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## Terms and Conditions

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### 1. Our Agreement

1.1. These Terms apply to all Goods supplied by us via our Website. Orders are only accepted under these Terms and they may not be altered or added to without our written agreement.

1.2. In relation to the Contract we intend to rely upon these Terms and any documents referred to in them along with any written acceptance of an order placed by you as to the terms of the agreement between us.

1.3 Whilst we will accept responsibility for statements and representations made by our duly authorised agents, if you require any changes to these terms these must be set out in writing and signed by one of our directors. You will have an opportunity to check and correct any input errors in your order up until the point at which you submit your order by clicking the "Pay" button on the basket page. After you place an order, you will receive an email from us acknowledging that we have received an order. However, please note that this does not mean that your order has been accepted. An agreement between you and us for the sale of any Goods only exists after we have accepted your order and have confirmed it in writing by email to an email address you have given ("Acceptance Email"). Once we do so, there is a binding legal contract between us (the 'Contract' as defined above).

1.4 We may change these Terms without notice to you in relation to future sales. Therefore, please check and ensure that you understand the Terms which will apply at the time you purchase any Goods.

1.5 The Website is only intended for use by people resident on mainland Great Britain. We do not accept orders from individuals outside mainland Great Britain.

1.6 By placing an order through the Website, you warrant that:

1.6.1 You are legally capable of entering into binding contracts;

1.6.2 You are at least 18 years old; and

1.6.3 You are resident on mainland Great Britain and you are accessing the Website from there.

1.6.4 You are requesting the goods be delivered to mainland Great Britain.

1.7 We may provide links on the Website to the websites of other companies, whether affiliated with us or not. We cannot give any warranty or undertaking in relation to any products that you purchase from companies to whose website we have provided a link on the Website and any such warranties and undertakings are DISCLAIMED by us absolutely. This DISCLAIMER does not affect your statutory rights against the third-party seller.

## **2 The Description and Price of the Goods**

2.1. The description and price of the Goods you order will be as shown on the Website at the time you place your order. We reserve the right to vary the price of the Goods at any time before the Contract becomes binding on us. Whilst we try to ensure that all descriptions and prices are accurate and are kept up to date, errors may occur. If we discover an error in the price or description of the Goods you have ordered, we will let you know as soon as reasonably possible. We will then offer you the option of reconfirming your order or cancelling it in exchange for a full refund.

2.2. Our ability to supply the Goods is subject to us holding them in stock or being able to obtain them. If on receipt of your order, the Goods you have ordered are not available either in stock or by special order we will inform you as soon as reasonably possible and if we are unable to obtain them in an agreed time we will refund or credit you for any sum that has been paid by you or debited from your debit or credit card for the Goods.

2.3. In the event that we are unable to supply the Goods to you for a reason beyond our reasonable control, we will notify you and may offer you alternative similar products (if available). You shall be entitled to accept the alternative goods offered with a refund of any difference in the price if the substitute is cheaper or by paying extra (as notified to you in advance) if the substitute is more expensive or you shall be entitled to cancel your order and obtain a full refund of any amounts paid for the Goods which we cannot supply.

2.4. Whilst we try to maintain continuity of supply in relation to our product lines, we reserve the right to discontinue any product at any time and we shall be under no obligation to supply you with a discontinued product in the future. If you have already placed your order, we will notify you as soon as reasonably possible that the Goods are not available and offer you an alternative product if one is available or a full refund.

2.5. In the case of certain products, variations may arise in the finish of those products, for example where they originate from different factory batches. We shall not be liable for any loss caused by such variation where such variation does not diminish the quality of the Goods.

2.6. We take every precaution in the preparation of the information on the Website, but these documents and information are for your general guidance only and do not form part of the Contract). If you require advice in relation to the Goods, a specific request for advice should be made.

2.7. We reserve the right to increase the price of the Goods by giving notice to you prior to delivery to cover:

2.7.1. any increase in the cost which is due to any factor beyond our control including, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increases in the costs of labour, materials, or other costs of manufacture;

2.7.2. any change in delivery dates, quantities or specification of the Goods which are requested by you; or

2.7.3. any delay caused by any failure by you to give us adequate information or instructions, but if you do not wish to pay the higher price, you may cancel your order and claim a full refund.

2.8. Where you require delivery to be made, we may require you to pay a charge for the delivery of the Goods in addition to the price and, if applicable, this charge will be quoted to you at the time you place your order for the Goods.

