

WEBSHOP

E-Commerce Terms and Conditions

Please read the following carefully. Your use of the Water Coolers (Scotland) Ltd. web site (watercoolersscotland.co.uk) and purchase of the products (or services) ("Products") on it means that you agree to these terms and conditions ("Terms").

Shopping with WATERCOOLERSSCOTLAND.CO.UK

- You can Order Products in the following ways:
 1. online via this website
- When you place an Order for a Product in any of the ways described above ("Order") you are offering to buy it for the price stated, subject to these Terms.
- When you place your Order online we will send you an email to confirm that we have received it. This email confirmation will be produced automatically so that you have confirmation of your Order details. The fact that you receive an automatic confirmation does not necessarily mean that we will be able to meet your Order. Once we have sent the confirmation email we will then check availability and contact you with a further email. If the Product is available and the details of the Order are correct, this email will be deemed an acceptance and will specify delivery details and confirm the price of the Products purchased. If the Product is not available we will also let you know by email.
- Water Coolers (Scotland) Ltd. may cancel any sale and not supply Products if it is reasonable to do so and may change or discontinue the availability of Products at any time at its sole discretion. If an Order is cancelled, any payment made for the Products will be refunded in full. This does not affect your Statutory Rights.
- All new Orders are deemed separate and each is treated individually.

Price

- The price for each Product is shown on watercoolersscotland.co.uk and includes V.A.T at 17.5%.
- We always try to make sure that the prices on watercoolersscotland.co.uk are accurate but errors may occur. If we discover an error in pricing of the Products in your Order we will inform you as soon as possible using the contact details you supply us with. We will then give you the option of reconfirming your Order at the correct price or cancelling it. (If we are unable to reach you we will treat the Order as cancelled). If an Order is cancelled, any payment made for the Products will be refunded in full.
- You will be notified of the delivery costs automatically before you submit your credit card details, based on the delivery address you specify.
- Prices are quoted on watercoolersscotland.co.uk in UK pounds - outside the UK your credit card company should exchange the amount charged to the currency of your country at the current rate but you may use the Water Coolers (Scotland) Ltd. "currency converter" to estimate the price in your currency. Please note that the "currency converter" is only a guide and may not accurately reflect current exchange rates. Please note that both charges and refunds are in UK pounds and Water

Coolers (Scotland) Ltd. cannot be held responsible for any loss due to exchange rate fluctuations.

- Non-EU customers are responsible for Import Duty/Tax in their respective countries. Unfortunately we cannot advise you what these costs will be - please consult your local customs office for more information.

Payment

- You must pay for your Order before it is delivered and you can do so by credit card or debit card.
- If your delivery address is outside the UK and you Order online you must pay by credit card.

Credit Card

- Orders may be processed online using a credit or debit card (currently VISA, MasterCard, American Express, Delta and Switch/Solo). We use the **World Pay** service and aim to debit money from your account within one working day after receiving your Order.
- If your delivery address is outside the UK and you order online you must pay by credit card.
- To ensure that shopping online is secure, your credit/debit card details will be encrypted to minimise the possibility of someone being able to read them as they are sent over the Internet.
- Your credit card company may also do security checks to confirm it is you making the Order.
- All Order details and invoices will be sent to the credit card billing address and not the delivery address where the named recipient of the Order differs.

Availability

- We try to keep watercoolersscotland.co.uk as up to date as possible but cannot guarantee that particular Product will always be available. If we can't supply a Product you will not be charged for it and we will refund or re-credit your account with the amount debited by us.
- All offers are available while stocks last. If we are unable to supply a Product you have Ordered, we will notify you as soon as we can after receiving your Order. If this happens, you may cancel your Order and we will refund you the money you have paid for it.

