
STANDARD TERMS AND CONDITIONS FOR THE SALE OF GOODS

These Terms and Conditions are the standard terms for the sale of goods. These Terms of Sale, together with any other documents referred to herein (unless otherwise stated), set out the terms under which Goods are sold by Us to consumers through this website, 3D-Accessories.co.uk ("Our Site").

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Business Day"	means, any day other than a Saturday, Sunday or bank holiday;
"Calendar Day"	means any day of the year;
"Commercial Unit"	means a delivery of Goods, the character and/or value of which would be materially impaired if divided;
"Contract"	means the contract for the purchase and sale of Goods, as explained in Clause 3;
"Goods"	means the goods which are to be supplied by Us to you as specified in your Order (and confirmed in Our Order Acceptance);
"Month"	means a calendar month;
"Price"	means the price payable for the Goods;
"Special Price"	means a special offer price payable for Goods which We may offer from time to time;
"Order"	means your order for the Goods
"Order Confirmation"	means Our acceptance and confirmation of your Order as described in Clause 3;
"Order"	means your order for the Goods
"Writing"	means made by hand or electronically (email), resulting in a permanent record

1.2 Each reference in these Terms and Conditions to "writing" and any similar expression includes electronic communications whether sent by e-mail, text message, fax or other means.

2. Information About Us

Our Site is owned and operated by Next Step IT Limited, a Limited Company registered in England under company number 05486577.

Registered and Trading address:

Next Step IT Limited
Unit 3, Glenmore Business Centre
Sandleheath Industrial Estate
Fordingbridge
Hampshire
SP6 1TE

Telephone number: 01202 559 292

Email address: Info@nextstepit.co.uk

3. The Contract

- 3.1 These Terms and Conditions govern the sale of goods by Us and will form the basis of the Contract between Us and you. Before making your Order, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask Us for clarification.
- 3.2 Nothing provided by Us including, but not limited to, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at Our discretion, accept.
- 3.3 A legally binding contract between Us and you will be created upon Our acceptance of your Order, indicated by Our Order Confirmation. Order Confirmations will be provided in writing.
- 3.4 We shall ensure that the following information is given or made available to you prior to the formation of the Contract between Us and you, save for where such information is already apparent from the context of the transaction:
 - 3.4.1 The main characteristics of the Goods;
 - 3.4.2 Our identity (set out above in Clause 2) and contact details (set out below in Clause 13);
 - 3.4.3 The total Price for the Goods including taxes or, if the nature of the Goods is such that the Price cannot be calculated in advance, the manner in which it will be calculated;
 - 3.4.4 Where applicable, all additional delivery charges or, where such charges cannot be calculated in advance, the manner in which they will be calculated;
 - 3.4.5 Where applicable, the arrangements for payment, delivery and the time by which We undertake to deliver the Goods;
 - 3.4.6 Our complaints handling policy;
 - 3.4.7 We shall ensure that you are aware of Our legal duty to supply goods that are in conformity with the Contract;
 - 3.4.8 Where applicable, details of after-sales services and commercial guarantees;

3.4.9 Where applicable, the functionality, including appropriate technical protection measures, of digital content; and

3.4.10 Where applicable, any relevant compatibility of digital content with hardware and software that We are aware of or might reasonably be expected to be aware of.

4. Description and Specification of Goods

4.1 We have made every reasonable effort to ensure that the Goods conform to illustrations, photographs and descriptions provided in Our sales and marketing literature. We cannot, however, guarantee that all illustrations and/or photographs will be precisely accurate due to discrepancies that may arise during the printing process and differences in the colour reproduction of electronic displays.

4.2 If you receive any Goods that do not conform to illustrations, photographs or descriptions under sub-Clause 4.1 you may return those Goods to Us as provided in Clause 8.

4.3 If We find, or are made aware of, any typographical, clerical or other accidental errors or omissions in any sales and marketing literature, price lists or any other documents We will make every reasonable effort to correct such errors or omissions as soon as is reasonably possible. If, as a result of any such error or omission, you have received the wrong Goods, you may return those Goods to Us for non-compliance with the description as provided in Clause 8. If, as a result of any such error or omission, you have paid too much, We will refund the excess paid for the Goods.

