



## **Terms and Conditions**

Please read the following carefully. Your use of the GadgetandGift.co.uk web site ("GadgetandGift.co.uk") and purchase of the products (or services) ("Products") on it means that you agree to these terms and conditions ("Terms").

### **Shopping with GadgetandGift.co.uk**

- You can place your Order in the following ways:
  1. online via this website;
  2. by posting a completed copy of the Gadget and Gift Order form (which can be downloaded from [www.GadgetandGift.co.uk](http://www.GadgetandGift.co.uk) website) to GadgetandGift.co.uk, UBI Traders, 1 Millhouse Crescent, Glasgow, G20 0UD. Please email [sales@gadgetandgift.co.uk](mailto:sales@gadgetandgift.co.uk) for further information before completing your cheques or Postal Orders.
- When you place an Order for a Product in any of the ways described above ("Order") you are offering to buy it for the price stated, subject to these Terms.
- When you place your Order online we will send you an email to confirm that we have received it. This email confirmation will be produced automatically so that you have confirmation of your Order details. The fact that you receive an automatic confirmation does not necessarily mean that we will be able to meet your Order. Once we have sent the confirmation email we will then check availability and contact you with a further email. If the Product is available and the details of the Order are correct, this email will be deemed an acceptance and will specify delivery details and confirm the price of the Products purchased. If the Product is not available we will also let you know by email.
- GadgetandGift may cancel any sale and not supply Products if it is reasonable to do so and may change or discontinue the availability of Products at any time at its sole discretion. If an Order is cancelled, any payment made for the Products will be refunded in full. This does not affect your Statutory Rights.
- All new Orders are deemed separate and each is treated individually.

### **Price**

- The price for each Product is shown on [GadgetandGift.co.uk](http://GadgetandGift.co.uk) and includes V.A.T at 17.5%.
- We always try to make sure that the prices on [GadgetandGift.co.uk](http://GadgetandGift.co.uk) are accurate but errors may occur. If we discover an error in pricing of the Products in your Order we will inform you as soon as possible using the contact details you supply us with. We will then give you the option of reconfirming your Order at the correct price or cancelling it. (If we are unable to reach you we will treat the

Order as cancelled). If an Order is cancelled, any payment made for the Products will be refunded in full.

- Delivery and postage and packing (P&P) is free, but if any extra P&P occurs you will be notified of the delivery costs via the contact details we may have. You will then be given the opportunity to reconfirm your order and make the additional cost of P&P or cancel it.
- Prices are quoted on [GadgetandGift.co.uk](http://GadgetandGift.co.uk) in UK pounds (GBP).

### **Payment**

- You must pay for your Order before it is delivered and you can do so by credit card, debit card, cheque or postal Order.

### **Credit Card**

- Orders may be processed online using a credit or debit card (currently VISA, MasterCard, American Express, Delta and Switch/Solo).

### **Cheque or Postal Order**

- You may pay by cheque or postal Order if you wish.
- Please email [sales@gadgetandgift.co.uk](mailto:sales@gadgetandgift.co.uk) for further information before completing your cheques or Postal Orders. Also send us a covering letter detailing your Order or on our order form (can be downloaded from the website), cheque guarantee card number, guaranteed amount, expiry date, contact details and delivery address.

### **Availability**

- We try to keep [GadgetandGift.co.uk](http://GadgetandGift.co.uk) as up to date as possible but cannot guarantee that particular Product will always be available. If we can't supply a Product you will not be charged for it and we will refund or re-credit your account with the amount debited by us.
- All offers are available while stocks last. If we are unable to supply a Product you have Ordered, we will notify you as soon as we can after receiving your Order. If this happens, you may cancel your Order and we will refund you the money you have paid for it.

### **Delivery**

- [GadgetandGift.co.uk](http://GadgetandGift.co.uk) delivers to destinations inside the UK.
- [GadgetandGift.co.uk](http://GadgetandGift.co.uk) aims to deliver Products to destinations in the UK within 7 days in most circumstances, if it is likely to take any longer than that we will advise you on the contact detail you supplied. You may then reconfirm to continue the sale or cancel it.

- Orders are despatched by Royal Mail (1st Class). Our couriers may require a signature and operate between 9am and 5pm on weekdays only, so please specify an address where someone will be able to sign for your Products between these hours.
- We will make every effort to deliver within the time stated above, but we will not be liable for any loss caused to you by late delivery.
- Please Order from [GadgetandGift.co.uk](http://GadgetandGift.co.uk) with enough lead-time to prevent any loss or disappointment resulting from the delivery time as [GadgetandGift.co.uk](http://GadgetandGift.co.uk) cannot be responsible for this.
- This does not affect your statutory rights as a consumer.

