## FYNALITE TERMS AND CONDITIONS

You can view our complete catalogue here on our website, and order the products you want on-line, confident that our level of customer service is always of the highest standard. Paypal, Mastercard, Visa, Solo and Maestro card orders are welcome. We unfortunately do not accept American Express payments.

## By post

You can order by Post by completing the relevant order form on the website. You can use Mastercard, Visa, Solo or Maestro, or send a cheque or postal order. Please do not send cash.

Please make cheques payable to FYNALITE. If you do not have an order form, please write out your order clearly on paper and post it to Fynalite, Unit 17 Kinwarton Farm Road, Arden Forest Industrial Estate, Alcester, Warks. B49 6EH, UK.

#### By phone

Please telephone +44(0)1789 764848 9.00am to 5.00pm, Monday to Friday.

An answer service is available outside these hours. Please leave your name and phone number and we will process your order during normal office hours.

## By fax

We have a 24 hour fax line - complete your order form and fax it to us at any time. Please include your telephone number in case of queries. Fax your form to +44(0)1789 765051.

#### **E-Commerce**

You can view the complete catalogue here on our web site. You may click through the online basket.

#### E Mail

You can e-mail your order to sales@fynalite.co.uk

#### **Overseas orders**

We are pleased to quote for exporting orders overseas. Postage is charged at cost. The VAT may be deducted on orders to non EC countries and BFPO addresses by dividing the price shown by 1.20 (If the item is marked \* this indicates that the product is zero rated and there is no VAT to deduct.) We will send you a quotation for the delivery cost upon receipt of your order, and will await your confirmation to proceed, or you can request us to despatch without quotation. You have the choice at the checkout.

# **U.K. Delivery**

## Standard Delivery

Despatch is by Royal Mail, UK Mail or other carrier and takes 3 – 5 working days. Cost on UK mainland is added to the price quoted on the website when you pay. Deliveries to the Highlands and Islands incur a surcharge with all courier deliveries; currently £11 for 1-5 items or £20 for 5+ items.

## **Express Delivery**

Despatch is by Royal Mail Special Delivery, Parcel Force or other carrier. Applicable to most parts of U.K. (excludes Scottish Highlands and Islands, Isles of Scilly).

Surcharge: UK Zone 1 £5.00, N. Ireland and Isle of Man £10.

Please order before 11:00 previous working day for delivery the next working day.

(Some postcodes may take 2 days, in which event we will advise you).

Saturday Delivery Surcharge: £10.00, zone 1 only. Please order before 11:00 Friday.

# Signature on Delivery

For Parcel Force and Royal Mail Special Deliveries we would normally require a signature. If however, you wish your parcel to be left without a signature, you may authorize us to do so by entering this request in the Delivery Notes box at the Check Out. If the parcel should go missing, once it has been delivered, Fynalite cannot accept any responsibility for the loss, so please ensure you ask for the parcel to be left in a secure place. Alternatively you can state an alternative delivery address such as your work address, friend or relative, or request we leave with a neighbour if you are not in. Upon receiving your order, please check items to be correct and inform Fynalite as soon as possible (within three days of receiving your order) of any discrepancies.

#### Returns

Refunds will be made for any items returned (at customers expense) which are unused and not damaged, within 14 days of receiving them. (This does not affect your statutory rights).

Where you require exchange, this will be sent postage free, (UK only). Please pack carefully to avoid damage and don't forget to enclose a copy of the packing note which was sent with your order. Also ensure that returned goods are fully insured against loss/damage.

Goods returned under complaint will not be accepted unless clean and dry.

## Prices

Prices are liable to increase beyond our control. We reserve the right to amend prices without prior notification. Payment is accepted in pounds Sterling only.

#### VAT

All prices on the website are inclusive of VAT at the prevailing rate. In the event of any VAT increase or decrease we will adjust prices accordingly.

#### **Office Hours**

The office switchboard is open at the following times: Monday, Tuesday, Wednesday, Thursday & Friday 9.00am - 5.00pm Closed : Bank Holidays, Christmas and New Year.

#### Miscellaneous

Please note that while we make every effort to ensure that photographs and descriptions of our products are accurate, some details, such as colour, may not be a true representation.

These terms and conditions do not affect consumer statutory rights.

Errors and omissions excepted.

#### **Returns & Refunds**

We are happy to refund or exchange goods if returned within 14 days of purchase. This period can be extended at Christmas time, and if you find you are unable to return the goods within this period (due to holidays etc) simply call our sales team on +44(0)1789 764848 who will be able to extend this term for you.

