

Our trading terms and conditions - Amourelle Products

Last Updated January 2018

1 Our Contract

These Terms and Conditions govern the supply of goods sold by EasyGates Ltd/ Trading as Amourelle Products Unit 16 James Scott Road, Halesowen, West Midlands. B63 2QT (the seller) to the customer (the purchaser) named on the order form provided on the Amourelle Products website. Together with the completed order form, these Terms and Conditions constitute the entire and only agreement between us in relation thereto. Our acceptance of your order by delivery of the goods constitutes a legally binding contract between us on these terms and conditions.

2 Price and Payment

- 2.a The price payable for the goods you order is as set out on our web site at the time you place your order.
- 2.b We must receive payment for the whole of the price of the goods you order before your order can be accepted.

3 Tax

Please note that all prices displayed on this site are **subject to UK VAT**, which is currently 20%. UK VAT is not charged on orders dispatched to the Channel Islands or countries outside the EU.

4 Transfer of Title

Title of the goods shall only pass to the purchaser from the date of payment in full under this contract. Until such time, the goods remain the absolute property of the seller. The purchaser hereby grants the seller, its representatives and agents a license to enter upon the purchasers premises for the purpose of repossessing the goods. Should repossession of goods be valid the contract between ourselves the seller and the purchaser will be immediately cancelled.

5 Delivery of Goods

Unless you tell us you wish to collect the goods we will dispatch them to the address entered on your order. We cannot be held responsible for loss of goods if incorrect delivery address details have been given. A valid signature may be required on collection. We do not dispatch goods to PO Box numbers. Immediately upon dispatch, title in the goods will pass to you. In the unlikely event that you have not received all the goods within 10 days of dispatch you must notify Amourelle Ltd immediately.

5a Late Postal Delivery

Whilst the majority of the packages we despatch by Royal Mail first and second class post reach their destination within 1-4 working days Royal Mail won't consider a package as lost until 15 working days have elapsed and regrettably Royal Mail are unable to trace items despatched by normal letter post but in the event of late delivery of an item please notify us and we'll dispatch a replacement package 10 working days after the original package was posted. Royal Mail's policy on missing items can be found on their website: www.royalmail.com

6 Availability

While we endeavor to hold sufficient stock to meet all orders, if we have insufficient stock to supply or deliver the goods ordered and paid for by you, we may, at our discretion, supply or deliver a substituted product.

7 Product Description and image accuracy

We try to give you the fullest information about the product including an image. If something is not clear on the website, please e-mail or call us to confirm any details you require before ordering. We will accept returns in these circumstances only if the carriage is paid by the customer. If there is a genuine mistake on the website we will of course rectify the situation to a satisfactory conclusion.

8 Cancellation and Returns

8.a If you change your mind

If you have changed your mind about any item you've ordered and wish to return it, then in line with the UK Trading Standards Consumer Contracts Regulations you can do so provided you inform us of your decision within fourteen (14) days of receipt. The item must not be used and must be 'as new' complete with original packaging & accessories when returned to us. Once you've informed us that you wish to return goods under the Consumer Contracts Regulations, you have 28 calendar days to do so at your own expense and for your protection; we strongly recommend that you insure your return shipment against loss or damage, and that you use a shipper that can provide you with proof of delivery. Once the item is received at Amourelle Ltd, we'll issue a full refund for the product to your original payment method (not including shipping and third party payment processing costs incurred) Please note this returns policy has some limitations and does not apply to business customers.

8.b Return of goods outside the 14 day period as described above

We may at our discretion accept goods back for refund up to 28 days after they were supplied, in which case, 20% of the purchase price will be deducted in addition to the shipping charge. We request that you contact us prior to returning any goods and we strongly recommend that you insure your return shipment against loss or damage and that you use a shipper that can provide you with proof of delivery.

8.c Return of Special order items

Special order items such as garage door springs and Arcadian door gear kits that have been despatched direct from our supplier may be returned for refund but 20% of the original price will be deducted in addition to the shipping charge. Once you've informed us that you wish to return the goods you have 28 calendar days to do so at your own expense and for your protection, we strongly recommend that you insure your return shipment against loss or damage, and that you use a shipper that provides parcel tracking information.