### **Copyright and Trade Marks**

- [GadgetandGift.co.uk](http://GadgetandGift.co.uk) does not give you any right or interest in any copyright or intellectual property rights in any Product nor the right to copy them.
- The copyright in [GadgetandGift.co.uk](http://GadgetandGift.co.uk) and the content of all the software, web site and pages relating to the [GadgetandGift.co.uk](http://GadgetandGift.co.uk) web site is owned by, or licensed to either [GadgetandGift.co.uk](http://GadgetandGift.co.uk) and/or UBI Traders, unless otherwise specified and may not be used, copied or altered without our express consent.
- Copyright extends to the design, look and feel of [GadgetandGift.co.uk](http://GadgetandGift.co.uk), all photographs on it and its marketing materials.
- You may use [GadgetandGift.co.uk](http://GadgetandGift.co.uk) for private and personal non-commercial use only - i.e. to view, copy and print portions of [GadgetandGift.co.uk](http://GadgetandGift.co.uk) for the sole purpose of placing Orders. The materials on [GadgetandGift.co.uk](http://GadgetandGift.co.uk) may not be used for any other purpose.
- [GadgetandGift.co.uk](http://GadgetandGift.co.uk) and our logos are trade names or trade marks of [GadgetandGift.co.uk](http://GadgetandGift.co.uk) and UBI Traders and may not be used by anyone else without our express permission.
- However, [GadgetandGift.co.uk](http://GadgetandGift.co.uk) does not make any warranty or representation in respect of any other trade mark and the trade marks of the brands featured on [GadgetandGift.co.uk](http://GadgetandGift.co.uk) belong to their respective owners.

### **Privacy and Data Policy**

- [GadgetandGift.co.uk](http://GadgetandGift.co.uk) makes a commitment to protecting your privacy and promises only to use information collected about you in accordance with the Data Protection Act 1998.
- When you place an Order, we may ask you for certain information and you may submit personal data to [GadgetandGift.co.uk](http://GadgetandGift.co.uk) (for example your name, phone number, postal address, email address, contact and bank / credit card details). We may also record which products you are interested in and which products you purchase as well as customer traffic patterns and site use. This information will be kept securely in accordance with our internal security policy and may be used to:
  - a. process your Order;
  - b. provide you with an up to date, efficient, and reliable service;
  - c. provide a more personal shopping experience.

- By making an Order and submitting your data you agree to this use.
- We will never collect sensitive information about you without your explicit consent.

### **Marketing Communications**

- If you have used the GadgetandGift.co.uk web site before or have Ordered Products from GadgetandGift.co.uk before it is possible that we have this information already and it is being used to contact you about offers, events, items or related activities that you may find useful. If you are an existing customer we will continue to keep you informed unless you tell us not to.
- If you are a new customer we will give you the choice (for example once you have placed an Order) whether or not you want us to contact you about future offers and new Products. We will not bombard you with emails, but we'd like to keep you informed of the developments on GadgetandGift.co.uk.
- We do not sell, trade or rent your personal information to other companies.
- GadgetandGift.co.uk will not send you any marketing emails or pass your information on to third parties.

### **Refunds**

- We believe that you will be delighted with your product but there may be occasions where you feel it necessary to return an item. We aim to keep the process as simple as possible. These terms do not affect your statutory rights.
- We will try to attend to all returns as soon as practically possible.

### **Unwanted Products**

- Our policy is to ensure that you are satisfied every time you place an Order with GadgetandGift.co.uk. If you are unhappy with an item when you receive it please contact us for allocation of "Return Reference Number (RRN)". You will then return it with your RRN, despatch note and the product unused, having taken reasonable care of it and complete with packaging and all components, for a full refund within 30 working days.
- We will make the refund directly to the credit/charge card used to place the original order within 30 days or earlier once we have inspected the returned item and are satisfied that it has been returned to us in the condition it was in when delivered to you.
- You will only have to pay for the return postage of the Products.
- Product returned without the RRN would not be given priority for processing.

### **Faulty Products**

- We try to select and package the Products as well as possible to ensure they arrive in good condition. However, if a Product arrives damaged or with defects, or is not what you Ordered, we will replace it free of charge or provide a full refund as

appropriate, if you return the Product to us at the postal address below within 30 days of receipt.

