

# Victor Valentine

## Terms & Conditions

- 1. Interpretation** In these Terms and Conditions ( Terms ), the following words and phrases shall have the following meanings: "the Buyer" means the person, firm or company who purchases Goods from the Company; "the Company" means Victor Valentine; "Contract" means the contract between the Company and the Buyer which shall be deemed to incorporate these Terms; "Goods" means any goods agreed in the Contract to be supplied by the Company to the Buyer; "Place of Delivery" means the place to which the Goods are to be delivered. In these Terms, reference to any statute or statutory provision shall be construed as a reference to such statute or statutory provision as amended, modified, re-enacted or replaced from time-to-time.
- 2. The Contract** The Contract shall be on these Terms to the exclusion of all other terms and conditions, including any such terms and conditions that are purported to be included or applied by the Buyer. No terms and conditions contained in the confirmation of order, purchase order or other document of the Buyer will form part of the Contract.
- 3. Delivery** Where goods are in stock, the company shall endeavour to dispatch within 1-3 working days of order. Orders where special next day delivery has been requested will only be guaranteed for same day dispatch if the order is placed before 2.30pm. Orders placed after 2.30pm will be dispatched the following working day. Next day delivery does not include Saturday unless specifically requested. Any dates specified by the Company for delivery of the Goods are intended to be an estimate only. If no date is specified for delivery of the Goods, delivery shall be within a reasonable time. Subject to the other provisions of these Terms, the Company shall not be liable for any loss, whether direct or consequential, economic or loss of profits or otherwise, arising directly or indirectly out of any delay in the delivery of the Goods nor will any delay entitle the Buyer to terminate or rescind the Contract unless the delay exceeds 60 days. Our current shipping provider is Royal Mail. Standard delivery will be sent using a 3-5 day service and the special express service will provide a guaranteed next working day delivery.
- 4. Risk in and Ownership of the Goods** Risk in the Goods shall pass to the Buyer on delivery. Ownership in the Goods shall not pass to the Buyer until the Company has received in full in cleared funds all sums due to the Company in respect of the Goods and all other sums which are or may become due to the Company from the Buyer on any account. Until ownership of the Goods has passed to the Buyer, the Buyer shall: hold the Goods on a fiduciary basis as the Company's bailee; store the Goods separately from all other goods of the Buyer or any third party in such a way that they remain identifiable as the Company's property; not destroy or deface any identifying mark on the Goods or their packaging; maintain the Goods in satisfactory condition insured with the Company's interest noted on the policy and hold any proceeds of such insurance on trust for the Company and not mix them with any other money.
- 5. Price** The price for the Goods shall, unless otherwise agreed, be the price set out on in the Company's price list and on the company's web site. The price for the Goods shall be displayed on the price list and web site inclusive of vat but exclusive of all costs of carriage and insurance which the Buyer shall pay in addition.
- 6. Payment** Subject to paragraph 5, payment of the price of the Goods shall be due before the goods are shipped. Payment shall not be deemed to have taken place until the receipt by the Company of cleared funds.
- 7. Products** The company makes every effort to ensure that images and information on the website are accurate. The company accepts no responsibility for any colour variations that may occur due using different computer monitors or any unintentional inaccuracies of product descriptions.
- 8. Warranties** The Company warrants that the Goods are of satisfactory quality. If the Buyer wishes to make a claim under this warranty, the Buyer shall give written notice to the Company within 30 days of the discovery of the defect and give the Company a reasonable opportunity to inspect the Goods in question. The Company shall not be liable for any breach of warranty if the Buyer makes any further use of the Goods after giving such notice or alters or repairs the Goods without the agreement of the Company. The Company's liability under the warranty shall be limited to repairing or replacing the Goods in question or refunding the price of such Goods. Warranty claims can only be made within 6 months of purchase.

9. **Returns** All goods returned to the Company, whether incorrectly supplied, unwanted, damaged, or faulty, will only be accepted subject to the following terms and conditions: - Returned goods will only be accepted if they are within warranty for defect goods or within 14 days of delivery for unwanted goods. Refunds will not be issued for any unwanted goods received after 14 days but at the company's discretion we may offer store credit if received within 30 days. To protect the Company against abuse of its returns policy, the Company reserves the right to charge a restocking fee of up to £20.00 (including VAT) at the Company's discretion for all goods returned as faulty or damaged that are found to be in working order when tested by the Company. The customer agrees that the Company may charge to the customer's account all restocking fees in respect of returned or returnable goods. The customer agrees to pay all such fees or charges and authorises the Company to take such payment by the customer's normal account payment method as applicable without further notification to the customer. No refund or replacement can be made against goods which cannot be identified as coming from the customer who is returning them. Goods must be returned complete, including where appropriate all packaging in an acceptable condition. The Company will aim to refund unwanted items within 7 days from the receipt of the returned goods but will not refund carriage costs.

Faulty or unwanted goods should be returned to the address stated on the accompanying invoice/returns form which is also stated in the contact section of the website. The company will not be responsible for any returned items lost in transit.

