

TERMS & CONDITIONS of BUSINESS

1 DEFINITIONS

- 1.1 Site means www.devonartstands.co.uk
- 1.2 'We', 'Us' 'Our' means Devon Art & Display Stands.
- 1.3 You', 'Your', 'The Customer' means the buyer of Goods or user of the site
- 1.4 Use of the site shall be deemed acceptance of these terms and conditions

2 PRODUCTS

- 2.1 All products displayed are as accurate as possible. However, we are not responsible if the colours of some items vary from the item displayed on the Site by virtue of your screen size or resolution
- 2.2 We reserve the right to withdraw an item from the Site without notice.
- 2.3 E-mail confirmation will be sent on all confirmed orders to the email address which you have supplied.
- 2.4 We will only be responsible for the loss of your order up to a maximum of the total order price in respect of any claim.

3 PRICING AND PAYMENT

- 3.1 Prices are subject to availability and may change without notice.
- 3.2 Prices are inclusive of VAT unless shown otherwise.
- 3.3 We reserve the right to refuse or cancel any order, and provide a full refund if applicable.
- 3.4 For security reasons, goods will only be dispatched once payment and address have been confirmed.
- 3.5 You should ensure that all personal details provided are accurate. We will accept no responsibility for loss, damage or failure of delivery if your details are not correct.
- 3.6 Any changes in your personal details or delivery address should be notified to us as soon as possible to ensure prompt delivery of products and services.
- 3.7 We process card payments by a secure third party who reserves the right to refuse payment if there are insufficient funds.
- 3.8 We also accept payment by cheque but you should note that no goods shall be dispatched until cleared funds have been received into our Bank account (this may

add a delay of up to one week from the date of receipt of your cheque)

4 ORDER PROCESSING AND FULFILLMENT

4.1 If we cannot fulfil your order from stocks held we will notify you as soon as possible with an anticipated delivery time or order cancellation. Any order for out of stock items will not usually be fulfilled for at least 28 days from the date of order.

4.2 We will endeavour to process orders received before 15.00 Hours on the same day but do not guarantee that it will be processed on the day that it is received

4.3 Delivery for small items will be by first class post and should be received within 7 days of dispatch. We do not accept responsibility for postal strikes or delays and therefore you should allow 28 days for delivery.

4.4 Delivery of display stands and table-top displays will be by courier. By taking delivery of the product you shall be deemed to have examined the product and to have found it in good order and condition and reasonably fit for its purpose. Should the product be received damaged or in an un-satisfactory condition, notification to us must be made within 24 hours of delivery. Any loss or damage not notified within the stipulated time period will be paid for in full by you. Any package delivered in a damaged condition MUST be recorded on the carriers delivery note and Devon Art and Display Stands informed immediately. If we agree a specific delivery date with you, you must take delivery as agreed. Failure to take delivery will result in any storage and/or re-delivery charges incurred by us being recharged to you in full. Failure to take delivery does not result in cancellation of an order.

5 RETURNS

5.1 In compliance with the Distant Selling Regulations we offer a 7 day money back guarantee from the date of delivery of your order provided:

5.1.1 You contact us on the day of delivery with reasons for the return. We reserve the right to make a charge for return postage or courier if we have to arrange this.

5.1.2 All returns must include the original online order confirmation.

5.1.3 All returned goods must be unused and in their original packaging with all labels attached and intact.

5.1.4 We will not refund delivery or packaging charges.

5.1.5 We reserve the right to refuse return of any item which is not returned in accordance with these Terms and Conditions

5.1.6 All refunds will only be made to the original cardholder.

6 GUARANTEE

6.1 All our goods are guaranteed against manufacturing defects which become apparent and are notified to us by you within two years of the date of delivery of such goods to you.

6.2 Our guarantee is strictly limited to inherent defects in materials and/or workmanship and we accept no liability whatsoever for any default caused by improper use or abuse of the goods.

6.3 We reserve the right at our discretion to repair or replace the defective goods or provide a full refund for the amount you paid for the goods originally.

