

TERMS & CONDITIONS

This page together with our, *Privacy Policy*, *Terms of Website Use* and *Website Acceptable Use Policy* tells you information about us and the legal terms and conditions (Terms) on which we sell any of the products (Products) or services (Services) listed on our website (our site) to you.

These Terms will apply to any agreement between us for the sale of Products or services to you. Please read these Terms carefully and make sure that you understand them, before ordering any Products or services. Please note that before placing an order you will be asked to agree to these Terms. If you refuse to accept these Terms, you will not be able to order any Products from our site.

We amend these Terms from time to time as set out in clause 7. Every time you wish to order Products, please check these Terms to ensure you understand the terms which will apply at that time. These Terms were most recently updated on 22nd October 2014.

These Terms, and any Contract between us, are only in the English language.

1. Information about us

1.1 We operate the website www.grove-digital.com. We are a company registered in England and Wales under company number 05544125 and our registered Address is at 3 College Close, Probus, Truro, Cornwall TR2 4LW.

1.2. Contacting us if you are a consumer:

(a) To cancel a service or agreement in accordance with your legal right to do so as set out in clause 8, call our customer service centre on 01726 883322 or email sales@grovedigital.tv or by post to our main trading address. If you are emailing us or writing to us please include details of your order. If you send your cancellation notice by e-mail or by post, it becomes effective from the date you we receive the e-mail or letter.

(b) If you wish to contact us for any other reason, including because you have any complaints, you can contact us our dedicated customer service centre on 01726 883322 alternatively email sales@grovedigital.tv

2. Our Products

2.1 The images of the Products and services on our site are for illustration only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflect the colour of the Products. Your Products may vary slightly from those images.

2.2 The packaging of the Products may vary from that shown on images on our site.

3. Use of our site

Your use of our site is governed by our *Terms of website use* and *Website Acceptable Use*. Please take the time to read these, as they include important terms which apply to you.

4. How we use your personal information

We only use your personal information in accordance with our *Privacy Policy*. Your personal data will not be passed to any other third party other than where it is required, to carry out our agreed service. Please see our privacy policy for further information: www.grove-digital.com/privacy.

5. Age of Consumer

You must be 18 or over to purchase our Products and services.

6. How the contract is formed between you and us

- 6.1 Our shopping pages will guide you through the steps you need to take to place an order with us. Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process.
- 6.2 After you request a product or service, you will receive acknowledgment that we have received your order. However, please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in *clause 6.3*.
- 6.3 We will confirm our acceptance to you by e-mail confirming that the Products or services have been agreed or dispatched. At that point The Contract between us will be.
- 6.4 If we are unable to supply you with a Product or service, for example because a Product is not in stock or no longer available or because we are unable to meet your requested delivery date or because of an error, we will inform you by e-mail or telephone and we will not proceed with your order. If you have already paid for the Products or service, we will refund you the full amount including any delivery costs charged.

7. Our right to vary these Terms

- 7.1 We reserve the right to amend or change our Terms & Conditions. The information at the top of this page gives details of when the Terms & Conditions were last updated.
- 7.2 When ordering Products or services from us, the Terms in force at the time of your order shall apply.
- 7.3 We may revise these Terms as they apply to your order from time to time to reflect the following circumstances changes in relevant laws and regulatory requirements. If we amend the Terms for reason other than unforeseen changes in the relevant laws and/or regulatory requirements, you may be entitled to a refund

8. Your consumer right of return and refund

- 8.1 You have a legal right to cancel an agreement at any time during the period as set out in *clause 8.2*. This means that during the relevant period if you change your mind or decide for any other reason that you do not want to receive our service or keep a Product, you can notify us of your decision to cancel the Contract and receive a refund. Advice about your legal right to cancel the Contract is available from your local Citizens' Advice Bureau or Trading Standards office.

- 8.2 You can return a product unused up to 14 days after receipt and receive a full refund.
- 8.3 To return a product or cancel a service please contact our customer service centre on 01726 883322 or email sales@grovedigital.tv and we will...
- (a) Refund you the price you paid for the Products. Please note, however, that we are permitted by law to reduce your refund to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop.
- (b) Refund any delivery costs you have paid, although, as permitted by law, the maximum refund will be the costs of delivery by the least expensive delivery method we offer (provided that this is a common and generally acceptable method).
- (c) Make any refunds due to you as soon as possible and in any event within the deadlines indicated below:
- (i) If you have received the Product, 14 days after the day on which we receive the Product back from you or, if earlier, the day on which you provide us with evidence that you have sent the Product back to us. For information about how to return a Product to us, see *clause 8.7*;
- (ii) If you have not received the Product, 14 days after you inform us of your decision to cancel the Contract.
- 8.5 If you have returned the Products to us under this *clause 8* because they are faulty or not as described, we will refund the price of the Products in full, together with any applicable delivery charges, and any reasonable costs you incur in returning the item to us.
- 8.6 We will refund you on the credit card or debit card used by you to pay.
- 8.7 If a Product has been delivered to you before you decide to cancel your Contract:
- (a) Then you must return it to us without undue delay and in any event not later than 14 days after the day on which you let us know that you wish to cancel the Contract;
- (b) Unless the Product is faulty or not as described (in this case, see *clause 8.5*), you will be responsible for the cost of returning the Products to us. If the Product is one which cannot be returned by post, we estimate that if you use the carrier which delivered the Product to you, these costs should not exceed the sums we charged you for delivery. If we have offered to collect the Product from you, we will charge you the direct cost to us of collection.
- 8.8 Because you are a consumer, we are under a legal duty to supply Products that are in conformity with this Contract. As a consumer, you have legal rights in relation to Products that are faulty or not as described. These legal rights are not affected by your right of return and refund in this *clause 8* or anything else in these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

