

FreshlyHosted.com

Terms & Conditions of Trading

All sales made by us are subject to these standard terms & conditions, except where agreed otherwise in writing. We do endeavour to offer the best possible service so if you have a problem with a product or our service, please contact us immediately so that we can try to rectify it as soon as possible!

DEFINITIONS : "We", "Our" and "Us" refers to FreshlyHosted.com. "You" and "Your" refers to the original company, organisation or individual who purchases goods and/or services directly from us.

YOUR RIGHTS. You and We are protected by statutory (legal) rights, according to the laws of England and Wales or any European Legislation which applies in England. Where statutory legislation exists, or new legislation comes into force, your and our statutory rights are not affected by anything within these terms, and those rights take precedence over these terms. Where any part of these terms is over-ridden by legislation, all other terms still apply. Any order placed with us is subject to acceptance.

1. PRICE : All prices quoted exclude carriage and VAT which will be charged at applicable rates and added to the invoice total. Unless explicitly requested, method of carriage will be at our discretion. Any costs omitted or corrections on your invoice will be invoiced/credited/charged later. You must notify us promptly if you are not billed the correct amount and we will correct the error. In the case of credit/debit card orders, should the full amount not be charged immediately, the balance is payable by you on demand. All advertised/advised/published pricing is subject to change at any time without notice due to market/currency fluctuations and other factors.

2. PAYMENT : We accept payment by cheque or bank transfer. If a credit facility is offered, payment must reach us within 15 days of invoice (except where agreed otherwise in writing). Official orders from government/educational and other official bodies are welcome, subject to acceptance.

3. OVERDUE PAYMENT : We reserve the right to charge interest on all overdue balances at 3% per month compounded until the date payment is received in full or alternatively, at our discretion, in line with legislation relating to late payment of commercial debts. Interest is charged from the invoice date onwards if payment is not received within 30 days (or as agreed otherwise in writing).

4. DEBT RECOVERY COSTS : All costs, charges and expenses incurred by us in recovering any debt shall be paid by you. If a payment made by cheque bounces, you shall be liable for all reasonable costs incurred as a result.

5. TITLE : All goods remain our property until such a time as they have been paid in full, as per all invoices issued by us for those goods.

6. ACCEPTANCE : All goods and services are covered by a 14 day acceptance period you must inform us in writing within 14 days of delivery should you wish to return or reject unacceptable goods or services. Non-receipt of this notification within 14 days will indicate acceptance.

7. CREDIT CHECKING / VALIDITY : We reserve the right to liaise with credit reference and other agencies with regard to your status and submit information accordingly and in line with relevant legislation. We also reserve the right to refuse any unexecuted order, without giving a reason.

8. DELIVERY : Although we endeavour to process, dispatch and delivery orders promptly, no absolute guarantee is given of any dispatch/delivery timescales. "Working day" is considered to be Monday to Friday, excluding holidays or any other day on which our office is closed. Deliveries may be made any time between 8am and 6pm. Our standard delivery service cover most parts of mainland UK. It is essential that someone will be at the delivery address to receive and sign for the goods. It is vital that you provide the correct address, in as much detail as possible, including a complete postcode. If the address or postcode you give is incorrect or you request a re-routing from the original destination (via us or directly to the courier), you will be charged for the re-routing costs at our standard carriage rates.

9. PRIVACY : When placing an order, we require various personal details from you. It is important that you supply all details requested in order that we can validate orders efficiently. You can be assured that we treat your personal details, including email address and telephone numbers in confidence. We do not disclose such details to any third party or otherwise use them, except in connection with expediting/processing your order. We will not use details of your purchases in our marketing/publicity materials or any other promotion without your consent and your credit/debit card details are not stored or retained on the web server. These policies exclude any disclosure which we are required by law to make, crime prevention, legal action or any issues relating to product safety. If ultimately we are unable to satisfy ourselves of the validity or other aspects of an order, we may not accept it.

BY PLACING AN ORDER WITH US, YOU ARE BOUND BY THESE TERMS UNLESS AGREED OTHERWISE BY US IN WRITING. ALL STATUTORY RIGHTS APPLY AS PER THE STATUTE OF THE UNITED KINGDOM AND EUROPEAN UNION WHERE APPLICABLE. YOU SHOULD KEEP A COPY OF THESE TERMS AS WE MAY NOT.

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