4.4 We reserve the right to make any changes in the specification of the Goods that may be required to conform to any applicable safety or other legal or regulatory requirements without notice.

4.5 Bespoke Goods are available from Us. If you Order bespoke Goods from Us, We will produce, and or alter those Goods to your specifications and requirements.

4.6 When placing an Order for bespoke Goods, please ensure that all information that you provide to Us is correct, accurate and complete. We cannot accept the return of any bespoke Goods if the return is due to incorrect information provided by you. Please note that this does not affect your legal rights (including but not limited to those described in these terms and conditions).

5. Orders

5.1 All Orders for Goods made by you will be subject to these Terms and Conditions.

5.2 You may change your Order at any time before We despatch the Goods by contacting Us. This does not apply to bespoke Goods. We will only accept changes to Orders for bespoke Goods if We are reasonably able to accommodate your request without additional work. Requests to change Orders do not need to be made in writing.

5.3 If your Order is changed, we will inform you of any change to the Price in writing.

5.4 You may cancel your Order at any time before We despatch the Goods by contacting Us. If you have already paid for the Goods under Clause 6, the

payment will be refunded to you within 7 days. This does not apply to bespoke Goods (unless you are cancelling under sub-Clause 12.2.5 due to an event outside of Our control). We will only accept an Order cancellation for bespoke Goods if We have not yet begun making or altering the Goods. If you request that your Order be cancelled, you must confirm this cancellation in writing.

5.5 We may cancel your Order at any time before We despatch the Goods in the following circumstances:

5.5.1 The Goods are no longer in stock and We are unable to re-stock (if, for example, the Goods are discontinued); or

5.5.2 An event outside of Our control continues for more than 30 days (please see Clause 12 for events outside of Our control).

5.6 If We cancel your Order under sub-Clause 5.5 and you have already paid for the Goods under Clause 6, the payment will be refunded to you within 7 days. If We cancel your Order, the cancellation will be confirmed by Us in writing.

6. **Price and Payment**

6.1 The Price of the Goods will be that shown in Our products pages and shop in force at the time of your Order. If the Price shown in your Order differs from Our current Price We will inform you upon receipt of your Order.

6.2 If We quote a Special Price which is different to the Price shown the Special Price will be valid for 7 days or, if the Special Price is part of an advertised special offer, for the period shown in the advertisement. Orders placed during this period will be accepted at the Special Price even if We do not accept the Order until after the period has expired.

6.3 Our Prices may change at any time but these changes will not affect any Orders that We have already accepted.

6.4 We have made every reasonable effort to ensure that Our Prices, as shown in are correct. Prices will be checked when We process your Order. If the actual Price of the Goods is lower than that stated in your Order, you will be charged the lower Price (unless the lower price was an obvious mistake that you could have reasonably recognised). If the actual Price of the Goods is higher than that stated in your Order, We will ask you how you wish to proceed.

6.5 We do not charge VAT.

6.6 Delivery charges are not included in the price of Goods shown on Our Site. For more information on delivery charges, please refer to 3d-accessories.co.uk/delivery-returns-refunds.

6.7 All payments for Goods must be made in advance before We can despatch the Goods to you.

6.8 We accept the following methods of payment:

- PayPal
- Bank Transfer
- Cheque

7. **Delivery**

- 7.1 Please note that delivery is currently only possible within the United Kingdom.
- 7.2 If you are collecting the Goods from us instead of having them delivered to you, please contact us to arrange collection time.
- 7.3 Delivery will be deemed to have taken place when the Goods have been delivered to the delivery address indicated in your Order and you (or someone identified by you) have taken physical possession of the Goods or, if you are collecting the Goods from Us yourself, when you have collected the Goods.
- 7.4 Please note that delivery to the following areas require additional charges and time:
- Scotland (Highlands & Island)
 - Northern Ireland
 - Channel Islands
 - Isle of Man
 - Isle of Wight
- 7.5 If you arrange to have the Goods re-delivered or do not collect them, we cannot accept responsibility for any missing Goods.
- 7.6 For more information on delivery charges, please refer to 3d-accessories.co.uk/delivery-returns-refunds.

