

# Terms and Conditions of Use OF THE WEBSITE

## Terms & conditions of use

This website, [www.prefsuk.com](http://www.prefsuk.com) (“the Website”) is provided as a free service to you by Prefs Limited of bankfield mill, bankfield street, bolton. lancashire. bl3 5nl (“we”, “us”, “our” or “ourselves”)

### 1. ACCEPTANCE OF TERMS

Your access to and use of the Website is subject exclusively to these Terms and Conditions. You must not use the Website for any purpose that is unlawful or prohibited by these Terms and Conditions. Your use of this Website constitutes your acceptance of these Terms and Conditions and the Privacy Statement. You must immediately stop using this website if you do not accept these Terms and Conditions.

### 2. INFORMATION ONLY

The contents of the Website are provided as an information source only. Unless otherwise expressly and specifically stated they do not constitute advice and should not be relied upon in making or refraining from making, any decision.

### 3. CHANGES TO WEBSITE

We reserve the right to:

- 3.1 change or remove the Website or any part of it without notice and you confirm that we shall not be liable to you for any such change or removal; and
- 3.2 change these Terms and Conditions at any time, and your continued use of the Website following any changes shall be deemed to be your acceptance of such change. For any substantial changes we will notify you by posting a notice on the Website.

### 4. LINKS TO THIRD PARTY WEBSITES

The Website may include links to third party websites that are controlled and maintained by others. Once you leave this website, whether or not you realise you are doing so, we are not responsible for the material on the other website that you enter nor are we responsible if such website is unavailable. Any link to other websites is not an endorsement of such websites and we exclude all liability that may arise in connection with or as a result of such external website material causing any damage, costs, injury or financial loss of any kind.

### 5. COPYRIGHT

5.1 This Website is owned by Prefs Limited and is protected by copyright, database and other intellectual property rights. All copyright, trade marks and all other intellectual property rights in the Website and its content (including without limitation the Website design, text, graphics and all software and source codes connected with the Website) are owned by or licensed to us or otherwise used by us as permitted by law.

5.2 In accessing the Website you agree that you will access the content solely for your personal, non-commercial use. None of the content may be downloaded, copied, reproduced, transmitted, stored, sold or distributed without our prior written consent save for the downloading, copying and/or printing of pages of the Website for personal, non-commercial home use only.

### 6. DISCLAIMERS AND LIMITATION OF LIABILITY

6.1 The Website is provided on an “as is” and “as available” basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

6.2 To the extent permitted by law we will not be liable for any consequential or indirect loss or damage whatever (including without limitation loss of business, opportunity, data, profits) arising out of or in connection with the use of the Website.

6.3 We make no warranty that the functionality of the Website will be uninterrupted or error free, that defects will be corrected or that the Website or the server that makes it available are free of viruses or anything else which may be harmful or destructive.

6.4 Nothing in these Terms and Conditions shall be construed so as to exclude or limit our liability for death or personal injury as a result of the negligence of ourselves or our employees or agents.

### 7. INDEMNITY

You agree to indemnify and hold Prefs Limited, its employees and agents free from and against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against Prefs Limited arising out of any breach by you of these Terms and Conditions or other liabilities arising out of your use of this Website.

### 8. SEVERANCE

If any of these Terms and Conditions should be determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such Term or Condition shall be severed and the remaining Terms and Conditions shall survive and remain in full force and effect and continue to be binding and enforceable.

## 9. GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the law of England and you hereby submit to the exclusive jurisdiction of the English courts.

## 10. ENQUIRIES

If you have any queries regarding this Website or the information contained on it please contact us by email at [info@prefsuk.com](mailto:info@prefsuk.com) or by telephone on +44 01204 63000

### Terms Of Conditions of Sale (Online)

These Terms and Conditions apply to all purchases from our website: [www.prefsuk.com](http://www.prefsuk.com). Please read them carefully before placing an order.

#### 1. DEFINITIONS

- 1.1 "Buyer" means the individual or organisation who buys or agrees to buy the Goods from the Seller;
- 1.2 "Consumer" shall have the meaning ascribed in section 12 of the Unfair Contract Terms Act 1977;
- 1.3 "Contract" means the contract between the Seller and the Buyer for the sale and purchase of Goods incorporating these Terms and Conditions;
- 1.4 "Delivery Charges" means the charges for delivery of the Goods set out on the Website
- 1.5 "Goods" means the articles that the Buyer agrees to buy from the Seller;
- 1.6 "Price" means the price for the Goods set out on the Website, exclusive of VAT
- 1.7 "Seller" means Prefs Limited, Bankfield treet, Bankfield Mill, Bolton. Lancshire. BL7 9DY. UK;
- 1.8 "Terms and Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing (whether by letter, fax or email) by the Seller.
- 1.9 "Regulations" means the Consumer Protection (Direct Selling) Regulations 2000 as amended
- 1.10 "Website" means the Seller's website at [www.prefsuk.com](http://www.prefsuk.com)

