



Talk2Me Terms

These terms may have changed since you last reviewed them

Where to find information about us and our Talk2Me

You can find everything you need to know about us, Dinggly Limited (registered company number 07854667) of 37 Priory Quay, Quay Road, Christchurch, Dorset, BH23 1DR, and our Talk2Me on our website, before you order. We also confirm the key information to you in writing before you order, either by email or in your online account.

When you buy from us you are agreeing that:

Definitions

In these terms:

Talk2Me App means the Talk2me App that is used in conjunction with the Talk2me product.

we, us, our means Dinggly Limited (registered company number 07854667) of 37 Priory Quay, Quay Road, Christchurch, Dorset, BH23 1DR

website means www.dingglytalk2me.com

About Talk2Me

Talk2Me is for domestic use only and is intended to and is only licenced to facilitate brief doorstep conversation between a visitor and domestic registered users of the Talk2Me App. It should not be used as a means to implement a real-time communications infrastructure for continual domestic usage, other than "doorstep" use or for continual use in a commercial environment.

Our Talk2Me products need a Talk2Me App to work

These terms are for the Talk2Me product and the Talk2Me App.

There are also **App Licence Terms** that apply to the Talk2Me App which you can find [here](#) so you can see them before you order. If the App Licence Terms and these terms conflict, to the extent that there is a conflict, the App Licence Terms will prevail over these terms.

All other users of Talk2Me will need to comply with the App Licence Terms.

We only accept orders when we've checked them

We contact you to confirm we've received your order and we accept it when we dispatch or supply the Talk2Me to you.

Sometimes we reject orders

Sometimes we reject orders, for example, because a Talk2Me product is unexpectedly out of stock, because we can't verify your age (where Talk2Me is age-restricted), because you are located outside the UK or our delivery areas, as stated on our website or because a Talk2Me product or app was mispriced by us. When this happens, we let you know as soon as possible and refund any sums you have paid.

We charge you when you order

You will own the Talk2Me product we supply to you once we have received payment in full.

We pass on increases in VAT

If the rate of VAT changes between your order date and the date we supply the Talk2Me product, we adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.

We're not responsible for delays outside our control

If our supply of your Talk2Me is delayed by an event outside our control, such as postal strikes or supply chain issues outside our control, we will contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we won't compensate you for the delay, but if the delay is likely to be substantial you can contact our Customer Service Team via the Contact Page on www.dingglytalk2me.com to end the contract and receive a refund for any Talk2Me you have paid for in advance, but not received, less reasonable costs we have already incurred.

Talk2Me products can vary slightly from pictures on the website

A Talk2Me product's true colour may not exactly match that shown on your device or its packaging may be slightly different.

If you bought online, you may have a legal right to change your mind.

Your legal right to change your mind. For most of our Talk2Me products bought online, you may have a legal right to change your mind about your purchase and receive a refund of what you paid for it, including the delivery costs. This is subject to some conditions, as set out below.

When you can't change your mind. You can't change your mind about an order for:

- the Talk2Me App, after you have started to download the Talk2MeApp;
- the Talk2Me Product if you have unsealed them after you received them. This is because they contain sealed computer software.

The deadline for changing your mind. If you change your mind about a Talk2Me product you must let us know no later than 14 days after the day we confirm we have accepted your order.

You can't change your mind about the Talk2Me App once you have downloaded it.

How to let us know. To let us know you want to change your mind, contact our Customer Service Team: via the Contact Page on www.dingglytalk2me.com, fill in the online form [here](#).

You have to return the Talk2Me product at your own cost. You must return your Talk2Me to us within 14 days of your telling us you have changed your mind. Returns are at your own cost. You can send the Talk2Me product back to us, using an established delivery service. If you do this you should keep a receipt or other evidence from the delivery service that proves you have sent it and when you sent it. If you don't do this and we don't receive the Talk2Me product at all or within a reasonable time we won't refund you the price. For help with returns, contact our Customer Service Team via the Contact Page on www.dingglytalk2me.com:

We only refund standard delivery costs. We don't refund any extra you have paid for express delivery or delivery at a particular time.

We reduce your refund if you have used or damaged a Talk2Me product. If you handle the Talk2Me product in a way which would not be acceptable in-store, we reduce your refund, to compensate us for

its reduced value. For example, we reduce your refund if the Talk2Me product's condition is not "as new", price tags have been removed, the Talk2Me product -branded packaging is damaged or accessories are missing. In some cases, because of the way you have treated the Talk2Me product, no refund may be due. Our Customer Service Team who can be contacted via the Contact Page on www.dingglytalk2me.com: can advise you on whether we're likely to reduce your refund.