8. **Faulty, Damaged or Incorrect Goods**

- 8.1 By law, We must provide goods that are of satisfactory quality, fit for purpose and as described at the time of purchase, in accordance with any pre-contract information We have provided, and that match any samples or models that you have seen or examined (unless We have made you aware of any differences). If any digital content is included in the Goods, that digital content must also conform. If any Goods you have purchased do not comply and, for example, have faults or are damaged when you receive them, or if you receive incorrect Goods, please contact Us as soon as reasonably possible to inform us of the fault, damage or error, and to arrange for a refund, repair or replacement. Please note that if the Goods are incorrect as a result of your provision of incorrect information, rather than them not matching Our description, as explained in sub-Clause 4.6, you will not be able to return those Goods.
- 8.2 Beginning on the day that you receive the Goods (and ownership of them) you have a 30 Calendar Day right to reject the Goods and to receive a full refund if they do not conform as stated above. If you do not wish to reject the Goods, or if the 30 Calendar Day period has expired, you may request that the Goods are repaired or replaced. Within the first six months after you have received the Goods, you are entitled to a repair or replacement unless We can prove that the defect was not present at the time you bought the Goods. After the first six months, you must prove to Us that the defect was present at the time of purchase in order to qualify for a repair or replacement. We will bear any associated costs and will carry out the repair or replacement within a reasonable time and without significant inconvenience to you. In some cases, if repair or replacement is impossible or otherwise disproportionate, We may

instead offer you the alternative (i.e. a replacement instead of a repair or vice versa) or a full refund.

a) If you request a repair or replacement during the first 30 Calendar Day period, that period will be suspended while We carry out the repair or replacement and will resume on the day that you receive the replacement or repaired Goods. If less than 7 Calendar Days remain out of the original period, it will be extended to 7 Calendar Days.

b) If, after a repair or replacement, the Goods still do not conform (or if We cannot repair or replace them, as described above, or have failed to act within a reasonable time and/or without causing you significant inconvenience), you may have the right either to keep the Goods at a reduced price, or to reject them in exchange for a refund.

c) If you exercise this final right to reject the Goods more than six months after you receive them (and ownership of them), we may reduce any refund to reflect the use you have had out of the Goods.

d) If the Goods do not last a reasonable length of time (depending upon their nature), you may be entitled to a partial refund. Please be remember that after six months have passed since you received the Goods, the burden of proof will be on you to prove that the defect or non-conformity existed at the time of delivery.

8.3 Please note that you will not be eligible to claim under this Clause 8 if;

a) We informed you of the problem(s) with the Goods before you purchased them or you had the opportunity to examine them before purchase and the problem(s) should have been obvious to you; or

b) You have caused the problem(s) yourself, for example, through misuse or intentional or careless damage; or

c) You have purchased the Goods for an unsuitable purpose that is neither obvious nor made known to us and the problem(s) has/have resulted from your use of the Goods for that purpose; or

d) The problem(s) is/are the result of normal wear and tear; or

e) merely because you have changed your mind. Please refer to Clause 9 for details of what to do if you change your mind

8.4 We informed you of any faults, damage or other problems with the Goods before your purchase of the them; if you have purchased the Goods for an unsuitable purpose that is neither obvious nor made known to Us and the problem has resulted from your use of the Goods for that purpose; or if the problem is the result of normal wear and tear, misuse or intentional or careless damage.

8.5 To return Goods to Us for any reason under this Clause 8, please contact us using the details provided above in Part 2.

8.6 Refunds (whether full or partial, including reductions in price) under this Clause 8 will be issued within 14 Calendar Days of the day on which We agree that you are entitled to the refund.

8.7 Any and all refunds issued under this Clause 8 will include all delivery costs paid by you when the Goods were originally purchased.

8.8 For full details of your rights and remedies as a consumer, please contact your local Citizens Advice Bureau or Trading Standards Office.