Delivery

- Water Coolers (Scotland) Ltd. delivers to destinations inside and outside the UK.
- You will be notified of the delivery costs automatically before you submit your credit card details.
- Water Coolers (Scotland) Ltd. aims to deliver Products to destinations in the UK within 14 days (Couriers permitting) however each Product has a link on the product page stating the estimated delivery time for that Product and you should refer to these for more details about delivery times.
- We will make every effort to deliver within the time stated on watercoolersscotland.co.uk but we will not be liable for any loss caused to you by late delivery.

- If the Products are not delivered within the estimated delivery time which we quote, please contact us by telephone or email and we will try and ensure that you receive your Order, as quickly as possible, or if you wish you may cancel your Order and we will refund the money you have paid.
- Please Order from Water Coolers (Scotland) Ltd. with enough lead-time to prevent any loss or disappointment resulting from the delivery time as Water Coolers (Scotland) Ltd. cannot be responsible for this.
- This does not affect your statutory rights as a consumer.

Copyright and Trade Marks

- Water Coolers (Scotland) Ltd. does not give you any right or interest in any copyright or intellectual property rights in any Product nor the right to copy them.
- The copyright in watercoolersscotland.co.uk and the content of all the software, web site and pages relating to the watercoolersscotland.co.uk web site is owned by, or licensed to Water Coolers (Scotland) Ltd., unless otherwise specified and may not be used, copied or altered without our express consent.
- Copyright extends to the design, look and feel of watercoolersscotland.co.uk, all photographs on it and its marketing materials.
- Water Coolers (Scotland) Ltd., watercoolersscotland.co.uk and our logos are trade names or trade marks of Water Coolers (Scotland) Ltd. and may not be used by anyone else without our express permission. We have applied for a registered trademark in the name "Water Coolers (Scotland) Ltd." and we are also the owners of unregistered trade mark rights in them.
- However, Water Coolers (Scotland) Ltd. does not make any warranty or representation in respect of any other trade mark and the trade marks of the brands featured on watercoolersscotland.co.uk belong to their respective owners.

Privacy and Data Policy

- Water Coolers (Scotland) Ltd. makes a commitment to protecting your privacy and promises only to use information collected about you in accordance with the Data Protection Act 1998.
- When you place an Order, we may ask you for certain information and you may submit personal data to watercoolersscotland.co.uk (for example your name, phone number, postal address, email address, contact and bank / credit card details). We may also record which products you are interested in and which products you purchase as well as customer traffic patterns and site use. This information will be kept securely in accordance with our internal security policy and may be used to:
 - a. process your Order;
 - b. provide you with an up to date, efficient, and reliable service;
 - c. help fraud prevention i.e. we check card details with our credit agency and reserve the right to refuse Orders on that basis (your credit rating can be checked for a nominal fee with the main UK agencies Equifax and Experian);
 - d. open and run your account;
 - e. administer prize draws;

- f. provide a more personal shopping experience.
- By making an Order and submitting your data you agree to this use.
- From time to time we also monitor and record telephone calls for training purposes and to improve the service to you.
- We will never collect sensitive information about you without your explicit consent.
- Water Coolers (Scotland) Ltd. will not send you any marketing emails unless you give us your consent.

Cookies

- In Order to improve our service and watercoolersscotland.co.uk we may use a device known as a 'cookie'. Cookies are a means by which information relating to your Internet activity (such as whether you have visited Water Coolers (Scotland) Ltd..com before) is recorded on your hard drive and used by us to improve watercoolersscotland.co.uk and the products and services available to you.
- If you do not wish for us to use cookies when you use Water Coolers (Scotland) Ltd..com please adjust your Internet browser settings to not accept cookies. Your computer's help file should tell you how to do this.

Refunds

- We believe that you will be delighted with your product but there may be occasions where you feel it necessary to return an item. We aim to keep the process as simple as possible. These terms do not affect your statutory rights.
- We will try to attend to all returns as soon as practically possible.

