

12th December 2007

This website is operated by East Midlands Water Company Limited (referred to as "EMWC/we/our/us"). As user of this website (referred to as "you/your") you acknowledge that any use of this website including any transactions you make ("use/using") is subject to our terms and conditions below you will find other useful information within Customer services. Please:

Read through these terms and conditions carefully before using this website.
print a copy for future reference.

1 General

1.1 We reserve the right to change these terms and conditions at any time. Any such changes will take effect when posted on the website (see date at the top) and it is your responsibility to read the terms and conditions on each occasion you use this website. Orders placed will be bound by the terms and conditions as published at the time of order placement.

2 Delivery

2.1 All delivery dates are estimates including any enhanced shipping options that are available We make every effort to deliver goods within the estimated timescales, however delays are occasionally inevitable due to unforeseen factors. EMWC shall be under no liability for any delay or failure to deliver the products within estimated timescales.

2.2 Products will be deemed your responsibility once they have been received by you, your agent or the intended recipient. Any loss or damage to the products shall then be at your own risk.

2.3 Should delivery be refused or be unable to be made at the delivery address, and re-requested for another date, we may charge for the second delivery, since we met our delivery obligations with the initial delivery attempt.

2.4 Shortages or damages must be noted on the consignment note where possible. You should notify us of the shortages or damages as soon as possible

3 Payment

3.1 We take payment from your card at the time we receive your order, Goods are subject to availability. In the event that we are unable to supply the goods, we will inform you of this as soon as possible. A full refund will be given where you have already paid for the goods.

3.2 The price you pay is the price displayed on this website at the time we receive your order apart from the following exception:

While we try and ensure that all prices on our website are accurate, errors may occur. If we discover an error in the price of goods you have ordered we will inform you as soon as possible and give you the option of reconfirming your order at the correct price.

3.3 Title to any products you order on this website shall pass to you on delivery of the products

3.4 All prices are shown in £s sterling and include VAT (where applicable) at the applicable current rates and include delivery charges, unless expressly stated otherwise

4 Returns, Cancellations and Substitutions

4.1 We offer a 7-day money back Guarantee, please refer to Returns and refunds. Products that are excluded from the Guarantee are those that come into direct contact with water. In the unlikely event that you receive faulty or damaged goods, please refer to our Returns and refunds section.

4.2 Sometimes the product specifications from the manufacturer may change, in which case we will do our best to offer you a substitute of the same or better quality at the same price. If you are not happy with the replacement you can return it in accordance with our 7-day money back guarantee. Where applicable, you may cancel your order in accordance with your rights under the Distance Selling Regulations (see the Returns and refunds for further details)

All sizes and measurements are approximate but we do try to make sure that they are as accurate as possible.

Cancellation after receipt of your order

You may return any delivered products you have purchased within 7 days of delivery for any reason (including if you simply change your mind). To do so you must notify us in writing via email or post within 7 days of delivery.

If you are returning a product for any reason, except damage or manufacturer defect, You must pay the costs of returning the products to us or our suppliers. On request, we will collect the products from you, but the cost of this will be charged to you and we may deduct this from the refund. We also reserve the right to charge the original delivery charge.

If:

- the Product delivered is not what you ordered, or does not correspond with its description
- the Product delivered is not of a satisfactory quality
- the Product arrives damaged or faulty

And you have notified us within 7 working days, we may replace the item or affected parts or you may cancel the order and receive a full refund. You will not be charged for the costs of returning the product.

If a product arrives in a damaged condition you must make a note on the carrier's delivery note where possible and inform us within 7 working days of the delivery.

We will not accept returns or cancellations if the products have been altered in any way.

While in your possession, you must keep any products you intend to return to us in good condition. Products must be returned in the same condition as they were delivered. Care must be taken to ensure the return products are packed well to avoid damage or loss of parts in transit.

