



## The Consumables Company Limited Terms & Conditions

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### Background

This agreement applies as between you, the User of this Website and The Consumables Company Limited, the owner of this Website. Your agreement to comply with and be bound by these Terms and Conditions is deemed to occur upon your first use of the Website. If you do not agree to be bound by these Terms and Conditions, you should stop using the Website immediately.

No part of this Website is intended to constitute a contractual offer capable of acceptance. Your order constitutes a contractual offer and Our acceptance of that offer is deemed to occur when We send an email which confirms that your order is complete and has been dispatched and is on its way to you.

These Terms and Conditions are primarily intended for our ecommerce website ([www.theconsumablescompany.com](http://www.theconsumablescompany.com)). However, with consumer regulatory changes from June 2014, the detail and clarity apply to Purchasers of Goods contacting us directly by email or telephone whether or not as a result of visiting Our Website.

### 1. Definitions and Interpretation

In this Agreement the following terms shall have the following meanings:

“Account” means collectively the personal information used/input by Users to access Content and/or any communications System on the Website;

“Carrier” means any third party responsible for transporting purchased Goods from our Premises to customers;

“Content” means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Website;

“Goods” means any products that The Consumables Company Limited advertises and/or makes available for sale through this Website or other distribution channel;

“Service” means collectively any online facilities, tools, services or information that The Consumables Company Limited makes available through the Website either now or in the future;

“Payment Information” means any details required for the purchase of Goods directly from The Consumables Company Limited prior to or after the launch of Our ecommerce website. This includes, but is not limited to, credit / debit card numbers, bank account numbers and sort codes;

“Purchaser” means any person or business that buys Goods from The Consumables Company Limited;

“Purchase Information” means collectively any orders, invoices, dispatch notes, receipts or similar that may be in hard copy or electronic form;

“Premises” means Our place of business located at Unit 18 Springfield Mills, Oakworth Road, Keighley BD21 1SL;

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“System” means any online communications infrastructure that The Consumables Company Limited makes available through the Website either now or in the future. This includes, but is not limited to, web-based email, message boards, live chat facilities and email links;

“User” / “Users” means any third party that accesses the Website and is not employed by The Consumables Company Limited and acting in the course of their employment;

“Website” means the website that you are currently using (<http://www.theconsumablescompany.com>) and any sub-domains of this site or associated domains e.g. <http://www.theconsumablescompany.co.uk> unless expressly excluded by their own terms and conditions;

“We/Us/Our” means The Consumables Company Limited, registered in England, company number 12055425 of Unit 18 Springfield Mills, Oakworth Road, Keighley BD21 1SL.

### 2. Age Restrictions

Payment information must be provided by or with the permission of an adult.

### 3. Business Customers and Consumers

These Terms and Conditions apply to both consumers and customers buying Goods in the course of business.

### 4. International Customers

If Goods are being ordered from outside the United Kingdom, import duties and taxes may be incurred once your Goods reach their destination. We are not responsible for these charges and We undertake to make no calculations or estimates in this regard. If you are buying internationally, you are advised to contact your local customs authorities for further details on costs and procedures. As the purchaser of the Goods, you will also be the importer of record and as such should ensure that your purchase is in full compliance with the laws of the country into which the Goods are being imported. Please be aware that Goods may be inspected on arrival at port for customs purposes and that We cannot guarantee that the packaging of your Goods will be free of signs of tampering. Please also be aware that United Kingdom consumer protection laws may not apply.

### 5. Intellectual Property

5.1 Subject to the exceptions in Clause 6 of these Terms and Conditions, all Content included on the Website, unless uploaded by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of The Consumables Company Limited, Our affiliates or other relevant third parties. By continuing to use the Website you acknowledge that such material is protected by applicable United Kingdom and international intellectual property and other laws.

5.2 Subject to Clause 7 you may not reproduce, copy, distribute, store or in any other fashion re-use material from the Website unless otherwise indicated on the Website or unless given Our express written permission to do so.

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### 6. Third Party Intellectual Property

6.1 Unless otherwise expressly indicated, all Intellectual Property rights including, but not limited to, Copyright and Trademarks, in product images and descriptions belong to the manufacturers or distributors of such products as may be applicable.

6.2 Subject to Clause 7 you may not reproduce, copy, distribute, store or in any other fashion re-use such material unless otherwise indicated on the Website or unless given express written permission to do so by the relevant manufacturer or supplier.

### 7. Fair Use of Intellectual Property

Material from the Website may be re-used without written permission where any of the exceptions detailed in Chapter III of the Copyright Designs and Patents Act 1988 apply.

