherwise.

6. Business Customers

These Terms of Sale do not apply to customers purchasing Goods in the course of business.

7. International Customers

Please note that We only deliver within the United Kingdom.

8. Goods, Descriptions, and Changes

8.1 We make all reasonable efforts to ensure that all descriptions and images of Goods available from Us on Our Site match the actual Goods. Please note that images of Goods are for illustrative purposes only. There may be slight variations in colour between the image of a product and the actual product due to differences in computer or device displays and lighting conditions;

8.2 Please note that Part 8.1 does not exclude Our responsibility for mistakes due to Our negligence. If you receive Goods that are not as described, please refer to Part 14.

8.3 Minor changes may be made to certain Goods from time to time. This may happen between you placing your Order and the Goods being dispatched.

Minor changes may be made, for example, to reflect changes in relevant laws and regulatory requirements or to address particular technical or security issues.

Minor changes will not change the main characteristics of the Goods and will not affect your use of those Goods.

9. Pricing

- 9.1 We make all reasonable efforts to ensure that prices shown on Our Site are correct. We may change prices from time to time. Changes in price will not affect any Order that you have already placed. Please note, however, that changes in VAT will, as explained below in Part 9.2.
- 9.2 All prices on Our Site include VAT. If the VAT rate changes between your Order being placed and Us taking payment, the amount of VAT payable will be automatically adjusted when taking payment.
- 9.3 All prices are checked before We accept your Order. If We have shown incorrect pricing information, We will inform you of the mistake in writing.
- If the correct price is lower than that shown when you make your Order, We will simply charge you the lower price.
- If the correct price is higher than that shown when you make your Order, We will give you the option to purchase the Goods at the correct price or to cancel your Order (or the affected part of it). We will not proceed with processing your Order in this case until you respond. If you do not respond within 14 days, We will treat your Order as cancelled and inform you of the cancellation in writing.
- 9.4 Delivery charges are not included in the price of Goods shown on Our Site. Delivery options and related charges will be presented to you as part of the order process.

10. Orders and How Contracts Are Formed

- 10.1 Our Site will guide you through the ordering process. Before submitting your Order, you will be given the opportunity to review and amend it. Please ensure that you check your Order carefully before submitting it.
- 10.2 If you provide Us with incorrect or incomplete information during the order process, please contact Us as soon as possible. Where any information is required, it will be stated on Our Site, either in the product descriptions or during the order process, as applicable.
- If We cannot process your Order due to incorrect or incomplete information, We will contact you to ask you to correct it or provide the missing information required for Us to supply the Goods to you.
- If you do not provide the required information within a reasonable period of Us asking for it, or if the information is inaccurate or incomplete, We may either end the Contract or charge you a reasonable sum as compensation for the extra work required as a result.
- We will not be responsible for supplying the affected Goods late or for not supplying the affected Goods if this is due to you not providing Us with the required information within a reasonable period of Us asking for it.
- 10.3 No part of Our Site constitutes a contractual offer capable of acceptance.
- Your Order constitutes a contractual offer. Our acceptance of that offer is indicated by Us sending you an Order Confirmation by email.
- Only once we have sent you an Order Confirmation will there be a legally binding Contract between Us and you for the sale of the Goods.
- 10.4 Order Confirmations contain the following information:
- a) Your Order Number;
 - b) Confirmation of the Goods ordered including details of their main characteristics;
 - c) Fully itemised pricing for the Goods ordered including, where appropriate, taxes, delivery, and other additional charges;
 - d) Estimated delivery date(s) if applicable or details about where you can pick up the goods at the Next BunkFest Festival.

- 10.5 We will also include a paper copy of your Order Confirmation with your Goods.
- 10.6 Please quote your Order Number if you contact Us about your Order for any reason. You do not have to do this, but it may help Us to locate your Order and help you more quickly and easily.
- 10.7 In the unlikely event that We cannot accept your Order, We will inform you in writing and explain why. No payment will be taken under normal circumstances. If We have taken payment, any such sums will be refunded.

We may not accept your Order because the Goods are out of stock, because of unexpected limits on Our resources that We could not have reasonably planned for, because We have identified a mistake in the description or price of the Goods, or because We are not able to meet a delivery deadline that you have set.