9. Returning Goods If You Change Your Mind (cooling-off period)

- 9.1 If you are not satisfied with any (non-bespoke) Goods purchased from Us you have the right to return them in exchange for a refund. This 14 calendar day “cooling-off period” subject to the provisions of this Clause 9. This Clause 9 does not apply to Goods that are not in compliance with your legal rights. For such Goods please refer to Clause 8.
- 9.2 We cannot accept the return of any bespoke Goods if the return is due to incorrect information provided by you
- 9.3 This Clause 9 does not apply to bespoke Goods. Goods which We have produced or altered to order for you cannot be returned if you change your mind.
- 9.4 If you wish to return Goods to Us under this Clause 9 you must do so within 30 days of taking delivery (or collecting them from Us), telling Us why you wish to return the Goods.
- 9.5 All Goods must be returned to Us under this Clause 9 in their original condition in their original, un-opened packaging, accompanied by proof of purchase.
- 9.6 You may return Goods to Us in person please contact us using the details provided above in Part 2, or you may return them by post or another suitable delivery service of your choice. You are solely responsible for the cost of returning Goods to Us under this Clause 8.
- 9.7 You may request that We collect the Goods from you. Please ensure that the Goods are ready for collection at the agreed time and location. We may charge you for collecting Goods under this Clause 9.
- 9.8 For more information on delivery charges, please refer to 3d-accessories.co.uk/delivery-returns-refunds.

10. Refunds

- 10.1 All refunds due to you will be made using the same method used by you when paying for the Goods. You will be refunded the price paid for the Goods and for delivery, subject to the following limitations and deductions:
 - a) If you are exercising your right to change your mind under the cooling-off period, We may reduce your refund to reflect any reduction in the value of the Goods if that reduction has been caused by your handling of the Goods in a way that would not be permitted in a shop. If We issue the refund before inspecting the Goods and subsequently discover that you have handled them in this way, we may charge you an appropriate sum.
 - b) Standard delivery charges (i.e. the cheapest option available for your Order) will be refunded, but we do not reimburse premium delivery charges.
- 10.2 All refunds due to you will be made as soon as possible. If you are exercising your right to change your mind under the cooling-off period, we will issue your refund within 14 calendar days of:
 - a) The day on which We receive the returned Goods;
 - b) The day on which you inform Us (supplying evidence) that you have sent the Goods back (if this is earlier);

- c) If We are collecting the Goods, the day on which you inform Us that you wish to cancel and end the Contract; or
- d) If We have not yet provided an Order Confirmation or have not yet dispatched the Goods, the day on which you inform Us that you wish to cancel and end the Contract.

11. **Our Liability**

- 11.1 We will not be responsible for any loss or damage that is not foreseeable.
- 11.2 We only supply Goods for domestic and private use. We make no warranty or representation that the Goods are fit for commercial, business or industrial use of any kind (including resale). By making your Order, you agree that you will not use the Goods for such purposes. We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 11.3 Nothing in these Terms and Conditions seeks to exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 11.4 Nothing in these Terms and Conditions seeks to exclude or limit Your legal rights as a consumer. For more details of Your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office

12. **Events Outside of Our Control (Force Majeure)**

- 12.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.
- 12.2 If any event described under this Clause 12 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:
 - 12.2.1 We will inform you as soon as is reasonably possible;
 - 12.2.2 Our obligations under these Terms and Conditions will be suspended and any time limits that We are bound by will be extended accordingly;
 - 12.2.3 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Goods as necessary;
 - 12.2.4 If the event outside of Our control continues for more than 30 days We will cancel the Contract and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible;

12.2.5 If an event outside of Our control occurs and you wish to cancel the Contract, you may do so in accordance with your right to cancel under sub-Clause 5.4 above.

13. **Communication and Contact Details**

13.1 If you wish to contact Us, you may do by email at sales@3d-accessories.co.uk

13.2 In certain circumstances you must contact Us in writing (when cancelling an Order, for example)

14. **Complaints and Feedback**

14.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.

14.2 If you wish to complain about any aspect of your dealings with us, please contact Us using the contact details provided above in Part 3.

15. **How We Use Your Personal Information (Data Protection)**

We will only use your personal information as set out in Our 3d-accessories.co.uk/privacy-policy

16. **Other Important Terms**

16.1 We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs you will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms will be transferred to the third party who will remain bound by them.

16.2 You may not transfer (assign) your [other] obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission. Please note, however, that you can transfer the benefit of the extended return period (guarantee) in Clause 9 without our consent.

16.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions (except the benefit of the extended return period (guarantee) in Clause 9).

16.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

16.5 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

17. Governing Law and Jurisdiction

- 17.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.
- 17.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 17.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 17.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.