

DELIVERY, RETURNS AND CONSUMER TERMS

This document (together with the documents expressly referred to in it) tells you information about us and the legal terms and conditions ("Terms") on which we sell any of the products ("Products") listed on our website ("our site") to you.

These Terms will apply to any contract between us for the sale of Products to you if you are a consumer ("Contract"). Please read these Terms carefully and make sure that you understand them, before ordering any Products from our site. Please note that by ordering any of our Products, you agree to be bound by these Terms and the other documents expressly referred to in it.

You should print a copy of these Terms or save them to your computer for future reference. We amend these Terms from time to time as set out in clause 6. Every time you wish to order Products, please check these Terms to ensure you understand the terms which will apply at that time.

These Terms, and any Contract between us, are only in the English language.

1. INFORMATION ABOUT US

1. We operate the website www.avrox.co.uk. We are Avrox Technologies Ltd, a company registered in England and Wales under company number 08915752 and with our registered office at Rosemary, Copgrove, Harrogate, HG3 3SZ, United Kingdom.
2. To cancel a Contract in accordance with your legal right to do so as set out in clause 8, you just need to let us know that you have decided to cancel. The easiest way to do this is to contact us via the form on our website. If you use this method we will e-mail you to confirm we have received your cancellation. You can also e-mail us at hello@avrox.co.uk. If you are emailing us or writing to us please include details of your order to help us to identify it. If you send us your cancellation notice by e-mail then your cancellation is effective from the date you send us the e-mail.
3. If you wish to contact us for any other reason, including because you have complaints, please visit our contact form.
4. If we have to contact you or give you notice in writing, we will do so by e-mail or by post to the address you provide to us in your order.

2. OUR PRODUCTS

1. The images of the Products on our site are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that the display of the colours accurately reflects the colour of the Products. Your Products may vary slightly from those images.
2. Although we have made every effort to be as accurate as possible, all sizes, weights, capacities, dimensions and measurements indicated on our site have a tolerance.
3. The packaging of the Products may vary from that shown on images on our site.
4. All Products shown on our site are subject to availability. We will inform you as soon as possible if the Product you have ordered is not available and we will not process your order if made.

3. HOW WE USE YOUR PERSONAL INFORMATION

1. We use your personal information to fulfil Contracts and to send you marketing related to other products and services similar to a previous sale to you (or negotiation for a sale) that we think may be of interest to you. If you do not wish to receive such marketing please contact us via the form on our website.
2. For further information please read our Privacy Policy, a link to which can be found on our website. Please take the time to read this, as it includes important terms which apply to you.

4. RESTRICTIONS

1. You may only purchase Products from our site if you are at least 18 years old. There may also be certain Products which can only be legally purchased if you satisfy the legal age requirement for that Product. Please do not attempt to order these Products through our site if you do not satisfy these age requirements as we are not allowed by law to supply these Products to you if you do not satisfy these age requirements.
2. You have legal rights in relation to Products that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

5. PLACING AN ORDER

1. Our shopping pages will guide you through the steps you need to take to place an order with us.
2. Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process.
3. After you place an order, you will receive an e-mail from us acknowledging that we have received your order. However, please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 5.4.
4. We will confirm our acceptance to you by sending you an e-mail that confirms that the Products have been dispatched ("Dispatch Confirmation"). The Contract between us will only be formed when we send you the Dispatch Confirmation.
5. If we are unable to supply you with a Product, for example because that Product is not in stock or no longer available or because we cannot meet your requested delivery date or because of an error in the price on our site as referred to in clause 11.5, we will inform you of this by e-mail and we will not process your order. If you have already paid for the Products, we will refund you the full amount including any delivery costs charged as soon as possible.

6. OUR RIGHT TO VARY THESE TERMS

1. We may amend these Terms from time to time.
2. Every time you order Products from us, the Terms in force at that time will apply to the Contract between you and us.
3. We may revise these Terms from time to time in the following circumstances:
4. changes in how we accept payment from you; or
5. changes in relevant laws and regulatory requirements.
6. If we have to revise these Terms as they apply to your order, we will contact you to give you reasonable advance notice of the changes and let you know how to cancel the Contract if you are not happy with the changes. You may cancel either in respect of all the affected Products or just the Products you have yet to receive. If you opt to cancel, you will have to return (at our cost) any relevant Products you have already received and we will arrange a full refund of the price you have paid, including any delivery charges.

