

Online Shopping Terms & Conditions Policy

These Terms and Conditions apply to your use of the Fire Extinguisher Store Online Shop, which can be found at www.fireextinguisher.store: (Online Shop – Head Office U4 The Granaries Nutty Farm, Childerditch Lane Brentwood Essex CM13 3EH). These Terms and Conditions should be read in conjunction with our:

- Terms and conditions of use for the Fire Extinguisher Store website, which can be found at www.fireextinguishers.store; which can be (collectively, the **Terms**)

In the event of any inconsistency between these Terms and Conditions and the provisions contained in the Website Terms, the provisions in these Terms and Conditions prevail. “Us”, “we”, “our” or “Fire Extinguisher Stores” when mentioned within these Terms and Conditions.

It’s important that you read the Terms carefully as they will govern the agreement (also called a contract) between us if you use the site and/ or buy products from the Online Shop.

If you access or use the Online Shop we will take that to mean that you agree to the Terms. If you make a purchase from the Online Shop, you will accept the Terms by ticking a box during the sales transaction. In both cases, these Terms are binding on you. If you don't agree, please refrain from using the Online Shop. We may change the Terms from time to time (and may or may not let you know that we have), so you should come back to this page regularly to check the Terms. You can see the date we last changed the Terms noted above. If you continue to use the Online Shop after we’ve changed the Terms, then you agree to the new Terms.

How to contact us

You can contact us by emailing us: sales@fireextinguishers.store or phone: 01708 988 270

If we need to contact you, we will do so by telephone or in writing to the email address you provide to us in your order.

Online Shop

The Online Shop is an internet service that allows you to browse and purchase a selection of our products. If you have any problems using, or any questions about, the Online Shop, please refer to our [FAQs](#). If you can't find the answer you're looking for in the FAQ's, then please [contact us](#) at sales@fireextinguishers.store. and we'll do our best to help.

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Use of the Online Shop

You must be eighteen years old or older to use the Online Shop. While we use all reasonable endeavours to make sure that the Online Shop is available 24 hours a day, 365 days of the year, we cannot guarantee that your access will be uninterrupted or error free. Access may be unavailable temporarily without notice in the event of a system failure, maintenance or any reason beyond our control.

Any links to third party sites appearing on the Online Shop are provided for your convenience only. The links and third party sites are not verified or recommended by us. Your access of such third party sites is at your own risk and may be subject to third party terms of use.

During the order process, you may choose a username and password. You are responsible for your account and all actions taken under that username and password. You must only purchase from the Online Shop under your own username and password. You must make every effort to keep your password safe and should not disclose it to anyone. If you think someone else might know it, you must change it immediately. You may not transfer or sell your username to anyone, nor permit, either directly or indirectly, anyone to use your username or password. If there are any changes to the details supplied by you it is your responsibility to contact us as soon as possible

We have the right to end our agreement with you for your use of the Online Shop if you breach these Terms or if we suspect you have breached these terms or are engaged, or are about to be engaged or have been involved in fraudulent or illegal activity in connection with the Online Shop or on the site.

Ordering Process

When placing an order, you agree that any and all information you give us is accurate and complete.

All orders are subject to acceptance and product availability. All prices listed on the Online Shop are correct at the time of entering the information, however, we reserve the right to change prices of any product at any time. The total price of your order, including any sales taxes, will be displayed prior to your purchase confirmation.

No contract for the sale of any product will exist between you and us until we accept your order by emailing the confirmation invoice to the email address given in your order and will detail products ordered, payment method, cost (including P&P) and the delivery method.

You must check all the details on this confirmation invoice are correct and contact us as soon as possible if any details are incorrect.

If your order cannot be processed, you will receive an email from us telling you the reasons why and our proposed solution. If you're not happy with the proposed solution, you may decide to cancel your purchase and obtain a full refund.

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What forms of payment does Fire Extinguisher Store accept?

You may purchase products from the Online Shop with the following credit cards: Visa, MasterCard, and Visa Electron. You can also use PayPal. All purchases will be charged to your nominated card or account upon submission of your order. All credit and debit cardholders are subject to validation checks and authorisation by the card issuer. We use a payment processor called “Worldpay” to process your online transaction on our behalf. For more information on Worldpay, please see the section headed “Privacy” below. If the issuer of your payment card refuses to authorise payment to us, we will not be liable for any delay or non- delivery.

