

DAVID HINDS LIMITED

CONSUMER TERMS AND CONDITIONS

1. Definitions and Interpretation

- 1.1 The following expressions shall have the meanings attributed to them below.
- 1.1.1 **"Advert"** means any advertising whatsoever including through a website and/or any other online or electronic advertising;
 - 1.1.2 **"Authorised Representatives"** means the Sellers authorised representatives currently being Adam Hinds and David Hinds only;
 - 1.1.3 **"Buyer" "You" and "Your"** means you the customer placing the order for the Goods;
 - 1.1.4 **"Contract"** means the contract for the sale and purchase of Goods pursuant to these Terms;
 - 1.1.5 **"Goods"** means the goods (including any instalment of the goods or any parts for them) which the Seller is to supply in accordance with these Terms;
 - 1.1.6 **"Mainland UK"** shall mean mainland England, Scotland and Wales including the Isle of Wight but excluding all other isles or offshore territories forming part of the United Kingdom.
 - 1.1.7 **"Offshore UK"** shall mean all non Mainland UK isles and territories forming part of the United Kingdom including Northern Ireland but excluding the Channel Islands and all overseas British forces post office addresses.
 - 1.1.8 **"Order Form"** means the order form required for postal orders, which can be downloaded from our website or is otherwise available upon request;
 - 1.1.9 **"Our Premises"** means our premises at Unit B Chiltern Industrial Estate Grovebury Road Leighton Buzzard Bedfordshire LU7 4TU;
 - 1.1.10 **"Price List"** means the Seller's retail price list for goods sold by the Seller including the Goods as updated from time to time;
 - 1.1.11 **"Returns Authorisation Number"** shall mean the unique reference number provided by the Seller to the Buyer upon receipt of the Buyer's notification of their wish to return the Goods to the Seller in accordance with these Terms.
 - 1.1.12 **"Seller" "We" "Us" "Our"** means David Hinds Limited (company number 852725) whose registered office is at Unit B Chiltern Industrial Estate Grovebury Road Leighton Buzzard Bedfordshire LU7 4TU;
 - 1.1.13 **"Standard Delivery"** shall mean delivery on a day Monday to Friday before 5.30pm;
 - 1.1.14 **"Terms"** means these terms and conditions as from time to time amended by the Seller;
 - 1.1.15 **"Warranty Period"** means the period of 12 or 24 months from the Buyer's purchase of the Goods from the Seller depending upon the product purchased. Details of the Warranty Period for each product are detailed on the website or with the delivery of the Goods;
 - 1.1.16 **"Website"** means our websites at www.celestron.uk.com, www.dhinds.co.uk or any future or amended website that we may create or adopt for the purpose of our business;
 - 1.1.17 **"Working Day"** means any day not being a Saturday, Sunday or any national or public bank holiday in England.
 - 1.1.18 The headings in these Terms are for convenience only and do not affect its interpretation.
 - 1.1.19 In these Terms, unless the context clearly indicates another intention:
 - 1.1.19.1 reference to one gender includes all other genders;
 - 1.1.19.2 reference to the singular includes the plural and vice versa;
 - 1.1.19.3 reference to a clause or party is a reference to a clause of or a party to the Contract;
 - 1.1.19.4 obligations undertaken by more than a single person or company are joint and several obligations;
 - 1.1.19.5 reference to a statutory provision is a reference to that provision as modified or re-enacted or both from time to time and to any subordinate legislation made under the statutory provision;
 - 1.1.19.6 reference to a document is a reference to that document as from time to time supplemented or varied;
 - 1.1.19.7 reference to writing includes fax, e-mail and similar means of communication;
 - 1.1.19.8 a number of days shall be reckoned exclusively of the first day and inclusively of the last day unless the last day falls on a day that is not a Working Day in which case the last day shall be the next succeeding day that is a Working Day in England; and
 - 1.1.19.9 any reference to a person includes natural persons and partnerships, firms and other such incorporated bodies, corporate bodies and all other legal persons of whatever kind and however constituted.