7. RIGHT OF RETURN AND REFUND

1. You have a legal right to cancel a Contract during the period set out below in clause 7.3. This means that during the relevant period if you change your mind or for any other reason you decide you do not want to receive or keep a Product, 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.
2. However, this cancellation right does not apply in the case of:
 - i. any products made to your specification or clearly personalised;
 - ii. newspapers, periodicals or magazines with the exception of subscription contracts;
 - iii. goods likely to deteriorate or expire rapidly;
 - iv. sealed goods which are not suitable for return due to health protection or hygiene, if the goods become unsealed after delivery;
 - v. sealed audio or video or computer software, if the goods become unsealed after delivery;
 - vi. if the goods become mixed inseparably (according to their nature) with other items after delivery.
3. Your legal right to cancel a Contract starts from the date of the Dispatch Confirmation (the date on which we e-mail you to confirm our acceptance of your order), which is when the Contract between us is formed. Your deadline for cancelling the Contract then depends on what you have ordered and how it is delivered, as set out in the table below:
4. To cancel a Contract, you just need to let us know that you have decided to cancel. The easiest way to do this is to contact us via the form on our website. If you use this method we will e-mail you to confirm we have received your cancellation. [You can also e-mail us at hello@avrox.co.uk. If you are e-mailing us or writing to us please include details of your order to help us to identify it. If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you send us the e-mail or post the letter to us. For example, you will have given us notice in time as long as you get your letter into the last post on the last day of the cancellation period or e-mail us before midnight on that day.]
5. If you cancel your Contract we will:
 - i. refund you the price you paid for the Products. However, please note we are permitted by law to reduce your refund to reflect any reduction in the value of the goods, if this has

- ii. been caused by your handling them in a way which would not be permitted in a shop.
 - ii. refund any delivery costs you have paid, although, as permitted by law, the maximum refund will be the costs of delivery by the least expensive delivery method we offer (provided that this is a common and generally acceptable method). For example, if we offer delivery of a Product within 3-5 days at one cost but you choose to have the Product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.
 - iii. make any refunds due to you as soon as possible and in any event within the deadlines indicated below:
 - iv. if you have received the Product and we have not offered to collect it from you: 14 days after the day on which we receive the Product back from you or, if earlier, the day on which you provide us with evidence that you have sent the Product back to us.
 - v. if you have not received the Product or you have received it and we have offered to collect it from you: 14 days after you inform us of your decision to cancel the Contract.
6. If you have returned the Products to us under this clause 7; because they are faulty or mis-described, we will refund the price of the Products in full, together with any applicable delivery charges, and any reasonable costs you incur in returning the item to us.
 7. We will usually refund you on the credit card or debit card used by you to pay.
 8. If a Product has been delivered to you before you decide to cancel your Contract:
 - i. then you must return it to us without undue delay and in any event not later than 14 days after the day on which you let us know that you wish to cancel the Contract. Please contact us to discuss how to arrange a return;
 - ii. unless the Product is faulty or not as described, you will be responsible for the cost of returning the Products to us. If the Product is one which cannot be returned by post, we estimate that if you use the carrier which delivered the Product to you, these costs should not exceed the sums we charged you for delivery.
 9. Because you are a consumer, we are under a legal duty to supply Products that are in conformity with this Contract. As a consumer, you have legal rights in relation to Products that are faulty or not as described. These legal rights are not affected by your right of return and refund in this clause 7 or anything else in these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