We are sorry that we cannot accept personal cheques, cashier’s cheques, money orders or direct deposits.

Credit card verification codes

Unless you have a Shop Account, we require you to provide your Credit Card Verification Code (or CVC) in order to process your payment. The CVC is a number that appears on your credit card that allows us to verify that the person placing the order has direct access to the credit card being used.

Creating an Account and Stored Card Details

When you complete a transaction in the Online Shop, we may ask if you’d like the Online Shop to remember your details by creating an account (**Shop Account**) . If you create a Shop Account, your transaction details (name and address) will be securely saved by our Online Shop platform provider so that future purchases are easier and quicker for you. Your payment card details will also be encrypted into a secure token by Worldpay (who provide payment services to the Online Shop).

No one has access to your card details within the secure token (the **Token**). Our Online Shop provider stores the Token for up to four years. The last four digits of your card number and its expiry date will be visible to you (from the Token) when you log into your Shop Account using your username and password. If you would like to close your Shop Account, please email sales@fireextinguishers.store.

Delivery methods and charges

We send your purchased products to you by postal service. Most purchased products will be sent by standard post within 5 - 10 days

Please ensure that you provide accurate credit card details, CVC code, billing address and other information that we request from you in order to process your payment and check them carefully before you click “pay” as we can’t amend mistakes afterwards. We may not be able to process your payment or deliver your products if the information you provide is incorrect.

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Express Delivery

In some regions, you will be able to elect through the Online Shop to have your purchased products sent to you by express delivery. An additional charge, which will be notified to you at the time of making the purchase, will be payable for express delivery. By making a purchase, you agree that you accept the charges that have been notified to you. For all consumers, please note that if you choose an available option of express delivery you will not be refunded the additional cost of the Express Delivery over the cost of Standard Delivery if you decide to

Delivery times

If your items are in stock, we will deliver them to you as soon as we can. In the case of pre-orders, we will deliver the products to you as soon as they are in stock. We send your purchased products to you by postal service. Most purchased products will be sent by standard post within 5 - 10 days

Please note that these times are intended as a guide only, and we are unable to guarantee delivery of your goods by or within a certain time.

Return to sender parcels

If your products are returned to us by the postal service because you haven't taken delivery, we will contact you to let you know. If the product has been returned to us as a result of our error, we will re-send the product to you by standard post for no extra charge.

If you provide an incorrect delivery address and the order is returned to us, or you fail to take delivery, we will either:

- redeliver the product to the correct address, if provided, subject to payment of additional delivery costs, or
- refund the value of the product (excluding delivery costs) dependent on whether it remains in a resalable condition. You will be responsible for any additional charges incurred including re-delivery costs.

If the order is not returned to us, you will not be eligible for a refund or re-delivery. Fire Extinguisher Stores accepts no responsibility for deliveries made to incorrect or incomplete addresses provided by customers. In this case, you will need to place a new order with the correct details.

Please note, we will not be able to amend a delivery address once the order has been placed.

Defective or Damaged Products

If your purchase is in any way defective, damaged or not as described in the product's description page of the Online Shop, please contact us at sales@fireextinguishers.store, as soon as possible with your proof of purchase, and we will arrange for a replacement product or refund where necessary. For partial returns, refund amounts will be calculated against any discounts claimed at the time of ordering (e.g. 3 for 2, % off, free postage offers etc).

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Changing Your Mind

You have the right, under consumer laws, to a “cooling off” period of 14 days from the date you receive your products, during which time you can change your mind and receive a refund (subject to certain deductions – see below).

To change your mind, please let us know within the 14-day cooling off period by contacting us at sales@fireextinguishers.store. We will get in touch with you as soon as we can and give you the address to which you need to send your return. You need to make sure you send the products back within 14 days of telling us you want to change your mind. You will need to pay the costs of return postage.

Within 14 days of receiving your returned product, provided it is in a perfect, unused condition, we will refund you the amount you paid by the same method as your original payment, including the initial delivery cost at the least expensive rate. So, for example, if you have paid for express delivery, we cannot refund the additional cost of the express delivery over the cost of the standard rate. For partial returns, refund amounts will be calculated against any discounts claimed at the time of ordering (e.g. 3 for 2, % off, free postage offers, etc). We cannot refund any credit card fees, brokerage fees or import duties, as these amounts go directly to third parties, not us.

If we do not receive your returned product, we cannot refund it, so please ensure you keep your proof of return postage.