- Please note return posting of product to us may not a guarantee the receipt of the product. Please obtain a proof of posting certificate from your Post Office.
- This does not affect your Statutory Rights.

### **Returning Unwanted or Faulty Products**

- Please contact us by telephone (on 0870 74 55030) or email (at [CustomerService@GadgetandGift.co.uk](mailto:CustomerService@GadgetandGift.co.uk)) to inform us of your wish to return Products.
- We may allocate you with a RRN number which should be included with the package to improve processing of your return.
- We may also advise you how to send the item back to us. Please use a secure delivery method which requires a signature upon receipt (such as via Royal Mail First Class Recorded Delivery) and return to:

GadgetandGift.co.uk  
UBI Traders  
Customer Service Dept.,  
1 Millhouse Crescent  
Glasgow  
G20 0UD.

- You will be responsible for the returned Products until they reach us.

### **GadgetandGift.co.uk Responsibilities**

- GadgetandGift.co.uk has tried to make the descriptions (including all pictures) of the Products as accurate as possible but you should check the dimensions stated on GadgetandGift.co.uk or contact us for exact sizes.
- GadgetandGift.co.uk shall insure Ordered Products at their retail value whilst being delivered to you. Please check the delivered Products as soon as possible on receipt as we will not cover any subsequent loss or destruction.
- GadgetandGift.co.uk will provide its services with reasonable skill and care but does not give any guarantees, warranties or representations in respect of any other person's services.
- Because of the nature of the Internet GadgetandGift.co.uk provides and maintains GadgetandGift.co.uk on an "as is", "as available" basis and makes no promise that use of GadgetandGift.co.uk will be uninterrupted or entirely error free. We are not responsible to you if we are unable to provide our Internet services for any reason beyond our control.
- Our website may contain links to other websites which are not under the control of and are not maintained by us. These links are provided for your convenience only and we are not responsible for the content of those sites.

- Except as provided above we can give no other warranties, conditions or other terms, express or implied, statutory or otherwise and all such terms are hereby excluded to the maximum extent permitted by law.
- You will be responsible for any breach of these terms by you and if you use GadgetandGift.co.uk in breach of these terms you will be liable to and will reimburse GadgetandGift.co.uk for any loss or damage caused as a result.
- These terms above shall not limit any rights you might have as a consumer that may not be excluded under applicable law nor shall they exclude or limit GadgetandGift.co.uk's liability for death or personal injury resulting from its negligence nor any fraudulent representation.
- GadgetandGift.co.uk will not be liable in any amount for failure to perform any obligation under this agreement if such failure is caused by the occurrence of any unforeseen event beyond its reasonable control including without limitation Internet outages, communications outages, fire, flood, war or act of God.
- Please read the instructions, manuals and other user documentation that comes with your Products carefully. GadgetandGift.co.uk is not involved in the manufacture of Products and will not advise on their use or operation or the manufacturer's guidelines. You are urged to use all Products safely and in accordance with the manufacturer's guidelines.
- These terms do not affect your statutory rights as a consumer.
- Subject as aforesaid, to the maximum extent permitted by law, GadgetandGift.co.uk excludes liability for any loss or damage of any kind howsoever arising, including without limitation any direct, indirect or consequential loss whether or not such arises out of any problem you notify to GadgetandGift.co.uk and GadgetandGift.co.uk shall have no liability to pay any money by way of compensation, including without limitation all liability in relation to:
  - any incorrect or inaccurate information on GadgetandGift.co.uk;
  - any interruptions to or delays in updating GadgetandGift.co.uk;
  - the infringement by any person of any Intellectual Property Rights of any third party caused by their use of GadgetandGift.co.uk or any Product purchased through GadgetandGift.co.uk ;
  - any loss or damage resulting from your use or the inability to use the GadgetandGift.co.uk web site or resulting from unauthorised access to, or alteration of your transmissions or data in circumstances which are beyond our control;
  - any loss of profit, wasted expenditure, corruption or destruction of data or any other loss which does not directly result from something we have done wrong;
  - any amount or kind of loss or damage due to viruses or other malicious software that may infect a user's computer equipment, software, data or other property caused by persons accessing, using or downloading GadgetandGift.co.uk, or from transmissions via emails or attachments received from GadgetandGift.co.uk or its licensees and affiliates;
  - the availability, quality, content or nature of the other sites on the Internet that are owned and operated by third parties ("External Sites") to which

GadgetandGift.co.uk link and web sites located on or through any External Site nor for any transactions involving External Sites (including as to 'cookies', personal data, confidential information, or purchases of domain names or other services). You should contact the site administrator or webmaster for those External Sites if you have any concerns regarding such links, web site or transactions;

- all representations, warranties, conditions and other terms which but for this notice would have effect.

