



Terms and Conditions

Lemon & Soda UK Ltd

Last updated: 01 June 2026

These Terms and Conditions ("**Terms**") govern your use of www.lemon-soda.co.uk (the "**Site**") and the supply of all goods by Lemon & Soda UK Ltd. Please read them carefully. By using the Site or placing an order you confirm that you accept these Terms and agree to comply with them. If you do not agree to them, you must not use the Site or order from us.

We recommend that you print a copy of these Terms or save them for future reference.

1. About us and how to contact us

1.1 The Site is operated by **Lemon & Soda UK Ltd** ("**we**", "**us**", "**our**"), a company registered in England and Wales under company number **15707168**, with its registered office at **Epworth House, 25 City Road, London, EC1Y 1AA**.

1.2 "**Products**" means the goods advertised on the Site or otherwise offered for sale by us.

1.3 You may contact our customer service team by telephone on **+44 (0)207 965 7390** or by email at **info.uk@lemon-soda.eu**, Monday to Friday, 9:00am – 5:00pm (excluding English public holidays). Calls may be recorded for training and verification purposes.

1.4 If we need to contact you, we will do so by telephone, or in writing to the email or postal address you gave us. "In writing" includes email.

2. Trade customers only

2.1 We sell on a business-to-business basis only. All sales are made on a trade basis and are subject to these Terms.

2.2 By placing an order you confirm that you are acting in the course of a business, trade, craft or profession, and are not a consumer.

2.3 Because we do not sell to consumers, the Consumer Rights Act 2015 and the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 do not apply. In particular, **you have no statutory right to cancel an order or return Products because you have changed your mind**.

2.4 We may refuse to open an account for, or supply Products to, any person or organisation at our discretion.

3. Our products

3.1 Product images on the Site and in our printed materials are for illustrative purposes only. We make every reasonable effort to display colours accurately, but cannot guarantee that the colours shown on your screen or in print accurately reflect the Products.

3.2 **Dye lots**. Small variations in shade may occur between production batches. This is inherent in textile manufacturing and is not a defect. Where colour matching across an order matters, please order all of the relevant Products at the same time and tell us at the point of order.

3.3 **Measurements.** All sizes and measurements are approximate and may vary by up to +/- 5%. Variations within this tolerance are not a defect, and claims based on them will not be accepted.

3.4 Packaging may vary from that shown, and specifications may be changed by us or our suppliers without notice.

3.5 It is your sole responsibility to satisfy yourself that a Product is suitable for your intended purpose, including for any decoration process, before ordering and before decorating. Product descriptions and technical information are given in good faith for general guidance only and do not constitute advice or a recommendation.

4. Your account and credit

4.1 To order from us you must hold an account. Accounts are held either as **credit accounts** or as **cash accounts**.

4.2 **Credit accounts** are opened at our discretion, subject to satisfactory credit checks and references, and carry a credit limit. We may reduce, suspend or withdraw a credit limit at any time without notice.

4.3 **Cash accounts.** Where you have no approved credit facility, payment must be made in full and cleared before despatch, either by debit or credit card at the point of order, or by bank transfer against a proforma invoice issued by us.

4.4 Orders are only despatched if they pass our credit control checks. You must keep your account within its credit limit and payment terms at all times. We may withhold despatch where your account is over its limit or any sum is overdue.

4.5 You are responsible for keeping your login details confidential and for all activity under your account, and must notify us immediately if you believe they have been compromised. You must also notify us promptly of any change to your company name, address, ownership or contact details.

5. How a contract is formed

5.1 Our Site guides you through the steps needed to place an order and allows you to check and amend errors before submitting it. Orders may also be placed by telephone or email during our opening hours.

5.2 After you place an order you will receive an email acknowledging receipt. **This is not acceptance of your order.**

5.3 Our acceptance takes place when we send you an email confirming that the Products have been despatched (the "**Despatch Confirmation**"). The contract between us is formed only at that point.

5.4 If we cannot supply a Product — for example because it is out of stock, no longer available, or there has been a pricing or description error — we will tell you by email and will not process that part of your order. If you have already paid, we will refund the amount paid for that Product.

5.5 All orders are charged at our prevailing price list rates unless otherwise agreed with you in writing.

5.6 **Orders cannot be cancelled or amended once placed.** Please check all details carefully before confirming. Where we agree in our absolute discretion to accept a cancellation, clause 11 applies.