#### 2. CONDITIONS

- 2.1 Nothing in these Terms and Conditions shall exclude the statutory rights the Buyer may have as a Consumer.
- 2.2 These Terms and Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer from the Website and shall prevail over any other documentation or communication from the Buyer.
- 2.3 The submission of an order by the Buyer from the Website shall be deemed conclusive evidence of the Buyer's acceptance of these Terms and Conditions.
- 2.4 Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

#### 3. ORDERING

- 3.1 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Terms and Conditions and are subject to acceptance by the Seller. The Seller reserves the right to restrict the number of Goods the Buyer may order and to refuse any order.
- 3.2 All orders are subject to availability of the Goods. If the Goods are unavailable the Seller may, except in the case of bespoke orders, offer to sell to the Buyer Goods of a similar description to those ordered. If the Seller is unable to deliver Goods ordered by the Buyer (or a suitable alternative as aforesaid) it will notify the Buyer and the Seller will refund the Price and Delivery Charges to the Buyer within 30 days of the order unless the Buyer agrees to a longer period. The Seller shall have no further liability to the Buyer.
- 3.3 When making an order through the Website, the steps the Buyer needs to take to complete the order process are described in the Buy Online pages within the Website.

#### 4. PRICE AND PAYMENT

- 4.1 The Price of the Goods shall be as set out in pounds sterling on the Website. The Price is exclusive of VAT. The Price includes Delivery Charges if delivered within the mainland United Kingdom. Additional Delivery Charges are payable if delivery is outside of the mainland United Kingdom. The Buyer is responsible for the disclosure and payment of any import duties or other taxes which apply in the country to which the Goods are delivered.
- 4.2 The total purchase price, including the Price, VAT and, subject to clause 4.5 of these Terms and Conditions in respect of Goods for delivery outside the UK, Delivery Charges, if any, will be displayed in the Buyer's shopping cart prior to the Buyer confirming the order.
- 4.3 After the order is received where the Seller wishes to accept the order it shall confirm by email that it has received and accepted the order, which email shall be headed "Order Acknowledgement and Acceptance" and shall confirm the details, description and Price for the Goods.
- 4.4 The Seller must receive payment of the Price, VAT and Delivery Charges (including for the avoidance of doubt any extra Delivery Charges payable in respect of Goods to be delivered outside the UK under clause 4.5 of these Terms and Conditions) in full before it can accept any order and dispatch the Goods.
- 4.5 Where the Goods are to be delivered outside the UK any Delivery Charges over and above those set out on the Website will be calculated separately and the Seller will contact the Buyer with details of any such extra Delivery Charge payable by the Buyer.

## 5. RIGHTS OF SELLER

5.1 The Seller reserves the right to adjust the Price and specification of any item on the Website at its discretion in which event the new Price shall be published on the Website.

5.2 The Seller tries to ensure that all prices on the Website are accurate but mistakes can sometimes occur. If the Seller discovers an error in the Price of the Goods ordered by the Buyer the Seller will contact the Buyer as soon as possible and give the Buyer the option of either reconfirming the order at the correct price or cancelling it. If in these circumstances the Seller is unable to contact the Buyer the Seller will treat the order as being cancelled and will reimburse the Buyer with any money received by the Seller from the Buyer and the Seller shall be under no other liability to the Buyer.

5.3 The Seller reserves the right to withdraw any goods from the Website at any time.

5.4 The Seller shall not be liable to anyone for withdrawing any Goods from the Website or for refusing to process an order.

## 6. AGE OF CONSENT

6.1 Where Goods may only be purchased by persons of a certain age the Buyer will be asked when placing an order to declare that they are of the appropriate legal age to purchase the Goods.

6.2 If the Seller discovers that the Buyer is not legally entitled to order certain Goods, the Seller shall be entitled to cancel the order immediately, without notice and without liability to the Buyer or any third party.

## 7. WARRANTY

The Seller warrants that the Goods will at the time of dispatch correspond to the description given by the Seller. Except where the Buyer is dealing as a Consumer, all other warranties, conditions, or terms relating to fitness for purpose, merchantability or condition of the Goods, whether implied by Statute, common law or otherwise are excluded, and the Buyer is satisfied as to the suitability of the Goods for the Buyer's purpose.

