

# Terms and Conditions for the Sale of Goods (version 1.0)

You will be asked to expressly agree to these terms and conditions before ordering Products from this Site. Please read them carefully. If you do not agree to them, do not order any Products from this site. In order to indicate your acceptance of these terms and conditions, you must click the box marked "Tick to agree terms" before you make your purchase.

Please note that you may only purchase Products from this site if you are over 18 and resident in Great Britain.

## (1) Definitions and interpretation

In this Agreement "we" means Frosty Gear (and "us" and "our" shall be construed accordingly); and "you" means the relevant customer or potential customer as the case may be (and "your" shall be construed accordingly).

In this Agreement, the following definitions shall apply:

"Agreement" means this agreement incorporating any terms set out in our Second Acknowledgement;

"First Acknowledgement" means the initial automatic email acknowledgment which we will send to you after receiving your Order;

"Order" means your order for Products made via the Site;

"Products" means goods, which may be purchased by you from the Site;

"Second Acknowledgement" means the email acknowledgment which we will send to you (where appropriate) confirming acceptance of your Order; and

"Site" means the website at [www.frostygear.co.uk](http://www.frostygear.co.uk) or any successor site operated by us from time to time.

## (2) This Agreement

The advertising of Products on the Site constitutes an "invitation to treat"; and your Order for Products constitutes a contractual offer. No contract comes into force between you and us unless and until we accept your Order.

In order to enter into this Agreement with us, you will need to take the following steps: (i) you must agree to our terms and conditions by clicking the "Tick to agree terms" box; (ii) you must make your payment transaction for the goods in advance via the PayPal service by clicking the "Buy Now" button. This action will transfer you to the Paypal website, and Paypal will handle your payment; (iii) PayPal will then send you the First Acknowledgment; and (iv) once we have checked whether we are able to meet your Order, we will either send you the Second Acknowledgement (at which point this Agreement will become a binding contract) or we will confirm by email that we are unable to meet your Order.

Please note that we will not file a copy of this Agreement. We may update the version of this Agreement on the Site from time to time, and we do not guarantee that the version you have agreed to will remain accessible. We therefore recommend that you download, print and retain a copy of this Agreement for your records.

The only language in which we offer this Agreement is English.

Before you place your Order, you will have the opportunity of identifying whether you have made any input errors by reviewing the data you have entered before proceeding to the next stage. You may correct those input errors before confirming you purchase.

## (3) About us

My full name is Edward J.J. Smith, trading as Frosty Gear. My trading address is 2, Litton Gardens, Oakley, Basingstoke, RG23 7JS. My email address is sales@frostygear.co.uk.

#### **(4) The Products**

The products are as described on the Web Site at [www.frostygear.co.uk](http://www.frostygear.co.uk).

Purchase quantity is limited to ONE Product per transaction.

#### **(5) Price and payment**

Prices for Products are quoted on the Web Site. The Site contains a large number of Products and it is always possible that some of the Products listed on the Site may be incorrectly priced. We will verify prices as part of our sale procedures so that a Product's correct price will be stated in the Second Acknowledgement.

In addition to the price of the Products, you will have to pay a delivery charge, the price for which is stated alongside the product(s) on this web site.

We may withhold the Products and/or terminate this Agreement if the price is not received from you in full, on time, in cleared funds.

VAT is not charged.

Payment for all Products must be made using the PayPal service.

Prices for Products are liable to change at any time, but changes will not affect Agreements which have come into force.

#### **(6) Delivery**

We will arrange for the Products to be delivered to the address for delivery indicated in your Order.

We shall use the Royal Mail Special Delivery® Next Day service, or comparable service of our choice.

We will use reasonable endeavours to deliver Products on or before the date for delivery set out in our Second Acknowledgement or, if no date is set out in our Second Acknowledgement, within 30 days of the date of our Second Acknowledgement. However, we cannot guarantee delivery by the relevant date. We do however guarantee that unless there are exceptional circumstances all deliveries of Products will be dispatched within 30 days of the later of receipt of payment and the date of our Second Acknowledgement.

We will only deliver Products within United Kingdom, excluding the Channel Islands.

#### **(7) Risk and title**

The Product(s) will be at your risk from the time of delivery. Ownership of the Products will only pass to you after we receive full payment of all sums due in respect of the Products (including delivery charges).