2. Basis of Sale

- 2.1 The Seller shall sell and the Buyer shall purchase the Goods subject to these Terms which shall govern the Contract to the exclusion of any other terms unless agreed in writing by the Authorised Representatives.
- 2.2 No variation to these Terms shall be binding unless agreed in Writing by the Authorised Representatives.
- 2.3 Neither the Seller's employees save for the Authorised Representatives or agents are authorised to make any representations concerning the Goods. In entering into the Contract the Buyer acknowledges that it does not rely on any such representations, but nothing in these Terms affects the liability of either party for fraudulent misrepresentation.
- 2.4 Any advice or recommendation given by the Seller or its employees or agents to the Buyer as to the storage, application or use of the Goods which is not confirmed in Writing by the Seller is followed or acted on entirely at the Buyer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.
- 2.5 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

3. Ordering

- 3.1 Goods may be ordered by the Buyer from the Seller in the following manner:
 - 3.1.1 in person at Our Premises; or
 - 3.1.2 by telephone during our usual trading hours; or
 - 3.1.3 by posting a completed Order Form and enclosing your cheque for the correct purchase price in accordance with the latest Price List current at the time of placing your order including any delivery charge that may be applicable; or
 - 3.1.4 online via our Website.

- 3.2 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed by the Seller;
- 3.2.1 in respect of Goods purchased by You in person from our Premises at the time that payment is accepted by the Seller;
- 3.2.2 in respect of Goods ordered via the telephone at the time that payment of such order is received by the Seller;
- 3.2.3 in respect of Goods ordered via the Website at the time that payment from the Buyer has been authorised via Our online payment procedures.
- 3.3 Notwithstanding clause 3.2 above orders received by post will be deemed accepted unless the Seller notifies the Buyer within 7 days of receiving the order that the Goods are unavailable, that the price of the Goods has changed or that there is some other error in the order received.
- 3.4 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order.
- 3.5 The Seller shall take all reasonable steps to ensure that the Goods shall accord to the description provided on the Website. The Seller cannot be responsible for any discrepancies in description or otherwise contained within trade brochures or other publications concerning the Goods that are beyond the Seller's reasonable control.
4. **Price**
- 4.1 The price of the Goods shall be in accordance with the Price List unless otherwise agreed in Writing between the Seller and the Buyer.
- 4.2 The price shall be confirmed at the time that your order for the Goods is accepted by the Seller in accordance with these Terms.
- 4.3 The price of the Goods shall include Value Added Tax unless otherwise specified in Writing by the Seller.
5. **Payment**
- 5.1 The Buyer must pay for the Goods in full including any delivery charge (where applicable) at the time of placing the order for the Goods and the Seller shall not be required to deliver the Goods until such time as payment in full has been received in accordance with this clause.
- 5.2 Subject to variation from time to time the Seller shall accept the following methods of payment from the Buyer:
- 5.2.1 Credit/Debit Cards. The Seller accepts most major credit and debit cards including Visa, MasterCard, Switch, Solo and Visa Delta. Please make sure you provide your card billing address when ordering via mail order otherwise your order may be delayed. We will only accept card orders from the credit card holder themselves.
- 5.2.2 Cheques. The Seller accepts personal cheques, Bankers Drafts and Building Society Cheques. Please allow 10 working days following receipt at Our Premises for personal cheques to clear before despatch of your order if you are paying for an order via the postal system by cheque or for cheques over guarantee card limits.
- 5.2.3 Cash. If sending via the post please use special delivery postal services only in a properly secured envelope. The Seller shall not be responsible for any monies lost in the course of posting.
- 5.2.4 Bank Transfer. The Seller accepts payment via direct bank transfer strictly on the terms that the Buyer meets the cost of all bank fees (including the Seller's own bank fees) for so doing. If any charges for such a transfer are incurred by the Seller then we shall not be obligated to deliver the Goods in accordance with these Terms until such bank fees have been reimbursed in full.
- 5.3 The Seller does not in any circumstances accept payment for Goods by postal orders.
- 5.4 The Seller will not process payments by credit/debit cards in respect of Goods that the Seller does not hold in stock. Once Goods are received by the Seller then payment will automatically be processed prior to the delivery of the Goods to the Buyer.
6. **Delivery**
- 6.1 If your order for Goods is received via the telephone or the Website before 12 noon on any Working Day and the Goods are held by the Seller in stock then the Seller shall endeavour to dispatch the Goods to you on the same day subject to receipt of your payment in accordance with these Terms.
- 6.2 Delivery of the Goods shall be made by the Seller delivering the Goods to the Buyer's home address or subject to agreement by the Seller to the Buyer's place of work or as otherwise agreed in Writing with the Seller unless the order is made in person at Our Premises in which case delivery shall take place at the time that the Buyer takes possession of the Goods.
- 6.3 Notwithstanding any other provisions within these Terms the Seller will not deliver any orders paid for by credit or debit cards to any address other than the card holder's home billing address or the card holders place of work.
- 6.4 Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods however caused. Time for delivery shall not be of the essence of the Contract unless previously agreed by the Seller in Writing.
- 6.5 If there is any delay in the dispatch of the Goods we will endeavour to advise you accordingly and in the event that the estimated date for delivery would be greater than 30 days from the date of our receipt of your order you will have the option of cancelling your order of the Goods.
7. **Method of Delivery**
- 7.1 Small or low value items (which shall be determined at the sole discretion of the Seller) may be sent at the Seller's discretion by 'Royal Mail Signed For' or 'Special Delivery' post and such items shall be delivered to you in the ordinary course of posting.
- 7.2 Other than for those items referred to at 7.1 above the Seller shall endeavour to arrange that Goods shall be delivered via courier on a next Working Day delivery service. Subject to variation of the courier's terms and conditions delivery shall ordinarily be made on a day Monday to Friday before 5.30pm.
- 7.3 Delivery on a Saturday may be available upon request by the Buyer at the time of placing the order for the Goods and at an added cost to the Buyer subject to the courier's availability.
- 7.4 A signature shall be required to acknowledge receipt of all Goods delivered by courier, Special Delivery or 'Royal Mail Signed For' letter post.
- 7.5 Once the Goods have been dispatched re-routing the delivery to a new address is available only at a charge to the Buyer of £7.50 in addition to the Standard Delivery Charge.
- 7.6 Any Goods that are returned to the Seller by the courier or by post as being undelivered or uncollected or for any other reason beyond the Seller's reasonable control will only be re-delivered to the Buyer upon payment to the Seller of the cost of return of the Goods to the Seller as a result of the failed delivery and reasonable costs of re-delivery of the Goods.

