

KOKO ONLINE SHOP

TERMS AND CONDITIONS OF SALE

Please read these Terms and Conditions carefully before placing an order through the KOKO Online Shop. By placing an order, you confirm that you have read, understood, and agree to be bound by these Terms and Conditions.

1. ABOUT US

1.1 The KOKO Online Shop (the "Shop") is operated by The Hope Lease Limited, a company incorporated in England and Wales (company number 09773675) whose registered office is at 3rd Floor, 7 Greenland Street, London, NW1 0ND, trading as KOKO ("we", "us", "our").

1.2 The Shop is accessible via koko.co.uk or such other URL as we may designate from time to time.

1.3 To contact us, please email shop@koko.co.uk or write to us at the address above.

1.4 We are the seller of record for all products sold through the Shop. However, certain products are fulfilled directly by the fulfillment partners concerned. Details are set out in these Terms and where relevant on the relevant product listing page.

2. THESE TERMS

2.1 These Terms and Conditions ("Terms") govern every purchase you make through the Shop. They form a legally binding contract between you and us when your order is confirmed.

2.2 We may update these Terms from time to time. Any changes will be posted on this page with an updated "last updated" date. The Terms in force at the time you place your order will apply to that order.

2.3 These Terms are in addition to any statutory rights you have as a consumer under applicable UK law, including the Consumer Rights Act 2015 and the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the "CCR"). Nothing in these Terms affects your statutory rights.

3. PRODUCTS

3.1 We offer various products through the Shop. Product descriptions, sizes, specifications, and prices are set out on the relevant product listing page.

3.2 Product images on the Shop are for illustrative purposes. Colours and finishes may vary slightly from those shown due to differences in display settings. We use reasonable efforts to ensure listings accurately represent the products.

3.3 Limited Edition Prints. Certain prints are sold as numbered limited editions. Where a product is described as a limited edition:

- each print is individually numbered and hand-signed by the artist;
- the total edition size is as stated on the product listing page (for example, an edition of 125 means that only 125 prints will ever be produced in that edition);
- once the edition sells out, we may continue produce and sell prints but not as a numbered limited edition; and

- the edition number printed on your print will be assigned at the time of production and dispatch and cannot be specified in advance.

3.4 We reserve the right to withdraw any product from sale at any time. If a product you have ordered becomes unavailable after your order has been confirmed, we will notify you promptly and issue a full refund.

4. HOW TO ORDER

4.1 To place an order, select the product(s) you wish to purchase, add them to your cart, and complete the checkout process by providing your delivery and payment details.

4.2 By submitting an order, you are making an offer to purchase the relevant product(s) at the stated price. No contract is formed until we send you an order confirmation email (see Clause 4.3).

4.3 We will send you an order confirmation email once your order has been accepted and payment successfully processed. This confirmation constitutes our acceptance of your order and the point at which a binding contract is formed between us.

4.4 We reserve the right to decline any order at our discretion, including if a product is out of stock or where we suspect fraudulent activity. If we decline your order after payment has been taken, we will issue a full refund.

4.5 It is your responsibility to ensure that the delivery details you provide are accurate and complete. We cannot be responsible for non-delivery or delayed delivery arising from incorrect information provided by you.

5. PRICES AND PAYMENT

5.1 All prices are displayed in pounds sterling (GBP) and are inclusive of VAT where applicable at the rate in force at the time of your order.

5.2 Delivery charges (if any) are shown separately at checkout before you confirm your order.

5.3 Prices may change from time to time. The price applicable to your order is the price shown on the product listing page at the time you place your order.

5.4 Payment must be made in full at the time of ordering. We accept the payment methods listed at checkout. Payment is processed by a third-party payment provider; please refer to their terms and privacy policy for further information.

5.5 We use industry-standard encryption technology to protect your payment details. We do not store your full card details.

6. DELIVERY

6.1 Products sold through the Shop are fulfilled and dispatched by our fulfillment partners. Once we have confirmed your order, we will pass your order details (including your delivery address) for fulfilment.

6.2 We aim to dispatch Totes, T-shirts (Long and Short Sleeves) and Fans within 3 to 5 business days of order confirmation. Standard size prints (10"x12") will be dispatched within 7 business days.

"Business days" means Monday to Friday, excluding UK public holidays. If we are unable to meet

an agreed delivery date because of an event outside our control, we will let you know as soon as possible.

6.3 Postage & packaging is charged per order as follows:

T-shirts (long and short sleeves), Totes, Fans and Shopper:

UK Standard – £4.25

UK Tracked (48h) - £6.25

Print:

UK Standard £10

6.4 All delivery timescales are estimates as stated on the product listing page or at checkout and may vary occasionally. We are not liable for delays caused by the postal or courier service or events outside our control (see Clause 12).