Disclaimer and limitation of liability

We use reasonable care and skill to ensure the accuracy of the information we provide through the Online Shop and in all products purchased through the Online Shop. However, we do not accept liability (except as set out below) for any errors/ omissions in our Shop and reserve the right to change information, prices, specifications and descriptions of listed goods, products and services at any time and without notice.

EXCEPT AS PROVIDED BY LAW, WE CANNOT GUARANTEE THAT THE ONLINE SHOP OR PRODUCTS PURCHASED THROUGH THE ONLINE SHOP WILL BE 100% ACCURATE OR UP TO DATE. THE INFORMATION IN THE ONLINE SHOP OR PRODUCTS PURCHASED THROUGH THE ONLINE SHOP IS GENERAL YOU ACKNOWLEDGE THAT YOU USE THE ONLINE SHOP AND ALL PRODUCTS PURCHASED THROUGH THE ONLINE SHOP AT YOUR OWN RISK. EXCEPT AS PROVIDED BY LAW, THE ONLINE SHOP AND ALL PRODUCTS PURCHASED THROUGH THE ONLINE SHOP ARE PROVIDED 'AS IS' AND “AS AVAILABLE

WE ARE NOT RESPONSIBLE FOR:

- LOSS THAT WAS NOT REASONABLY FORESEEABLE;
- LOSS THAT WAS NOT CAUSED BY OUR BREACH OF CONTRACT OR BY OUR NEGLIGENCE;
- INDIRECT OR SECONDARY LOSS THAT ARISES FROM ANY BREACH BY US;

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- LOSSES THAT RELATE TO A BUSINESS, SUCH AS LOST DATA, LOST PROFITS OR BUSINESS INTERRUPTION, THAT YOU OR A THIRD PERSON IS ENGAGED IN;
- LOSSES CAUSED BY ANY INNACURACY IN THE INFORMATION YOU PROVIDE TO US, SUCH AS DELIVERY OR PAYMENT INFORMATION; OR
- ANY INCREASE IN LOSS THAT WAS CAUSED BY YOUR BREACH OF CONTRACT OR YOUR NEGLIGENCE.

YOU MUST TAKE ALL REASONABLE STEPS TO MINIMIZE THE EXTENT OF ANY LOSS YOU MAY SUFFER AS A RESULT OF YOUR USE OF THE ONLINE SHOP OR ANY PRODUCTS PURCHASED THROUGH THE ONLINE SHOP.

WE SHALL HAVE NO LIABILITY TO YOU FOR ANY DELAY IN THE DELIVERY OF PRODUCTS ORDERED OR ANY OTHER MATTERS TO THE EXTENT THAT THE DELAY IS DUE TO ANY EVENT OUTSIDE OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ACTS OF GOD, WAR, FLOOD, FIRE, LABOUR DISPUTES, STRIKES, LOCK-OUTS, RIOTS, CIVIL COMMOTION, MALICIOUS DAMAGE, EXPLOSION, GOVERNMENTAL ACTIONS AND ANY OTHER SIMILAR EVENTS.

OUR MAXIMUM LIABILITY TO YOU IN RELATION TO YOUR USE OF THE ONLINE SHOP IS THE AMOUNT PAID BY YOU FOR THE ITEM THAT IS THE SUBJECT OF THE CLAIM.

Nothing in these Terms shall seek to exclude or limit liability for death or personal injury resulting from our negligence or that of our servants, agents or employees or for any liability that cannot by applicable law be excluded or limited.

Complains or disputes

If you have a complaint or dispute with Fire Extinguisher Stores, we'll always try to sort it out if you contact us.

Waiver

No waiver by us shall be construed as a waiver of any proceeding or succeeding breach of any provision.

Survival

Each provision of the Terms shall be construed as separately applying and surviving even if for any reason one or other of those provisions is held to be inapplicable or unenforceable in any circumstances.

Entire Agreement

These Terms govern our relationship with you. You confirm that, in agreeing to accept the Terms, you have not relied on any representation except where that representation has been made a term of these Terms and you agree that you shall have no remedy in respect of any representation. Your statutory rights are not affected by these Terms. Nothing in this paragraph shall limit or exclude our

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liability in respect of any fraudulent or negligent misrepresentation whether or not such has become a term of the Terms.

Forms of Communication

You agree that we may contact you by e-mail in relation to your order and these Terms.

<< End of Document >>

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