8. **Delivery Charges**

- 8.1 Orders for items for delivery to a Mainland UK address placed through the Website shall be delivered carriage free for Standard Delivery. If the Buyer requires delivery on a Saturday then this shall be subject to the courier's availability and at an additional cost to the Buyer details of which shall be provided upon application.
- 8.2 All other orders not covered by 8.1 above to be delivered to a Mainland UK address shall be subject to the following Standard Delivery charges:
- 8.2.1 AstroMaster/NexStar SLT Telescopes £10.00
 - 8.2.2 All other 4/5/6/8 Telescopes £16.00
 - 8.2.3 9.25 Telescopes £20.00
 - 8.2.4 10/11 Telescopes £25.00
 - 8.2.5 14 Telescopes £30.00
 - 8.2.6 Optical Tube Assembly (OTA's) - £10.00
 - 8.2.7 Celestron SkyScout £10.00
 - 8.2.8 Binoculars/Spotting Scopes £10.00
 - 8.2.9 Accessory Orders total up to 30.00 £3.00
 - 8.2.10 Accessory Orders total over 30.00 £7.00
- 8.3 Orders for accessories made at the time of placing orders for spotting scopes, binoculars or telescopes shall not be subject to additional delivery charges provided that delivery for the complete order is to be to the same address.
- 8.4 The Seller will notify the Buyer of the applicable delivery charge at the time placing the order.
- 8.5 Any delivery to an Offshore UK address shall be subject to the payment of an additional delivery charge of £17.50, which shall be payable by the Buyer in addition to any other delivery charge that may be applicable.
- 8.6 The Seller may only be able to deliver to non Mainland UK or Offshore UK addresses in certain circumstances and you should therefore contact the Seller for further information if this is applicable.