6.5 Delivery is to the address you specify at checkout. We currently deliver to Great Britain and Northern Ireland.

6.6 All orders are dispatched by tracked post or courier. You will receive a dispatch notification email including a tracking reference once your order has been sent.

6.7 Risk in the products passes to you on delivery. Title passes to you on receipt of full payment.

6.8 If your order has not arrived within 14 days of the estimated delivery date, please contact us at shop@koko.co.uk so we can investigate.

6.9 If nobody is available to take delivery and the products are returned to us, we may charge you the reasonable costs of re-delivery, or cancel the order and refund you the price of the products less our reasonable costs.

7. YOUR RIGHT TO CANCEL

7.1 Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have the right to cancel your order without giving any reason within 14 days of the day on which you (or someone you nominate) receives the goods (the "Cancellation Period").

7.2 To exercise your right to cancel, you must inform us of your decision to cancel within the Cancellation Period by a clear statement (for example, an email to shop@koko.co.uk or a letter to our registered address above). You may use the model cancellation form at the end of these Terms, but you are not required to do so.

7.3 To meet the Cancellation Period deadline, it is sufficient to send your communication before the Cancellation Period expires.

7.4 On cancellation, you must return the product to us without undue delay and in any event no later than 14 days from the day on which you notify us of your decision to cancel. You must send the goods to the address we designate when processing the return. You are responsible for the cost of returning the goods unless they are defective or misdescribed (see Clause 8).

7.5 We will process any refund due to you without undue delay, and in any event within 14 days of: (a) the day we receive the returned goods; or (b) (if earlier) the day you provide us with evidence that you have returned the goods. We will refund the price of the goods including

standard delivery charges. We may reduce your refund if the goods show signs of unreasonable use.

7.6 We will process refunds using the same payment method you used for the original transaction, unless you have expressly agreed otherwise.

7.7 Please note that prints are carefully produced to order. To help preserve the condition and value of limited-edition prints, we ask that you handle and re-pack them with care when returning them. We reserve the right to deduct from your refund the diminution in value of the goods resulting from handling beyond what is necessary to establish the nature, characteristics, and functioning of the goods.

8. FAULTY, DAMAGED OR MISDESCRIBED GOODS

8.1 Under the Consumer Rights Act 2015, you are entitled to goods that are: (a) of satisfactory quality; (b) fit for purpose; and (c) as described.

8.2 If your product arrives damaged, is defective, or is not as described, please contact us within 30 days of delivery at shop@koko.co.uk with a description and photographs of the issue.

Depending on the nature of the problem and when you notify us, you may be entitled to:

- a full refund (if you reject the goods within 30 days of delivery);
- a repair or replacement; or
- a price reduction or final right to reject (where repair or replacement is not possible or has been unsuccessful).

8.3 Where goods are faulty or damaged in transit, we will arrange for their return at our cost.

8.4 Returns. In addition to your statutory rights, we will accept a return of any product within 30 days of receipt, provided the product is unused, unworn and unwashed. After 30 days of receipt, we will only accept returns of damaged or defective products. Returns are only accepted on products purchased online from the KOKO Shop.

8.5 How to return:

- Totes, T-shirts (Short and Long Sleeves) and Fans, please fill in the return form provided, and return the item(s) to:

RETURN KOKO
Order Number
Retro activewear
Morton Peto Road
Great Yarmouth
NR31 0LT

- Prints, please reach out to shop@koko.co.uk, return instructions will be provided.

Unless the return is due to our error or a faulty product, you are responsible for the cost of returning the product to us, and return postage will not be refunded.

8.6 Exchanges. We do not offer direct product exchanges. If you would like a different size, colour or style, please place a new order for the product you want and return the original product

to us for a refund in accordance with clause 7.3. Refunds are processed within 5–8 working days of the returned product being received at our warehouse, and exclude original delivery charges.

8.7 Faulty or incorrect products. If a product you receive is faulty, damaged, incorrect or not as described, contact us at shop@koko.co.uk with your order number and photographs of both the product and its packaging. Depending on the circumstances and your statutory rights, you may be entitled to a repair, replacement or full refund, and we will cover all shipping costs, including the cost of returning the product and sending a replacement.

8.8 These rights are in addition to (and do not affect) your right to cancel under Clause 7.

9. BUSINESS PURCHASES

9.1 If you are purchasing products for the purposes of your trade, business, or profession, the consumer cancellation rights in Clause 7 and the statutory remedies under the Consumer Rights Act 2015 set out in Clause 8 do not apply.

9.2 Business customers are subject to the implied terms under the Sale of Goods Act 1979 and Supply of Goods and Services Act 1982.

9.3 Our liability to business customers is set out in Clause 11.

10. INTELLECTUAL PROPERTY

10.1 All intellectual property rights in the artworks, images, and designs reproduced in the products ("Artworks") remain vested in the artist at all times. Your purchase of a physical product does not transfer any intellectual property rights to you.

