

MILLWAY COMMUNICATIONS TERMS & CONDITIONS

These terms and conditions shall be governed by and construed according to English Law.

The following terms and conditions apply to all transactions for MILLWAY COMMUNICATIONS via the website. Use of this web site and placing of an order via the telephone indicates your acceptance of these terms and conditions. These terms are subject to change at any time, changes will take effect on the date they are visible on website. Please read them carefully and print a copy for future reference.

MILLWAY COMMUNICATIONS will endeavour to ensure the accuracy of all information made available on the web site, however neither MILLWAY COMMUNICATIONS nor any employees or other representatives will be liable for damages of any kind arising out of or in connection with the use of this site. Prices and availability information are subject to change without notice. All prices quoted are excluding VAT at current UK rate. All goods remain the property of MILLWAY COMMUNICATIONS until paid for in full. By purchasing a product you are agreeing to these Terms and Conditions.

These terms and conditions do not affect your statutory rights.

We will treat each order for goods as an offer by you to purchase the goods subject to these terms and conditions.

Acceptance of your order and completion of the contract between you and MILLWAY COMMUNICATIONS will take place upon dispatch to you of the products ordered unless we have notified you that we do not accept your order or you have cancelled it.

In assessing your request for goods or services, we may use your information for the purposes of the prevention and detection of fraud. One of the purposes for which we may disclose your address and postcode details is to check against the IMRG Security Alert or any other Fraud Prevention Scheme. At all times where we disclose your information it will remain secure.

None of the above affects your statutory rights as a consumer.

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Product specifications, images and other information published on our website come directly from suppliers, manufacturer's, product manuals, publications, publicists, or has been gathered from sources available to the public. MILLWAY COMMUNICATIONS maintains high clarification standards in an attempt to ensure that all information on the website is as accurate and up to date as possible, however MILLWAY COMMUNICATIONS cannot guarantee the reliability or the accuracy of the information contained within its pages. Full detailed specifications are available from the manufacturer's brochures, product manuals or their websites.

All accessories supplied with a product are subject to upgrade or change at the manufacturers discretion.

The total price payable for the goods will be stipulated at the time when you place your order whether or not the order has been confirmed. Prices may be subject to change in some circumstances. In all cases we will inform you of the correct price and give you the opportunity to cancel the order.

Placement of an order with MILLWAY COMMUNICATIONS is not a confirmation of our acceptance of your order. Only when a payment has been debited from your account and a confirmation of order processing and dispatch email has been sent to you; have we accepted and processed your order.

Emails received upon placement of an order are confirmation that we have received your order only. This is not confirmation that your order has been accepted by MILLWAY COMMUNICATIONS.

Payment for orders can be made via Visa, MasterCard, Switch, Solo, Electron cards. You may also pay by cheque BACS, or CHAPS although we cannot dispatch the goods until payment has been cleared which can take up to 14 days. Payment by cheque should be made within 30 days of placement of the order, after this period prices may be subject to change. When placing an order with MILLWAY COMMUNICATIONS the billing address and telephone number; the address and phone number your credit card holder has on file for you, must be supplied. Incorrect information may cause a delay in processing your order. Your order will only be processed once authorisation of your credit card has been properly received.

All products and services are subject to availability and may be withdrawn at any time. If MILLWAY COMMUNICATIONS do not supply the goods for any reason we will not charge you for these and we will refund any money already paid for them. However, MILLWAY COMMUNICATIONS will not be responsible for compensating you for any other losses you may suffer if we do not supply the goods.

Due to the limited availability of items purchased in our special offers section we are unable to guarantee fulfilment of your order. In the unlikely event we are unable to provide the item we will not charge you for these and we will refund any money already paid or offer a suitable alternative item for purchase. We will not be responsible for compensating you for any other losses you may suffer if we do not supply the goods.

Special offer prices are available whilst stocks last. MILLWAY COMMUNICATIONS reserves the right to withdraw the special offer at any time.