5.7 **Information about electronic contracting.** Where you order through the Site:

a. the technical steps required to conclude the contract are those set out in clauses 5.1 to 5.3: you add Products to your basket, review and if necessary amend your basket, submit your order, receive our acknowledgement of receipt, and the contract is formed when we send the Despatch Confirmation;

b. we will file the concluded contract electronically and it will be accessible to you on request by contacting us using the details in clause 1.3;

c. before submitting your order you may identify and correct any input errors using the review and amend function at the checkout stage, and by checking the order summary presented to you before you confirm; and

d. the contract will be concluded in the English language, and these Terms are available only in English.

5.8 Save as set out in clause 5.7, you and we agree, as parties who are not consumers, that regulations 9(1), 9(2), 9(3) and 11(1)(b) of the Electronic Commerce (EC Directive) Regulations 2002 do not apply to any contract between us.

6. Price and payment

6.1 All prices are quoted in **pounds sterling (GBP)** and are for undecorated Products unless expressly stated otherwise.

6.2 Prices are subject to change without notice. The price applicable to your order is the price displayed or quoted at the time the order is placed.

6.3 We take reasonable care to ensure prices are correct, but if we discover an error in the price of Products you have ordered, we will contact you to ask whether you wish to continue at the correct price or cancel. We are under no obligation to supply Products at an incorrect price.

6.4 **Credit account payment terms are 30 days net from date of invoice**, subject to your account remaining within its approved credit limit. **Cash accounts** must pay in full by card or by bank transfer against a proforma invoice before despatch.

6.5 Payment must be made in full without any deduction, set-off, counterclaim or withholding of any kind. **Time for payment is of the essence.**

6.6 **Late payment.** If you fail to pay by the due date, we may:

- a. charge interest on the overdue amount at the statutory rate under the Late Payment of Commercial Debts (Interest) Act 1998, being **8% above the Bank of England base rate**, accruing daily from the due date until payment in full, whether before or after judgment;
- b. recover our reasonable debt recovery costs, including the fixed sum compensation provided for by that Act;
- c. suspend or withdraw your credit facility and suspend all further deliveries until all overdue sums are paid; and
- d. treat all sums owing on your account as immediately due and payable.

7. Delivery

7.1 We deliver to addresses within **mainland United Kingdom**. For all other destinations, please contact customer service before ordering, as different charges and lead times apply.

7.2 **Carriage.** Orders with a goods value of **£200 or more** are delivered carriage paid to mainland UK addresses. Orders below that value are subject to a carriage charge of **£15**.

7.3 **Despatch.** We aim to despatch orders placed and accepted before **11:00am, Monday to Friday**, the same working day. Orders placed after 11:00am, at a weekend, or on an English public holiday will be despatched the next working day.

7.4 **Delivery.** We aim to deliver within **5 working days** of despatch. Delivery dates and lead times are estimates only and are not guaranteed. They may vary during peak trading periods and around public holidays. **Time of delivery is not of the essence** and we are not liable for any delay in delivery, however caused.

7.5 We may deliver in instalments. Each instalment is a separate contract, and a delay or defect in one does not entitle you to cancel any other.

7.6 Deliveries are made during normal business hours and it is your responsibility to ensure someone is available to receive and sign for them. If delivery fails because no one is available, or because you gave us an incomplete or incorrect address, we may charge you the additional carriage cost of redelivery.

7.7 If you do not accept delivery within 10 working days of us notifying you that the Products are ready, we may resell or dispose of them and charge you for storage, resale and disposal costs and for any shortfall below the contract price.

8. Title and risk

8.1 **Risk** passes to you on delivery to the address you gave us, or on collection.

8.2 **Legal and beneficial title** does not pass to you until we have received payment in full and in cleared funds of all sums due on your account.

8.3 Until title passes, you must hold the Products as our bailee; store them separately from other goods and clearly identifiable as our property; not remove, deface or obscure any identifying mark or packaging; keep them in satisfactory condition and insured against all risks for their full price; and notify us immediately if you become subject to any event in clause 8.5.

8.4 You may resell or use the Products in the ordinary course of business before title passes. If you do, you sell as principal and not as our agent.

8.5 If, before title passes, you become subject to any insolvency event — including administration, liquidation, appointment of a receiver, an arrangement with creditors, or ceasing to trade — or if any payment is overdue, your right to possess and use the Products ends immediately, and we may require you to deliver up all Products in which title has not passed. If you do not do so promptly, we may enter any premises where they are stored to recover them.

