

Terms and Conditions

Tuesday, 29 May 2007

The terms and conditions below govern the sale of goods from Mediamailing ("the Company") to you ("the Customer").

1 Price and Ordering

1.1 The price payable for the goods is set out on the web site at the time the Customer places their order.

1.2

When confirmation of an order is received, this is to indicate that the Company have received the Customer's order. It does not indicate that a contract exists between the Customer and the Company. The Company will indicate acceptance of the Customer's order, and hence a contract between the Customer and the Company, when the Company sends the Customer an invoice. The Company have included this term to protect against a mistake in pricing, where the Company has inadvertently under-priced or over-priced goods, or the Company are no longer able to supply a particular product for some reason.

1.3

In the case of a change of price, the Company will always contact the Customer first to ensure that the price is acceptable.

1.4 If the product is no longer available the Company will seek to offer the Customer a suitable alternative.

1.5 The Company accepts Visa, Mastercard, Switch, Debit Cards and Visa Electron as valid methods of payment. Payment can also be made over the telephone, mail or fax.

1.6

Items will be paid for at the point of order unless a written agreement has been provided to prove otherwise. In the event that items have to be backordered or are not available the Customer will be given the option to cancel the order. If the Customer cancels the order they will not be charged.

2 Delivery and Title

2.1

For the purposes of this section "a Working Day" is defined as Monday, Tuesday, Wednesday, Thursday or Friday excluding public holidays in England.

2.2 Delivery is restricted to the locations listed in Stage 2 of the checkout process.

2.3

Where stock is available the Company will deliver the Customers order

in accordance with the delivery schedule set out in 2.4 to 2.7 below.
Refer to 3 Back Orders where stock is not available.

2.4

Orders received where the payment has cleared will be dispatched the same day, we reserve the right to dispatched the following working day if a problem arises.

2.5 Orders where payment has not cleared will be dispatched upon cleared funds and in the timeframe set out in 2.4

2.6 We do not charge any customer for handling any order.

2.8

All delivery dates set out on our Shipping Page are estimates only and the Company will not be held liable for any delay in delivery of the goods howsoever caused. The Company will contact the customer via email when an order has been dispatched.

2.9

If the Customer fails to receive the goods on the quoted delivery date the Company reserves the right to store the goods until the Customer can receive or collect the goods and charge all reasonable expenses relating to storage and additional costs of delivery to the Customer.

2.10

Title to the goods will only pass to the Customer on receipt of payment in full of the price of the goods including all relevant taxes and delivery costs. The Company reserves the right to repossess goods in the Customer's possession if payment is not made in full.

3 Back Orders

3.1

If the goods the Customer is ordering are not in stock, the Company will back order the goods for the Customer and quote an estimated delivery date or offer a suitable alternative if the item is no longer available. The Customer will always be emailed with the option to cancel their order if they do not accept the new delivery date or the alternative item offered is not acceptable.

4 Tax Charges

4.1 Currently Mediamailing does not charge VAT on all orders via this website.

5 Credit Card Security

5.1

When the order is placed at the Company's website, credit card numbers are processed by our third party payment processing provider. At no point does the Company handle any credit card details when provided in our automated checkout procedure.

6 Guarantee

6.1

The Company guarantees the Customer's satisfaction. All of the Company's products come with a 30 day money back guarantee on return of goods in an unspoilt, unused & saleable condition.

6.2 The Customer can notify the Company by phone, fax, email or letter. Contact details are set out below.

Mediamailing

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Southview

Gardens

Sheerness

Kent

ME12 1YL

United Kingdom

Phone: 01795 66 33 75
Fax : 01795 858 222

Email: sales@mediamailing.com

6.3

The Customer will bear the cost of returning the goods to the Company unless the goods are being returned because they are incorrect or defective, in which case the Company will arrange for the goods to be collected by their nominated carrier.

6.4

On receipt of the goods by the Company, the Customer will receive a credit, exchange or refund to the total value of goods returned subject to the goods being returned in an unspoilt, saleable condition.

7 Liability

7.1

Any defect in the quality, quantity and condition of the goods should be notified by the Customer to the Company, as per 6.2, on receipt of the goods and the delivery should be refused by the Customer. If the Customer does not notify the company and refuse the delivery the Company will not accept liability for such defect and the Customer will be required to pay for the goods in full as if delivered.

7.2

The Company will inspect the goods returned and if the defect is identified, the Customer will be given the option of replacement at no additional cost or a full refund of the price of the goods. The Company will have no further liability to the Customer.

7.3

The Company will inspect the goods returned and if no defect is identified the goods will be returned to the Customer at the Customer's cost.

7.4 The

Company under no circumstances will be liable to the Customer for any loss of profits, additional costs, indirect or consequential loss or damage arising out of any defect in goods supplied. The Company's liability will be restricted to the value of goods returned found to be defective on inspection. This does not affect your statutory rights as a consumer or the Company's liability to the Customer for fraudulent misrepresentation or for death or injury resulting from the Company's negligence.

8 Privacy Policy

8.1

The Company does not disclose the Customers information to third parties other than when order details are processed as part of the order fulfilment. In this case, the third party will not disclose any of the details to any other third party.

8.2

Cookies are used on this shopping site to keep track of the contents of the Customers shopping cart. Cookies are also used after the Customer has logged on as part of that process. The Customer can turn off cookies within your browser by going to 'Tools | Internet Options | Privacy' and selecting to block cookies. If the Customer turns off cookies, the Customer will be unable to place orders or benefit from the other features that use cookies.

9 Returns Policy

9.1 The Customer's rights to return goods are protected under the EU Distance Selling Directive which can be found at <http://www.hmso.gov.uk/si/si2000/20002334.htm>

10 Force Majeure

10.1

The Company shall have no liability to the Customer for any failure or delay in supply or delivery or for any damage or defect to the goods supplied or delivered caused by any event or circumstance beyond the Company's reasonable control.

11 General

11.1

The validity, legality or enforceability of any part of these terms and conditions will be unaffected by the invalidity, illegality or unenforceability of any individual part of these term and conditions.

11.2 The terms and conditions shall be governed by and interpreted in accordance with English Law.

