

Website Terms and Conditions

WELCOME TO THE A.R.K. HEATING SUPPLIERS WEBSITE TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS APPLY TO THE ORDERING OF PRODUCTS ON THIS WEBSITE. BY ACCESSING THIS WEBSITE AND/OR PLACING AN ORDER, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

USING THIS WEBSITE INDICATES THAT YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS, PLEASE DO NOT PLACE AN ORDER ON THIS WEBSITE.

The www.arkheatingsuppliers.co.uk website is operated by:

- **A.R.K. Heating Suppliers Ltd., 1 Clifton Road, Isleworth, Middx, TW7 4HL**
- **Our company registration number is 1054926**
- **Our VAT registration number is 223 0533 14**

Our contact details are as follows:

- Trading address: 1 Clifton Rd, Isleworth, Middx, TW7 4HL
- Email: arkheating@tiscali.co.uk
- Telephone number: 0208-568-7521
- Fax number: 020-8569-7503

1. INTRODUCTION

1.1 You will be able to access this Website without registering your details with us.

1.2 We may revise these terms and conditions at any time by updating this posting. You should check this Website from time to time to review the then current terms and conditions, because they are binding on you. Certain provisions of these terms and conditions may be superseded by expressly designated legal notices or terms located on particular pages of this Website. If you do not wish to accept any new terms and conditions after we have given notice, you should not continue to use this Website.

2. ORDERING FROM US

2.1 You are deemed to place an order with us by ordering via our online checkout process. As part of our checkout process you will be given the opportunity to check your order and to correct any errors. We will send you an order acknowledgement, detailing the products you have ordered.

2.2 Our acceptance of an order takes place when we despatch the order. We will send you a despatch confirmation by email. When we despatch the order the purchase contract will be made even if your payment has been processed immediately, unless we have notified you that we do not accept your order or you have cancelled your order.

2.3 We may refuse to accept an order:

- (a) where goods are not available;
- (b) where we cannot obtain authorisation for your payment;
- (c) if there has been a pricing or product description error; or
- (d) If you do not meet any eligibility criteria set out in our terms and conditions.

3. PRICING

3.1 All prices include VAT (where applicable) at the current rates.

3.2 Where we charge separately for packing, carriage and insurance and other relevant charges, the appropriate rates are set out in our specified pricing structure shown elsewhere on this Website.

3.3 Our prices are reviewed constantly and may change daily.

3.4 Prices offered on the website may not necessarily reflect prices on the same products in our stores. We reserve the right to offer special website prices to our online customers that will not be offered if the product is purchased in our store.

4. CANCELLATION AND RETURNS POLICY

4.1 If you wish to cancel your order:

- (a) you can notify us by email to arkheating@tiscali.co.uk before we have dispatched the goods to you; or
- (b) Where goods have already been dispatched to you, by returning goods to us in accordance with clause 4.2 below.

4.2 You can return goods you have ordered from us for any reason at any time within 7 days of receipt for a refund or exchange. The costs of returning goods to us shall be borne by you, and may be more than the cost of the original delivery as this is often subsidised.

4.3 Upon receipt of the goods we will give you a full refund of the amount paid or an exchange credit as required. If the goods are faulty a full refund including original delivery costs will be arranged. Goods that are supplied as special orders cannot be cancelled. Some items may be a subject to a re-stocking or handling charge on items that are not in our stocked by us. The maximum re-stocking charge would be 20% of the total net price of the product in question. You must return the goods at your expense in an unused, undamaged condition. We will refund your money immediately or in any case within 30 days of cancellation

4.4 The rights to return the goods to us as referred to in clause 4.3 will not apply in the following circumstances: -

- in the event that the product has been used
- in the case of electrical goods, pumps and spare where the packaging has been unsealed

Goods that are supplied as special order cannot be cancelled. Some items may be a subject to a re-stocking or handling charge on items that not in our stocked portfolio. The maximum re-stocking charge would be 20% of the total net price of the product in question. You must return the goods at your expense in an unused, undamaged condition. We will refund your money immediately or in any case within 30 days of cancellation

The provisions of this clause 4.4 do not affect your statutory rights.

5. LICENCE

5.1 You are permitted to print and download extracts from this Website for your own use on the following basis: (a) no documents or related graphics on this Website are modified in any way; (b) no graphics on this Website are used separately from accompanying text; and (c) any of our copyright and trade mark notices and this permission notice appear in all copies.

