

Terms and Conditions for Use and Sales

These terms and conditions were last updated on 12/09/2023

1. Introduction

1.1 These terms & conditions set out the terms between you, the customer and us, the website owner.

1.2 Your use of this website and any service contained within constitutes acceptance of these terms & conditions in full.

1.3 You should not use this website if you do not accept these terms & conditions in full.

2. Customer Information

2.1 You should always check that the contact information you provide is correct before creating a customer account or proceeding to payment.

2.2 You are responsible for maintaining your own username and password where required to access your customer account. You should ensure that you store your username and password securely and that the details required to access your customer account are not provided to another party.

2.3 As a customer, you are responsible for your customer account and actions taken within it. If you are aware or suspect that your customer account username and password or other details have become known to a third party, you should inform us immediately.

2.4 Our website is only intended for use by adults. Adults may purchase products for children as long as the products purchased are intended by the manufacturer for use or consumption by children.

2.5 We reserve the right to restrict or remove your access to this website where you breach these terms and conditions. Such restriction or removal will take place without recourse or explanation to you where we deem it appropriate or necessary.

3. Privacy

We take your privacy seriously. We are registered under and comply with the Data Protection Act 2018 and the General Data Protection Regulation (GDPR). For further details, please see our Privacy Policy.

4. Product Pricing, Title, and Responsibility

4.1 We make every effort to ensure that the pricing displayed on our website is correct. However, if an error in the pricing of a product is found, we reserve the right to either cancel your order or contact you to arrange payment of any extra sum due or refund any overpayment made by you (as applicable). The processing of an order can be cancelled or corrected by us at any time up to the shipment of that order and any related items.

4.2 All prices are displayed inclusive of Value Added Tax (VAT) or other applicable sales tax. Furthermore, on the checkout page(s) and all email or paper receipts, the VAT or sales tax element will be clearly and separately displayed as part of the total cost of your order.

4.3 We reserve the right to alter all product pricing without notice.

4.4 Title in any products ordered from us does not pass to you, the purchaser until we have received and processed a valid payment, and that payment has been made into our own bank account, and your order has been shipped and received by you.

4.5 We are responsible for any loss or damage to any products until you receive them.

5. Your Order

5.1 When you place an order, you will automatically receive a confirmation email from us to confirm your order. Your order constitutes an offer made to us to purchase the goods specified in the order.

5.2 Your offer is only accepted by us once we have emailed you to confirm the dispatch of your order.

5.3 Product items not included within the dispatch email are not included in the order and contract between you and us.

5.4 We reserve the right to delay or refuse orders where a transaction contains incomplete details or details that cannot be verified or where fraud is suspected.

5.5 If we are unable to reasonably ascertain these details or resolve these issues, a full refund will be made against the card used at the time of purchase. No other form of refund or credit will be offered, nor will a refund be made to any third-party card or account.

6. Shipping and Customs Duty

6.1 All orders received by us are shipped subject to availability.

6.2 We reserve the right to ship products at a later date (up to 28 days after purchase) where the product ordered is not in stock at the time of purchase. In this situation, you will be contacted and offered a full refund instead of delivery of the product.

6.3 We cannot be held responsible for disruption to shipping caused by industrial disputes or actions outside our direct control. If such disruption occurs, you will be offered delivery via an alternative delivery or fulfilment company or a full refund.

6.4 If you are ordering a product from outside the UK, the recipient of the product is responsible for all customs duties or tariffs incurred in the country to which the products are shipped. Furthermore, your order may be subject to delay or be opened and searched by local customs authorities when entering the destination country. Please note we are unable to provide specific advice on customs duties or tariffs.

7. Cancellation Rights, Returns and Refunds

7.1 Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have a right to cancel your purchase. However, to exercise this right, you must notify us in writing (email or letter) within **14 working days** from the day after you receive your goods. After notifying us, you then have a further **14 working days** in which to actually return the goods to us.

7.2 As stated above, notification of cancellation must be in writing, either by email or by completing a cancellation form on our website. We will acknowledge receipt of your cancellation request. Please note - a telephone call is not a valid cancellation.

7.3 No right of cancellation, refund, or return exists under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 once you have used your product unless the product is defective and you are returning it for this reason.

7.4 Goods that are sealed or shrink-wrapped and this is removed can only be returned if they are defective.

7.5 No right of cancellation exists for personalised goods or goods that are intimate in their nature or goods where there may be hygiene issues, unless defective.