The goods must be returned unused, and in the condition which they were sent out. We will not accept back soiled items.

Return the goods to the Post Office or other courier, and please ensure you retain a certificate of posting, and that the goods are insured against loss or damage.

Return to Fynalite, Unit 17 Kinwarton Farm Road, Arden Forest Industrial Estate, Alcester, B49 6EH. Change or cancel an order

# Before Despatch

Until your order has entered the despatch process, you may cancel or change your order without additional charge. If you wish to change or cancel your order, please login to your account and follow the instructions shown.

## After Despatch

Once your item has entered the despatch process or been delivered to your address, you may still cancel and <u>return</u> your order for a refund or <u>change your order</u> for another item. This must be within a 14 days period from receipt of your item.

## PRIVACY POLICY

Fynalite takes your privacy seriously. This privacy policy describes how and why we obtain, store and process data which can identify you. We may update this policy from time to time.

## The Information we collect

Information is collected from you when you register with us, or place an order on the site. The information we collect is clearly set out on the web page on which we collect it. In addition, we use IP addresses, URL's of requested resources, timestamps and HTTP user-agents to analyze trends, administer the system and gather broad demographic information for aggregate use. In addition to this we use Google Analytics, a web analytics service provided by Google, Inc ("Google"). Google Analytics uses cookies, to help analyze how visitors use our site. The information generated by the cookie about the use of our website (including your IP address) will be transmitted to and stored by Google on servers in the United States. Google will use this information for the purpose of evaluating your use of our website, compiling reports on website activity for Ride-Away and providing other services relating to website activity and Internet usage. Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Google's behalf. Google will not associate your IP address with any other data held by Google. You may refuse the use of cookies by selecting the appropriate settings on your Web browser. However please note that if you do this you may not be able to make full use of our website. By using this website, you consent to the processing of data about you by Google in the manner and for the purposes set out above.

#### Why we collect it

We collect information about you so that we can personalize your use of the site, assist your use of the site and improve the site generally. We may arrange for you to be sent information about related products and services from us.

#### Who we disclose it to

We will only pass on information about you as an individual (as opposed to aggregate information) to third parties to

enable us to perform services requested by you or with your prior consent. In certain circumstances we may need to disclose information about you if you breach this privacy policy or if you breach the Terms and Conditions. We may also disclose or access your account if required to do so by law or by any Governmental body. We will only pass on information about you as an individual (as opposed to aggregate information) to third parties overseas to enable us to perform services requested by you. We will not pass on information about our customers to any other third parties.

## **Data Protection**

We comply with all applicable Data Protection laws in the UK in accordance with the Data Protection Act 1998. Further details are available at <u>www.dpr.gov.uk</u>.

## Security

Keeping information about you secure is very important to us and certain sections of the site may encrypt data using SSL or a comparable standard. However, no data transmission over the Internet can be guaranteed to be totally secure. As a result, whilst we strive to protect your personal information, we cannot ensure or warrant the security of any information which you send to us, and you do so at your own risk.

## Automated decisions

Parts of the Fynalite website and our billing process are automatic and we may process your personal data as part of the Fynalite website and the billing process.

## Accessing and updating your personal information

We will always let you have a copy of personal information we have about you, should you request it, and you may correct it if you wish. Instructions about how to do this are available from <u>sales@fynalite.co.uk</u>.

#### **Questions?**

If you have any questions or complaints relating to this Privacy Policy or how we use the personal information we have about you, please contact <u>sales@fynalite.co.uk</u>. We will endeavour to respond to you promptly.

## Website usage terms and conditions

Welcome to our website (<u>www.fynalite.co.uk</u>). If you continue to browse and use this website, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern Fynalite's relationship with you in relation to this website. If you disagree with any part of these terms and conditions, please do not use our website.

The term "Fynalite" or "us" or "we" refers to the owner of the website whose registered office is Unit 17 Kinwarton Farm Road, Arden Forest Industrial Estate, Alcester. Fynalite is a trading name of Fyna-Lite. The term 'you' refers to the user or viewer of our website.

The use of this website is subject to the following terms of use:

• The content of the pages of this website is for your general information and use only. It is subject to change without notice.

• Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

• Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.

• This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.

• All trademarks reproduced in this website, which are not the property of, or licensed to the operator, are acknowledged on the website.

Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.
From time to time, this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).

• Your use of this website and any dispute arising out of such use of the website is subject to the laws of England, Northern Ireland, Scotland and Wales.