9. Checking your delivery

9.1 It is your responsibility to check all deliveries carefully **before signing for and accepting them**, to ensure the correct number of packages has been received and there is no visible damage. Where damage or shortage is apparent, sign for the delivery as "damaged" or "short" accordingly.

9.2 We do not accept responsibility for packages you or your representative have accepted and signed for as received in good condition.

9.3 **Shortages or damage to garments** must be notified to us within **5 working days** of delivery. **Claims for non-delivery** must be made within **5 working days** of the date of our invoice or Despatch Confirmation.

9.4 Claims made outside these periods will not be accepted, and the Products will be deemed accepted by you.

9.5 Where a valid claim is made, our sole obligation is, at our option, to replace the affected Products or issue a credit. **No liability or credit will be given for any consequential loss.**

10. Faulty goods

10.1 You must inspect Products for quality, specification, size and packing faults on receipt and, in any event, **before any decoration, washing, alteration or other processing**.

10.2 Faulty Products must be notified to us within **7 working days** of supply and returned to us within **1 month** of supply.

10.2A Where a fault could not reasonably have been discovered by the inspection required by clause 10.1 — for example a latent defect in the fabric, stitching or dye that only becomes apparent in normal use — clause 10.2 does not apply. Instead, you must notify us **within 7 working days of the date on which you discovered, or ought reasonably to have discovered, the fault**, and in any event within **6 months** of delivery, and return the Products to us within 1 month of that notification.

10.3 The alleged fault must be clearly indicated. You must not deface, mark, cut, wash or otherwise modify the Product, as doing so will invalidate the claim.

10.4 Products will not be treated as faulty where the issue arises from fair wear and tear, misuse, failure to follow care or washing instructions, unsuitable storage, alteration or repair by anyone other than us, or from variation within the tolerances in clause 3.

10.5 Where we accept a Product is faulty, our sole obligation is, at our option, to replace it or issue a credit for its invoiced value. **We are not liable for the cost of decoration, printing, embroidery, transport, labour or any other processing applied to a faulty Product, nor for any consequential loss.**

11. Returns

11.1 Because all sales are made on a trade basis, **Products are strictly non-returnable other than where they are faulty or have been supplied in error by us.**

11.2 **No Product may be returned without our prior written authorisation.** You must contact customer service to obtain a Returns Authorisation ("**RMA**") number before returning anything. Products returned without an RMA number will be refused and returned to you at your cost.

11.3 Where we agree, in our absolute discretion, to accept a return of correctly supplied, non-faulty Products, the following conditions apply:

- a. the request must be made within **14 days** of delivery;
- b. the Products must be unused, unwashed, undecorated, unmarked and in their original, unopened packaging;
- c. a **restocking charge of 10% of the invoiced value** will be deducted from any credit issued;
- d. return carriage is at your cost and risk; and
- e. a credit note, not a cash refund, will normally be issued.

11.4 **The following cannot be returned under any circumstances, other than where faulty:** samples; specially ordered non-stock items; underwear; paper transfers, consumables, inks and embroidery threads; any Product that has been decorated, printed, embroidered, washed, altered or otherwise processed; and any Product removed from its original sealed polybag or packaging.

11.5 Returns must be sent to the address we confirm when the RMA number is issued. Until they reach us they remain your responsibility, and we recommend you obtain proof of postage.

12. Decoration and further processing

12.1 It is your responsibility to inspect all Products thoroughly before any decoration, printing, embroidery, washing, cutting or other processing takes place.

12.2 Where Products are shipped by us directly to a decorator or other third party on your instruction, it remains **your** responsibility to ensure they are inspected before processing.

12.3 Subject to clause 10.2A, once a Product has been decorated or otherwise processed it is deemed accepted by you as satisfactory, and no claim as to quality, colour, size or packing will be accepted.

12.4 We accept no liability whatsoever for the cost of decoration or any other further processing, or for any loss arising from it.

13. Resale of our products

13.1 Products are supplied to you for decoration and/or onward supply in the ordinary course of your business.

13.2 **You may not offer, list or sell undecorated Lemon & Soda Products on any online marketplace or third-party sales platform — including but not limited to Amazon, eBay, Etsy, Temu, Shein, Wish, Alibaba and TikTok Shop — without our prior written consent.**

13.3 You must not represent yourself as an agent, distributor, partner or authorised representative of Lemon & Soda UK Ltd unless we have appointed you as such in writing.