5.2 Unless otherwise stated, the copyright and other intellectual property rights in all material on this Website (including without limitation photographs and graphical images) are owned by us or our licensors. For the purposes of these terms and conditions, any use of extracts from this Website other than in accordance with clause 5.1 above for any purpose is prohibited. If you breach any of the terms in these terms

and conditions, your permission to use this Website automatically terminates and you must immediately destroy any downloaded or printed extracts from this Website.

5.3 Subject to clause 5.1, no part of this Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without our prior written permission.

5.4 Any rights not expressly granted in these terms are reserved.

6. SERVICE ACCESS

6.1 While we Endeavour to ensure that this Website is normally available 24 hours a day, we will not be liable if for any reason this Website is unavailable at any time or for any period.

6.2 Access to this Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

7. VISITOR MATERIAL AND CONDUCT

7.1 Other than personally identifiable information, which is covered under the Privacy Policy, any material you transmit or post to this Website will be considered non-confidential and non-proprietary. We will have no obligations with respect to such material. We and our nominees will be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.

7.2 You are prohibited from posting or transmitting to or from this Website any material:

- (a) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience;
- (b) for which you have not obtained all necessary licences and/or approvals;
- (c) which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in the UK or any other country in the world; or
- (d) Which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

7.3 You may not misuse the Website (including, without limitation, by hacking).

7.4 We will fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting any material in breach of clauses 7.2 or 7.3.

8. LINKS TO AND FROM OTHER WEBSITES

8.1 Links to third party websites on this Website are provided solely for your convenience. If you use these links, you leave this Website. We have not reviewed all of these third party websites and do not control and are not responsible for these websites or their content or availability. We therefore do not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk.

8.2 If you would like to link to this Website, you may only do so on the basis that you link to, but do not replicate, the home page of this Website, and subject to the following conditions:

- (a) you do not remove, distort or otherwise alter the size or appearance of the A.R.K. Heating website
- (b) you do not create a frame or any other browser or border environment around this Website;
- (c) you do not in any way imply that we are endorsing any products or services other than our own;
- (d) you do not misrepresent your relationship with us nor present any other false information about us;
- (e) you do not otherwise use any A.R.K. Heating Suppliers Ltd. trade marks displayed on this Website without our express written permission;
- (f) you do not link from a website that is not owned by you; and
- (g) Your website does not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.

We expressly reserve the right to revoke the right granted in this clause 8.2 for breach of these terms and to take any action we deem appropriate.

8.3 You shall fully indemnify us for any loss or damage we or any of our group companies may suffer or incur as a result of your breach of clause 8.2.

9. DISCLAIMER

9.1 While we endeavour to ensure that the information on this Website is correct, we do not warrant the accuracy and completeness of the material on this Website. We may make changes to the material on this Website, or to the products and prices described in it, at any time without notice. The material on this Website may be out of date, and we make no commitment to update such material.

9.2 The material on this Website is provided “as is” without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, we provide you with this Website on the basis that we exclude all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for these terms and conditions might have effect in relation to this Website.

10. LIABILITY

10.1 We, any other party (whether or not involved in creating, producing, maintaining or delivering this Website), and any of our group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with this Website in any way or in connection with the use, inability to use or the results of use of this Website, any websites linked to this Website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing this Website or your downloading of any material from this Website or any websites linked to this Website.

10.2 Nothing in these terms and conditions shall exclude or limit our liability for

- (i) death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977);
- (ii) fraud;
- (iii) misrepresentation as to a fundamental matter; or
- (iv) Any liability which cannot be excluded or limited under applicable law.

10.3 If your use of material on this Website results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.

10.4 You agree to indemnify us fully, defend and hold us, and our officers, directors, employees and agents, harmless from and against all claims, liability, damages, losses, costs (including reasonable legal fees) arising out of any breach of the terms and conditions by you, or your use of this Website, or the use by any other person using your registration details.

11. GOVERNING LAW AND JURISDICTION

11.1 These terms and conditions shall be governed by and construed in accordance with English law. Disputes arising in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the English courts.

11.2 We do not warrant that materials/items for sale on the Website are appropriate or available for use outside the United Kingdom. It is prohibited to access the Website from territories where its contents are illegal or unlawful. If you access this Website from locations outside the United Kingdom, you do so at your own risk and you are responsible for compliance with local laws.

12. WARRANTY

12.1 Subject to the Conditions, We warrant that the Goods shall at the date of delivery to you be free from defects in workmanship and materials.