Any prices quoted by MILLWAY COMMUNICATIONS at the time of order will be held for a period of 30 days unless otherwise stipulated at the time of quotation.

Delivery charges are stated within our delivery rates area and will be clearly stated and added to the price of the products at our checkout. Delivery prices quoted are for most UK Mainland addresses. AM and Saturday deliveries are optional and will also incur additional charges.

Most stock items are dispatched for delivery to be completed within 1-2 working days from clearance of payment. We will endeavour to deliver goods within the times stated. On occasion goods are subject to availability and delay in delivery of goods is sometimes outside our control. MILLWAY COMMUNICATIONS will not be held liable for any delay in delivery caused by Courier issues or disputes. Any dates we specify for the delivery of the goods are approximate only and we shall not be liable for any losses, costs, damages, charges, or expenses caused by any delay for delivery of the goods. If MILLWAY COMMUNICATIONS or our suppliers are temporarily out of stock, we will notify you of this position and you should

allow up to 14 days for dispatch of the goods. For delays of more than 14 days, you will have the right to cancel the order and we will refund any money paid by you for the goods.

As soon as a MILLWAY COMMUNICATIONS designated courier has 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 and will be fully investigated.

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 2 working days from delivery. It is your responsibility to sign for the correct number of packages as shown on the carrier's delivery consignment note. Any shortages must be noted on the consignment note and it will be your responsibility to notify us within 10 days from delivery. If we supplied you with a product other than ordered it is your responsibility to notify us of any incorrect goods supplied within 2 working days from delivery. MILLWAY COMMUNICATIONS will not accept liability for goods lost in transit unless we are notified within 10 days from the expected delivery date.

If goods returned under this clause are found to be perfect and in full working order, these will be returned to you and an administration fee of 15% of the price of the goods along with the cost of carriage will be charged to your credit card account.

All products supplied are covered by the terms and conditions of the manufacturers guarantee for a period of 12 months. This guarantee specifically excludes faults caused by accident, neglect, and misuse. In addition routine maintenance (cleaning of dirty audio/video heads etc.), consumables (styli, plug fuses, cables, batteries, etc.), cosmetic damage and tuning of channels are not covered. This does not affect your statutory rights.

Returns Procedure

PLEASE CALL THE MANUFACTURERS HELP LINE NUMBER TO CHECK ITEM IS GENUINELY FAULTY BEFORE RETURNING

All our main products are guaranteed for at least 12 months from date of delivery. *

Your statutory rights are NOT affected in any way by our terms.

We believe 100% that MILLWAY COMMUNICATIONS gives the best overall deal on the net. We will do all we can to sort out your problems quickly and politely. If; pre-purchase you are not happy with any aspect of our sales charter then please email us for a quick positive response

- Batteries have a 1-month guarantee only.
- Ink for fax machines is not guaranteed.
- Peripheral parts and consumables are guaranteed at our discretion.

Items must always be returned as supplied with original packaging in all cases.

If a product has been damaged we can tell and our terms do not apply, BUT if you inform us from the start we will do all we can to help.

RETURNING AN ITEM: CANCELLED ORDERS & NO LONGER REQUIRED GOODS

- No post refund applies.

Where an item is to be returned for refund due to no longer being required and within the 7 working day (from date of delivery) time frame, then the customer must meet all return transport costs and is subject to 15% handling charge.

Adequate packaging must be made and we recommend that the delivery is insured for the full value of the goods as in the event that the items are received in a damaged condition, no refund will be made and any warranty supplied by ourselves will become void. You should also ensure that you use an insured carrier to deliver the goods unless MILLWAY COMMUNICATIONS has agreed an alternative. The carrier must also obtain a signature for any deliveries as no claim can be made against us for missing items without specific proof to show we have received it.

