

TERMS & CONDITIONS ONLINE SHOP

(Your statutory customer rights are not affected).

By using the Site you agree to accept these terms and conditions. If you do not wish to accept these terms and conditions, please do not use this Site.

For all enquiries please contact shop@iguanas.co.uk, Tel: 0117 970 6664, Fax: 0117 970 6907 or write to Las Iguanas Shop, Las Iguanas Ltd, 38 Whiteladies Road, Clifton, Bristol BS8 2LG

1: Sale and Purchase.

1.1 We will sell and you will purchase products subject to our terms and conditions of business set out below. This contract comes into existence when your order has been accepted by us in accordance with these terms and conditions. For the avoidance of doubt, receipt of an order via our Site does not constitute acceptance of an order.

1.2 By placing an order for goods with age restrictions, you declare that you are age 18 or over in order to purchase the goods. We request the right to request written proof of your age before we agree to accept an order.

1.3 We shall endeavour to ensure that all items shown are accurately represented. There may however be slight variations from time to time which you agree to accept providing the variations are not substantial.

1.4 The goods (excluding food items) are warranted free from defects in material and workmanship for three months from delivery. This warranty does not include defects arising from fair wear and tear, willful damage, negligence by you or any third party, use otherwise than as recommended or any alteration or repair carried out without our approval. This warranty does not affect your rights as a consumer. If the goods supplied to you develop a defect under warranty please email us at the address given above.

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2: Price.

2.1 All prices are quoted in pounds Sterling and are inclusive of VAT where applicable

2.2 All prices are exclusive of delivery and packaging, unless otherwise stated. Details of our UK delivery charges are set out at checkout.

2.3 Prices are correct at the time of order and relate to Internet purchases only. All prices are subject to change without notice. All orders for products are subject to availability and we reserve the right to decline to supply an individual or other organisation.

2.4 If an error is discovered in the price of the goods that you have ordered, we will inform you as soon as possible. In the event that you order an item and the price on the website is incorrect we will contact you with the correct price and ask you if you still wish us to fulfil your order at this price. We shall be under no obligation to fulfil any order which was advertised at an incorrect price. Should you choose to decline to order at the correct price we will refund your payment in accordance with paragraph 9 below.

3: Payment.

Payment must be made in pounds Sterling only by any method specified on the website.

4: Passing of Property.

The title of the goods does not pass to the customer until the full payment has been made by the customer, and received by us, and the goods delivered.

5: Passing of Risk.

The risk in the products will pass to the customer on delivery, as set out in paragraph 6.3 below. The risk in this context is taken to mean any damage or cost arising as a result of the purchased products to either the purchaser, the purchasers property or to any other third party or property.

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6: Delivery.

6.1 Any date or time period for delivery will be considered as indicative only and does not form any part of a guarantee. The customer will be informed of any products not available at the time of their order and will be sent to you, as soon as possible, when received from our suppliers. We cannot be held responsible for losses or inconveniences caused as a result of delays in deliveries by us or our suppliers. However delivery will be made as soon as possible once your order has been accepted and in any event within 30 days.

6.2 All products are sent by postal service or courier of our choice. Deliveries may need to be signed for upon receipt. Deliveries will only be made to the address of the person who is the holder of the credit or debit card used to purchase the products.

6.3 On delivery of the goods the purchaser of the goods becomes responsible for any losses or damages arising as a result of their use however they may arise.

7: Acceptance.

You will inspect any products within 24 hours of receipt and you will be deemed to have accepted the products unless during the period which commences on the day the contract between us comes into existence and ends on the expiry of seven working days beginning on the day after delivery of the products you notify us in accordance with the provisions of paragraph 9.2 or paragraph 9.3 below that the products are rejected or that you want to cancel your order pursuant to paragraph 8 below. If no such action is taken, we will consider the products being as described, of satisfactory quality and for their purposes, and may not accept any rejection or cancellation at a later date. Your statutory customer rights are not affected.

8: Right to Cancel.

You have the right to cancel your contract with us at any time during the period which commences on the day the contract comes into existence and ends on the expiry of seven working days beginning on the day after the date of delivery of the products.

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9: Returns Procedure.

9.1 If products are to be rejected or your order is to be cancelled pursuant to paragraphs 7 or 8 above, you will comply with the returns procedure as set out in this paragraph 9. In such circumstances we will accept any returned products should the return be complete and with a valid proof of purchase, in its original, unopened packaging and in a re-saleable condition.

9.2 If you decide to return your purchase to us, please ensure that you request a proof of posting. Please note that except in cases where rejection or cancellation is due to a defect of discrepancy in the order, delivery charge and return postage will not be refunded.

9.3 You will receive a full refund of the purchase price referred to in paragraph 2.2 above which will be credited to you via the same method of payment of the original purchase. Faulty or damaged products must be returned before the refund can be issued.

9.4 In cases where the rejection or cancellation is due to a defect or discrepancy in the order, you will not be responsible for the return delivery charge referred to in paragraph 9.2. When the return arrives back at our office it will be assessed and should it be concluded that the products are faulty or that there was a discrepancy in the order, the return delivery charge will be credited back to you with the original purchase price and delivery charge.

10: General.

10.1 Please note that our products are only available in the United Kingdom and, as such, may be unavailable in the region or country from which you are accessing the Site.

10.2 If any part or parts of these terms and conditions are deemed invalid, void or unenforceable, then that part or those parts will be considered severable from these terms and conditions thereby not preventing the remainder from being enforceable or effective.

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10.3 These terms and conditions may be revised at any time and we reserve the right to do so. You are, therefore, advised to keep up to date with the contents of these terms and conditions as revisions are binding upon you.

10.4 Nothing in these terms and conditions will reduce your statutory rights relating to faulty or mis-described goods. For further information about your statutory rights contact your local authority Trading Standards Department or Citizen's Advice Bureau.

11: Governing Law.

Your use of this Site and any purchase by you on this Site of any products will be governed by English Law and will be deemed to have occurred in mainland United Kingdom.

