



# General Terms & Conditions

We recommend that you print and keep a copy of these Terms and Conditions for future reference.  
Last Updated: 17/08/2021

## THESE TERMS AND CONDITIONS

These Terms and Conditions apply to all transactions on this site. Please read them carefully. They do not affect your statutory rights.

We may change these terms and conditions at any time. Any changes will take effect on the date they are posted onto the site (see date above). You will be asked to read and accept the terms and conditions each time you place an order, to ensure that you are familiar with the most current ones.

## ORDER PROCESS

You will have an opportunity to check and correct any input errors in your order up until you click the Submit Order button.

After you submit an order we will give you an Order Reference Number and details of the products you have ordered. We will send the same details to you via email. We will then send a second email when we start to process your order. Please note that these emails are acknowledgements, not acceptance of your order.

Acceptance of your order and the creation of a legally binding contract between us will only occur when we send you a confirmation email, which will confirm your order and contain details of how we will deliver your products to you. (Alternatively, we may decline all or part of your order for any reason, in which case this email will tell you so.)

When deciding whether or not to accept your order we may use certain information about you, including any received from credit reference agency checks with third parties. In particular, we may pass your details to third parties for them to check against certain public and private databases. These agencies may keep a record to use in future security checks. This helps to protect you and us against fraudulent transactions.

We will tell you if your payment details cannot be authorised for any reason and may invite you to pay by another method or suggest that you visit one of our stores. Please note that products, prices and offers in our stores may differ from those featured on this site.

Products and services purchased from enCircle are generally intended for commercial use and not for



private or domestic use. We reserve the right to refuse and/or remove access to services, to remove or edit content, or to refuse or cancel orders at our discretion. If we cancel an order, it will be without charge to you, and we will reimburse any payment made by you.

## **PRICES AND PAYMENT**

All prices and charges on this site are in UK pounds. They include any VAT payable, but exclude delivery charges (for details see 'Delivery' below).

The total cost of your order will be the price of the products you order, any additional services you choose (e.g. discovery, design, development, implementation and ongoing support), plus any applicable delivery charges. All these will be set out clearly in your proposal document before your acceptance.

Prices, offers and products are subject to availability and may change before (but not after) we accept your order. If something becomes unavailable we may offer you an alternative or suggest that you visit one of our stores.

We try very hard to ensure that all information on this site is accurate. However, just occasionally, an error can occur. If we discover an error in the price or description of a product you have ordered, we will tell you and ask you whether you wish to continue with your order or cancel it.

We accept payment via BACS bank transfer or credit/debit card using our merchant partners.

### **RESTRICTIONS: AGE REQUIREMENTS AND LIMITS ON ORDERS**

If you order a product with a minimum age requirement, by ordering you confirm that you are of the required age.

## **THIS WEBSITE**

We, our Group companies and our suppliers own the copyright, trademarks and all other intellectual property rights in all material and content on this website, which you may use, download, copy, publish, transmit or otherwise make available by any other means only for your own personal, non-commercial use. Any other use or reproduction of the material or content is strictly prohibited.

You may not restrict or inhibit the use or enjoyment of any of our websites by anyone else.

Our websites contain hyperlinks to websites owned and operated by third parties. These third party websites have their own policies, including cookies, and we urge you to review them. They will govern the use of information you submit or are collected by cookies whilst visiting these websites.

We do not accept any responsibility or liability for the content or practices of such third party websites and your use of such websites is at your own risk.



## **DELIVERY POLICY**

### **1. Where we Deliver**

We primarily deliver our services around the World using high speed data networks. Use of proprietary or slow dial up networks will incur additional service charges.

Delivery must be to an address in the United Kingdom (but excluding the Channel Islands). All deliveries must be signed for (except items sent by post and which are small enough to be put through your letterbox). Please make sure you keep the receipt enclosed with your goods.

### **2. Delivery Charges**

We make every effort to keep our delivery charges as low as possible. Our charge depends on the type of products you select and on whether you choose standard delivery (usually within 5 working days) or a premium service (e.g. our morning delivery service).

When you add products to your Delivery Shopping Basket, the appropriate standard delivery charge will be added automatically. There are additional charges if you choose a premium delivery service (e.g. morning delivery). If you add additional items, please double check the charge by clicking "Re-calculate". You will always be able to see all applicable charges before submitting your order.

### **3. How We Deliver**

We deliver our services remotely via secure VPN or other methods. We do not operate support services over dial up or low speed connections below 1mb in speed. Additional costs are levied for on site support when not critical.