Unwanted Products

- Our policy is to ensure that you are satisfied every time you place an Order with watercoolersscotland.co.uk. If you are unhappy with an item when you receive it or if you simply change your mind please return it, with the despatch note, unused, having taken reasonable care of it and in an unused state complete with packaging and all components, for a full refund within 30 working days.
- We will make the refund directly to the credit/charge card used to place the original order within 30 days or earlier once we have inspected the returned item and are satisfied that it has been returned to us in the condition it was in when delivered to you.
- You will only have to pay for the return postage of the Products.
- Certain products and services are excluded from this returns policy, including food/perishable items, personalised products or those made to order. These items cannot be returned for a refund unless faulty. Products excluded such as these are clearly marked on the product information page. This does not affect your statutory rights.

Faulty Products

- We try to select and package the Products as well as possible to ensure they arrive in good condition. However, if a Product arrives damaged or with defects, or is not what you Ordered, we will replace it free of charge or provide a full refund as appropriate, if you return the Product to us at the postal address below within 30 days of receipt.
- In these circumstances we will also pay you the cost of the return postage. Please obtain a proof of posting certificate from your Post Office to enable us to process the refund for your return postage costs.

- For help with items later than 30 days after your initial purchase please email us for more information.
- This does not affect your Statutory Rights.

Returning Unwanted or Faulty Products

- Please contact us by telephone (on 0870 241 4289) or email (at info@watercoolersscotland.co.uk) to inform us of your wish to return Products.
- We may allocate you with a Returns Code, which should be included with the package to improve processing of your return.
- We may also advise you how to send the item back to us. Occasionally items may have to be picked up by a courier service. Otherwise, please use a secure delivery method which requires a signature upon receipt (such as via Royal Mail First Class Recorded Delivery) and return to:

Water Coolers (Scotland) Ltd Customer Returns
Units 1 & 2 Kelty Industrial Estate
Fife
KY4 0DT

- You will be responsible for the returned Products until they reach us.

Water Coolers (Scotland) Ltd. Responsibilities

- Water Coolers (Scotland) Ltd. has tried to make the descriptions (including all pictures) of the Products as accurate as possible but you should check the dimensions stated on watercoolersscotland.co.uk or contact us for exact sizes.
- Water Coolers (Scotland) Ltd. shall insure Ordered Products at their retail value whilst being delivered to you. Please check the delivered Products as soon as possible on receipt as we will not cover any subsequent loss or destruction.
- Water Coolers (Scotland) Ltd. will provide its services with reasonable skill and care but does not give any guarantees, warranties or representations in respect of any other person's services.
- Because of the nature of the Internet Water Coolers (Scotland) Ltd. provides and maintains watercoolersscotland.co.uk on an "as is", "as available" basis and makes no promise that use of watercoolersscotland.co.uk will be uninterrupted or entirely error free. We are not responsible to you if we are unable to provide our Internet services for any reason beyond our control.
- Our website contains links to other websites which are not under the control of and are not maintained by us. These links are provided for your convenience only and we are not responsible for the content of those sites.
- Except as provided above we can give no other warranties, conditions or other terms, express or implied, statutory or otherwise and all such terms are hereby excluded to the maximum extent permitted by law.
- You will be responsible for any breach of these terms by you and if you use watercoolersscotland.co.uk in breach of these terms you will be liable to and

will reimburse Water Coolers (Scotland) Ltd. for any loss or damage caused as a result.