### 8. Links to Other Websites

This Website may contain links to other sites. Unless expressly stated, these sites are not under the control of The Consumables Company Limited or that of Our affiliates. We assume no responsibility for the content of such websites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them.

### 9. Links to this Website

Those wishing to place a link to this Website on other sites may do so only to the home page of the site <http://www.theconsumablescompany.com> without Our prior permission. Deep linking (i.e. links to specific pages within the site) requires Our express written permission. To find out more please contact Us by email at [info@theconsumablescompany.com](mailto:info@theconsumablescompany.com)

### 10. Use of Communications Facilities

10.1 When using the Website, you should do so in accordance with the following rules:

10.1.1 You must not use obscene or vulgar language;

10.1.2 You must not submit Content that is unlawful or otherwise objectionable. This includes, but is not limited to, Content that is abusive, threatening, harassing, defamatory, ageist, sexist or racist;

10.1.3 You must not submit Content that is intended to promote or incite violence;

10.1.4 It is advised that submissions are made using the English language(s) as We may be unable to respond to enquiries submitted in any other languages;

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10.1.5 The means by which you identify yourself must not violate these Terms and Conditions or any applicable laws;

10.1.6 You must not impersonate other people, particularly employees and representatives of The Consumables Company Limited or Our affiliates; and

10.1.7 You must not use Our System for unauthorised mass-communication such as “spam” or “junk mail”.

10.2 You acknowledge that The Consumables Company Limited reserves the right to monitor any and all communications made to Us or using Our System.

10.3 You acknowledge that The Consumables Company Limited may retain copies of any and all communications made to Us or using Our System.

10.4 You acknowledge that any information you send to Us through Our System may be modified by Us in any way and you hereby waive your moral right to be identified as the author of such information. Any restrictions you may wish to place upon Our use of such information must be communicated to Us in advance and We reserve the right to reject such terms and associated information.

### 11. Accounts

11.1 In order to purchase Goods directly from The Consumables Company Limited, you are required to provide certain personal details and Payment Information. Users represent and warrant that:

11.1.1 All information you submit is accurate, truthful and current;

11.1.2 You have permission to submit Payment Information where permission may be required.

### 12. Goods, Pricing and Availability

12.1 Whilst every reasonable effort has been made to ensure that all graphical representations and descriptions of Goods available from Us correspond to the actual Goods, We are not responsible for variations from such descriptions. This does not exclude Our liability for mistakes due to negligence on Our part and refers only to minor variations of the correct Goods, not different Goods altogether. Please refer to Clause 14.1 for incorrect Goods.

12.2 Where appropriate, you may be required to select options for the Goods that you are purchasing including but not limited to, the required size, model, colour, product reference, quantity and other features.

12.3 We neither represent nor warrant that Goods will be available. Where stock indications are provided on the Website however, such indications may not take into account sales that have taken place during your visit to the Website or Goods being sold through other outlets.

12.4 Pricing information on the Website is correct at the time of going online. We reserve the right to change prices and alter or remove any special offers from time to time and as necessary.

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12.5 The Consumables Company Limited VAT number is GB327115231. All prices on the Website exclude VAT which will be added prior to payment when applicable. VAT is charged at the UK rate, currently 20%.

### 13. Orders and Delivery

13.1 No part of this Website constitutes a contractual offer capable of acceptance. Your order constitutes a contractual offer that We may, at Our sole discretion, accept. Our acceptance is indicated when We send an email which confirms that your order is complete and has been dispatched and is on its way to you. Only once We have sent you this email will there be a binding contract between The Consumables Company Limited and you.

13.2 Order confirmations under sub-Clause 14.1 shall contain the following information:

13.2.1 Confirmation of the Goods ordered including full details of the main characteristics of those Goods;

13.2.2 Fully itemised pricing for the Goods ordered including, where appropriate, taxes, delivery and other additional charges;

13.2.4 Our contact details.

13.3 If We, for any reason, do not accept your order, no payment shall be taken under normal circumstances. In any event, any sums paid by you in relation to that order will be refunded within 14 calendar days.

13.4 All Goods purchased by you will be delivered within 30 calendar days of Our order confirmation unless otherwise agreed or where extraordinary circumstances prevail.

13.5 The risk in the Goods shall remain with Us until they come into your physical possession.

### 14. Returns and Refunds Policy and Complaints

The Consumables Company Limited aims to always provide Goods that are fault free and undamaged. On occasion however, Goods may need to be returned. Returns are governed by these Terms and Conditions.