11. Payment

- 11.1 Payment for Goods must always be made in advance. You will be prompted to provide payment details during the ordering process.
- 11.2 We accept payment by all major credit and debit cards.
- 11.3 We may charge you interest if you pay late. If a payment to Us is not made by the due date, We may charge you interest on the overdue sum at the rate of 2% per annum above the base lending rate of National Westminster Bank from time to time. Interest shall accrue on a daily basis from the due date until the actual date of payment, whether before or after judgment. You must pay Us any interest due together with the overdue sum.
- 11.4 If you believe that We have charged you an incorrect amount, please contact Us as soon as possible to let Us know. You will not be charged interest under Part 11.4 on any sums disputed in good faith under this Part 11.5.

12. When You Own the Goods

Ownership of the Goods passes to you once We have received payment in full of all sums due.

13. Collection of Goods

- 13.1 All Items purchased through Our Site must be collected from Us during the Next BunkFest Festival as instructed in the Order Confirmation and in further instructions sent to the email address provided during the checkout process.
- 13.2 If you do not collect the goods at the Next BunkFest Festival We will contact you to ask for further instructions.

We may charge you for storage costs. If, despite Our reasonable efforts, We cannot contact you, We may end the Contract and issue you with a refund. We may deduct a reasonable sum in compensation for any net costs incurred by Us as a result.
- 13.3 Responsibility for the Goods passes to you once You have collected the Goods from Us.
- 13.4 We will not be responsible for Your inability to collect Goods from us if this is due to you not providing Us with required information as detailed in the Order Confirmation.

14. Faulty, Damaged, or Incorrect Goods

- 14.1 This Part 14 provides a summary of your legal rights as a consumer. These rights may be subject to certain exceptions. For full details please refer to the [Citizens Advice website](#) or contact them on 0808 223 1133. Nothing in these Terms of Sale will affect your legal rights.
- 14.2 The Consumer Rights Act 2015 requires that goods must be as described, fit for purpose, and of satisfactory quality. During the expected lifespan of a product, your legal rights are as follows:

- a) Beginning on the day that you receive the Goods (and ownership of them) you have a 30 calendar day right to reject them and to receive a full refund if they do not conform as stated above.
- b) If you do not wish to reject the Goods, or if the 30 calendar day rejection period has expired, you may request a replacement. We will cover any associated costs and will carry out the replacement within a reasonable time and without significant inconvenience to you. In certain circumstances, where a replacement is impossible or otherwise disproportionate, We may instead offer you a full refund. If you request a replacement during the 30 calendar day rejection period, that period will be suspended while We carry out the replacement and will resume on the day that you receive the replacement Goods. If less than 7 calendar days remain out of the original rejection period, the time remaining will be extended to 7 calendar days.
- c) If, after a replacement, the Goods still do not conform (or if We cannot replace them, as described above, or have failed to act within a reasonable time or without significant inconvenience to you), you may ask Us to attempt the replacement again (you do not have to give Us multiple opportunities to do so if you do not want to), or you have the right either to keep the Goods at a reduced price, or to reject them in exchange for a refund.
- d) If you exercise the final right to reject the goods more than six months after you have received the Goods (and ownership of them), We may reduce any refund to reflect the use that you have had out of the Goods.
- e) Within a period of six years after you have received the Goods (and ownership of them), if the Goods do not last a reasonable length of time, you may be entitled to a partial refund. Please be aware that after six months have passed since you received the Goods, you must prove that the defect or non-conformity existed at the time of delivery.

14.3 Please note that you will not be eligible to claim under this Part 14 if:

- a) We informed you of the problem(s) with the Goods before you purchased them or you had the opportunity to examine them before purchase and the problem(s) should have been obvious to you; or
- b) You have caused the problem(s) yourself, for example, through misuse or intentional or careless damage; or
- c) You have purchased the Goods for an unsuitable purpose that is neither obvious nor made known to Us and the problem(s) has/have resulted from your use of the Goods for that purpose; or
- d) The problem(s) is/are the result of normal wear and tear; or
- e) You have changed your mind (please refer to Part 16).