- These terms above shall not limit any rights you might have as a consumer that may not be excluded under applicable law nor shall they exclude or limit Water Coolers (Scotland) Ltd.'s liability for death or personal injury resulting from its negligence nor any fraudulent representation.
- Water Coolers (Scotland) Ltd. will not be liable in any amount for failure to perform any obligation under this agreement if such failure is caused by the occurrence of any unforeseen event beyond its reasonable control including without limitation Internet outages, communications outages, fire, flood, war or act of God.
- Please read the instructions, manuals and other user documentation that comes with your Products carefully. Water Coolers (Scotland) Ltd. is not involved in the manufacture of Products and will not advise on their use or operation or the manufacturer's guidelines. You are urged to use all Products safely and in accordance with the manufacturer's guidelines.
- These terms do not affect your statutory rights as a consumer which are available to you.
- Subject as aforesaid, to the maximum extent permitted by law, Water Coolers (Scotland) Ltd. excludes liability for any loss or damage of any kind howsoever arising, including without limitation any direct, indirect or consequential loss whether or not such arises out of any problem you notify to Water Coolers (Scotland) Ltd. and Water Coolers (Scotland) Ltd. shall have no liability to pay any money by way of compensation, including without limitation all liability in relation to:
 - any incorrect or inaccurate information on watercoolersscotland.co.uk any interruptions to or delays in updating watercoolersscotland.co.uk;
 - the infringement by any person of any Intellectual Property Rights of any third party caused by their use of watercoolersscotland.co.uk or any Product purchased through watercoolersscotland.co.uk;
 - any loss or damage resulting from your use or the inability to use the watercoolersscotland.co.uk web site or resulting from unauthorised access to, or alteration of your transmissions or data in circumstances which are beyond our control;
 - any loss of profit, wasted expenditure, corruption or destruction of data or any other loss which does not directly result from something we have done wrong;
 - any amount or kind of loss or damage due to viruses or other malicious software that may infect a user's computer equipment, software, data or other property caused by persons accessing, using or downloading watercoolersscotland.co.uk, or from transmissions via emails or attachments received from Water Coolers (Scotland) Ltd. or its licensees and affiliates;
 - the availability, quality, content or nature of the other sites on the Internet that are owned and operated by third parties ("External Sites") to which watercoolersscotland.co.uk link and web sites located on or through any External Site nor for any transactions involving External Sites (including as to 'cookies', personal data, confidential information, or purchases of domain names or other services). You should contact the site administrator

or webmaster for those External Sites if you have any concerns regarding such links, web site or transactions;

- o all representations, warranties, conditions and other terms which but for this notice would have effect.

General

- Water Coolers (Scotland) Ltd. may change or withdraw any part of watercoolersscotland.co.uk, or may refuse you access to the web site at any time if we consider it necessary.
- Water Coolers (Scotland) Ltd. may also terminate this Agreement and immediately remove, cancel or suspend access to and use of Water Coolers (Scotland) Ltd..com upon breach of any part of these Terms whatsoever.
- Termination shall be without prejudice to Water Coolers (Scotland) Ltd.'s other rights.
- Water Coolers (Scotland) Ltd. acts as principal on its own account and not as agent for you or any other person.
- If Water Coolers (Scotland) Ltd. does not enforce any provision of this agreement such will not be considered a continuing waiver.
- In the event that any part of these Terms is held to be unenforceable, such part will at Water Coolers (Scotland) Ltd.'s option be construed as far as possible to reflect the parties' intentions and the remainder of the provisions will remain in full force and effect.
- These Terms constitute the full agreement between you and Water Coolers (Scotland) Ltd. and may only be amended in writing. They apply to the exclusion of all other terms or conditions of contract proposed.
- Since we are principally aiming watercoolersscotland.co.uk at the UK market, we cannot guarantee that it accords with local laws of any other countries (though we will try to make sure it does).
- Use of Water Coolers (Scotland) Ltd. and these terms are subject to the laws of Scotland and the jurisdiction of the Scottish Courts.

Reaching Us

- If you would like help when Ordering, information about a Product, a request for a Product or if you would just like to provide us with feedback on our service, please email us at info@watercoolersscotland.co.uk.
- You can also contact us:
 - o By post at Water Coolers (Scotland) Ltd., Units 1 & 2 Kelty Industrial Park, Fife KY4 0DT
 - o By fax to 01383 839940;
 - o By telephoning 01383 839950 between the office hours of 9am and 5:00pm

watercoolersscotland.co.uk is a service of Water Coolers (Scotland) Ltd..
Registered Company Address: Units 1& 2 Kelty Industrial Estate, Fife, KY4 0DT
Company Registration no. 183917