12.2 All Goods come with manufacturer's guarantee where and to the extent transferable to you.

13. MISCELLANEOUS

13.1 You may not assign, sub-license or otherwise transfer any of your rights under these terms and conditions

13.2 If any provision of these terms and conditions is found by any court of competent jurisdiction to be invalid, the invalidity of that provision will not affect the validity of the remaining provisions which shall continue to have full force and effect.

13.3 Only the parties to these terms and conditions may seek to enforce them under the Contracts (Rights of Third Parties) Act 1999.

14. DELIVERY

14.1 Where delivery or despatch times are stated anywhere on the Website, the times are approximates only and while we endeavour to deliver to you within the time stated, delivery could be delayed due to events beyond our control. The time of delivery is not the essence of the contract. For the avoidance of any doubt we shall not be liable for any loss arising from delay in delivery or non-delivery.

14.2 In the majority of cases Goods will be delivered to you by a third-party carrier and the cost of delivery will be included in the total price of the order and notified to you on the checkout page of the Website, prior to completing your order.

14.3 Delivery times are as agreed between us and you and not as provided for in The Consumer Protection (Distance Selling) Regulations 2000 where applicable.

14.4 We may deliver the Goods in installments, and each delivery shall constitute a separate contract and failure by us to deliver one or more of the installments in accordance with these Conditions shall not entitle you to treat the contract as a whole repudiated.

14.5 Notification of short delivery or damage in transit must be made in writing to us within 24 hours of the receipt of the Goods.

14.6 All information regarding the return of goods MUST be received by us in writing within 7 days. We DO NOT arrange or accept liability for the transit of returned goods. Any goods received without prior written notification will be refused

14.7 Deliveries are made to the nearest hard road point and for the avoidance of doubt we are only insured and required to deliver the Goods to Your delivery address and not to bring them into a property or install them.

14.8 We will only deliver Goods to the address on the order.

14.9 If for any reason you do not accept delivery of any Product in accordance with this paragraph then we may charge you an additional fee to cover any reasonable direct cost incurred by us as a result.

14.10 We will deliver to your delivery address where possible provided that the property is situated on a hard road point.

14.11 Where your order consists of heavy and/or bulky Goods assistance must be available to our drivers to offload the Goods. In the event that no assistance is available then we will not be in a position to offload the Goods and we will charge a fee of 10% of the price of the Goods for re-delivery.

14.12 Where the Goods can be offloaded by the drivers with no assistance and you have requested that the Goods are left at your property then the Goods will be left at the property at your own risk.

14.13 For the avoidance of doubt, you will be responsible for the Goods as soon as they have been delivered to your delivery address. From the time of delivery of the Goods any loss or damage to the Goods shall be at your own risk.

14.14 Do not arrange for installation of the Goods until they have been delivered and checked for correctness, damage and shortages by you.

14.15 Upon delivery of a Product you should carefully inspect the Goods. If any of the Goods are damaged or lost, please contact us to inform us of the problem and do not use the Goods.

14.16 Any goods signed for are deemed as being accepted in good condition, we cannot accept any responsibility for damaged goods once the items have been accepted and signed for.

15. DAMAGE IN TRANSIT

15.1 If goods arrive in a damaged condition you must make a note on the carrier's delivery consignment note and it will be your responsibility to inform us within 24 hours. Any damaged goods should not be accepted on delivery otherwise you the customer must return the product at your own cost, the damaged product should still be noted on the consignment note.

16. SHIPPING & HANDLING CHARGES

16.1 All prices on our website are exclusive of delivery charges unless otherwise stated, which will be added to the price of the products at our checkout.

16.2 As soon as we have delivered the goods to your door you will be responsible for them. We will only deliver goods to the address on the order and goods will not be left without a signature. From the time of receipted delivery of the goods, any loss or damage to the goods shall be at your own risk. Any transit damage to the goods, shortages or incorrect goods supplied must be noted on the delivery consignment note at the time of delivery.

Please note additional shipping charges may apply as detailed below:

- Wales £50.00
- Scotland £70.00

Areas not specified can be delivered to by special arrangement.

18. PRIVACY POLICY

A.R.K. Heating Suppliers Ltd. do not disclose any customer information to third parties. Only information collected during the placement of an order is held by us and is solely to enable us to fulfil that order, and is collected by ourselves only, not third parties, and we do not use that information to send out marketing material.