9. **Risk and Property**

- 9.1 Risk of damage to or loss of the Goods shall pass to the Buyer:
- 9.1.1 in the case of Goods to be delivered to the Buyer's home address or place of work or otherwise than at Our Premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when Seller has tendered delivery of the Goods; or
 - 9.1.2 in the case of Goods to be delivered at Our Premises, at the time when the Seller notifies the Buyer that the Goods are available for collection.
- 9.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and all other Goods agreed to be sold by the Seller to the Buyer for which payment is then due.

10. **Services**

- 10.1 The Seller does from time to time offer repair services in respect of some products details of which can be obtained upon application to the Seller in this regard.
- 10.2 Such repair services shall be undertaken in accordance with statutory requirements and shall be commenced, unless otherwise agreed in Writing, on a date seven Working Days following our acceptance of your order.
- 10.3 The Seller warrants to you that any repairs carried out by them shall be provided using reasonable skill and care and for a period of 6 months from the date on which the Seller notifies you that the repair has been completed shall be free from defect in materials or workmanship.
- 10.4 In the unlikely event that any defect in breach of clause 10.3 above is suffered the Buyer should contact the Seller to obtain a Returns Authorisation Number and the goods must then be returned to the Seller with carriage paid to Our Premises and if upon inspection by the Seller the defect is accepted the Seller shall repair the defect and return the goods to you together with a refund of the carriage costs to a limit of the carriage rates stated at clause 8.2 above.
- 10.5 If upon receipt of goods in accordance with clause 10.4 above the Seller acting reasonably does not accept that the alleged defect exists then you shall be responsible for arranging for the collection of the goods at your cost and risk the Seller co-operating therewith as reasonably possible.

11. **Cancellation**

- 11.1 Buyers who place orders other than in person at Our Premises have the right to cancel their Order by giving notice to us in Writing within seven Working Days of the day on which the Goods were delivered.
- 11.2 If you submit your property to us for repair you may cancel your order for repair within seven Working Days of our accepting your order unless you have requested in Writing that we commence the repair works immediately.
- 11.3 Any request to cancel an order must include a request for a Returns Authorisation Number which must be displayed prominently on the outside of each package that you are returning to us and the returned goods must be returned in accordance with these Terms.

12. **Cancellation Returns Policy**

- 12.1 Any Goods that have been purchased via mail order, telephone order or via the Website which the Buyer wishes to return to us pursuant to 11.3 above must be returned with carriage paid to Our Premises in accordance with these Terms in an unmarked reasonable condition having not been used and with all original undamaged packaging materials. As the assembly of telescopes and other self assembly products causes marking to the products and as assembled products are not available for testing and use at Our Premises it is considered reasonable for us to require that you do not assemble the products prior to the cancellation of orders and returning the Goods to us.
- 12.2 Certain Goods including all computer software and solar filters can only be returned to us pursuant to clause 11.3 above if they are returned in an unopened condition in the original packaging.
- 12.3 Any Goods other than those referred to at 12.1 above which the Buyer wishes to return to us pursuant to 11.3 above must be returned to us within seven Working Days of delivery in their original undamaged unopened and unassembled condition together with all original undamaged packaging with carriage paid in full to Our Premises.