## 8. DELIVERY

8.1 The aim of the Seller is to deliver the Goods to addresses within the United Kingdom within 2-5 working days of the receipt of payment but the Buyer should allow up to 28 working days for delivery.

8.2 Goods for delivery outside the UK will normally be delivered within working 10 days of the receipt of payment but the Buyer should allow 28 working days for delivery.

8.3 The Seller shall use its reasonable endeavours to meet any date agreed for delivery. In any event time of delivery shall not be of the essence and, except in respect of the liability to refund the Price and any Delivery Charges within 30 days or such longer period agreed with the Buyer in accordance with clause 3.2 of these Terms and Conditions where the Goods are unavailable, the Seller shall not be liable for any losses, costs, damages or expenses incurred by the Buyer or any third party arising directly or indirectly out of any failure to meet any estimated delivery date.

8.4 Delivery of the Goods shall be made to the Buyer's address specified in the order and the Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

8.5 Title and risk in the Goods shall pass to the Buyer upon delivery of the Goods.

## 9. CANCELLATION AND RETURN

9.1 The Buyer shall inspect the Goods immediately upon receipt and shall notify the Seller by emailing: sales@prefsuk.com within 7 working days of delivery if the Goods are damaged or do not comply with any of the Contract. If the Buyer fails to do so the Buyer shall be deemed to have accepted the Goods.

9.2 Where a claim of defect or damage is made the Goods shall be returned by the Buyer to the Seller. The Buyer shall be entitled to a full refund (including any Delivery Charges) plus any return postal charges if the Goods are in fact defective.

9.3 The Regulations apply to the Contract where the Buyer is a Consumer. These provide the Buyer, as a Consumer, with a right to cancel the order for Goods and receive a full refund (including any Delivery Charges) at any time up to the end of the seventh working day after the day on which the Buyer received the Goods. The Buyer does not need to give the Seller any reason for cancellation. The right to cancel an order should be exercised by informing the Seller within the said period by emailing sales@prefsuk.com The right of cancellation referred to in this clause

9.4 does not apply to business customers or to Goods made to the Buyer's specification or Goods which have been personalised

9.5 Goods subject to a cancelled order by a Consumer under clause 9.3 must be returned by the Buyer at the Buyer's expense and should be adequately insured during the return journey. The Buyer will receive a refund of all monies paid for the Goods (including Delivery Charges, if any), except for return postal charges, within 30 days of cancellation. If the Buyer fails to return the Goods following cancellation, the Seller shall be entitled to deduct the cost of recovering the Goods from the Buyer.

9.6 Goods to be returned must clearly show the order number obtained from the Seller on the package.

9.7 Where returned Goods are found to be damaged due to the Buyer's fault the Buyer will be liable for the cost of remedying such damage.

#### 10. LIMITATION OF LIABILITY

10.1 Except as may be implied by law where the Buyer is dealing as a Consumer, in the event of any breach of these Terms and Conditions by the Seller the remedies of the Buyer shall be limited to damages which shall in no circumstances exceed the Price of the Goods and the Seller shall under no circumstances be liable for any indirect, incidental or consequential loss, loss of profits or damage whatever.

10.2 Nothing in these Terms and Conditions shall exclude or limit the liability of the Seller for death or personal injury resulting from the negligence of the Seller or that of the Seller's agents or employees.

#### 11. COMPLAINTS

All complaints should be addressed to the Seller by email to sales@prefsuk.com or by writing to Customer services, Prefs Limited, Bankfield Mill, Bankfield Street, Bolton. Lancashire. BL3 5NL.

#### 12. WAIVER

No waiver by the Seller (whether express or implied) in enforcing any of its rights under this contract shall prejudice its rights to do so in the future.

#### 13. FORCE MAJEURE

The Seller shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, civil commotion, riot, act of terrorism, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, or failures of suppliers to supply materials for whatever reason, and the Seller shall be entitled to a reasonable extension of its obligations.

#### 14. SEVERANCE

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid illegal or unenforceable provision eliminated.

#### 15. CHANGES TO TERMS AND CONDITIONS

The Seller shall be entitled to alter these Terms and Conditions at any time but this right shall not affect the existing Terms and Conditions accepted by the Buyer upon making a purchase.

#### 16. THIRD PARTY RIGHTS

The Seller may transfer its rights under the Contract but otherwise nothing in these Terms and Conditions shall give any person who is not a party to the Contract any benefit or right to enforce any terms of the Contract.

#### 17. GOVERNING LAW AND JURISDICTION

These Terms and Conditions shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts.