



Tel: 02476 694 442 Email: contact@whistlefish.co.uk

Terms & Conditions

TERMS AND CONDITIONS OF SALE AND USE OF SITE

1. Returns and Refunds (Your right to cancel) Business to Consumer

Distance Selling Regulations DO NOT apply to goods that are made to the consumer's own specification. A "cooling-off" period for these items gives you 7 working days in which to cancel your order without giving a reason. The period starts the day after the order is received.

Distance Selling Regulations DO NOT apply to Business to Business contracts. Business Customers are defined as Sole Traders, Partnerships, Limited companies etc. purchasing goods from us by Internet, Mail Order, Over the Phone or by Proforma Invoice for use at their business. SEE BELOW for Business to Business terms & conditions.

Under the Distance Selling Regulations for other items the customer is given the right to return unwanted goods. This "cooling-off" period gives you 7 working days in which to cancel your order without giving a reason. The period starts the day after the day that goods are received. During this time you are only required to cancel the order and are not obliged to return the goods within the 7 working days. Under the Distance Selling Regulations the customer is given the right to return unwanted goods. This "cooling-off" period gives you 7 working days in which to cancel your order without giving a reason. The period starts the day after the day that goods are received. During this time you are only required to cancel the order and are not obliged to return the goods within the 7 working days.

NOTE: The following are goods where long distance selling does not apply

- *services where the consumer has agreed to start the service before the end of the usual cancellation period and we have provided the consumer with the required written information before the start of the service, including providing information that the cancellation rights will end as soon as the service is started*
- *goods or services where the price depends on fluctuations in the financial markets which cannot be controlled by the supplier*
- *the supply of goods made to the consumer's own specification such as custom-made blinds or curtains.*
- *goods that by reason of their nature cannot be returned*
- *perishable goods like fresh foods or fresh cut flowers*
- *audio or video recordings or computer software that the customer has unsealed*
- *newspapers, periodicals or magazines, and gaming, betting and lottery services*

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If you wish to cancel an order within the 7 day cooling-off period, you may do so providing the goods are in a re-saleable condition. This means unused and complete with original packing. To exercise this right please contact us by any of the methods displayed on this website. We will need confirmation in writing, as well as your name, address and invoice number.

Please ensure when returning goods that you use a reputable delivery service that can provide evidence that they have delivered the goods back to us. We can arrange a reasonably priced courier collection service for larger items, please contact us for details. Please ensure that items for return are packed with sufficient care to ensure damage does not occur in transit. We will not accept responsibility for damage to returned items caused by insufficient packaging. In most cases, sufficient packaging means inside a strong cardboard box with adequate internal cushioning around the product.

When exercising the right to cancel, goods are to be returned at the customer's cost. However, refunds are not dependent on the goods being returned. If goods are not returned to us after a customer has exercised the right to cancel, we require that they are made available for collection. The direct cost of collection will be deducted from the refund. We will refund the full amount of the goods (excluding delivery/collection costs) within 30 days of your cancellation. In the event that the 'The Company' is to refund full or partial payments, refunds will be made by the same means in which the original order was placed. Customers who paid by credit or debit card will be refunded directly to their credit or debit cards. Customers who paid by cheque will be refunded by cheque. All refunds will be made within 30 days of agreement to make a refund.

2. None EU Destinations

If you are ordering from outside the EU, the Distance Selling Regulations do not apply and you will not be entitled to a full refund if you wish to cancel. If you wish to cancel an order from outside the EU please contact us. The buyer is responsible for all customs and excise charges for the goods entering your country, if payment of these charges is refused, 'The Company' is charged this amount and we will recover the monies from the buyer.

3. Faulty Goods and Warranty Issues

This section is in addition to individual manufacturer's warranties and details the process by which some products can be returned to "The Company" under warranty for repair or replacement.

Please notify us within 7 days of delivery if you believe you have received faulty goods. Faults occurring after the 7-day period are still covered by the Sales of Good Act (1979) and also by the individual manufacturer's warranties that come with our products.

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Please call in advance before returning faulty items as it may be that we can rectify problems without the item being returned. If this is not possible, we will pay for faulty goods to be returned to our premises (UK only) and forwarded to you after replacement/repair, for a period of up to 30 days after you receive them. Outside the United Kingdom, shipping must be paid by the warranty holder. If goods returned during this period are found to be without faults, or if a fault is caused by damage or misuse, you will be responsible for paying our collection and subsequent delivery costs before they can be returned to you. If the fault is the result of damage or misuse, you will also be responsible for the cost of any repair or replacement that you request. Misuse includes failing to take reasonable care of the product.

After 30 days has elapsed from receipt of an order, the customer is responsible for the cost of returning faulty goods. If a fault is found to have occurred due to accidental damage, misuse or expected wear and tear you will be informed of the cost of repair/replacement and return delivery. When payment is received, the goods will be returned to you. If the product has a manufacturing defect that is covered by guarantee we will assist in organising warranty support. Please note that with many products "The Company" does not deal directly with warranties/repairs and will pass your details to, or ask you to contact the company that does. Repairs and replacements will be subject to that company's Terms and Conditions in such cases.

'The Company' cannot be held responsible for the manufacturer's warranties of a product if the manufacturer of that product ceases trading, goes into liquidation or is declared bankrupt.

4. Mistakes in bills, receipts or payments

An e-mail notification breaking down the cost of your order will be sent when you make payment. If you believe there to be any mistakes please notify us immediately and we will correct this.

5. Making a complaint

We welcome any form of feedback to help us to improve the service we offer. If you have a complaint regarding any aspect of 'The Company', please contact us. We endeavour to respond to all complaints within 5 working days.

6. Links to other websites and services

This website may contain links to other websites which are not under the control of, nor maintained by 'The Company'. These links are provided for your convenience only and we cannot be held responsible for the content of those sites.

7. Force Majeure

"The Company" shall have no liability for any failure to deliver goods, any delay in delivery or for any damage or defect to goods caused by any of the following events or circumstances beyond its reasonable control: Acts of God, flood, riots, fire, drought, war or legislation and failure by third parties to deliver goods.

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8. Accuracy of Information

This website may include unintentional inaccuracies or typographical errors, for which we apologise. "The Company" reserve the right to make changes in the products, prices and content described in this website at any time and without notice.

9. Limitation of Liability

"The Company" shall not be responsible for any detrimental reliance you place on this website or its contents. We endeavour to make our website uninterrupted and error free, but are reliant on our web server. Therefore, the online shopping service is provided on an "as is" and "as available" basis.

Manufacturers or other manuals provided with our products should be read and followed carefully at all times. Any other information or advice given on this site is meant for guidance purposes only and purchasers must be responsible for determining whether such information or advice applies to their particular circumstances. The information and advice contained in this website should not be relied upon as statements or representations of facts. No warranty is given as to the accuracy of any information given.

The Company shall under no circumstances whatsoever be liable for any indirect or consequential loss howsoever incurred. The Company's liability in respect of breach or non performance of any order shall be limited to the invoiced value to which the claim relates.

Goods are not tested or sold as fit for any particular purpose or for any use under any specific conditions.

10. Governing Law

This agreement between 'The Company' and you shall be governed by and interpreted in accordance with UK law and UK courts shall have jurisdiction to resolve any disputes.

Business to Business Contracts

1. Returns and Refunds (Your right to cancel)

Distance Selling Regulations DO NOT apply to Business to Business contracts. Business Customers are defined as Sole Traders, Partnerships, Limited companies etc. purchasing goods from us by Internet, Mail Order, over the Phone or by Proforma Invoice for use at their business.

If you wish to cancel an order, you may do so at any time up to 5 working days from the day after you receive the order by contacting us in writing. This is providing the products are unused, have all original accessories and packaging and that you return them to us at your own expense and risk by insured means with adequate packaging to protect in transit from damage. You must ensure they are not damaged and that the packaging is not defaced.

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Provided that we receive the Products within the specified period in the condition mentioned above, then we will raise a credit for an amount to be used to purchase goods from us at a later date. This amount will be the cost of the returned goods less a restocking fee of 10% of the order value and a deduction for the costs of the delivery fees for sending the goods to you, this will be irrespective of whether the product had a free delivery advert in the listing. Please note: We DO NOT issue refunds for Business to Business transactions unless the products are faulty upon delivery.

2. None EU Destinations

If you are ordering from outside the EU, the Distance Selling Regulations do not apply and you will not be entitled to a full refund if you wish to cancel. If you wish to cancel an order from outside the EU please contact us. The buyer is responsible for all customs and excise charges for the goods entering your country, if payment of these charges is refused, 'The Company' is charged this amount and we will recover the monies from the buyer.

3. Faulty Goods and Warranty Issues

This section is in addition to individual manufacturer's warranties and details the process by which some products can be returned to 'The Company' under warranty for repair or replacement.

Please notify us within 48 hours of delivery if you believe you have received faulty goods. Faults occurring after this period are still covered by the Sales of Good Act (1979) and also by the individual manufacturer's warranties that come with our products.

Please call in advance before returning faulty items as it may be that we can rectify problems without the item being returned. If this is not possible, we will pay for faulty goods to be returned to our premises (UK only) and forwarded to you after replacement/repair, for a period of up to 7 working days after you receive them. Outside the United Kingdom, shipping must be paid by the warranty holder. If goods returned during this period are found to be without faults, or if a fault is caused by damage or misuse, you will be responsible for paying our collection and subsequent delivery costs before they can be returned to you. If the fault is the result of damage or misuse, you will also be responsible for the cost of any repair or replacement that you request. Misuse includes failing to take reasonable care of the product.

After 7 working days has elapsed from receipt of an order, the customer is responsible for the cost of returning faulty goods. If a fault is found to have occurred due to accidental damage, misuse or expected wear and tear you will be informed of the cost of repair/replacement and return delivery. When payment is received, the goods will be returned to you. If the product has a manufacturing defect that is covered by guarantee we will assist in organising warranty support. Please note that with many products "The Company" does not deal directly with warranties/repairs and will pass your details to, or ask you to contact the company that does. Repairs and replacements will be subject to that company's Terms and Conditions in such cases.

"The Company" cannot be held responsible for the manufacturer's warranties of a product if the manufacturer of that product ceases trading, goes into liquidation or is declared bankrupt, or we should cease supplying the product.

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All rights, including copyright, names and logos, used in relation to this website are owned by or controlled for these purposes by us. Nothing in this Agreement confers on you any license or right under any of our names or logos or those of any third party.

The content of this website is and remains the intellectual property of "The Company".

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