8. DELIVERY

1. We will contact you with an estimated delivery date, which will be within [30] days after the date of the Dispatch Confirmation (the date on which we e-mail you to confirm our acceptance of your order). Occasionally our delivery to you may be affected by an Event Outside Our Control. See clause 14 for our responsibilities when this happens.
2. [If no one is available at your address to take delivery, our courier will leave you a note that the Products have been returned to their premises, in which case, please contact them to rearrange delivery.]
3. Delivery of an Order shall be completed when we deliver the Products to the address you gave us and the Products will be your responsibility from that time.
4. You own the Products once we have received payment in full, including all applicable delivery charges.
5. If we miss the [30] day delivery deadline for any Products then you may cancel your Order straight away if any of the following apply:
 6. we have refused to deliver the Products;
 7. delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
 8. you told us before we accepted your order that delivery within the delivery deadline was essential.
 - i. If you do not wish to cancel your order straight away, or do not have the right to do so under clause 8.5, you can give us a new deadline for delivery, which must be reasonable, and you can cancel your Order if we do not meet the new deadline.
 - ii. If you do choose to cancel your Order for late delivery under clause 8.5 or clause 8.6, you can do so for just some of the Products or all of them, unless splitting them up would significantly reduce their value. If the Products have been delivered to you, you will have to return them to us or allow us to collect them, and we will pay the costs of this. After you cancel your Order we will refund any sums you have paid to us for the cancelled Products and their delivery.

9. NO INTERNATIONAL DELIVERY

1. Subject to clause 10 below, we do not delivery to addresses outside the UK.
2. You may place an order for Products from outside the UK, but this order must be for delivery to an address in the UK.

10. DELIVERY TO BFPO ADDRESSES

1. We ship to all BFPO addresses.

11. PRICE OF PRODUCTS AND DELIVERY CHARGES

1. The prices of the Products will be as quoted on our site from time to time. We take all reasonable care to ensure that the prices of Products are correct at the time when the relevant information was provided. However if we discover an error in the price of Product(s) you ordered, please see clause 11.5 for what happens in this event.
2. Prices for our Products may change from time to time, but changes will not affect any order which has been confirmed.
3. The price of the product includes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Products in full before the change in VAT takes effect.
4. The price of a Product does not include delivery charges unless stated. Our delivery charges are as advised to you during the check-out process, before you confirm your order. To check relevant delivery charges, please refer to our Delivery Charges page.
5. Our site contains a large number of Products. It is always possible that, despite our reasonable efforts, some of the Products on our site may be incorrectly priced. We will normally check prices as part of our dispatch procedures so that:
 - i. where the Product's correct price is less than the price stated on our site, we will charge the lower amount when dispatching the Products to you. However, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, we do not have to provide the Products to you at the incorrect (lower) price; and
 - ii. if the Product's correct price is higher than the price stated on our site, we will contact you as soon as possible to inform you of this error and we will give you the option of continuing to purchase the Product at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing.

12. HOW TO PAY

1. You can pay for Products using Paypal and most debit and credit cards. We reserve the right to apply a surcharge in relation to credit card transactions.
2. Payment for the Products and all applicable delivery charges is in advance. We reserve the right to charge your debit card or credit card before we dispatch your order.

13. OUR LIABILITY

1. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into the Contract.
2. We only supply the Products for domestic and private use. You agree not to use the product for any commercial, business or re-sale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
3. We do not in any way exclude or limit our liability for:
4. death or personal injury caused by our negligence;
5. fraud or fraudulent misrepresentation;
6. any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
7. 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
8. defective products under the Consumer Protection Act 1987.

14. EVENTS OUTSIDE OUR CONTROL

1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in clause 14.2.
2. An "Event Outside Our Control" means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
3. If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:
 - i. we will contact you as soon as reasonably possible to notify you; and
 - ii. our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Products to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.
4. You may cancel a Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact us. If you opt to cancel, you will have to return (at our cost) any relevant Products you have already received and we will refund the price you have paid, including any delivery charges.

15. COMMUNICATIONS BETWEEN US

1. When we refer, in these Terms, to "in writing", this will include e-mail.
2. You may contact us as described in clause 1.2 and 1.3.

16. OTHER IMPORTANT TERMS

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.
2. You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.
3. This contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties Act) 1999 or otherwise.
4. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
5. If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
6. Please note that these Terms are governed by English law. This means a Contract for the purchase of Products through our site and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.
7. We will not file a copy of the Contract between us.