14.4 If there is a problem with the Goods, please contact Us using the details provided above in Part 3.

14.5 If you exercise your legal right to reject the Goods, you must return them to Us.

14.6 To return Goods to Us for any reason under this Part 14, please post them to Us, arrange for their collection, or return them in person. Please contact Us using the details provided above in Part 3 for a return label or to arrange collection.

15. **Your Rights to Cancel and End the Contract**

15.1 If the Goods are faulty or misdescribed, you may have a legal right to end the Contract, to have the Goods repaired or replaced, or to get a full or partial refund. Please refer to Part 14, above, for more information.

15.2 If you are a consumer and have changed your mind, you may have a legal right to a “cooling-off period” within which you can end the Contract for any reason. Please refer to Part 16, below, for more information.

- 15.3 If you wish to end the Contract because of something We have done or are going to do, please refer to Part 17, below, for more information.

16. **Cancelling and Ending the Contract if You Change Your Mind**

- 16.1 If you are a consumer, the Consumer Contracts Regulations 2013 give you the legal right to change your mind and end the Contract for any reason. This 14 calendar day "cooling-off period" begins once your Order is complete and we send you the Order Confirmation, i.e. when the Contract is formed, and ends as set out below. You may also cancel for any reason before We send the Order Confirmation.
- a) If the Goods are being collected by you in a single instalment, the cooling-off period ends 14 calendar days after the day on which you (or someone you nominate) receive(s) the Goods.
 - b) If the Goods are being collected in separate instalments on separate days, the cooling-off period ends 14 calendar days after the day on which you (or someone you nominate) receive(s) the final instalment of Goods.
- 16.2 If you wish to end the Contract for this reason, you must inform Us within the cooling-off period. You may inform Us by email or post. Please state that you want to cancel and end the Contract, providing your name, address, details of your Order and, where possible, your email address and telephone number. Our contact details are provided above in Part 3.
- 16.3 Your cancellation notice is effective from the date on which you send it. Provided you send your cancellation notice or contact Us directly by 23:59:59 on the final day of the cooling-off period, your cancellation will be valid and accepted.
- 16.4 ***Please note that this right to cancel may not apply if the Goods have been personalised or custom-made for you such as certain Pre-order Items.***

17. **Cancelling and Ending the Contract for Other Reasons**

- 17.1 You may have the right to cancel and end the Contract because of something We have done or have informed you that We are going to do. This right to cancel applies in the following circumstances:
- a) We have informed you about an upcoming change to these Terms of Sale that you do not agree to (see Part 5.1);
 - b) We have informed you about an upcoming change to the Goods that you do not agree to (see Part 8.4);
 - c) We have informed you about an error in the price or description of the Goods and you do not wish to proceed;
 - d) There is a risk that delivery of the Goods will be substantially delayed due to events outside of Our control (see Part 13.3);
 - e) You have a legal right to end the Contract because We have done something wrong (including where We have not delivered the Goods on time and the circumstances in Part 13.7 or 13.8 apply).
- 17.2 If you cancel and end the Contract for any of the reasons set out in this Part 17, the Contract will end immediately and you will receive a full refund for any Goods which have not yet been provided. You may also be entitled to compensation.
- 17.3 If you wish to end the Contract for this reason, you may inform Us in any way you wish (including by email, post, or telephone). Please state that you want to cancel and end the Contract, providing your name, address, details of your Order and, where possible, your email address and telephone number. Our contact details are provided above in Part 3.