10.2 You may not reproduce, copy, publish, distribute, broadcast, modify, create derivative works from, or otherwise exploit the Artworks (in whole or in part) for any commercial purpose without the prior written consent of the artist.

10.3 For the avoidance of doubt, your purchase entitles you to use any print or other products for personal, non-commercial purposes. Any other use requires separate permission from the artist.

10.4 All branding, logos, trade marks, and other intellectual property on the Shop and in our marketing materials are owned by or licensed to The Hope Lease Limited. You may not use them without our prior written consent.

11. OUR LIABILITY

11.1 Nothing in these Terms limits or excludes our liability for: (a) death or personal injury caused by our negligence; (b) fraud or fraudulent misrepresentation; (c) any breach of your statutory rights as a consumer; or (d) any other liability that cannot be limited or excluded by law.

11.2 Subject to Clause 11.1, we are not responsible for:

- indirect or consequential loss, loss of profit, loss of revenue, or loss of data;
- delays in delivery caused by circumstances outside our control (see Clause 12);
- loss or damage arising from your failure to provide accurate delivery details; or
- any damage to the goods after risk has passed to you.

11.3 Subject to Clause 11.1, our total liability to you in connection with any order shall not exceed the total price paid by you for that order.

11.4 If you are a business customer, we exclude all implied conditions, warranties, representations, or other terms relating to the products and our services to the fullest extent permitted by law.

12. EVENTS OUTSIDE OUR CONTROL

12.1 We will not be liable for any failure or delay in performing our obligations under these Terms where such failure or delay results from events, circumstances, or causes beyond our reasonable control, including (without limitation) extreme weather, fire, flood, natural disaster, industrial action, postal disruption, epidemic or pandemic, governmental action, or failure of third-party services or infrastructure.

12.2 If such an event occurs and is likely to affect our ability to dispatch your order, we will notify you as soon as reasonably practicable. If the delay is likely to be significant, you may contact us to cancel your order and receive a full refund.

13. YOUR PERSONAL DATA

13.1 We collect and process personal data in connection with your purchase, including your name, delivery address, email address, and payment information.

13.2 We are the data controller in respect of personal data collected through the Shop. We process your data in accordance with our Privacy Policy, which is available at koko.co.uk/privacy-policy.

13.3 In order to fulfil your order, we will share your delivery address and order details with the artist responsible for fulfilling your order. The artist will use this information solely for the purpose of dispatching your order and will not retain it for any other purpose.

13.4 By placing an order, you confirm that the personal data you provide is accurate and up to date. Please notify us promptly of any changes.

14. THIRD-PARTY LINKS AND SERVICES

14.1 The Shop may contain links to third-party websites or services (for example, payment processors). We are not responsible for the content, privacy practices, or terms of any third-party website or service, and your use of them is at your own risk.

15. GENERAL

15.1 Entire Agreement. These Terms (together with our Privacy Policy and any additional terms notified to you at the time of purchase) constitute the entire agreement between you and us in relation to your purchase.

15.2 Severability. If any provision of these Terms is found to be unlawful, invalid, or unenforceable, it will be treated as severed from the remaining provisions, which will continue in full force and effect.

15.3 Waiver. Our failure to enforce any right under these Terms shall not constitute a waiver of that right.

15.4 Variation. We may revise these Terms at any time. Revised Terms will be posted on the Shop. The Terms in force at the time you place your order will apply to that order.

15.5 Governing Law and Jurisdiction. These Terms and any dispute or claim arising out of or in connection with them (including non-contractual disputes) shall be governed by and construed in accordance with the law of England and Wales. If you are a consumer, you may also be entitled to bring proceedings in the courts of your country of habitual residence.

15.6 Online Dispute Resolution. The European Commission provides an online dispute resolution platform at <https://ec.europa.eu/consumers/odr/> which you may use as an alternative means of resolving disputes. Our email address for this purpose is legal@koko.co.uk.

15.7 Complaints. If you have a complaint about your order or our services, please contact us at shop@koko.co.uk. We will endeavour to respond within 5 business days.

16. CONTACT US

If you have any questions about these Terms, your order, or our products, please contact us:

- By email: shop@koko.co.uk
- By post: The Hope Lease Limited (t/a KOKO), 3rd Floor, 7 Greenland Street, London, NW1 0ND

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ANNEX — MODEL CANCELLATION FORM

(Complete and return this form only if you wish to cancel your order)

To: The Hope Lease Limited (t/a KOKO), 3rd Floor, 7 Greenland Street, London, NW1 0ND

Email: shop@koko.co.uk

I/We (*) hereby give notice that I/We (*) cancel my/our (*) contract of sale of the following goods:

Order reference number: _____

Ordered on: _____

Received on: _____

Name of consumer(s): _____

Address of consumer(s): _____

Signature of consumer(s) (only if this form is notified on paper):

Date: _____

(*) Delete as appropriate.