7.6 Please observe the following procedure for all returns to us:

7.6.1 On the back of your delivery note or on another piece of paper (if you no longer have your delivery note), include your order number and the reason for the return.

7.6.2 If you are returning your product because it is defective, please state the defect or defects.

7.6.3 Repackage the product in its original packaging, including any accessories, brochures, manuals, guarantees or warranties that came with the product. Unfortunately, we will be unable to issue a refund where the product is in an incomplete state.

7.7 If the original packaging surrounding the product has been damaged or destroyed, we will only issue a refund if the product is being returned due to a defect. If the original packaging of a defective product has been damaged or destroyed, you should ensure that the returned product is adequately packed for shipment back to us.

7.8 Unless the product purchased is stated by us on our website as qualifying for free returns, you are responsible for paying any postage or shipping costs incurred when returning the product.

7.9 Where you bear the cost of any returns, we will make this information clearly available to you before your purchase – in the event that such information is not provided by us, we will bear the cost of any returns.

7.10 For bulky items, we will also provide an estimate of the likely cost of any return.

7.11 Subject to the clauses above, where it is not physically practical to return bulky items in the post, we will make arrangements to pick up such items.

7.12 We recommend that all returns be sent by registered post so that a record of the return is available for you.

7.13 We will not issue refunds for any items lost or stolen in transit to us.

7.14 Where a return is lost or stolen in transit to us, you should claim compensation from the company that shipped the return.

7.15 If you fail to return a product to us, we may make arrangements to have the product collected from you. The cost of this collection may be passed on to you.

7.16 Unused products may be returned promptly by customers to our address listed at the end of these terms and conditions.

7.17 Subject to the above, we will refund the purchase price of a returned product within 14 days of receiving written notification of your intention to return the product. Where we have not actually received the returned item, we will need proof of actual postage prior to issuing a refund.

7.18 We will refund the cost of postage incurred returning a product if it is incorrectly sent by us. Please note that we will not refund any courier, overnight or express element of any delivery or postage charge, including Royal Mail Special Delivery.

8. Customer Complaints

We endeavour to respond to all customer complaints or queries within five working days.

9. Faulty Products

9.1 Where you experience a fault with a product, it can be returned to us subject to our returns policy above.

9.2 Where any goods are found to be defective, we will offer a replacement item as soon as reasonably possible and within 30 days of being notified of the defect, or we will issue a full refund in accordance with the Consumer Rights Act 2015. Where a refund is offered and accepted by you, it will be made within 14 working days of receiving your acceptance of a refund.

10. Events Outside Our Control

We shall not be liable for delay or failure to perform any obligation under these Terms & Conditions if the delay or failure is caused by any circumstances beyond our reasonable control, including, but not limited to, acts of god, war, civil disorder or industrial dispute.

11. Licence

11.1 We grant you a licence to access the content, information and services contained within our website for personal use only.

11.2 This licence allows you to download and cache (using your browser) individual pages from our website.

11.3 This licence does not allow you to download and modify individual pages or substantial parts of our website nor to make our website available via an intranet, where our website or a substantial part of it is hosted locally on the intranet in question.

11.4 Our website design, layout, content or text cannot be copied, edited or otherwise manipulated without our express prior written permission.

11.5 Our website cannot be placed within the frame-set of another site.

11.6 Third parties are not allowed to "deep link" to pages within our website without our express prior written permission. All links (unless expressly permitted by us) should be to the main index page of our website. Furthermore, the content of such links, whether graphic or text, should not be misleading, false, derogatory or in any other way offensive.

11.7 The restriction on "deep linking" does not apply to affiliate partners who wish to send customers directly to a particular page or product in order to increase their affiliate sales.

12. Copyright

12.1 All content, databases, graphics, buttons, icons, logos, layouts and look & feel are our copyright unless expressly acknowledged as otherwise.

12.2 The data mining, extraction or utilisation of product information from our website is not permitted without our express prior written permission.

13. User Generated Content

13.1 Where the facility exists, you may provide reviews or public feedback on the website of products purchased by you, also known as user-generated content.

13.2 Where the facility exists, such user-generated content can be provided in different formats and mediums: text, audio, video and still photographs.

13.3 As part of providing this content to us, you agree to grant us a worldwide, irrevocable, non-exclusive and royalty-free license to use, distribute, edit, translate and repurpose such content, as we require, including sub-licensing to other parties.