2.9. The price of the Goods and delivery charges are inclusive of VAT unless VAT is shown as a separate element.

2.10. Prices and delivery charges displayed or otherwise communicated are valid and effective only in mainland Great Britain.

## **3. Payment for the Goods**

3.1. You can pay for the Goods and delivery charges by using the secure payment page provided by PayPal after completing the Order Page and your delivery details on the Basket Page. We do not have any access to your Debit / Credit card details at any time, this is wholly managed by PayPal on their secure server.

3.2. You must pay for the Goods at the time you place your order unless you hold an account with us or other credit terms which have been previously agreed in writing or you select to pay for the Goods on collection. If you fail to pay for the Goods on the date on which payment is due, we reserve the right to charge you interest on the amount unpaid at the rate of four per cent per annum above The Bank of England prevailing base rate from time to time, until payment is made. Payment by credit or debit card will not be effective until we are in receipt of cleared funds.

3.3. If you have an account with us, then payment is due on the last day of the month following the month in which the Goods are delivered unless other credit terms have been agreed between the parties. If you choose to pay for the Goods on collection, you will not be able to collect the Goods

prior to us receiving payment of all sums due in cleared funds.

3.4. If for any reason you owe us any money, we may deduct these sums in calculating any amount which we may owe you.

#### **4. Our Delivery of the Goods**

4.1. Before we agree to deliver the Goods to you, you must provide us with an address for delivery along with all of the information which we will reasonably require to enable us to determine whether we will be able to deliver the Goods, the appropriate method of delivery and the cost to you of providing the delivery service.

4.2. Your order will be fulfilled by the delivery date set out in our acceptance of your order or, if no delivery date is specified, then within 30 days of the date of our acceptance of your order, unless there are exceptional circumstances.

4.3. If we are unable to make an agreed delivery to your address for reasons due to our own fault, we will inform you as soon as possible and arrange another date for delivery or, if we are unable to deliver to the address at all refund or credit you for any sum that has been paid by you or debited from your debit or credit card for delivery.

4.4. If there is no one at the address you have given who is competent (and over the age of 18 years) to accept delivery of the Goods by signing for them or you wish to delay a previously agreed delivery date, we will seek to agree an alternative delivery date with you or agree for you to collect the Goods. We reserve the right to make an additional charge for re-delivery and further storage of the Goods and you will be informed of the amount at the time we arrange an alternative date.

4.5. If Goods are to be deposited other than on your private premises we will deliver the Goods as near as possible to the delivery address as is safe and the public highway permits. You will be responsible for complying with all regulations, permits and charges and for all steps which need to be taken for the protection of all persons or property. You will reimburse us in respect of all reasonable losses, damages, costs and expenses we may incur as a result of such delivery whether on the public highway or elsewhere. Subject to clause 9, we will remain liable for all losses caused by our own negligence.

4.6. We will only enter private property if we are given specific authority. Once invited onto private property we accept no liability for damage caused to that property by the delivery driver (whether directly employed by us or by a third party) unless caused by our own negligence. We reserve the right to refuse to deliver the Goods to premises that are considered by our delivery drivers to be unsuitable or unsafe. We will notify you as soon as reasonably possible of the reason for nondelivery.

4.7. You agree to reimburse us in respect of all losses, damages, costs and expenses that we incur in complying with any specific delivery instructions which you may give us and which relate to clauses 4.5 and 4.6 above. Any amount which you reimburse to us will be reduced in proportion to the extent that such losses, damages, costs and expenses are due to our negligence.

4.8. Unless we state otherwise, all our quotations and estimates assume delivery of the full contracted amount of Goods. We reserve the right to levy additional charges for delivery by instalments where requested by you.

4.9. If you keep our delivery vehicle waiting for an unreasonable time or the delivery driver is obliged to return without completing delivery, or if due to the nature of the Goods we have to provide additional staff to unload Goods, a reasonable additional charge will be made that reflects the extra services provided.

#### **5. Your Cancellation of the Contract and Return of the Goods**

5.1. If you are a consumer, you have a legal right to cancel a Contract formed over the internet, telephone or by mail order under the Consumer Protection (Distance Selling) Regulations 2000 during the period set out below in clause 5.2. This means that during the relevant period if you change your mind or for any other reason you decide you do not want to keep the Goods, you can notify us of your decision to cancel the Contract and receive a refund. Advice about your legal right to cancel the Contract is available from your local Citizens' Advice Bureau or Trading Standards office. This clause does not affect your right to return faulty or misdescribed Goods.