10. **Limitation of Liability** The Company's liability in contract, tort or otherwise arising out of the subject matter of the Contract shall not exceed the original price of the goods and the Company shall under no circumstances be liable to the Buyer for any consequential, indirect or economic loss or damages.
11. **Data Protection and Privacy** All personal data relating to you collected by us from which we can identify you will be recorded electronically and only used in accordance with the Data Protection Act 1998 and we will not share this information with any third party. In completing the registration you will give us data about you which we will use for monitoring the operation of the Website, processing orders, administration and future changes to the site to improve the service provided. We may use this data to contact you for any future marketing, advertising and promotional purposes. You have the right to ask us for a copy of the information we hold on you for which we may charge a small fee, and to correct any inaccuracies.
12. **Force Majeure** If either party is subject to an event of Force Majeure, that is circumstances outside its reasonable control, including but not limited to war, fire, industrial disputes or civil commotion, it shall notify the other and the first party's obligations under these Terms shall be suspended until it notifies the other party of the end of such event of Force Majeure.
13. **General** If any part of these Terms is found to be void or unenforceable by any Court of competent jurisdiction, such part shall be severed from these Terms which will otherwise remain in full force and effect. These Terms shall be governed by and interpreted according to English Law and the parties submit to the exclusive jurisdiction of the English Courts.
14. **Privacy Policy for [www.Victorvalentine.co.uk](http://www.Victorvalentine.co.uk)**

At Victor Valentine we are committed to protecting and preserving the privacy of our visitors when visiting our site or communicating electronically with us.

This Privacy Policy contains an explanation of what happens to personal data that you choose to provide to us, or that we collect from you whilst you visit this site. Our Privacy Policy should be read in conjunction with our terms of website use.

We do occasionally update this Policy so please do return and review this Policy from time to time.

#### Information We Collect

In running and operating this website we may collect and process certain data and information relating to you and your use of this site. This data and information is detailed below:

i. Details of visits to our website and the pages and resources that are accessed, including, but not limited to, traffic data, location data and other communication data that may assist us in understanding how visitors use this website.

ii. Information that visitors provide to us as a result of filling in forms on our website, such as when a visitor registers for information or makes a purchase. This may include name, address, email address and telephone number.

iii. Information provided to us when our visitors communicate with us electronically for any reason.

We do not collect and store credit/debit card information at Victor Valentine Ltd. All payment information is collected and stored by our merchant partners referred to on our website. These merchant websites should have their own privacy policies which you should check. We do not accept any responsibility or liability for their policies whatsoever as we have no control over them.

#### Use of Cookies

Cookies are sometimes used to improve the website experience of a visitor to a website. We may sometimes use cookies on this website to record aggregate statistical information about the visitors to our site and the use that our visitors make of the website. When collected this information is used by us to improve our website and further enhance the visitor experience and, may be shared with advertisers. Please note that no personally identifiable information is recorded.

We may also use the cookies to gather information about your general internet use to further assist us in developing our website. Where used, these cookies are downloaded to your computer automatically. This cookie file is stored on the hard drive of your computer. Cookies contain information that is transferred to your computer's hard drive and then stored there and transferred to us where appropriate to help us to improve our website and the service that we provide to you.

All computers have the ability to decline cookies. You can easily decline or remove cookies from your computer using the settings within the Internet Options section in your computer control panel. Our advertisers may also use cookies on their website. We have no control over this and you should review the privacy policy of any advertiser that you visit as a result of an advert or link on this website.

#### Use of Your Information

The information we collect is used for our own use in developing our website and also occasionally by advertisers on this site. In addition, we may use the information for the following purposes:

- i. To provide you with information relating to our website, products or our services that you request from us.
- ii. To provide you with information on other products that we feel may be of interest to you.
- iii. To meet our contractual obligations to you.
- iv. To notify you about any changes to our website, including improvements, and service or product changes that may affect our website.

If you are an existing customer, we may contact you with information about goods and services similar to those that you have expressed an interest in previously via our website.

Finally, we may use your data, so that you can be provided with information about unrelated goods and services which we consider are likely to be of interest to you. We may contact you about these goods and services by any of the methods that you consented to at the time your information was collected.

If you are a new customer, we will only contact you when you have provided consent and, only by those means you provided consent for.

If you do not want us to use your data for our use then you will always have the option to object to such use.

#### Storing Your Personal Data

Information that we collect may on occasion be transferred and stored outside of the European Union for the purpose of supplying our goods or services to you. By submitting your personal data, you agree to this transfer, storing or processing. We will always take all reasonable precautions to make sure that your data remains secure and is handled in accordance with this Privacy Policy.

Data that is provided to us is stored on our secure servers. Details relating to any transactions entered into on our site will be encrypted to ensure its safety.

The transmission of information via the internet is not completely secure and therefore we cannot guarantee the security of data sent to us electronically and transmission of such data is therefore entirely at your own risk. Where we have given you (or where you have chosen) a password so that you can access certain parts of our site, you are responsible for keeping this password confidential.

#### Disclosing Your Information

Where applicable, we may disclose your personal information to any member of our group. This includes, where applicable, our subsidiaries, our holding company and its other subsidiaries (if any). We may also disclose your personal information to third parties:

- i. Where we sell any or all of our business and/or our assets to a third party.
- ii. Where we are legally required to disclose your information.
- iii. To assist fraud reduction and minimise credit risks.

#### Third Party Links

You may find links to third party websites on our website. These websites should have their own privacy policies which you should check. We do not accept any responsibility or liability for their policies whatsoever as we have no control over them.

#### Access to Information

The Data Protection Act 1998 gives all individuals the right to access personal information that is held about them. You can request a copy of any information that we hold about you. Please note that any request for this information may be subject to payment of £10 which covers our administrative costs. Please contact us if you wish to make such a request.

#### Contacting Us

If you have any questions or queries relating to this Privacy Policy then please contact us at [info@victorvalentine.co.uk](mailto:info@victorvalentine.co.uk).