Other products are delivered either by courier or by post, depending on their size and value. If your product is one which is delivered by courier you may be given the option of choosing a premium delivery service for a small extra charge during the ordering process. Large items are generally delivered by our own delivery service or by the manufacturer. For these products you will be asked or told about delivery dates as part of the order process.

We will notify you of which delivery method we intend to use via e-mail. Very occasionally different products in the same order may be delivered separately.

### **4. Delivery Times**

Delivery times are calculated in working days - i.e. Monday to Friday inclusive (but excluding bank holidays). If you order after 3.00pm, please calculate your delivery time as if your order had been placed the following working day (including if you are offered our "next working day" premium service). Deliveries may take 7-10 working days over the Christmas, Bank Holiday and Easter periods.



## 5. Premium Delivery Services

If you choose to pay a small extra charge for a premium delivery service, your product will be delivered on the date and during the time slot specified. All deliveries must be signed for.

## 6. Standard Postal and Courier Deliveries

Standard postal and courier deliveries should arrive within 5 working days of placing your order (to be safe, please allow a little extra during busy sale periods).

If we are sending your product by courier, you may request a link to the courier's website, and a parcel number, so that you can track your order right to your doorstep. Standard courier deliveries are usually made between 9am and 5pm. All deliveries must be signed for. If you are out when the courier arrives, the courier will leave a card with a contact number for you to call.

IMPORTANT: We do everything we can to meet the delivery times specified in this section. However, occasionally delivery times may be affected by factors beyond our control and therefore they cannot be guaranteed. We will inform you if we become aware of an unexpected delay.

Please allow extra time for deliveries to Scottish islands or if you apply for credit (we need to receive your signed application form back before we can process your order; this can add 5 working days).

## 7. Missing, Damaged or Incorrect Orders

We try very hard to ensure that you receive your order in pristine condition. If you do not receive all your products, please email us at [sales@encircle.co.uk](mailto:sales@encircle.co.uk) or telephone 08449910109. In the unlikely event that a product arrives damaged or faulty, please follow the instructions in the delivery documents.

# RETURNS POLICY

## 1. Cancellation

If you have chosen to have your order delivered, you can cancel your purchase at any time either before or up to 14 days after delivery by:

- Returning the product via courier (please include your receipt for the card you paid with, so that it can be credited);
- Emailing us at [sales@encircle.co.uk](mailto:sales@encircle.co.uk);
- Phoning us on 08449910109 (please have your order reference number and delivery details to hand);
- Writing to our sales department:

Sales Support  
enCircle Solutions Ltd  
Gemini House  
136-140 Old Shoreham Road  
Brighton, BN3 7BD



Your product must be complete, unused and in 'as new' condition (e.g. if you have opened the box to examine the product you must have done so without damaging or marking the product in any). It should be returned with the original box, packing and accessories. Pre-recorded video tapes, DVDs, CDs, minidisks and other software must be sealed. Any 'Free Gifts' received with the product must also be returned.

You will receive a full refund, and the cancellation is free of charge provided you return the product to our depot at your own cost.

We cannot cancel your purchase when:

- You return your product to us without proof of purchase;
- There is a contract for services with the product and you have started using the services (this would include e.g. support and maintenance, but not an extended warranty service agreement);
- The seal has been broken on any software including games; or
- The goods were a special order to your specification.

## 2. Return of Faulty Goods

The following are guidelines for all goods ordered. Wherever possible we will respond to your individual circumstances.

If there is a fault with your product within 12 months of delivery (or other defect with your order), we will normally offer a prompt repair, exchange or refund. We will always offer you the choice of an exchange or refund if the fault occurs within 28 days of delivery.

To qualify for a refund or exchange the product must be:

- In otherwise in 'as-new' condition;
- Complete with any accessories and free gifts offered with it (and, if possible, the original box and packaging).

Please return the product to enCircle's head office or phone us on 0844 9910109 (9am to 5pm Monday to Friday).

This promise does not cover faults caused by accident, neglect, misuse or normal wear and tear. For consumable items (e.g. batteries, camera films, ink cartridges etc) the guarantee period is three months from delivery.

If a pre-recorded videotape, DVD, CD, Minidisc or other software is faulty under guarantee we will happily exchange it for the same title or refund your money.

Any refund due to a fault or other defect will include a refund of the applicable delivery charges. Replacement goods are sent by standard delivery only (i.e. premium services are not available).

*THIS RETURNS POLICY DOES NOT AFFECT YOUR LEGAL RIGHTS*



## **GOVERNING LAW**

These terms and conditions and all transactions relating to this website are governed by English law and are subject to the non-exclusive jurisdiction of the English courts. We do not accept amendments to these terms and conditions.

Your data protection rights are set out in our Data Privacy Policy.