5.2. If you have ordered Goods on our Website or over the phone your right to cancel the Contract starts from the date of the Acceptance Email, which is the date the Contract between us is formed. Your right to cancel the Contract ends after the expiry of seven working days starting the day after you receive the Goods. A working day is any day other than the weekends and bank or other public holidays.

5.3. To exercise your right of cancellation, you must give written notice to us by hand, post or email, at the address, or email address shown below giving details of the Goods ordered and (where appropriate) their delivery:

16 Almond Drive  
Burtonwood  
Warrington  
WA5 4QE  
info@laserfleck.co.uk

5.4. If you exercise your right of cancellation after the Goods have been delivered to you, you will be responsible for returning the Goods to us at your own cost. The Goods must be returned to address above. You must take reasonable care to ensure the Goods are not damaged in the meantime or in transit. If the Goods are damaged (or have been modified) by you or are damaged in transit in a way that you could have foreseen (such as not being sent back in the same or similar packaging as sent to you), we will assess what damage has been caused and, at our discretion, those Goods may be rejected and a proportionate part of the refund withheld.

5.5. Once you have notified us that you are cancelling the Contract, we will refund or credit you within 30 days for any sum that has been paid by you or debited from your credit or debit card for the Goods, once the Goods are returned.

5.6. If you do not return the Goods as required under Clause 6.4, we may charge you a sum not exceeding our direct costs of recovering the Goods and/or replacing any Goods that are damaged.

5.7. You do not have the right to cancel the Contract if your order is for Goods that are made to your specifications or clearly personalised or which by reason of their nature cannot be returned or are liable to deteriorate or expire rapidly.

## **6. Your Acceptance of the Goods**

6.1. Your acceptance of Goods can take place in three ways:

6.1.1. by telling us that you have accepted the Goods;

6.1.2. by altering or customising the Goods in any way; or

6.1.3. by using the Goods or keeping the Goods longer than a reasonable time without telling us that you have rejected them.

## **7. Your Responsibilities on Delivery including Inspection**

7.1. If the Goods do not conform to your order, if they are damaged or faulty, if they are not of satisfactory quality or are otherwise defective you should reject them on delivery, or, if a defect is found after acceptance we will (subject to confirmation of the defect) exchange the Goods or refund you in full in accordance with clause 8 below.

7.2. Should a short delivery (of less than the full quantity of Goods ordered) have been made, you must notify us within a reasonable time of discovery of the short delivery and we will make good the shortage.

7.3. Where it would have been apparent on a reasonable inspection that the Goods do not conform to the Contract and you fail to give us notice of this within a reasonable time you will be deemed to have accepted the Goods and have waived any right to reject the Goods.

## **8. Defective Goods**

8.1. If the Goods have a Defect at the time of sale and you have not yet accepted the Goods, we will replace the Goods or, if this is not possible or you decide to reject the Goods, we will refund you in full for the defective Goods. Where you have accepted the Goods, the provisions of clause 8.2 shall apply.

8.2. Where you have accepted the Goods and within six months of delivery there is a Defect, we will replace the Goods or, if this is not possible or you decide to reject the Goods, we will refund you in full. However, we will not be obliged to do so if we can prove that the Goods did not have a Defect at the time they were delivered.

8.3. Nothing in these Terms will affect the terms of manufacturers' warranties and guarantees or your legal rights in relation to Goods that are faulty or not as described. Advice about your legal rights is available from your local Citizens Advice Bureau or Trading Standards office.

8.4. You cannot make a claim for any Defects in the Goods in the following cases:

8.4.1. if the Defect was brought to your attention on or before the time of sale;

8.4.2. if you inspected the Goods on or before the time of sale and the defect or fault was or should have been readily noticeable;

8.4.3. if the Defect would have become apparent on inspection within a reasonable time from delivery and notice of the Defect has not been given to us within a reasonable time from when the defect became apparent;

8.4.4. if the Defect arises from your wilful actions, negligence, abnormal working conditions, misuse or alteration of the Goods, failure to follow instructions relevant to the Goods or storage of the Goods in unsuitable conditions;

8.4.5. without prejudice to clause 5 if you change your mind about wanting the Goods or if after purchase you decide that you do not like a cosmetic aspect of the Goods such as colour or shape that was clearly intrinsic to the Goods at the time of purchase;

8.4.6. if you chose the Goods yourself for a purpose which was neither obvious nor made known to us and you find the item unsuitable for that purpose; or

8.4.7. if the Defect is a result of fair wear and tear.