When and how we refund you. If your Talk2Me product hasn't been delivered we refund you as soon as possible and within 14 days of you telling us you've changed your mind. If you are sending your Talk2Me back to us, we refund you within 14 days of receiving them back from you (or receiving evidence you've sent them to us). We refund you by the method you used for payment. We don't charge a fee for the refund.

You have rights if there is something wrong with Talk2Me

If you think there is something wrong with your Talk2Me product or the Talk2Me App, you must contact our Customer Service Team: via the Contact Page on www.dingglytalk2me.com. We honour our legal duty to provide you with a Talk2Me product that is described to you on our website and that meets all the requirements imposed by law. Your legal rights are summarised below. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.citizensadvice.org.uk. Remember too that You have several options for resolving disputes with us.

We can change Talk2Me and these terms

Summary of your key legal rights

The Consumer Rights Act 2015 says your Talk2Me product must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your Talk2Me product your legal rights entitle you to the following:

- Up to 30 days: if your Talk2Me product is faulty, then you can get a refund.
- Up to six months: if your Talk2Me product can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- Up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

The Consumer Rights Act 2015 says your Talk2Me App must be as described, fit for purpose and of satisfactory quality:

- If your Talk2Me App is faulty, you're entitled to a repair or a replacement.
- If the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back for the Talk2Me product as it cannot work without the Talk2Me App.
- If you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation.

Changes we can always make. We can always change a Talk2Me product or the Talk2Me App:

- to reflect changes in relevant laws and regulatory requirements for example if there is change in the materials we can use to make the Talk2Me product;
- to implement minor technical adjustments and improvements, for example to address a security threat. These are changes that don't affect your use of the Talk2Me product or Talk2Me App; and
- to update the interaction between the Talk2Me product and the Talk2Me App, provided that they always match the description that we provided to you before you bought it. We might ask you to install these updates.

We can suspend supply (and you have rights if we do)

We can suspend the supply of a Talk2Me product or Talk2Me App. We do this to:

- deal with technical problems or make minor technical changes;
- update the Talk2Me product or Talk2Me App to reflect changes in relevant laws and regulatory requirements; or
- make changes to the Talk2Me product or Talk2Me App

We will let you know and this may allow you to terminate. We contact you in advance to tell you we're suspending supply of Talk2Me the Talk2Me product or Talk2Me App, unless the problem is urgent or an emergency. If we suspend the supply of the Talk2Me product or the Talk2Me App for longer than 28 days you can contact our Customer Service Team: via the Contact Page on www.dingglytalk2me.com to end the contract and we'll refund any sums you've paid in advance which then will not be provided by us.

We can withdraw Talk2Me

We can cease to supply the Talk2Me product and the Talk2Me App. We let you know at least 14 days in advance and we refund any sums you've paid in advance which then won't be provided.

We can end our contract with you

We can end our contract with you for a Talk2Me product and claim any compensation due to us if you don't, within a reasonable time, either allow us to deliver the Talk2Me product to you then we treat your order as cancelled and refund the purchase price, see [*If you bought online, You may have a legal right to change your mind*](#);

We don't compensate you for all losses caused by us or our Talk2Me Product

We're responsible for losses you suffer caused by us breaking this contract unless the loss is:

Unexpected. It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).

Caused by a delaying event outside our control. As long as we have taken the steps set out in the section We're not responsible for delays outside our control.

Avoidable. Something you could have avoided by taking reasonable action. For example, damage to your own device or data, which was caused by the Talk2Me App we supplied and which you could have avoided by following our advice to apply a free update or by correctly following the installation instructions or having the minimum system requirements advised by us.

A business loss. It relates to your use of a Talk2Me for the purposes of your trade, business, craft or profession.

We use your personal data as set out in our Privacy Notice

How we use any personal data you give us is set out in our [*Privacy Notice*](#).

You have several options for resolving disputes with us

Our complaints policy. Our Customer Service Team: via the Contact Page on www.dingglytalk2me.com will do their best to resolve any problems you have with us or our Talk2Me as per our [*Complaints policy*](#)

Resolving disputes without going to court. Alternative dispute resolution is an optional process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. You can submit a complaint to the Centre for Effective Dispute Resolution (**CEDR**) through their website at <https://www.cedr.com/>. If you're not satisfied with the outcome you can still go to court.

You can go to court. These terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

Other important terms apply to our contract

We can transfer our contract with you, so that a different organisation is responsible for supplying your Talk2Me. We'll tell you in writing if this happens and we'll ensure that the transfer won't affect your rights under the contract.

You can only transfer your contract with us to someone else if we agree to this in writing.

Nobody else has any rights under this contract. This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

If a court invalidates some of this contract, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

Even if we delay in enforcing this contract, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.