

Consumer Terms of Sale

PLEASE READ THESE TERMS OF SALE CAREFULLY BEFORE PLACING YOUR ORDER AND RETAIN A COPY OF THESE TERMS AND YOUR ORDER FOR FUTURE REFERENCE

1. Formation of the contract with you

- 1.1 These terms of sale apply to all goods supplied by Dinky Impressions of PO Box 1250, Southend-On-Sea, SS3 3AS.
- 1.2 No contract exists between you and Dinky Impressions for the sale of any goods until Dinky Impressions has received and accepted your order and sends you confirmation in writing or by email to the address or email address you have given. Once Dinky Impressions does so, there is a binding legal contract between us.
- 1.3 The contract is subject to your right of cancellation (see below).
- 1.4 The Supplier may change these terms of sale without notice to you in relation to future sales.

2 Description and price of the goods

- 2.1 The description and price of the goods you order will be as shown on Dinky Impressions website at the time you place your order.
- 2.2 The goods are subject to availability. If on receipt of your order the goods you have ordered are not available in stock, Dinky Impressions will inform you as soon as possible, and refund or re-credit you for any sum that has been paid by you or debited from your credit card for the goods.
- 2.3 Every effort is made to ensure that prices shown on Dinky Impressions website are accurate at the time you place your order. If an error is found, Dinky Impressions will inform you as soon as possible and offer you the option of reconfirming your order at the correct price or cancelling your order. If you cancel, Dinky Impressions will refund or re-credit you for any sum that has been paid by you or debited from your credit card for the goods.
- 2.4 In addition to the price, you will be required to pay a delivery charge for the goods, as shown in the section of Dinky Impressions website about delivery.
- 2.5 The price of the goods and delivery charges are inclusive of VAT.

3 Payment

- 3.1 Payment for the goods and delivery charges can be made by one of the following methods, cash, cheque or postal order made payable to Dinky Impressions, Visa/Mastercard/Maestro/Delta/Electron or Solo debit or credit cards. We do not accept American Express.

4 Delivery

- 4.1 The goods you order will be delivered (using recorded delivery or similar mail delivery service) to the address you give when you place your order. Dinky Impressions will not be liable for items that are lost in transit.
- 4.2 If there is no one at the address given who is competent to accept delivery of the goods, you will be notified of an alternative delivery date or a place to collect the goods.
- 4.3 Every effort will be made to deliver the goods as soon as possible after your order has been accepted, and in any event within 30 days of your order being placed. However, Dinky Impressions will not be liable for any loss or damage suffered by you through any reasonable or unavoidable delay in delivery. In this case, Dinky Impressions will inform you as soon as possible.
- 4.4 You will become the owner of the goods you ordered and responsible for risk of loss of or damage to them once they have been delivered to you.
- 4.5 In the unlikely event that your item is lost in transit Dinky Impressions will take reasonable efforts to recover the item or to attain a refund for your order from the courier.
- 4.6 In the event that Dinky Impressions receive compensation from the mail carrier we will contact you to either arrange for the product to be retaken at no cost to the customer or give you the option to receive a refund in full.
- 4.7 In the event that a claim is made against a courier a copy of the claim will be available to you upon request.
- 4.8 A refund will only be available in the event that Dinky Impressions have received a full refund from the courier.

5 Your right of cancellation

- 5.1 Save where the goods are made to your specific order and/or clearly personalised (ie impressions of hands/feet etc.) you have the right to cancel the contract at any time up to the end of seven working days after you receive the goods (see below). A working day is any day other than weekends and bank or other public holidays. For the avoidance of doubt the right of cancellation does not apply to any orders where the goods are made to your specific order and/or clearly personalised.
- 5.2 If applicable, to exercise your right of cancellation, you must give written notice to Dinky Impressions by hand, or post, or email, at the address, or email address shown below, giving details of the goods ordered and (where appropriate) their delivery.
- 5.3 If you exercise your right of cancellation after the goods have been delivered to you, you will be responsible for returning the goods to Dinky Impressions at your own cost. The goods must be returned to the address shown below. You must take reasonable care to ensure the goods are not damaged in the meantime or in transit.
- 5.4 Once you have notified Dinky Impressions that you are cancelling the contract, Dinky Impressions will refund or re-credit you within 30 days for any sum that has been paid by you or debited from your credit card for the goods.
- 5.5 If you do not return the goods as required, Dinky Impressions may charge you a sum not exceeding the direct costs of recovering the goods.
- 5.6 You do not have the right to cancel the contract if the order is for audio or video recordings or computer software which has been unsealed by you, or for goods which by their nature cannot be returned or are liable to deteriorate or expire rapidly. The Supplier will notify you at the time your order is accepted if this applies.

6 Warranty

- 6.1 All goods supplied by Dinky Impressions are warranted free from defects for 12 months from the date of supply. This warranty does not affect your statutory rights as a consumer.
- 6.2 This warranty does not apply to any defect in the goods arising from fair wear and tear, wilful damage, accident, or negligence by you or any third party, use otherwise than as recommended by Dinky Impressions, failure to follow Dinky Impressions instructions, or any alteration or repair carried out without Dinky Impressions approval.
- 6.3 If the goods supplied to you develop a defect while under warranty, or you have any other complaint about the goods, you should notify Dinky Impressions in writing at the address, or email address shown below.

7 Data protection

- 7.1 The Supplier will take all reasonable precautions to keep the details of your order and payment secure, but unless Dinky Impressions is negligent, Dinky Impressions will not be liable for unauthorised access to information supplied by you.
- 7.2 The Supplier will only use the information you provide about yourself for the purpose of fulfilling your order, unless you agree otherwise. The Supplier would like to notify you of products and offers that may be of interest to you from time to time, and if you would like to be notified of these, please sign up to our mailing list on our website. You can correct any information about you, or ask for information about you to be deleted, by giving written notice to Dinky Impressions at the address, or email address shown below.

8 Applicable law

- 8.1 These terms of sale and the supply of the goods will be subject to English law, and the English courts will have jurisdiction in respect of any dispute arising from the contract.