

# Bigblue Product Design Limited

## ecommerce Terms & Conditions

In accordance with the Consumer Contract Regulations (2014)

The website you are ordering from is owned and operated by Bigblue Product Design Limited (Bigblue/we/us/our). As a customer (the customer/you/your) you acknowledge that your purchase is subject to our terms and conditions below. Your statutory rights are unaffected. The content of the order contract will be stored, and you can readily consult the Terms by downloading them (a copy is also supplied with every order invoice). For security reasons the order data is not available online, but is kept confidential in accordance with our privacy policy.

### Our Contract

When you place an order with us, you are making an offer to buy goods. We will send you an e-mail to confirm that we have received your order. Our acceptance of your order brings into existence a contract between us. We must receive payment for the whole of the price of the goods, and acceptance of your order will commence from the time that we send order confirmation invoice by email or by post.

### Prices and Payment

The price payable for the goods you order and their delivery is set out in our website. Prices are subject to revision without notice and the prices payable by the customer will be those ruling at the date of order. In the event of a pricing error we will endeavour to contact you with a view to confirming your order at the correct price, changing or cancelling your order.

### Cancellation Pre-delivery

Cancellation of your order at any time prior to commencement of delivery will incur no charge. On commencement of the delivery process (generally 2-3 days prior to the agreed day) any cancellation will be deemed a failed delivery and the supplier's direct cost of return may be charged, which can be up to 25% of the order value. Although we always endeavour to minimise return fees they do reflect the direct cost to us as applied by our supplier for the return of goods to their premises.

### Custom-made Goods

In accordance with the regulations, where an item is being made to the customer's own specification it will NOT be possible to cancel the item, either pre or post-delivery. Customers should therefore ensure that their chosen specification is suitable in all respects prior to ordering.

### Cancellation and Return of Unwanted Goods

The cancellation period will expire after 14 days from the day on which you or your nominated third party acquires physical possession of the last item on your order. Notification of your decision to cancel this contract must be by email or post to us at the contact details below, and unwanted items must be restored to our supplier without undue delay and in any event not later than 14 days from the day you communicate your cancellation. Return is at your own cost, which includes the direct recovery costs as charged by the supplier of up to 25% of the order value (down to a minimum of £60 for lower-cost appliances). You will be notified of a collection date within 14 days of the notice of cancellation, and refund will be made as soon as possible within 14 days of return, less any deductions applicable.

You have a statutory responsibility to take reasonable care of goods prior to collection. If you fail to take reasonable care of the goods through handling beyond what is necessary to establish their nature, characteristics and functioning, resulting in damage or deterioration, or the products have been installed or used and are unable to be re-sold as new, we will charge you for their diminished value. You should ensure that the goods are packaged adequately to protect against damage, preferably in their original packaging.

Should you fail to return the goods or make them available for collection within 21 days we reserve the right to recover the full costs of return. If this extends to 30 days you will be deemed to have accepted the goods and a new purchase order will be issued accordingly. This does not affect your statutory rights.

### Availability

All times or dates indicated for the delivery of the goods are approximate and given in good faith, but are subject to the stock levels at time of processing. Should any delays occur you will be notified promptly by the third party distributor or us. You will have the option to wait until the stock is available, or to contact us to replace your item with an alternative or cancel your order. Date or time of delivery is not the essence of our contract, and we shall not be liable for any losses or expenses caused by any delay in delivery.

### Delivery

Deliveries are made and arranged directly with the customer by a third party manufacturer or distributor. The goods ordered will be delivered to the UK address you give us at the time you make your order. A valid signature is required on delivery, and you will become the owner of the goods on delivery of them to you. The customer is strongly advised to inspect all goods before acceptance and to retain the original packaging for at least 14 days in case return of the item is necessary. We recommend that you do not book fitters to install your goods until you have received and inspected them.

Although delivery is usually free of charge to the customer (remote delivery fees may be applied) there are costs associated to the delivery process, and should delivery fail due to customers not being present on the agreed day, or to other customer or site-related reasons (e.g. access problems), then we reserve the right to apply a Failed Delivery charge to cover the cost of further attempts or additional personnel. Opportunities to notify us of any special access requirements are given at point of order, and again when the delivery is arranged, and deliveries are booked on condition that access is reasonable and safe.

#### **Damaged or Faulty Goods**

Any goods that are found to be damaged, faulty or incorrect should be reported immediately and returned where possible on the delivery vehicle. A replacement will be supplied as quickly as possible. Any visible damage should be reported to the delivery team and noted on the delivery document at the time of refusal, and no claims for visible damage will be accepted after the goods are signed for. Do not install or use product that is incorrect or different from that ordered, as this will constitute acceptance of the goods and replacement will not be possible. Your statutory rights are not affected. Goods later found to be damaged or faulty will be subject to an inspection by the manufacturer's service engineer and will be repaired or replaced as appropriate.

#### **Guarantee and Restrictions of Use**

The manufacturer provides a minimum of 12 months guarantee for the goods, and details will be supplied with the product. You should be aware that the manufacturer's warranty is only valid for goods used within the UK and for domestic purposes only. If you are planning to use the goods for commercial purposes please make sure that you are covered by appropriate insurance. Always install and use your goods in accordance with the manufacturer's instructions, as failure to do so may invalidate any claim.

#### **Export of Goods**

All goods sold are built and packaged for the UK domestic market only. Where customers may elect to export and use them abroad this is entirely at their own risk. Neither the manufacturer nor we will be liable for issues arising from transit damage or non-compatibility with local requirements. The manufacturer's warranty will NOT be valid and they will not be liable for any service issues that may arise.

#### **Accuracy of Information**

All advice offered and information published on our website is given in good faith, but errors may occur or manufacturers may occasionally change their specification without notice to ourselves. Any critical product requirements you have should be checked with the manufacturer to ensure accuracy.

#### **Security of Information**

Online payment is made via a third party Secure Socket Layer (SSL) Worldpay server, which safely encrypts data in transit. We do not hold payment card details on our website or on any computer. We recommend that you do not send payment details by email or fax, and that you ensure your own technology is secure. We will take all reasonable precautions to keep any personal or payment details secure in accordance with rigorous PCI DSS standards. Unless we are negligent we cannot be held liable for any losses caused as a result of unauthorised access to information provided by you. Additional anti-fraud measures are taken in certain circumstances for the protection of both cardholders and ourselves.

#### **Privacy**

With the exceptions of the suppliers involved and our customer reviews partner Trustpilot, we do not sell or share any information with any other third party, and it will be used solely for the purposes of completing our transaction.

#### **Health and Safety**

Goods are supplied to you with appropriate fitting and other instructions relating to their fitting and installation. Certain goods are supplied accompanied by written recommendation that they should only be fitted or installed by expert or skilled workers and it shall be the responsibility of the customer to ensure that they comply with these and where the goods are sold to a third party they are accompanied by all appropriate safety and fitting instructions.

#### **Recycling**

We sincerely encourage customers to utilise local collection and recycling facilities (Designated Collection Facilities) to responsibly dispose of their unwanted appliances, and as members of the Distributor Takeback Scheme contribute towards these facilities in lieu of point-of-delivery collection where the manufacturer does not provide this.

#### **Governing Law**

The contract between us shall be governed by and interpreted in accordance with UK law, and the UK courts shall have exclusive jurisdiction to resolve any disputes between us.

#### **Bigblue Product Design Limited (t/a Rangecookers.co.uk)**

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