RETURNING AN ITEM: FAULTY GOODS WITHIN 28 DAYS OF RECEIPT

If you purchase an item from MILLWAY COMMUNICATIONS and it does not work upon arrival or becomes faulty within 28 days of receipt, you are legally entitled to a full refund or replacement but you must report it to MILLWAY COMMUNICATIONS within 28 days of receipt. You should contact MILLWAY COMMUNICATIONS to arrange the return of the item and then ensure you include all packaging, manuals, accessories etc. In the case of returning the item for a full refund, you must also return any free gifts at time of purchase. We will ask that you contact the manufacturers help line directly in order to confirm there is a physical fault as it is often the case that some faults are actually configuration or compatibility issues. This in no way affects your statutory rights and is simply something we may ask our customers to perform in order to speed up the DOA process and to ensure that you do not become liable for the costs of returning a non-faulty item. If the item is not found to have a fault upon our inspection, we will charge an inspection fee of 10% of the items value and all delivery charges incurred by us in returning the item to you, which must be paid before the goods can be released.

Please read below carefully:

Proof of posting is NOT a receipt!

RETURNING AN ITEM: FAULTY GOODS AFTER 28 DAYS FROM RECEIPT

A warranty repair or exchange is offered for most faulty goods purchased from MILLWAY COMMUNICATIONS which you have had for more than 28 days. When we accept return of an item for repair, we will confirm the fault and send the goods back to the relevant manufacturer or distributor. You need to contact us to request an RA number. Once inspected and tested for a fault, we will repair or replace the goods depending

on which is the most economically viable option at the time. If the item is not found to have a fault upon our inspection, we will charge an inspection fee of 10% of the items value and a return delivery charge, which must be paid before the goods can be returned to the customer. No items will be accepted for return without the customer first obtaining a valid returns number from the support department.

RETURNING AN ITEM: DAMAGED IN TRANSIT

You must notify MILLWAY COMMUNICATIONS of any items damaged in transit within 1 day of delivery. Claims for transit damage cannot be accepted after this period. Please contact us to request a returns number explaining the problem and the nature of the damage. We will then arrange to refund or replace as you wish.

Please ensure that when the item is delivered, if there is visible damage to the packaging, you sign the delivery note accordingly. It is always better to sign as received damaged/opened with a brief explanation than to write unchecked. In an ideal instance, where signs of transit damage are showing on the packaging you should inspect the goods before signing the drivers manifest and if damage is present on the products, you can then refuse delivery saving yourself the time of going through the returns procedure.

ALL RETURNS

For a full refund to be made, all returned items must be in a 'Saleable' condition. For example an item being returned as not required should still be with its original packaging. Goods being returned as not required should not have been used. For faulty items the original packaging materials should be used to protect the item from any damage during return transit, as any further damage occurring during return transit caused by inadequate packaging will result in a charge being deducted from any refund due, to the value of correcting said damage.

REFUNDS

All refunds will be made no later than 28 days after the first notification of the cancellation of the order or for returns within 10 days of receipt of the returned items providing all terms have been met.

WARRANTY TERMS

All items NOT ACCEPTED ABOVE and supplied by ourselves include a 12-month return to base warranty providing that the following terms are met:-

1. The item is only used in the manner it is designed to be used.
2. No signs of misuse are present.
3. For all hardware items, no external casings or covers have been removed.
4. All requirements for use detailed in any literature supplied are complied with.

Any breaches of the above terms will cause immediate cessation of all warranty rights.

Your statutory rights are in no way affected by any of the above Terms & Conditions.

E&OE.

MILLWAY COMMUNICATIONS Employees are focused on providing a pleasant customer experience and work hard to maintain our high level of Customer Service. If however you feel that we have failed to provide you with the level of customer service you expected please do not hesitate to contact us, we are always pleased to hear back from our customers with constructive criticism.

By Post to:

Complaints Department
MILLWAY COMMUNICATIONS
Orchard House
Tandridge Centre
Barrow Green Road
Oxted
Surrey
RH8 9NE

Telephone: 0845 108 5714
millway@millway.co.uk

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