9. Delivery (Products Only)

- 9.1 We will contact you with an estimated delivery date, which will be within 3 days after the date of the Dispatch Confirmation (the date on which we e-mail you to confirm our acceptance of your order)]. Occasionally our delivery to you may be affected by an Events Outside Our Control. See *clause 14* for our responsibilities when this happens. Orders are dispatched within 24 to 48 working hours with Royal Mail. Delivery is usually within 2 to 3 business days after dispatch.

- 9.2 Delivery of an Order shall be completed when we deliver the Products to the address you gave us and the Products will be your responsibility from that time.
- 9.3 You own the Products once we have received payment in full, including all applicable delivery charges.
- 9.4 If we miss the delivery deadline for any Products then you may cancel your Order straight away if any of the following apply:
- (a) We have refused to deliver the Products;
 - (b) Delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
 - (c) You told us before we accepted your order that delivery within the delivery deadline was essential.
- 9.5 If you do not wish to cancel your order straight away, or do not have the right to do so under *clause 9.4*, you can give us a new deadline for delivery, which must be reasonable, and you can cancel your Order if we do not meet the new deadline.
- 9.6 If you do choose to cancel your Order for late delivery under *clause 9.5* or *clause 9.6*, you can do so for just some of the Products or all of them, unless splitting them up would significantly reduce their value. If the Products have been delivered to you, you will have to return them to us or allow us to collect them, and we will pay the costs of this. After you cancel your Order we will refund any sums you have paid to us for the cancelled Products and their delivery.

10. International delivery

- 10.1 We deliver to countries outside the UK only with prior arrangement.
- 10.2 You will be responsible for payment of any import duties and taxes. Please contact your local customs office for further information before placing your order.
- 10.3 You must comply with all applicable laws and regulations of the country for which the Products are destined. We will not be liable or responsible if you break any such law.

11. Price of products and delivery charges

- 11.1 The prices of the Products (if applicable) will be as advertised on our site at the time you submit your order. We take all reasonable care to ensure that the prices of Products are correct. Prices for our Products may change from time to time, but changes will not affect any order you have already placed.
- 11.2 The price of a Product includes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Products in full before the change in VAT takes effect.
- 11.3 The price of a Product includes delivery charges. Any additional delivery charges are as advised to you during the check-out process, before you confirm your order.

12. How to pay

- 12.1 You can pay for Products or services using a debit card or credit card by contacting us by telephone. We accept the following cards: Visa, MasterCard, Maestro and Visa Electron.
- 12.2 Payment for Products and all applicable delivery charges is in advance. We will not charge your debit card or credit card until we dispatch your order.
- 12.3 You must provide us with your payment details at the time of placing your Order. We use a third party to authorise your payment for the Products and/or Services. Please note that we are not responsible for ensuring the confidentiality of your data once you transfer to such third party's website in order to make payment. We accept no liability for any loss and/or damage that you may suffer as a result of the acts and/or omissions of such third party.

13. Our liability

- 13.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract.
- 13.2 We only supply Products for domestic and private use. You agree not to use the product for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 13.3 We do not in any way exclude or limit our liability for:
- (a) Death or personal injury caused by our negligence;
 - (b) Fraud or fraudulent misrepresentation;
 - (c) Any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
 - (d) Any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
 - (e) Defective products under the Consumer Protection Act 1987.

14. Events outside our control

- 14.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event outside Our Control is defined below in *clause 14.2*.
- 14.2 An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

- 14.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:
- (a) We will contact you as soon as reasonably possible to notify you; and
 - (b) Our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Products to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.
- 14.4 You may cancel a Contract affected by an Event Outside Our Control To cancel please contact us. If you opt to cancel, you will have to return (at our cost) any relevant Products you have already received and we will refund the price you have paid, including any delivery charges.

15. Communications between us

- 15.1 When we refer, in these Terms, to “in writing”, this will include e-mail.
- 15.2 You may contact us as described in *clause 1.2*.

16. The name on your billing statements

Will appear as **Grove DigUK**