

Terms and Conditions of Sale of Goods

Legal information: 'ELECSA' is the registered brand name owned by EC Certification Ltd (company No. 06418028, registered office ESCA House, 34 Palace Court, London W2 4HY). The ELECSA shop is operated for us by our sister company ECA Affinity Services Ltd, company No. 5131470 whose registered office is at the same address. Through the ELECSA shop you are therefore dealing with ECA Affinity Services Ltd., with whom your contract will be.

These are the **terms and conditions** for purchases from the ELECSA shop. They are governed by English law and do not affect your statutory rights. You, the buyer, should read them carefully before ordering any goods from us, the ELECSA shop.

We, the ELECSA shop, may change these terms and conditions at any time, without affecting prior orders, but buyers should check this website for any changes before placing any fresh order.

No contract will exist between you and us until we notify you that we have accepted your order, which we are not necessarily obliged to do. Pictures of goods on our website are for illustrative purposes only and may differ slightly from the actual goods. **Prices and descriptions** of goods shown on our website are accurate to the best of our knowledge and belief, but any possible errors or omissions will be corrected at the time you place your order, which you can then review. If, because of our mistake, you cancel your order after having paid for the goods, we will give you a full refund. The applicable delivery charge for the goods, to be added to the price, will be as shown on our website checkout page.

Payment Methods: You may order online by using a credit or debit card via our designated web payment service. All prices are shown in pounds sterling (£) and we cannot accept foreign currency or payments. For order that are made via fax or post, as well as credit and debit card payment we can also accept payment via cheque. ELECSA approved contractors can also pay for goods using their direct debit facility when ordering online or via manual form.

Security: Security is one of our highest priorities and we take every precaution to protect your personal information both online and offline. Information requested when registering or ordering goods (including your credit / debit card details) is encrypted with SSL (Secure Socket Layer) 24 bit industry standard encryption. Payment details taken via manual order forms are securely destroyed after the order has been processed.

Delivery: We will deliver the goods that you order to the delivery address you gave when placing your order. We will do our best to deliver the goods within any specified delivery period, or, if none, then within a reasonable time. If we make a mistake with the delivery address or period, then you may apply for a refund of the delivery charge. If there is no one to accept a courier delivery, the courier will leave a card to allow you to rearrange a convenient delivery. If you do not rearrange delivery with the courier, the goods are returned to us and 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, after the goods have been returned to us, you would like them redelivered, we reserve the right to charge additional delivery fees.

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 that 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 afterwards. Please note that customised orders for stationery and clothing will arrive separately.

Returns and Cancellations: In accordance with ELECSA policy of offering outstanding customer service, you may return any item you have purchased from us under the following conditions:

1. Within 14 days of invoice date, and
2. In unused (or re-saleable) condition.

All requests to return goods should be discussed and agreed by the ELECSA shop team prior to their return. If due to a fault of ours, then a replacement will be sent and we will refund the cost of returning the original product. However, if you wish to return a product that is simply not required, providing it has been unused and in its original packaging, we may agree to it being returned, at your expense, and may apply a small handling charge. This returns policy does not affect your statutory rights which remain unaffected. Please note that items returned do not become ELECSA's responsibility until received by us and, as such, we recommend that the goods are returned by a recorded delivery service. Please note that products that have been personalised are non returnable.

When you send your item back to us we will process the returned item, then notify you via e-mail of your refund. You can expect a refund in the same form of payment originally used for purchase within three weeks of our receiving your return. The exception to this are orders that have been paid for via the direct debit facility, where refunds will be made via cheque. If you have not received your refund after four weeks from the day you sent us your return, please contact us for further assistance.

You may not cancel your contract insofar as it concerns any audio or video recordings or computer software that have been unsealed after delivery.

Faulty goods and returns: Please notify us as soon as possible if you discover that any goods are faulty. 'Faulty' in these terms means not as described, or of unsatisfactory quality, or being defective at the time of delivery. It does not mean goods that become faulty due to fair wear and tear, wilful damage, accident, negligence by you or anyone else, use 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.

If you are returning an item because of an error on our part or in accordance with our refund policy, or because it is damaged or defective, we will refund the delivery charges incurred in sending the item to you and pay your costs of returning it to us (by refunding your return postage costs).

We will check all items returned as damaged or defective. In the event we find no fault, we reserve the right to re-charge you for the item/s and to recover our fees and expenses from you.

If goods returned as faulty turn out not to be faulty in fact, then we reserve the right to charge you for the cost of transport and any other expenses that we have incurred.

If you do return goods to us for any reason, then you must ensure that they are properly and securely packaged and labelled with our address. You will be responsible for any damage in transit due to poor packaging by you.

Limitation of liability: 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. Also, we shall not be liable to you for any loss or damage:

1. Where there is no breach of a legal duty owed to you by us or by our employees or agents;
2. Where such loss or damage is not reasonably foreseeable to us when we accept your order; or
3. 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 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 (as the case may be).