14.1 If you receive Goods which do not match those that you ordered, you should contact Us within 14 calendar days to arrange return. You will be given the option to have the Goods replaced with those ordered (if available) or to be refunded through the payment method used by you when purchasing the Goods. Replacements will be issued upon Our receipt of the returned Goods. We are responsible for paying shipment costs by the agreed mailing service. Goods must be returned in their original condition with all packaging and documentation. The packaging does not need to be unopened however the goods should be in saleable condition when returned. Refunds will be issued no later than 14 calendar days after receipt of the returned Goods and will include standard delivery charges. We regret that additional costs such as express delivery and wrapping cannot be refunded.

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14.2 If Goods are damaged in transit and the damage is apparent on delivery, you should sign any applicable delivery note to the effect that the Goods have been damaged. To return the damaged Goods, please contact Us within 14 calendar days to arrange return. We are responsible for paying shipment costs. You will be given the option to have the Goods replaced or to be refunded through the payment method used by you when purchasing the Goods.

Replacements will be issued upon Our receipt of the returned Goods. Refunds will be issued no later than 14 calendar days after receipt of the returned Goods and will include standard delivery charges. We regret that additional costs such as express delivery and wrapping cannot be refunded.

14.3 If any Goods you have purchased have faults when they are delivered to you, you should contact Us within 14 calendar days to arrange return. You will be given the option to have the Goods replaced or to be refunded through the payment method used by you when purchasing the Goods. We are responsible for paying shipment costs.

Replacements will be issued as soon as practical upon Our receipt of the returned Goods. Refunds will be issued no later than 14 calendar days after receipt of the returned Goods and will include standard delivery charges. We regret that additional costs such as express delivery and wrapping cannot be refunded.

14.4 If any Goods you have purchased develop faults within 21 calendar days of delivery, you may be entitled to a replacement but not a refund. In order to arrange for such a replacement, you should contact Us within the 21 calendar day period to arrange return. We will assess the Goods and alleged faults upon receipt and if We determine (at Our sole discretion, acting reasonably and in good faith) that the fault is not a result of mistreatment by you (deliberate, negligent or otherwise), We will issue replacement Goods at no additional cost to you.

14.5 If any Goods develop faults beyond 21 calendar days from delivery but within their warranty period (if applicable and written documentation has been supplied by Us), you are entitled to a repair or replacement under the terms of that warranty. The Consumables Company Limited is not a party to such warranties and you must therefore contact the manufacturer of the Goods directly.

14.6 If you are a consumer based within the European Union, you have a statutory right to a "cooling off" period. This period begins once your order is complete and ends 14 calendar days after the Goods have been delivered to you. If the Goods are delivered to you in instalments, the 14 calendar day period begins on the day that you receive the final instalment. If you change your mind about the goods within this period, please inform Us within 14 calendar days of receipt. Goods must be returned to Us within 14 calendar days of the day on which you inform Us that you wish to return the Goods. Refunds, including standard delivery charge, will be issued no later than 14 calendar days after receipt of the returned Goods by Us, or within 14 calendar days of Us being provided with proof that the goods have been returned. We regret that additional costs such as express delivery and wrapping cannot be refunded. You, the User are responsible for paying return shipment costs by the agreed mailing service.

14.7 The Consumables Company Limited may not be able to accept returns under the cooling off period of the following types of Goods and/or taking into account the following circumstances:

14.7.1 Goods made to your specifications or that have been personalised or sourced specifically for you;

14.7.2 Goods which are liable to deteriorate or expire rapidly;

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14.7.3 Goods which are sealed for health or hygiene reasons that have been unsealed after delivery;

14.7.4 Goods which are, after delivery, according to their nature, inseparably mixed with other items;

14.7.5 Goods consisting of audio or video recordings or computer software (including games) in sealed packaging where the seal has been broken after delivery;

14.7.6 Any discounts that may have formed part of the purchase price of the Goods to reflect any lack of quality made known to the Purchaser at the time of purchase;

14.7.7 Any use or enjoyment that you may have already had out of the Goods beyond handling them to the extent necessary to establish the nature, characteristics and functioning of them (such as you would, for example, handle a display item in a shop). Please note that opening packaging does not prevent you from returning Goods unless the Goods fall under sub-Clauses 14.7.3 or 14.7.5 and in any event does not include the opening of delivery packaging, only the packaging of the product itself.

Such discretion to be exercised only within the confines of the law.

### 14.8 Complaints

14.8.1 We sincerely hope that a Purchaser will never need to make a formal complaint, We want Purchasers to be happy with the goods We supply. If something is not right, please email [info@theconsumablescompany.com](mailto:info@theconsumablescompany.com) to let us know and We will discuss with you, the best way to resolve the problem – if We made a mistake, then We want to put it right quickly. If you, the Purchaser, didn't get it right, then please email us within 14 calendar days and we will agree the best way for you to return the goods, in this case, return postage will be at your cost.