13.4 Such content shall not infringe the intellectual property rights of any other party. Furthermore, the content shall not be illegal or capable of breaching the laws of any jurisdiction in which it may be displayed.

13.5 We reserve the right to remove any content which breaches or risks breaching these terms and conditions.

13.6 However, we shall not assume any responsibility for auditing or monitoring any user-generated content.

13.7 Any complaints about such content by rights holders or any user or visitor to our website should be directed to us using our contact details listed at the end of these terms and conditions.

14. Limitations and Exclusions of Liability

14.1 Where content and information are provided on the website without charge, we exclude all liability for such content and information.

14.2 All business losses (including, but not limited to) loss of profits, income, revenue, damage to goodwill, loss of other commercial contracts, and other commercial opportunities are all excluded.

14.3 All indirect, consequential or special losses or damage are all excluded.

14.4 All other losses or damages not reasonably foreseeable at the time of the contract between you and us are also excluded.

14.5 All losses relating to the loss or corruption of data, databases, systems, software or hardware are all excluded.

14.6 These terms and conditions do not exclude or limit liability for death or personal injury caused by you or us.

14.7 These terms and conditions do not exclude or limit liability for fraud or fraudulent misrepresentation caused by you or us.

14.8 These terms and conditions do not exclude or limit liability where this conflicts with the applicable law for this jurisdiction.

15. Indemnity

By your use of our website, you hereby indemnify us and undertake to keep us indemnified at all times now and in the future against all possible claims relating to any breach of these terms and conditions by you. Such indemnities include (but not be limited to) all costs, legal and otherwise, and all other expenses, damages or settlements arising from your breach of these terms and conditions.

16. Variation

We reserve the right to vary these terms & conditions at any time without giving notice to you. Such varied terms and conditions shall automatically apply to the use of our website from the date of publication on our website.

17. Assignment

We reserve the right to assign our rights and our obligations under these terms and conditions without giving notice to you. This right of assignment shall only apply to us and shall not apply to you in any way.

18. Severability

The paragraphs, sub-paragraphs and clauses of these Terms & Conditions shall be read and construed independently of each other. Should any part of these Terms & Conditions or paragraphs, sub-paragraphs or clauses be found invalid, it shall not affect the remaining paragraphs, sub-paragraphs and clauses.

19. Waiver

Failure by us to enforce any accrued rights under these terms & conditions is not to be taken as or deemed to be a waiver of those rights by us unless we acknowledge the waiver in writing.

20. Third Parties

These terms and conditions are between you and us. They do not apply to or benefit any third party and are not reliant on any third party.

21. Entire Terms & Conditions

These terms & conditions set out the entire agreement and understanding between you and us.

22. The Consumer Rights Act 2015

These Terms & Conditions are specifically written in accordance with the Consumer Rights Act 2015. Should these Terms & Conditions conflict with the Act, the Consumer Rights Act 2015 shall prevail and apply.

23. Your Statutory Rights

When acting as a consumer, your statutory rights are unaffected.

24. Jurisdiction

These terms & conditions shall be interpreted, construed and enforced in accordance with English law and shall be subject to the exclusive jurisdiction of the English Courts.

Our contact details are as follows:

Sunlight e-store
23 west end,
Berwick-upon-tweed
TD15 2HE

Email: customer-support@sunlightestore.co.uk

[No premium-rate or revenue-sharing numbers for sales or customer service numbers]

Telephone

From within the UK: 01289298299

International: 00441289298299

Available from Monday to Saturday 10am to 5pm.

If you're calling about an order, please have your order number to hand.

Website Privacy Policy

1. Data Protection

We comply with the principles of the Data Protection Act 2018 and the General Data Protection Regulation (GDPR) when dealing with all data received from customers or visitors to our website.

2. Our Services

We only hold the data necessary to offer services provided on our website. We do not ask for or use more data than necessary to provide you with a proper service. This means we only process and hold data related to purchases and subsequent support related to those purchases in accordance with Article 6(1)(b) of the General Data Protection Regulation (GDPR). Any processing of your data is only done to provide or perform the services or products you have purchased.

3. Data Protection Register

Data is only used for the purposes described in our entry on the Data Protection Register.

4. Required Period

We only hold personal data for as long as necessary. Once data is no longer needed, we delete it.

