



## Consumer terms and conditions

Please read these terms and conditions carefully before placing your order and retain a copy of these terms and conditions for future reference.

### 1. Definitions:

In these terms and conditions *we*, *us* and *our* refer to Europe Home Security Limited and/or trading names, registered in England and Wales under company number 05771821. In addition *you* and *your* refer to the purchaser of any *goods* from *us* and *contract* means the *contract* and/or *services* between *you* and *us* for the sale by *us* to *you* of any *goods* and/or *services* you order from *us*. *Order* means any *order* for *goods* and/or *services* you order from *us* placed by *you* with *us* for the purchase of *goods* and/or *services* from any website page owned and managed by *us*. *Consumer* means any natural person who, when placing an order with *us*, is acting for purposes which are outside his or her trade, business or profession. *Website* means any website or domain managed and/or owned by *us*. *Checkout* means the final website page where *you* finalise the *order* and would give confirmation details of the *goods* and/or *service*, delivery address and options and payment method.

### 2. Business sales:

If *you* order goods other than as a consumer then these *terms & conditions* do not apply.

### 3. Terms of the contract:

If *you* place an *order* for *goods* as a *consumer*, these *terms and conditions* apply to *your order* and to the *contract* between *you* and *us*.

*We* may change these *terms and conditions* at any time. Any changes will apply to any *orders* that *you* place after the time that *we* update the *terms and conditions* on *our website*. The changes will not apply to any *order* that *you* place before *we* make the changes on *our website*.

### 4. When the contract is created:

No *contract* exists between *you* and *us* until *we* notify *you* that *we* have accepted your order and delivered the goods.

*We* are not obliged to accept your order.

### 5. International Buyers - outside the European Union:

Import duties, local taxes, and charges are **not included** in the item price where applicable. These charges are the buyer's responsibility. Please check with your country's customs office to determine what these additional costs will be prior to buying any products.

## **6. Description and price of goods:**

We make every effort to ensure that prices and descriptions of *goods* shown on *our website* are accurate at the time *you place your order*. The price of the *goods* will be as shown on the *checkout page* of our website when *you placed your order*. We will charge you this amount. You must also pay a delivery charge for the *goods* as indicated on our *website* at the *checkout page*. In the unlikely event that the price shown on the *checkout page* is wrong and we discover this before accepting your order, we are not required to sell the *goods* to you at the price shown. We always try and ensure that the prices of goods shown on our website are accurate, but occasionally genuine errors may occur. If we discover an error in the price of the goods that you have ordered we will let *you* know as soon as possible and give you the option of reconfirming *your order* at the correct price or cancelling it. If *you cancel your order* and *you have already paid* for the goods then *you will receive a full refund*.

## **7. Delivery and customer inspection:**

- a. We will deliver the *goods* that *you order* to the delivery address *you give* when *you place your order*. Once we accept *your order*, we will endeavour to deliver the *goods* within the delivery period that applies to the option *you have chosen*. If we *not* do make a delivery at the delivery address within the applicable delivery period and *you have given us* the correct full delivery address then *you may apply* for a refund of the delivery charge. If there is no one available to accept the delivery when the *goods* arrive by post or the courier arrives, the post office or courier will keep the goods for a specific time period and you can arrange for a new delivery date. After the specific time period we may treat the order as cancelled by you. In this case we will refund the price of the goods, but we shall be entitled to keep the amount *you paid* for delivery. If *you give us* an incorrect or incomplete delivery address and as a result we try but are not able to make the delivery, we may treat the *order* as cancelled by *you*. In this case we will refund the price of the *goods*, but we shall be entitled to keep the amount *you paid* for delivery. If some of the *goods you ordered* are not available we may deliver part of *your order*. We will deliver the rest of the *order* as soon as possible.
- b. When the goods are delivered to *you* the goods will have been inspected by *us* prior to despatch and security sealed. Upon receipt:
  - i. Any losses / physical damage must be reported to *us* immediately upon receipt of the *goods to you*.
  - ii. In the event that goods are missing and / or damaged and you fail to immediately report this then we cannot be held liable.
  - iii. *You may NOT* cancel your *contract* with *us* under the Distance Selling Regulations where specific items (as stipulated) have had the security tags removed and been unsealed by *you*.

## **8. Order cancellation under European Distance Selling Regulations:**

*You may cancel the contract* under the Distance Selling Regulations by notifying *us* no later than seven working days (unless otherwise stipulated) after we and/or our consignor deliver the *goods*. We strongly recommend that *you do this* by emailing our returns department as detailed on *our website*. *You may NOT* cancel your *contract* with *us* under the Distance Selling Regulations where specific items (as stipulated) have had the security tags removed and been unsealed by *you*.

If *you cancel the contract* under the Distance Selling Regulations *you must take reasonable care* of the *goods* from the time you receive them until you return them to *us*. If *you cancel the contract* under the Distance Selling Regulations *you must return the goods to us* at *your own expense*. If *you cancel the contract* under the Distance Selling Regulations and do not return the *goods* as required, we may charge *you* any direct costs for recovering the goods.

**9. Faulty goods:**

In these *terms and conditions*, *faulty goods* means any *goods* we supply to *you* that do not conform to the *contract*. *Faulty goods* does not include any *goods* that are faulty due to fair wear and tear, wilful damage, accident, negligence by *you* or any third party, used otherwise than in accordance with their intended use, failure to follow the manufacturer's or *our* instructions, or any alteration or repair carried out without the prior approval of *us* or the manufacturer. We are unable to guarantee any batteries purchased in conjunction with goods and will *only* offer 1 month warranty on batteries purchased as *individual* items.

You should notify *us* as soon as possible if *you* discover that any *goods* are *faulty goods*. *Our website* gives details of how to notify *us* of any *faulty goods* and how to arrange for the problem to be resolved.

If you return goods because you think they are faulty goods, we may charge you the cost of all transport and our actual costs and expenses in the event that the goods are not in fact faulty goods.

**10. Returning goods:**

When *you* return *goods* to *us* for any reason *you* must ensure that they are properly and securely packaged and labelled with our returns address; *you* are always responsible for any damage in transit that is due to incorrect or inadequate packaging by *you* and you are responsible for any damage or loss in transit where *you* arrange the transport.

**11. Force majeure:**

We shall not be liable for any failure to perform, or delay in performing, any of *our* obligations under the *contract* if and to the extent that the failure or delay is caused by circumstances beyond *our* control.

**12. Limitation of liability:**

We shall not be liable to *you* for any loss or damage where there is no breach of a legal duty owed to *you* by *us* or by *our* employees or agents; where such loss or damage is not reasonably foreseeable to *us* when *we* accept *your order* or to the extent that any increase in loss or damage results from breach by *you* of any term of the *contract*. *Our* maximum liability to *you* under the *contract* shall be twice the value of the *goods* that you ordered. Nothing in these *terms and conditions* excludes or limits *our* liability for death or personal injury caused by *our* negligence or fraudulent misrepresentation or for any other liability that *we* are not permitted by law to exclude or limit.

These *terms and conditions* do not affect *your* statutory rights.

**13. Images:**

Images of goods on *our website* are for illustrative purposes only and may differ slightly from the actual *goods*.

**14. Law:**

These *terms and conditions* and the *contract* are subject to English law.