- 12.4 Provided that the Goods are returned to the Seller in accordance with these Terms the Seller shall refund to the Buyer the purchase price together with any delivery charge but not including any charge for the return delivery to the Seller within 30 days of receipt of the Buyer's notification of cancellation pursuant to 11.1 above.
- 12.5 Any Goods that are returned to us in a condition other than as required by these Terms may be subject to a re-stocking fee of a minimum of ten percent of the sale price.
- 12.6 Any refunds made by the Seller shall be made only by way of the same payment method as utilised in the purchase of the Goods. In the case of credit or debit card refunds this will be made to the same card as used in the purchase of the Goods.
13. **Fault Returns**
- 13.1 If a fault exists at the time of delivery of the Goods which is not apparent upon reasonable inspection or if a fault occurs with the Goods during the Warranty Period the Seller will at their discretion either repair or replace the Goods.
- 13.2 Goods that are faulty as provided for at 13.1 above should be returned to the Seller having first obtained a Returns Authorisation Number from the Seller which should be displayed prominently on the outside of each package that you are returning to the Seller.
- 13.3 The Seller shall refund to the Buyer the delivery charge up to but not more than the carriage rates stated in 8.2 above where Goods are returned to the Seller pursuant to 13.2 above and are found to be faulty upon inspection by the Seller within 8 weeks of the purchase date of the Goods.
- 13.4 The Buyer must notify the Seller within two working days from the date of delivery if the Goods are delivered in a faulty or damaged condition which is apparent upon reasonable inspection or if the order is incomplete or if incorrect items are sent and the Seller shall (where appropriate) provide a Returns Authorisation Number and refund to the Buyer the delivery charge in accordance with clause 13.3 above and replace any goods that are found to be faulty or incorrect or provide any items that are found to be missing from the delivery. If the Buyer fails to notify the Seller as required by these Terms then it is deemed that the Goods have been delivered in a complete undamaged condition free from faults.
- 13.5 Any items returned without a Returns Authorisation Number or which show signs of damage due to inadequate packaging when being returned to the Seller may be refused by the Seller.
- 13.6 The Seller accepts no liability for additional delivery charges that you may incur in returning Goods to us as a result of the Goods being incorrectly addressed, packaged or failing to bear a Returns Authorisation Number.
- 13.7 Proof of purchase may be required by the Seller prior to the issuing of a Returns Authorisation Number in respect of faulty Goods.
14. **Special Orders**
- 14.1 The Seller may accept deposits to secure orders of telescopes, binoculars and spotters that are not in stock. Payment in full for such items must be received within fourteen days of the Seller providing to the Buyer notification that the Goods have been received into stock. If the Buyer fails to make the balancing payment for the full purchase price as required by this provision the Seller may then release and sell the Goods to a third party and re-order the Goods for purchase by the Buyer.
- 14.2 The Seller may at its discretion agree to order products of a nature that the Seller does not ordinarily stock. In such circumstances the Buyer must pay the full purchase price which shall not be refundable to the Buyer save for in accordance with 13 above.
15. **General**
- 15.1 A person who is not a party to this agreement may not rely upon or enforce any rights pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 15.2 If any item or provision contained in these Terms or any part of it ('an Offending Provision') is declared to be or becomes unenforceable, invalid or illegal for any reason whatsoever (including but without detracting from the generality of the foregoing a decision by the competent domestic or European courts, an Act of Parliament, European Union legislation or any statutory or other bye-laws or regulations or any other requirements having the force of law) the other terms and provisions of these Terms shall remain in full force and effect as if it had been executed without the Offending Provision appearing in it.
- 15.3 Any notice under this agreement shall be regarded as sufficiently served if:
- 15.3.1 sent by first class pre-paid post and addressed to the other party at the address provided by that party and will be regarded as having been served 48 hours after the date of posting (excluding any days that are not Working Days); or
- 15.3.2 if delivered by hand at the address provided by that party and will be regarded as having been served when physically delivered at the relevant address if delivery is during a Working Day between the hours of 9.00 am and 5.00 pm or otherwise on the next Working Day; or
- 15.3.3 if sent by fax to the correct fax number provided by the receiving party and will be regarded as having been served immediately upon the sending party receiving printed receipt of delivery from the sending party's fax machine; or
- 15.3.4 if sent by email to astro@dhinds.co.uk if sent to the Seller, or to the address provided by the Buyer and it shall be regarded as having been served when transmitted if sent to the receiving party's correct email address unless the sending party receives notification that delivery of the email has failed
- 15.4 This Agreement shall be governed by and construed in accordance with English law.
- 15.5 These Terms apply only to dealings between the Seller and the Buyer acting as a consumer. If you are a business or otherwise a non-consumer then the Seller's business to business terms and conditions will apply.