5. Card & Payment Processing Data

We use third-party payment providers to handle card and payment processing data securely. We never see or store any card or payment information. In accordance with Article 6(1)(b) of the General Data Protection Regulation (GDPR), any other data is only used to process your purchase securely. In accordance with Article 6(1)(c) of the General Data Protection Regulation (GDPR), we need to retain data related to all purchases to fulfil our existing legal obligations to account for tax and VAT on all transactions.

6. Backup & Data Storage

For administrative reasons, customer data and email subscription data may be passed to and stored securely with third-party service providers located outside the UK or the EEA (European Economic Area). This is done to back up and preserve your data where it is needed to carry on offering a service to you.

7. Data Requests & Right to Erasure

As a customer, you can at any time (and free of charge) request details of the data we hold relating to you - and you can also request any such data is amended or deleted – the right to erasure (the right to be forgotten). Please note that if you request the deletion of your data, this may prevent us from offering any further support relating to your previous purchases or services offered to you.

8. Email Updates

We regularly email website news and information updates to those customers who have specifically subscribed to our email service. All subscription emails sent by us contain clear information on how to unsubscribe from our email service. Our email service is an opt-in service only, with your prior consent required in accordance with Article 6(1)(a) of the General Data Protection Regulation (GDPR). This means to subscribe, you must enter your details into the email subscription page and submit them to us.

9. Our Promise

We never sell rent or exchange mailing lists.

10. Data Sharing with Partners

We do not share commercial or technical data with our partners unless we have specifically sought and obtained your prior approval. Where we request such approval, we will always fully disclose our partners' details and how your data is used – please see the Schedule to this policy for further details. Please note that even when we have your specific consent, we only share data with partners that operate their own privacy policy in full accordance with the Data Protection Act 2018 and the General Data Protection Regulation (GDPR).

11. Spam

In accordance with the Privacy and Electronic Communications (EC Directive) Regulations 2003, we never send bulk unsolicited emails (popularly known as Spam) to email addresses.

12. Product Updates

We may send emails to existing customers or prospective customers who have enquired or registered with us regarding products or services directly provided by us.

13. Email Content

All emails sent by us will be clearly marked as originating from us. All such emails will also include clear instructions on how to unsubscribe from our email service and any future emails. Such instructions will either include a link to a page to unsubscribe or a valid email address to which you should reply, with "unsubscribe" as the email subject heading.

14. Cookies

Our website uses "cookies" to track use and allow customers to purchase from our website. Please note that these cookies do not contain or pass any personal, confidential or financial information or any other information that could be used to identify individual visitors or customers purchasing from our website. Please note that you are free to refuse cookies. However, for purely technical reasons, this may prevent you from purchasing from our website. This is because anonymous cookies are commonly used to keep track of the contents of customers' shopping baskets or trolleys during the checkout process. This facility ensures that the items added to (or removed from) your basket are accurately stated when you go to pay.

15. Contact Us

If you have any questions relating to our Privacy Policy or wish to contact us regarding the data we hold relating to you, please email us at :
customer-support@sunlightstore.co.uk or use our contact form.

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Schedule

We may need to share your personal information with other organisations or people. These organisations include:

[Other companies in our group (who may might act as joint data controllers or as data processors on our behalf) and who [describe the services they provide which require them to have access to personal information, e.g. IT services, or describe the reasons it may be shared with them, e.g. for management reporting.]]

Third parties who [are not of our group. These] may include:

[Suppliers: such as IT support services, payment providers, administration providers, marketing agencies[, OTHERS][who are based in [COUNTRIES]]];

[Government bodies and regulatory bodies: such as HMRC, fraud prevention agencies[, OTHERS][who are based in [COUNTRIES]]];

[Our advisors: such as lawyers, accountants, auditors, insurance companies [who are based in [COUNTRIES]]];

[Our bankers[who are based in [COUNTRIES]]];

[Credit Reference Agencies [who are based in [COUNTRIES]]];

[E-mailplatforms[who are based in [COUNTRIES]]].

OTHERS

any organisations which propose to purchase our business and assets in which case we may disclose your personal information to the potential purchaser.

Depending on the circumstances, the organisations or people who we share your personal information with will be acting as either Data Processors or Data Controllers. Where we share your personal information with a Data Processor we will ensure that we have in place contracts, which set out the responsibilities and obligations of us and them, including in respect of security of personal information.

We do not sell or trade any of the personal information which you have provided to us.