6.4 In order that we may inspect any goods suspected of being defective you must now return these goods and if the goods prove to be inherently defective under the terms of this guarantee we will refund in full the cost of postage incurred by you.

6.5 If upon inspection of the goods no inherent defect is found then we will make the goods available for collection by you or alternatively make arrangements in respect of the postage of such goods back to you, at your cost. If you do not accept the return of the goods we may charge you storage fees and/or a disposal fee.

7 OUR WEBSITE

7.1 Any use of the site or its content other than for personal and non-commercial use, is strictly prohibited

7.2 Our written permission is to be obtained for any commercial use of the site or use of any items displayed upon it.

7.3 We cannot guarantee that the site is free from virus infection or any contaminating or destructive properties.

7.4 We shall not be held liable for any damage or loss to data, software or computer equipment resulting from use of our Site.

7.5 You are responsible for the security and confidentiality of your account and password.

7.6 To the extent permitted by law, the site disclaims all warranties, expressed or implied, as to the accuracy of the information contained in any of the materials displayed on the site.

8 TERMS OF HIRE

8.1 Hire Terms

Hired equipment remains the responsibility of the hirer between the dates agreed or until returned to us, and must be insured accordingly. By taking delivery of the equipment the hirer shall be deemed to have examined the equipment and to have

found it in good order and condition and reasonably fit for its purpose. Should the goods be received damaged or in an un-satisfactory condition, notification to us must be made within 24 hours of delivery. Any loss or damage not notified within the stipulated time period will be paid for in full by the hirer. The hirer will fully and completely indemnify us against all actions, costs, claims and demands whatsoever brought or made against us, by any party arising out of the hire by us to the customer of any goods, materials, fittings and packaging save only where the same shall arise by reason of negligence on our part. In the event of hire equipment not being returned by the specified date, or not being available for collection on the pre-arranged date, Devon Art and Display Stands reserves the right to charge up to 50% of the total invoice value for each overdue day and recharge any re-collection costs imposed by our couriers. Should the hire be cancelled between 10 days and 48 hours before the hire commences, a cancellation fee of 10% will be charged, if cancelled 48 hours or less before the hire commences, a cancellation fee of 25% will be charged in addition to any costs incurred by Devon Art and Display Stands. No liability shall attach to Devon Art and Display Stands for any delay in the delivery of the equipment due to unforeseen circumstances or causes beyond its control.

9 PRIVACY POLICY

9.1 We respect your privacy and will not release your personal details to any other outside company for marketing purposes.

9.2 When purchasing from our Site we will gather personal user data for in-house information only. This will include name, address, telephone number, e-mail address and payment method.

9.3 Personal information will be used to ensure that we provide the services offered.

9.4 We will use your personal information to contact you with special offers and details of the services that we offer to confirm log in and site terms and for general company information.

9.5 Your personal details will be stored on our database and will not be provided to outside marketing companies or other organisations.

9.6 We will need details of your billing address if it is different from the shipping address.

9.7 We comply with the Data Protection Act (1998) and consumer legislation and all data is treated confidentially by us.

9.8 The site uses a reputable and certified third-party banking organisation to process all credit and debit card transactions. This company will receive the information provided by you to process and verify your payment details.

9.9 Occasional e-mails may be sent to users to inform them of offers or special events. To opt-out from receiving these emails please contact us at info@devonartstands.co.uk, or write to Devon Art & Display Stands, Middle Washbourne Cottage, Washbourne, Totnes, Devon, TQ9 7UB.

10. Devon Art and Display Stands is a subsidiary of Hurfar Engineering Ltd., 45a, Darracott Road, Bournemouth, Dorset, BH5 2AY.

All display stands and table-top displays are manufactured in the U.K.

CALL U.K. 01803 732881. International 0044 1803 732881
FOR FURTHER INFORMATION

E-mail us at info@devonartstands.co.uk
Devon Art & Display Stands, Middle Washbourne Cottage, Washbourne, Totnes,
Devon, TQ9 7UB