

Sterk Systems Ltd Website Terms and Conditions

Please read the terms and conditions set out below carefully before ordering any goods from this website. By ordering any goods or services from this website you agree to be bound by these terms and conditions ("Terms and Conditions").

1. Definitions

"you", "your" and "yours" are references to you the person accessing this website and ordering any goods from the website;

"we", "us" and "our" are references to Sterk Systems Ltd of St Mary's Court, The Broadway, Amersham, Buckinghamshire, HP7 0UT;

"agreement" is a reference to these Terms and Conditions, the Privacy Policy and any order form and payment instructions provided to you.

2. Ordering

2.1 Any contract for the supply of goods or services from this website is between you and Sterk Systems Ltd. You agree to take particular care when providing us with your details and warrant that these details are accurate and complete at the time of ordering. You also warrant that the credit or debit card details that you provide is your own credit or debit card and that you have sufficient funds to make the payment.

2.2 Goods and services purchased from this website are intended for your use only and you warrant that any goods purchased by you are not for resale and that you are acting as principal only and not as agent for another party when receiving the services.

2.3 When ordering from this website you may be required to provide a username and password. You must ensure that you keep these details secure and do not provide this information to a third party.

2.4 We will take all reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part we cannot be held liable for any loss you may suffer if a third party procures unauthorised access to any data you provide when accessing or ordering from the website.

2.5 Any order that you place with us is subject to product availability and acceptance by us. All prices listed on the website are correct at the time of publication however we reserve the right to alter these in the future.

2.6 Delivery of goods to an **off-shore** UK address (i.e. not UK mainland) is chargeable. This charge will be an additional cost due after the payment of your order.

2.7 The contract for the goods or services will be accepted at the time of despatch of your order. We will confirm this to you in writing. You must inform us immediately if any details are incorrect. If your order has not been accepted you will be notified of this in writing together with the reasons.

3. Prices

3.1 All prices listed on the website are correct at the time of publication however we reserve the right to alter these in the future. Prices are inclusive of the relevant sales tax and delivery charge.

3.2 The total price for goods or services ordered, including delivery charges, will be displayed on the website when you place your order. Full payment must be made before goods are despatched or services provided.

4. Our Website

4.1 The information, content and material available on the website may vary from time to time without notice to you. This is in order to ensure that the website is as up to date as possible.

4.2 We aim to have the site available at all times, however, you will appreciate that we cannot guarantee this or that it will be error free and we cannot accept liability for any issues that this may cause. We aim to keep the website as up to date as possible; all product descriptions displayed on the website are correct at the time the information is entered however the information appearing at the time may not always reflect the position exactly at the time you place your order.

4.3 You must not interfere with the working of our website nor must you circumvent security on the site, tamper with, or hack into, or otherwise attempt to disrupt our computer system, server, website, router or any other internet connected device or service.

5. Delivery
 - 5.1 Delivery periods quoted at the time of ordering are approximate only and may vary. Goods will be delivered to the address nominated by you at the time of ordering.
6. Your Information
 - 6.1 Where we have requested information from you to provide goods or services, you agree to provide us with accurate and complete information.
 - 6.2 You authorise us to use, store or otherwise process your personal information in order to provide the goods or services to you and for marketing and credit control purposes (the "Purpose"). The Purpose may include the disclosure of your personal information to selected third parties from time to time where we believe that the services offered by such third parties may be of interest to you or where this is required by law or in order to provide the goods or service to you.
 - 6.3 You are entitled to request a copy of the personal information we hold on you. Please refer to our Privacy Policy and contact us if you wish to request this information.
7. Cancellation and Returns
 - 7.1 You must notify us immediately if you decide to cancel your order. The time limit for notification of cancellation is 24 hours from when you place your order. We cannot guarantee that we will be able to stop your order once we receive notice of cancellation as the goods may already have been despatched. In these cases, you will need to return the goods in accordance with our Returns Policy – see 7.3.
 - 7.2 Once we have heard from you that you wish to cancel your order we will refund or re-credit your debit or credit card within 30 days. The refund amount will be full cost minus 20% surcharge. However if we receive your cancellation before goods are dispatched you will be refunded in full. All cancelled goods must be returned immediately in good condition and unused. Please contact us to request return address; goods *should not* be returned to Sterk Systems Ltd office address.
 - 7.3 Returns policy – all goods must be checked on delivery. If goods are damaged you must advise us within 24 hours of receipt of goods. Photos of the fault / damage must be taken and sent to info@sterksystems.com. Faulty or damaged goods will be collected and replaced (not refunded).
 - 7.4 The cost of returning the goods to us must be paid by you unless we agree that the goods are faulty or damaged upon receipt by you. If returning the goods is arranged by us and we subsequently find that the goods have been used the cost of returning the goods must be paid by you. All refunds or re-credits will be undertaken within 30 days of notification of cancellation or return.
 - 7.5 Unless the goods are faulty or damaged, we are unable to accept cancellations or returns on personalised/made to order or perishable goods.
8. Intellectual Property Rights