Cancellation Rights, Returns and Refunds Policy

1.1 Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have a right to cancel your purchase. However, to exercise this right, you must notify us in writing (email or letter) within **14 working days** from the day after you receive your goods. After notifying us, you then have a further **14 working days** in which to actually return the goods to us.

1.2 As stated above, notification of cancellation must be in writing, either by email or by completing a cancellation form on our website. We will acknowledge receipt of your cancellation request. Please note - a telephone call is not a valid cancellation.

1.3 No right of cancellation, refund, or return exists under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 once you have used your product unless the product is defective and you are returning it for this reason.

1.4 Goods that are sealed or shrink-wrapped and this is removed can only be returned if they are defective.

1.5 No right of cancellation exists for personalised goods or goods that are intimate in their nature or goods where there may be hygiene issues, unless defective.

1.6 Please observe the following procedure for all returns to us:

1.6.1 On the back of your delivery note or on another piece of paper (if you no longer have your delivery note), include your order number and the reason for the return.

1.6.2 If you are returning your product because it is defective, please state the defect or defects.

1.6.3 Repackage the product in its original packaging, including any accessories, brochures, manuals, guarantees or warranties that came with the product. Unfortunately, we will be unable to issue a refund if the product is in an incomplete state.

1.7 If the original packaging surrounding the product has been damaged or destroyed, we will only issue a refund if the product is being returned due to a defect. If the original packaging of a defective product has been damaged or destroyed, you should ensure that the returned product is adequately packed for shipment back to us.

1.8 Unless the product purchased is stated by us on our website as qualifying for free returns, you are responsible for paying any postage or shipping costs incurred when returning the product.

1.9 Where you bear the cost of any returns, we will make this information clearly available to you before your purchase – in the event that such information is not provided by us, we will bear the cost of any returns.

1.10 For bulky items, we will also provide an estimate of the likely cost of any return.

1.11 Subject to the clauses above, where it is not physically practical to return bulky items in the post, we will make arrangements to pick up such items.

1.12 We recommend that all returns be sent by registered post so that a record of the return is available for you.

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1.14 Where a return is lost or stolen in transit to us, you should claim compensation from the company that shipped the return.

1.15 If you fail to return a product to us, we may make arrangements to have the product collected from you. The cost of this collection may be passed on to you.

1.16 Unused products may be returned promptly by customers to our address listed at the end of these terms and conditions.

1.17 Subject to the above, we will refund the purchase price of a returned product within 14 days of receiving written notification of your intention to return the product. Where we have not actually received the returned item, we will need proof of actual postage prior to issuing a refund.

1.18 We will refund the cost of postage incurred returning a product if it is incorrectly sent by us. Please note that we will not refund any courier, overnight or express element of any delivery or postage charge, including Royal Mail Special Delivery.

Marketing

You may receive marketing from us about similar goods and services, where either you have consented to this, or we have another legal reason by which we can contact you for marketing purposes.

However, we will give you the opportunity to manage how or if we market to you. In any e-mail which we send to you, we provide a link to either unsubscribe or opt-out, or to change your marketing preferences. [If you have an account with us, you can login to your account and manage your preferences there too.] To change your marketing preferences, and/or to request that we stop processing your personal information for marketing purposes, you can always contact us on the details set out at the beginning of this notice.

If you do request that we stop marketing to you, this will not prevent us from sending communications to you which are not to do with marketing (for example in relation to [goods][services]which you have purchased from us).

We do not pass your personal information on to any third parties for marketing purposes.

Complaints

If you are unhappy about the way that we have handled or used your personal information, you have the right to complain to the UK supervisory authority for data protection, which is the Information Commissioner's Office (**ICO**). Please do contact us in the first instance if you wish to raise any queries or make a complaint in respect of our handling or use of your personal information, so that we have the opportunity to discuss this with you and to take steps to resolve the position. You can contact us using the details set out at the beginning of this privacy notice.

Cookies Policy

Our website uses "cookies" to track use and allow customers to purchase from our website. Please note that these cookies do not contain or pass any personal, confidential, or financial information or any other information that could be used to identify individual visitors or customers purchasing from our website. Please note that you are free to refuse cookies. However, for purely technical reasons, this may prevent you from purchasing from our website. This is because anonymous cookies are commonly used to keep track of the contents of customers' shopping baskets or trolleys during the checkout process. This facility ensures that the items added to (or removed from) your basket are accurately stated when you go to pay.

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