8.d Items Damaged in Transit

If any items were damaged in transit, we ask that you report it to us within 7 days. If the items are visibly damaged on receipt, it's best to sign the carrier's delivery note accordingly. Items should be returned in their original packaging complete with all accessories and documentation. Once received back at our premises, we'll issue a replacement or full refund to you via your original payment method.

8.e Items Faulty on Arrival

If your items are faulty on arrival, you have 28 calendar days in which to inform us of the fault. Items should be returned in their original packaging complete with all accessories and documentation. Once we have verified the fault, we'll issue a replacement or full refund to you via your original payment method. We test all returned items, and if a returned item is found not to be faulty we will return the item to you, in this instance you may be liable for the return carriage.

8.f If goods are being returned because they are faulty, incorrect goods or because of unsuitable substitution by us we will meet the cost of return but we ask that you allow us to nominate the carrier.

9 Faulty Goods Outside The First 28 days

If a product is deemed defective outside the first 28 days but within the manufacturers warranty period you are requested to notify us prior to returning the goods for inspection. The goods should be returned to us at your own expense and for your protection, we strongly recommend that you insure your return shipment against loss or damage, and that you use a shipper that provides parcel tracking information. Please note that you will be requested to pay the cost of return postage or carriage.

10 Liability

If you have notified us of a problem with the goods, we will (at your option) either make good any shortage or non-delivery; replace or repair any goods that are damaged or defective upon delivery; or refund to you the amount paid by you for the goods in question. We will not be liable to you for any loss of profits, administrative inconvenience, disappointment, indirect or consequential loss or damage arising out of any problem in relation to the goods and we shall have no liability to pay any money to you by way of compensation other than any refund we make under these conditions. All goods supplied by us, the seller are warranted fit for the normal purpose for which such goods are intended. No liability is accepted if the goods are found not to be fit for any other purpose whether or not such other purpose was made known to the seller before the contract was made. Any recommendations made by the seller in such circumstances are made in good faith but as the conditions of use are outside the control of the seller it is for the purchaser to satisfy himself as to the suitability of the goods. This does not affect your statutory rights as a consumer, nor is it intended to exclude our liability to you for fraudulent misrepresentation or for death or personal injury resulting from our negligence. In no circumstances is the seller liable for any loss, personal injury or damage arising from self installation of goods supplied.

11 Goods Damaged in Transit

Check the packaging for damage before signing for a delivery from our courier. In the unlikely event of damage please either sign for the goods as "Received Damaged" or reject the goods as damaged and call us immediately as our couriers will not accept responsibility of any transit damage unless notified within three days.

12 Termination

We may suspend further supply or delivery, stop any goods in transit or terminate our contract by notice in writing to you if you are in breach of an obligation hereunder or you become unable to pay your debts when they fall due or proceedings are commenced by or against you alleging bankruptcy or insolvency. Upon termination, your indebtedness to us becomes immediately due and payable and we shall be under no further obligation to supply goods to you.

13 Force Majeure

We shall have no liability to you for any failure or delay in supply or delivery or for any damage or defect to goods supplied or delivered hereunder that is caused by any event or circumstance beyond our reasonable control (including, without limitation, strikes, lockouts and other industrial disputes).

14 General

If any part of these conditions is invalid, illegal or unenforceable (including any provision in which we exclude our liability to you) the validity, legality or enforceability of any other part of these conditions will not be affected. This contract shall be governed by and interpreted in accordance with English law.

15 Privacy & Confidentiality

We assure you that your confidentiality will be maintained in all dealings with our company. We will not rent or sell your name, address, e-mail address, credit card information or personal information to any third party.

16 Waste Electrical or Electronic Equipment (WEEE) Disposal Scheme

In accordance with WEEE Regulations we will recycle your old electrical items on a like-for-like basis when you purchase items such as batteries, light bulbs and portable mains power appliances from us.

Visit the following page for details: www.amourelle.co.uk/weee_regulations.pdf



**Amourelle
Products**

The Garage Door Spares and Automation Specialists

©Copyright 2017 EasyGates Ltd/ Trading as Amourelle Products
Unit 16 James Scott Road, Halesowen, West Midlands. B63 2QT

Phone: +44 (0) 1384 900 264 E-mail: email@amourelle.co.uk
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