18. Returning Goods After Cancelling and Ending the Contract

- 18.1 If you cancel and end the Contract for any reason after Goods have been collected by you, you must return the Goods to Us.
- 18.2 If you are exercising your right to change your mind under the cooling-off period as set out in Part 16, you must return the Goods to Us no more than 14 calendar days after the day on which you informed Us that you wish to cancel.
- 18.3 If you under Part 18.2 are returning the Goods to Us in person instead of posting them, they can be returned during the Next BunkFest Festival in accordance with Our instructions provided that the NextBunkFest Festival is within 14 calendar days after the day on which you informed Us that you wish to cancel.
- 18.4 We will cover the costs of returning the Goods to Us in the following circumstances:
- a) The Goods are faulty or misdescribed;
 - b) You are cancelling and ending the Contract because of upcoming changes to these Terms of Sale that you do not agree to;
 - c) You are cancelling and ending the Contract because of upcoming changes to the Goods that you do not agree to;
 - d) You are cancelling and ending the Contract because We have made an error in the price or description;
 - e) You are cancelling and ending the Contract because there is a risk that availability of the Goods will be substantially delayed due to events outside of Our Control;
 - f) You are cancelling and ending the Contract because you have a legal right to do so because We have done something wrong
- 18.5 In all other circumstances including where you are exercising your right to change your mind under the cooling-off period, you must cover the costs of returning the Goods to Us.

19. Refunds

- 19.1 All refunds due to you will be made using the same method used by you when paying for the Goods. You will be refunded the price paid for the Goods and for delivery, subject to the following limitations and deductions:
- a) If you are exercising your right to change your mind under the cooling-off period, We may reduce your refund to reflect any reduction in the value of the Goods if that reduction has been caused by your handling of the Goods in a way that would not be permitted in a shop. If We issue the refund before inspecting the Goods and subsequently discover that you have handled them in this way, We may charge you an appropriate sum.
- 19.2 All refunds due to you will be made as soon as possible. If you are exercising your right to change your mind under the cooling-off period, We will issue your refund within 14 calendar days of:
- a) The day on which We receive the returned Goods;
 - b) The day on which you inform Us (supplying evidence) that you have sent the Goods back (if this is earlier); or
 - c) If We have not yet provided an Order Confirmation or you have not yet collected the Goods, the day on which you inform Us that you wish to cancel and end the Contract.

20. Our Liability to Consumers

- 20.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms of Sale (or the Contract) or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is

contemplated by you and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.

- 20.2 We only supply goods for domestic and private use by consumers. We make no warranty or representation that the Goods are fit for commercial, business or industrial use of any kind (including resale). We will not be liable to you for any loss of profit, loss of business, interruption to business, or for any loss of business opportunity.
- 20.3 Nothing in these Terms of Sale seeks to limit or exclude Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 20.4 Nothing in these Terms of Sale seeks to exclude or limit your legal rights as a consumer including, but not limited to, those explained above in Part 14.

21. **Complaints and Feedback**

- 21.1 We always welcome feedback from Our customers and, whilst We always use reasonable efforts to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.
- 21.2 If you wish to complain about any aspect of your dealings with Us, please contact Us using the contact details provided above in Part 3.

22. **How We Use Your Personal Information**

We will only use your personal information as set out in Our Privacy Policy, available from <https://bunkfest.co.uk/privacy-policy/>.

23. **What Happens if We Transfer this Agreement to Another Party**

We may transfer (assign) Our obligations and rights under these Terms of Sale (and the Contract) to a third party. If this Occurs, We will inform you in writing. We will ensure that your rights under these Terms of Sale (and the Contract) will not be affected and Our obligations under these Terms of Sale (and the Contract) will be transferred to the third party who will remain bound by them.

24. **Other Important Terms**

- 24.1 You may not transfer (assign) your obligations and rights under these Terms of Sale (and under the Contract, as applicable) without Our express written permission.
- 24.2 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms of Sale.
- 24.3 If any of the provisions of these Terms of Sale are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms of Sale. The remainder of these Terms of Sale shall be valid and enforceable.
- 24.4 No failure or delay by Us in exercising any of Our rights under these Terms of Sale means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms of Sale means that We will waive any subsequent breach of the same or any other provision.

25. **Law and Jurisdiction**

- 25.1 These Terms of Sale, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.
- 25.2 If you are a consumer, you will benefit from any mandatory provisions of the law in your

country of residence. Nothing in Part 26.1 takes away from or reduces your legal rights as a consumer.

- 25.3 If you are a consumer, any dispute, controversy, proceedings, or claim between you and Us relating to these Terms of Sale or to the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.
- 25.4 If you are a business user, any dispute, controversy, proceedings, or claim between you and Us relating to these Terms of Sale or to the relationship between you and Us (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.