(This summary is covered by 14.1 to 14.7.7 of these Terms & Conditions.)

14.8.2 Still unhappy? We hope not, however, but just in case, We are required to let you know about Alternative Dispute Resolution. It's simple really, you the Purchaser and We, The Consumables Company Limited, agree to use a third party to impartially handle the complaint and to arrive at an agreed outcome and closure. So, if you made your purchase online, you can read here for more information about the Online Dispute Resolution platform at [ec.europa.eu/odr](http://ec.europa.eu/odr)

### 15. Privacy

Use of the Website is also governed by Our Privacy Policy; which is incorporated into these Terms and Conditions by this reference. To view the Privacy Policy, please [click here](#).

### 16. How We Use Your Personal Information (Data Protection)

How we use your Personal Information is also governed by Our Privacy Policy; which is incorporated into these Terms and Conditions by this reference. To view the Privacy Policy, please [click here](#).

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### **17. Disclaimers**

17.1 We make no warranty or representation that the Website will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure and that all information provided will be accurate. We make no guarantee of any specific results from the use of Our Services.

17.2 No part of this Website is intended to constitute advice and the Content of this Website should not be relied upon when making any decisions or taking any action of any kind.

17.3 No part of this Website is intended to constitute a contractual offer capable of acceptance.

17.4 Whilst We use all reasonable endeavours to ensure that the Website is secure and free of errors, viruses and other malware, you are strongly advised to take responsibility for your own internet security, that of your personal details and your computers.

### **18. Changes to the Service and these Terms and Conditions**

We reserve the right to change the Website, its Content or these Terms and Conditions at any time. Users and Purchasers will be bound by any changes to the Terms and Conditions from the first time you use the Website following the changes. If We are required to make any changes to these Terms and Conditions pertaining to the sale of Goods by law, these changes will apply automatically to any orders currently pending in addition to any orders placed by you in the future.

### **19. Availability of the Website**

19.1 The Website and any Service provided therein is provided "as is" and on an "as available" basis. We give no warranty that the Website or any Service will be free of defects and/or faults. To the maximum extent permitted by the law We provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.

19.2 We accept no liability for any disruption or non-availability of the Website resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

### **20. Limitation of Liability**

20.1 To the maximum extent permitted by law, We accept no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Website or any information contained therein. You should be aware that you use the Website and its Content at your own risk.





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20.2 Nothing in these Terms and Conditions excludes or restricts The Consumables Company Limited liability for death or personal injury resulting from any negligence or fraud on the part of The Consumables Company Limited.

20.3 Nothing in these Terms and Conditions excludes or restricts The Consumables Company Limited liability for any direct or indirect loss or damage arising out of the incorrect delivery of Goods or out of reliance on incorrect information included on the Website.

20.4 Where any claim in respect of goods, which is based on any defect in the quality or condition of the goods, or their failure to meet specification is notified to Us, The Consumables Company Limited shall be entitled to replace the goods (or the relevant part of the order) free of charge, or at Our sole discretion, refund the purchase price, or a proportion of the purchase price relating to the issue in question after which, We shall have no further liability to the Purchaser.

20.5 The descriptions and images within Our Website are intended to provide a fair representation of the product described and shall not constitute a legally binding contract. The Consumables Company Limited reserves the right to supply alternative products to those shown, where applicable such alternative products will be of same or similar specification.

20.6 In the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these Terms and Conditions and shall not affect the validity and enforceability of the remaining Terms and Conditions. This term shall apply only within jurisdictions where a particular term is illegal.

### **21. No Waiver**

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

### **22. Previous Terms and Conditions**

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

### **23. Third Party Rights**

Nothing in these Terms and Conditions shall confer any rights upon any third party. The agreement created by these Terms and Conditions is between you and The Consumables Company Limited.

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### 24. Communications

24.1 All notices / communications shall be given to Us either by post to Our Premises (see address above) or by email to [info@theconsumablescompany.com](mailto:info@theconsumablescompany.com). Such notice will be deemed received 3 days after posting if sent by first class post, the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.

24.2 We may from time to time, unless you opt not to receive it, send you information about Our products and/or services. If you do not wish to receive such information, please email [info@theconsumablescompany.com](mailto:info@theconsumablescompany.com)

### 25. Law and Jurisdiction

These Terms and Conditions and the relationship between you and The Consumables Company Limited shall be governed by and construed in accordance with the Law of England and Wales and The Consumables Company Limited and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.