13.4 Breach of this clause is a material breach of these Terms. Without limiting any other right or remedy, we may suspend or close your account and refuse further orders.

14. Intellectual property

14.1 We are the owner or licensee of all intellectual property rights in the Site, in our Products, and in all material published on the Site, including its design, layout, appearance, graphics, text, product images and photography. The "Lemon & Soda" name, logo and associated marks are protected.

14.2 You may download, view, copy and print product images and product information from the Site, provided that they are used solely to promote and resell Products purchased from us; are not altered or modified, or cropped so as to misrepresent the Product; are not used in a way that suggests any endorsement or association that does not exist; and that all proprietary notices are retained.

14.3 All images remain the copyright of Lemon & Soda UK Ltd and/or our suppliers, and are made available for use during the current season or catalogue year only. We may withdraw permission to use any image at any time on notice.

14.4 Any other commercial use of material from the Site requires our prior written consent.

15. Use of our Site

15.1 Access to our Site is permitted on a temporary basis. We may withdraw or amend the Site, or any service or material on it, without notice, and will not be liable if the Site is unavailable at any time. We may restrict access to parts of the Site to registered trade account holders.

15.2 Information on the Site is provided for general information only, is subject to change without notice, does not constitute advice or a recommendation, and does not constitute an offer to enter into a contractual relationship.

15.3 You may use our Site only for lawful purposes. You must not use it in any way that breaches any applicable law or regulation, or that is unlawful or fraudulent; to send unsolicited or unauthorised advertising; to knowingly transmit any viruses, trojans, worms, spyware or other harmful code; or for any purpose relating to harming minors. You must not reproduce, duplicate, copy or re-sell any part of our Site, or access without authority, interfere with, damage or disrupt our Site, any equipment or network on which it is stored, or any software used in providing it.

15.4 We take reasonable precautions to keep the Site free of viruses and other malicious material, but cannot guarantee this and accept no liability for any loss or damage caused by a virus, denial-of-service attack or other technologically harmful material. You are responsible for configuring your own equipment to access the Site and should use your own virus protection software.

15.5 The Site may contain links to third-party sites and resources. These are provided for information only. We do not control or endorse them and accept no responsibility or liability for them.

16. Data protection

16.1 We process personal data in accordance with the UK General Data Protection Regulation, the Data Protection Act 2018, and the Privacy and Electronic Communications Regulations 2003.

16.2 Our **Privacy Policy** explains what personal data we collect, how we use it, who we share it with, how long we keep it, and what rights you have. Our **Cookie Policy** explains how we use cookies on the Site. Both form part of these Terms.

16.3 By using the Site you confirm that any personal data you provide — including that of your employees or contacts — is accurate and that you have the necessary authority to provide it to us.

16.4 **Marketing.** Where we send you marketing communications, you may opt out at any time using the unsubscribe link in any marketing email or by contacting us at info.uk@lemon-soda.eu. Opting out does not affect communications relating to your account or orders.

17. Our liability to you

17.1 Nothing in these Terms limits or excludes our liability for death or personal injury caused by our negligence; fraud or fraudulent misrepresentation; breach of the terms implied by section 12 of the Sale of Goods Act 1979; or any other liability that cannot lawfully be limited or excluded.

17.2 Subject to clause 17.1, **we will under no circumstances be liable to you, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for** any loss of profit, sales, business or contracts; loss of anticipated savings, revenue or goodwill; loss of or damage to data; loss arising from business interruption or stoppage of other work; the cost of decoration, printing, embroidery or other processing applied to any Product; or any indirect or consequential loss whatsoever.

17.3 Subject to clause 17.1, **our total liability in respect of all losses arising under or in connection with any contract between us shall in no circumstances exceed the price paid by you for the Products giving rise to the claim.**

17.4 **Our warranty.** We warrant that, on delivery, the Products will conform in all material respects to their description and will be of satisfactory quality, subject to the tolerances, colour and dye-lot variations and specification changes described in clause 3, and subject to clause 10.4.

