

# Terms & Conditions of Sale for Asist Goods.

(nb Training delivered by Asist is covered under separate policy)

## 1. The contract between us

We must receive payment of the whole of the price for the goods that you order before your order can be accepted. Once payment has been received by us we will confirm that your order has been accepted by sending an E-mail to you at the E-mail address you provide in your order form. Our acceptance of your order brings into existence a legally binding contract between us.

## 2. Our right to refuse your order

2.1 We reserve the right to refuse to accept your order for any reason including, without limitation and whether or not payment has been received by us, if:

2.1.1 We have insufficient stock to deliver the goods you have ordered;

2.1.2 We do not deliver to your area; or

2.1.3 One or more of the goods you ordered was listed at an incorrect price due to a typographical error or an error in the pricing information received by us from our suppliers.

2.2 If we do refuse your order we will notify you by E-mail and will re-credit to your account any sum deducted by us from your credit card as soon as possible but in any event within 30 days of your order. We will not be obliged to offer any additional compensation for disappointment suffered.

## 3. Price

3.1 The prices payable for goods that you order are as set out in our website.

3.2 You may be required to pay extra for delivery and it might not be possible for us to deliver to some locations. Our delivery charges are set out in our website.

3.3 All orders are processed in GBP at the prices displayed at time of order.

## 4. Right for you to cancel your contract

4.1 You may cancel your contract with us for the goods you order at any time up to the end of the seventh working day of the day after the date the item is delivered. You do not need to give us any reason for cancelling your contract nor will you have to pay any penalty.

4.2 To cancel your contract you must notify us in writing.

4.3 If you have received the goods before you cancel your contract then you must send the goods back to our contact address at your own cost and risk. If you cancel your contract but we have already processed the goods for delivery you must not unpack the goods when they are received by you and you must send the goods back to us at our contact address at your own cost and risk as soon as possible.

4.4 Once you have notified us that you are cancelling your contract, any sum debited from your credit card will be re-credited to your account as soon as possible.

4.5 If you cancel the contract but do not return the goods to us in the condition they were in when we delivered to you or do not pay the costs of delivery, we shall be entitled to deduct the direct costs of recovering the goods from the amount to be re-credited to you.

## 5. Delivery of goods to you

5.1 We will deliver the goods ordered by you to the address you give us for delivery at the time you make your order.

5.2 Delivery will be made as soon as possible after your order is accepted.

5.3 You will become owner of the goods you have ordered when they have been delivered

to you. Once goods have been delivered to you they will be held at your own risk and we will not be liable for their loss or destruction.

## **6. Notices**

Unless otherwise expressly stated in these terms and conditions, all notices from you to us must be in writing and sent to our contact address at:

Asist, Winton House, Stoke Road, Stoke on Trent ST4 2RW. All notices from us to you will be displayed on our website from time to time.

## **7. Events beyond our control**

We shall have no liability to you for any failure to deliver goods you have ordered or any delay in doing so or for any damage or defect to goods delivered that is caused by any event or circumstances beyond our reasonable control including, without limitation, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident.

## **8. Governing law**

The contract between us shall be governed by and interpreted in accordance with English law and the English courts shall have jurisdiction to resolve any disputes between us.

## **9. Entire agreement**

These terms and conditions, together with our current website prices, delivery details, contact details and privacy policy, set out the whole of our agreement relating to the supply of the goods to you by us.

9.1 Nothing said by any sales person on our behalf should be understood as a variation of these terms and conditions or as an authorised representation about the nature or quality of any goods offered for sale by us; and

9.2 Save for fraud or fraudulent misrepresentation, we shall have no liability for any such representation being untrue or misleading.

**Our returns procedure is valid for 14 days from the receipt of an item.**

## **Our returns procedure**

All returns must be authorised by Asist before they are despatched to us.

### **Returns authorisation**

Before returning any item, please follow our returns authorisation procedure below. We will either E-mail or advise you a returns authorisation number over the phone, along with details on how and where to send your return. Please note that we reserve the right to refuse any return which does not include a returns authorisation number.

#### **1. Contacting Returns Department**

Please contact our returns department either:-

(1) By telephone on the following phone number: 01782 845584 and they will advise a returns authorisation number.

Or

(2) By sending an E-mail to [returns@asist.co.uk](mailto:returns@asist.co.uk) and they will advise a returns authorisation number.

## **2. Packing the item**

Wrap the item securely and include the invoice along with your returns authorisation number/ authorisation E-mail. Please return the item in the original packaging if possible.

## **3. Please return the parcel to the following address:**

Returns Department  
Asist  
Winton House  
Stoke Road  
Stoke on Trent  
ST4 2RW

Please note that you will be responsible for the costs of returning the items to us. However if we delivered this item to you in error or if the item is damaged or defective, we will refund the delivery cost.

## **4. Replacement or refund**

We will ask you if you would like us to replace the item (provided it is still available) or refund your card. We will refund your card once we have received and processed the item. Please can you include the receipt for postage costs of the return item within your parcel if the return is as a result of faulty goods or we have delivered in error, we will reimburse the cost of this postage at the same time as we refund your card with the purchase price.

## **Returning an unwanted item**

You may return any unopened item within 7 days of receiving it, for a full refund. We will refund your card once we have received and processed the item.

- We will only refund delivery costs if the return is a result of our error.
- We cannot refund or exchange an opened item unless it is faulty, or if the item was sent to you through our error.

This Returns Policy does not affect your statutory rights, which are shown below:

## **Your Statutory Rights**

### **Cooling-off Period**

By law, customers in the European Union have the right to withdraw from the purchase of an item within seven working days of the day after the date the item is delivered.

For your protection, we recommend that you use a recorded delivery service if the value of the return is more than GBP 50.

Please note that you will be responsible for the costs of returning the items to us unless we delivered the item to you in error, or if the item is damaged or defective. If we do not

receive the item back from you with the delivery slip, we may arrange for collection of the item from your residence at your cost.

We will refund the relevant part of the purchase price for that item together with the item's normal postal charge – we cannot refund any priority, express or courier component of the postage charge, once we have received and processed the item.

For more information on your right to withdraw from your purchase within the seven working day cooling-off period, visit the Department of Trade and Industry's website at: <http://www.dti.gov.uk/consumers/buying-selling/distance-selling/index.html>