## **General**

- GadgetandGift.co.uk may change or withdraw any part of GadgetandGift.co.uk, or may refuse you access to the web site at any time if we consider it necessary.
- GadgetandGift.co.uk may also terminate this Agreement and immediately remove, cancel or suspend access to and use of GadgetandGift.co.uk upon breach of any part of these Terms whatsoever.
- Termination shall be without prejudice to GadgetandGift.co.uk's other rights.
- GadgetandGift.co.uk acts as principal on its own account and not as agent for you or any other person.
- If GadgetandGift.co.uk does not enforce any provision of this agreement such will not be considered a continuing waiver.
- In the event that any part of these Terms is held to be unenforceable, such part will at GadgetandGift.co.uk's option be construed as far as possible to reflect the parties' intentions and the remainder of the provisions will remain in full force and effect.
- These Terms constitute the full agreement between you and GadgetandGift.co.uk and may only be amended in writing. They apply to the exclusion of all other terms or conditions of contract proposed.
- Since we are principally aiming GadgetandGift.co.uk at the UK market, we cannot guarantee that it accords with local laws of any other countries (though we will try to make sure it does).
- Under the UK Criminal Justice Act 1988 it is an offence to sell knives and certain bladed or pointed articles to persons under 16 years of age.
- Use of GadgetandGift.co.uk and these terms are subject to the laws of Scotland and the jurisdiction of the Scottish Courts.

## **Reaching Us**

- If you would like help when Ordering, information about a Product, a request for a Product or if you would just like to provide us with feedback on our service, please email us at [info@GadgetandGift.co.uk](mailto:info@GadgetandGift.co.uk) or complete "contact us" for on the website.
- You can also contact us:
  - By post at GadgetandGift.co.uk, UBI Traders,1 Millhouse Crescent, Glasgow, G20 0UD;
  - By fax to 0870 74 06812;

- By telephoning 0870 74 55030 between the office hours of 9am and 5:30pm GMT.

GadgetandGift.co.uk is a service of UBI Traders

### **GadgetandGift.co.uk privacy policy**

GadgetandGift.co.uk makes a commitment to protecting your privacy and promises only to use information collected about you in accordance with the Data Protection Act 1998.

#### **What information do we collect?**

- When you place an Order, we may ask you for certain information and you may submit personal data to GadgetandGift.co.uk (for example your name, phone number, postal address, email address, contact and bank / credit card details). We may also record which products you are interested in and which products you purchase as well as customer traffic patterns and site use.
- This information will be kept securely in accordance with our internal security policy and may be used to:
  - a. process your Order;
  - b. provide you with an up to date, efficient, and reliable service;
  - c. provide a more personal shopping experience.
- By making an Order and submitting your data you agree to this use.
- We will never collect sensitive information about you without your explicit consent.

#### **Marketing Communications**

- GadgetandGift.co.uk will not send you any marketing emails or pass your information on to third parties unless you give us your consent, or unless we have it already.
- If you have used the GadgetandGift.co.uk web site before or have Ordered Products from GadgetandGift.co.uk before it is possible that we have this information already and it is being used to contact you about offers, events, items or related activities that you may find useful. If you are an existing customer we will continue to keep you informed unless you tell us not to.

#### **Your Privacy**

- If you have any questions or comments about privacy or the GadgetandGift.co.uk privacy policy, or if you already have submitted information that you do not wish us to have or if you think that GadgetandGift.co.uk has cookies or data about you that you don't want us to use or that is incorrect please contact us at the address below, by telephone (on 0870 74 55030) or email (at info@GadgetandGift.co.uk) and the information will be corrected as soon as possible or removed from our database as you request.

## **Customer Service Contact**

You may resolve any issues that concern your interaction with GadgetandGift.co.uk by:

- email to [info@GadgetandGift.co.uk](mailto:info@GadgetandGift.co.uk); or
- post at GadgetandGift.co.uk UBI Traders, Customer Service, Millhouse Crescent, Glasgow, G20 0UD; or
- fax to 0870 74 06812; or
- telephoning 0870 74 55030 between the office hours of 9am and 5pm GMT.

Our homepage on the Web is located at <http://www.GadgetandGift.co.uk>.