17.5 **Your exclusive remedy.** Clauses 9, 10 and 11 set out your sole and exclusive remedies for any breach of the warranty in clause 17.4, and for any breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979. Where we replace the affected Products or issue a credit for their invoiced value in accordance with those clauses, we shall have no further liability to you in respect of that breach. **For the avoidance of doubt, this clause does not exclude those implied terms; it defines the remedy available to you for their breach.**

17.6 **Basis of this allocation of risk.** You acknowledge and agree that:

- a. the prices we charge for the Products have been set on the basis of the allocation of risk in clauses 9 to 12 and 17, and would be materially higher if we accepted a wider liability;
- b. **alternative terms carrying a higher limit of liability are available from us on request, at a correspondingly higher price**, and you may ask us for a quotation on that basis before placing any order;
- c. you are better placed than we are to inspect the Products before decoration or onward supply, to judge their suitability for your intended purpose, and to control the losses that would follow from a defect;
- d. you are able to insure, and we recommend that you insure, against loss of profit, decoration costs and other consequential losses arising from a defective Product; and
- e. you are free to obtain comparable products from other suppliers on different terms.

17.7 Except as expressly set out in these Terms, and subject always to clauses 17.1 and 17.4, all other warranties, conditions and other terms implied by statute or common law are excluded to the fullest extent permitted by law.

17.8 This clause survives termination of any contract between us.

18. Events outside our control

18.1 We will not be liable for any failure to perform, or delay in performing, any of our obligations where caused by an event outside our reasonable control (a "**Force Majeure Event**").

18.2 A Force Majeure Event includes strikes, lock-outs or other industrial action; civil commotion, riot, invasion, terrorist attack or war; fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic or other natural disaster; impossibility of the use of railways, shipping, aircraft, motor transport or other transport; failure of public or private telecommunications networks; import or export restrictions, customs delays, sanctions, or the acts, decrees, legislation, regulations or restrictions of any government; and failure or delay by our suppliers or subcontractors caused by any of the above.

18.3 Our obligations are suspended for the duration of the Force Majeure Event and we will have an extension of time to perform accordingly. We will use reasonable endeavours to bring it to a close or to find a solution by which our obligations may be performed despite it.

19. Changes, notices and other important terms

19.1 **Changes to these Terms.** We may revise these Terms at any time by amending this page. Please check it from time to time. The Terms that apply to your order are those in force on the date the order is placed. We may also revise our price lists, carriage charges, cut-off times and delivery services from time to time; the rates applicable to your order are those in force when it is placed.

19.2 **Notices.** Any notice under these Terms must be in writing and sent to us by email to info.uk@lemon-soda.eu or by pre-paid first class post to Lemon & Soda UK Ltd, Epworth House, 25 City Road, London, EC1Y 1AA, or to you at the email or postal address in your account. A notice is deemed received: if delivered by hand, on signature of a delivery receipt; if posted first class, at 9:00am on the second working day after posting; and if emailed, at the time of transmission, or at 9:00am on the next working day if sent outside business hours. This clause does not apply to the service of legal proceedings.

19.3 **Entire agreement.** These Terms, together with our Privacy Policy and Cookie Policy, constitute the entire agreement between us and supersede all previous agreements, promises, assurances, representations and understandings, whether written or oral. You acknowledge that you do not rely on, and shall have no remedy in respect of, any statement or representation not set out in these Terms. Any terms put forward by you, whether in a purchase order or otherwise, are expressly excluded and have no effect, even if we do not object to them. Nothing in this clause limits liability for fraud or fraudulent misrepresentation.

19.4 **Assignment.** We may transfer our rights and obligations to another organisation without affecting your rights. You may only transfer yours with our prior written consent.

19.5 **Third party rights.** No person other than you and us has any right to enforce any of these Terms under the Contracts (Rights of Third Parties) Act 1999.

19.6 **Severance.** If any provision is found to be illegal, invalid or unenforceable, it shall be modified to the minimum extent necessary to make it valid or, if that is not possible, deleted. The remaining provisions continue in full force.

19.7 **Waiver.** Any failure or delay by us in insisting on performance or enforcing a right is not a waiver of that or any other right.

19.8 **No partnership or agency.** Nothing in these Terms establishes any partnership or joint venture between us, makes either party the agent of the other, or authorises either party to make commitments on the other's behalf.

19.9 **Errors.** We may correct typographical, clerical or other errors or omissions in any sales literature, quotation, price list, invoice or other document issued by us, without liability.

20. Governing law and jurisdiction

20.1 These Terms, any contract between us, and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), are governed by and construed in accordance with **the law of England and Wales**.

20.2 You and we both irrevocably agree that the courts of England and Wales shall have **exclusive jurisdiction** to settle any such dispute or claim.

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