## **9. Our Liability**

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

9.2. We have no liability to you for any loss of profit, loss of data, loss of business, business interruption, or loss of business opportunity in the use of the Goods.

9.3. We do not in any way exclude or limit our liability for:

9.3.1. death or personal injury caused by our negligence;

9.3.2. fraud or fraudulent misrepresentation;

9.3.3. any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);

9.3.4. any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and

9.3.5. defective products under the Consumer Protection Act 1987.

9.4. We will not be liable for any death, or personal injury to you or anyone under your control that was not caused by our negligence.

## **10. Ownership and Responsibility for the Goods**

10.1. Risk passes to you as soon as we have delivered the Goods and you will then be responsible for them.

10.2. You will have title (ownership) to the Goods once you have fully paid for them (cash or cleared funds) and any other sums outstanding between you and us whether in respect of this Contract or otherwise.

10.3. Until you hold title to the Goods you shall:

10.3.1. hold the Goods on trust on our behalf;

10.3.2. store the Goods separately from all other Goods or products in such a way that they remain identifiable as the Goods; and

10.3.3. not affix the Goods to any land or building in such a way that they become incapable of removal without material injury to the land or building.

## **11. Your Non-Payment / Insolvency**

11.1. If you are declared bankrupt, enter into an Individual Voluntary Arrangement with your creditors, fail to pay any invoice or any sum due to us under any contract or you commit a material breach of the Contract and fail to remedy that breach, all sums outstanding between you and us shall become immediately due and payable and we shall be entitled to do any one or more of the following (without prejudice to any other right or remedy we may have):

11.1.1. require payment in cleared funds in advance of any further orders you may make;

11.1.2. cancel or suspend any further deliveries to you under this or any other contract without liability on our part to the extent that we have not already received payment in cleared funds;

11.1.3. claim interest and compensation on the sums outstanding from the due date until payment is received in accordance with clause 3.2 above; and

11.1.4. terminate this or any other contract with you without liability on our part, provided that we shall complete orders on which you have made payment in full.

11.2. You will reimburse our costs including legal costs, which we incur in enforcing a breach of the Contract arising from your act or omission.

## **12. Data Protection**

By placing your order, you allow us to use your personal details for the purpose of supplying the Goods (including passing your details on to our employees/agents). We may share your information within our company network for purposes connected to or relating to the fulfilment of your order or for the internal accounting or compliance purposes. We also process information about you in accordance with our privacy policy. We will not use your details for any other purpose unless permitted to do so by applicable law.

### **13. Events Beyond Our Control**

We reserve the right to defer the date of delivery or to cancel the Contract or, with your consent (not to be unreasonably withheld or delayed), reduce the volume of Goods ordered by you (without liability to you) if we are prevented from or delayed in the carrying on of our business due to circumstances beyond our reasonable control, provided that, if the event in question continues for a continuous period in excess of 30 days, you shall be entitled to terminate the Contract by giving 14 days prior written notice and you shall be entitled to a refund in respect of any Goods not delivered to you.

### **14. General**

14.1. We may transfer our rights and obligations under a Contract to another organisation but this will not affect your rights or our obligations under these Terms.

14.2. You may only transfer your rights or obligations under these Terms to another person if we agree in writing.

14.3. We will try and solve any disagreements quickly and efficiently. If you are not happy with the way we deal with any disagreement and you want to take Court proceedings, then English law will apply and the courts of England and Wales will have exclusive jurisdiction in the case of any dispute.

14.4. Any waiver by us of any breach or default of these Terms does not mean that we will continue to waive that or any subsequent breach.

14.5. Each of the clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining clauses will remain in full force and effect.

14.6. Any reference in these Terms to any Statute, Statutory Provision or Regulation includes a reference to that Statute, Statutory Provision or Regulation as amended extended or re-enacted at the relevant time.

14.7. The headings of these Terms are for convenience only and shall not affect their interpretation.

14.8. Termination of the Contract shall not affect the rights and obligations that have already accrued at the time of termination.

14.9. Nothing in these Terms or the Contract is intended to or will create any benefit for or right to enforce any of the Terms of the Contract to any third party.