#### **(8) Consumer rights**

You may cancel this Agreement at any time within 7 working days after the day you received the Products (subject to the limitations set out below).

You will not have any such right insofar as this Agreement relates to: (i) the supply of any Products which constitute audio or video recordings or computer software which have been unsealed by you; (ii) the supply of Products the price of which is dependent upon fluctuations in financial markets which we cannot control.

If you cancel this Agreement on this basis, you must inform us in writing and return the Products to us immediately, in

the same condition in which you received them. Products returned by you within the 7 working day period referred to above will be refunded in full (including the cost of sending the Products to you). However, you will be responsible for paying the cost of returning the Product to us.

If you cancel this Agreement on this basis and you do not return to the Products to us, we may recover the Products and charge you for the costs we incur in doing so. Similarly, if you return the Products at our expense, we may pass that expense on to you.

### **(9) Defective Products**

You may also cancel this Agreement if the Products supplied are defective.

Products returned by you because of a defect will be refunded in full (including the cost of sending the Products to you, and the cost of returning the Products to us). Alternatively, if we and you agree, we may supply you with a replacement, or substitute Product, or repair and return the product.

### **(10) Refunds**

If you cancel this Agreement and are entitled to a refund, we will usually refund any money received from you using the same method originally used by you to pay for your purchase. We will process the refund due to you as soon as possible and, in any event, within 30 days of the day we received your notice of cancellation.

### **(11) Warranties**

We warrant to you that any Product you purchase through the Site will be of satisfactory quality.

You warrant to us that: you have full authority, power and capacity to enter into this Agreement and that all necessary actions have been taken to enable you to lawfully enter into this Agreement; you are legally capable of entering into binding contracts; you are resident in the United Kingdom; you are at least 18 years old; the information provided in the Order is accurate; and you will be able to accept delivery of the Products as contemplated in this Agreement.

Subject to the warranties set out in above, to the maximum extent permitted by applicable law we disclaim all warranties with respect to the Products, whether express or implied.

### **(12) Limitations of liability**

Nothing in this Agreement shall limit or exclude your or our liability for: (i) death or personal injury caused by negligence; (ii) under section 12 of the Sale of Goods Act 1979, section 2 of the Supply of Goods and Services Act 1982, or section 2(3) of the Consumer Protection Act 1987; (iii) for fraud or fraudulent misrepresentation; or (iv) for any matter for which it would be illegal for to limit or exclude, or attempt to limit or exclude, liability.

Subject to this: (i) our liability in connection with any Product purchased through our site is strictly limited to the higher of the purchase price of the relevant Product and the replacement cost of the relevant Product; (ii) we accept no liability for any loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, waste of management or office time or for any indirect or consequential loss or damage of any kind however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable; and (iii) we will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Agreement caused by events outside our reasonable control.

### **(13) General terms**

Images of Products on the Site are for illustrative purposes; actual Products may differ from such images.

We will treat all your personal information that we collect in connection with your Order in accordance with the terms of our [Privacy Policy](#); use of our website will be subject to our [Website Disclaimer](#).

This Agreement may only be varied by an instrument in writing signed by both you and us. We may revise these terms

from time-to-time, but such revisions will not affect the terms of any Agreement which we have entered into with you.

If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect, and such invalid or unenforceable provisions or portion thereof shall be deemed omitted.

No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, will be deemed to be, or be construed as, a further or continuing waiver of that term, provision or condition or any other term, provision or condition of this Agreement.

You may not assign, charge, sub-contract or otherwise transfer this Agreement, or any of your rights or obligations arising under this Agreement. Any attempt by you to do so shall be null and void. We may assign, charge, sub-contract or otherwise transfer this Agreement, or any of our rights or obligations arising under this Agreement, at any time - providing such action does not serve to reduce the guarantees benefiting you under this Agreement.

This Agreement is made for the benefit of the parties to it and is not intended to benefit, or be enforceable by, any other person. The right of the parties to terminate, rescind, or agree any amendment, variation, waiver or settlement under this Agreement is not subject to the consent of any person who is not a party to this Agreement.

This Agreement contains the complete agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, whether oral or written.

This Agreement will be governed by and interpreted in accordance with the laws of England, and the English courts shall have exclusive jurisdiction with respect to any dispute arising under this Agreement.

These terms are based on a template created and distributed by [www.website-law.co.uk](http://www.website-law.co.uk).