RETURNS & REFUNDS

We're committed to selling high-quality products we hope you'll enjoy using but we also know that, for one reason or another, there may be a time when you need to exchange or return something you've bought. Please make sure that you check your items carefully before they are used or installed. We also recommend that you keep your receipt or order number, which can be found on your order confirmation or on the delivery packaging, as you might need it as proof of purchase in the event of any after-sales queries

Under the Distance Selling Regulations, you have a right to cancel your order for any item purchased on this website for a full refund. This does not apply to items made to your specification Such as colour variants or products that do not appear on our site that are ordered by phone. items that are designed to come into direct contact with Water, by reason of their nature, cannot be returned; unless the security seal is still intact and un tampered

To cancel, you can email us at info@emwc.uk.com or write to us (see contact us for details) within seven days of delivery of your item(s), quoting your order number. You must take reasonable care of the item(s) and must not use them. Item(s) may not be returned to EMWC unless we have authorised you to do so and have issued a returns number.

Refunds

Refunds will be processed within 30 days.

Where exchange rates of currency are involved, the refund will be made in £GBP at the current exchange rate. We do not accept responsibility for any loss or gain caused by changes in the exchange rate between the time of ordering and the time of issuing the refund.

5 Miscellaneous Provisions

- 5.1 The contract between us shall be governed by the laws of England and any dispute between us can be resolved in the courts of England. English is the only language offered for the conclusion of the contract.
- 5.2 We have selected our products on the basis that they will be used for domestic use only, we do not accept liability for the fitness of goods for business purposes.
- 5.3 You may not assign or sub-contract any of your rights or obligations under these terms and conditions or any related order for products to any third party unless agreed upon in writing by EMWC.
- 5.4 If any portion of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity or enforceability of the other sections of these terms and conditions shall not be affected.
- 5.5 These terms and conditions including the documents or other sources referred to in these terms and conditions supersede all prior representations understandings and agreements between you and EMWC relating to the use of this website (including the order of products) and sets forth the entire agreement and understanding between you and EMWC for your use of this website.

The EMWC website is operated by:

East Midlands Water.Com Ltd
2 Cannock Street
Leicester
LE4 9HR

We recommend you print out a copy of these terms and conditions for future reference. If you have any questions regarding the EMWC website, please see the Contact US or About Us sections for more information and full contact details.

PRODUCT DISCLAIMER

In this disclaimer: -

Reference to ‘the **Company**’ shall be a reference to East Midlands Water Company Limited, a private company limited by shares and incorporated under the laws of England and Wales under registered company number 02597132 whose registered address is 2 Cannock Street Leicester Leicestershire LE4 9HR, and shall include any subsidiaries of the Company;

Reference to ‘**Product**’ shall be a reference to any product sold or supplied by the Company, including any product developed by the Company or purchased by the Company from another source, to a third party, be that third party an individual, company or other body.

Reference to “**Consumer**” shall be a reference to the individual, company or other body that purchases the Product from the Company and does not extend to third parties whom may become the ultimate user of the Product.

1. The provisions of this disclaimer shall be for the sole benefit of the Company.
2. All Products are sold or supplied for use on water supplies only, and should not be used for any other purpose.
3. The Consumer of any Product is continually responsible for the thorough verification of the potential risks associated with and suitability for the use of the Product.
4. The Company provides no warranty, and it shall not be implied, whether through any Product description or otherwise, that any Product conforms to, or is suitable for any specific purpose, unless written confirmation of such a warranty as to suitability of a Product for purpose addresses a specific product and purchaser.
5. The Company may recommend to a Consumer, a specific Product. These recommendations are based solely upon the information received by the Company by or on behalf of the Consumer. Therefore any recommendations by the Company to a Consumer in relation to any Product shall be provided only as an opinion, and shall not be construed as an express or implied warranty as to any recommendation given, unless written confirmation of a warranty to that effect is provided by the Company to the Consumer, and the Consumer is referred to clause 3 above.
6. The Company takes no responsibility for evaluating the safety or risk levels of any Product, nor has any Product been evaluated for its safety by the Foods Standards Agency, any government department, or any other agency.
7. This disclaimer is given under and subject to English law and the jurisdiction of the English Courts.