Ownership in, and all rights created in relation to the contents of this website vest in us absolutely unless otherwise indicated. You must not modify, copy, reproduce, upload, post, transmit or distribute by any means or in any manner whatsoever, any material or information or download from our website except where expressly invited to do so or indicated on our website.
9. Linked Sites

There are a number of links on our website to third party websites which we believe may be of interest to you. We do not represent the quality of the goods or services provided by such third parties nor do we have any control over the content or availability of such sites. We cannot accept any responsibility for the content of third party websites or the services or goods that they may provide to you.
10. Complaints

We take complaints very seriously and aim to respond to your complaints within 5 business days. All complaints should be addressed to Customer Support, Sterk Systems Ltd, St Mary's Court, The Broadway, Amersham, Buckinghamshire, HP7 0UT.

11. Limitation of Liability

- 11.1 Great care has been taken to ensure that the information available on this website is correct and error free. We apologise for any errors or omissions that may have occurred. We cannot warrant that use of the website will be error free or fit for purpose, timely, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, reliability of the Website and we do not make any warranty whatsoever, whether express or implied, relating to fitness for purpose, or accuracy.
- 11.2 We disclaim any and all liability to you for the supply of the goods to the fullest extent permissible under applicable law. This does not affect your statutory rights as a consumer. If we are found liable for any loss or damage to you such liability is limited to the amount you have paid for the relevant goods or services. We cannot accept any liability for any loss, damage or expense, including any direct or indirect loss such as loss of profits, to you howsoever arising. This limitation of liability does not apply to personal injury or death arising as a direct result of our negligence.
- 11.3 We do not accept any liability for any delays, failures, errors or omissions or loss of transmitted information, viruses or other contamination or destructive properties transmitted to you or your computer system via our website.
- 11.4 We shall not be held liable for any failure or delay in performing services or delivering goods where such failure arises as a result of any act or omission which is outside our reasonable control such as an act of God or those of third parties.
- 11.5 We do not accept liability for any indirect loss, consequential loss, loss of data, loss of income or profit, loss of damage to property and/or loss from claims of third parties arising out of the use of the website or for any products or services purchased from us.
- 11.6 We have taken all reasonable steps to prevent internet fraud and ensure any data collected from you is stored as securely and safely as possible. However, we cannot be held liable in the extremely unlikely event of a breach in our secure computer servers or those of third parties.

12. General

- 12.1 We may assign, subcontract or novate any part or parts of the services or goods that we provide to you from time to time and any part or parts of our rights under these Terms and Conditions without your consent or any requirement to notify you.
- 12.2 We may alter or vary the Terms and Conditions at any time.
- 12.3 The Terms and Conditions together with the Privacy Policy, the Copyright Policy, any order form and payment instructions constitute the entire agreement between you and us. No other terms whether expressed or implied shall form part of this agreement. In the event of any conflict between these Terms and Conditions and any other term or provision on the website, these Terms and Conditions shall prevail.
- 12.4 If any term or condition of our agreement shall be deemed invalid, illegal or unenforceable, the parties hereby agree that such term or condition shall be deemed to be deleted and the remainder of the agreement shall continue in force without such term or condition.
- 12.5 These Terms and Conditions and our agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties hereto submit to the exclusive jurisdiction of the courts of England and Wales.
- 12.6 No delay or failure on our part to enforce our rights or remedies under the agreement shall constitute a waiver on our part of such rights or remedies unless such waiver is confirmed in writing.