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Value Alarms and www.valuealarms.com are trading names of Hades Fire Protection Limited, registered in the UK (06257932), VAT registered (910163273) and the registered office is 85 Ospringe Road, Faversham, Kent ME13 7LG.

Our Ecommerce website (<u>www.valuealarms.com</u>) shop complies with the Data Protection Act (1998); Distance Selling Act (2000) and Ecommerce Directive (2002) and subsequent amendments.

Hades Fire Protection Ltd sells our product online to you subject to the terms and conditions set out as follows.

Please read these conditions carefully before using the www.valuealarms.com website. By completing and submitting this website's electronic order form you are making an offer to purchase goods which, if accepted by us, will result in a binding contract.

TERMS & CONDITIONS OF SALE FOR HADES FIRE PROTECTION LIMITED ONLINE SHOP (WWW.VALUEARLMS.COM)

These conditions shall govern the terms upon which we shall supply the products so that any conditions contained in or referred to in your purchase order shall not bind Hades Fire Protection Ltd unless we expressly agree in writing to vary these conditions.

Purchasing

To make a purchase, browse our online catalogue and click on any items that you wish to buy, adding them to your shopping cart. Please note that all prices are shown in British pounds sterling and do not include VAT unless otherwise stated. We regret that, at the moment, we are only able to send items to Mainland UK (including the Scottish Highlands but excluding Northern Ireland) – please see the Delivery section for details.

The shop is divided into categories and sub-categories. If you can't find what you want, please use the search button in the top right hand corner of the screen.

Hades Fire Protection Ltd reserves the right to withdraw or make alterations to its products without notice or liability.

After you have finished your selection, please check your basket to ensure you have selected the correct products (including colours, amounts etc). Once you are sure you have the correct items, click on CHECKOUT and you will be asked for a few details that we need to be able to complete the order and payment process.

Following purchase, we will provide a written confirmation of order via an Order Confirmation Email containing the details of your order. Your order represents an offer to us to purchase goods which, if accepted by us, will result in a binding contract. We always try to keep all listed items in stock at all time but this is sometimes not possible due to manufacturing or supply difficulties. As we process your order, we will inform you by e-mail if any products you order turn out to be unavailable or if there are any other problems. Please see the Back Ordered Items Section.

When we dispatch the item, we will send you a Dispatch Confirmation Email, completing the acceptance of the order. Any products on the same order which we have not confirmed in a Dispatch Confirmation Email to have been dispatched do not form part of that contract.



Purchasing Security Policy

Our Payment Service Provider is Sage Pay (formerly Protx) – the largest independent payment service provider (PSP) in the UK and Ireland. Sage Pay provides a secure payment gateway (Level 1 PCI DSS), processing payments for thousands of online businesses, including ours. It is Sage Pay's utmost priority to ensure that transaction data is handled in a safe and secure way.

Sage Pay uses a range secure methods such as fraud screening, I.P address blocking and 3D secure. Once on the Sage Pay systems, all sensitive data is secured using the same internationally recognised 256-bit encryption standards.

Sage Pay is PCI DSS (Payment Card Industry Data Security Standard) compliant to the highest level and maintains regular security audits. They are also regularly audited by the banks and banking authorities to ensure that their systems are impenetrable. Sage Pay is an active member of the PCI Security Standards Council (PCI SSC) that defines card industry global regulation. In addition, you know that your session is in a secure encrypted environment when you see https:// in the web address, and/or when you see the locked padlock symbol alongside the URL. So when buying through our site, you can be sure that you are completely protected. More information about shopping securely with Sage Pay can be found at www.sagepay.com/shoppers.

Purchasing Queries

If you require any assistance in choosing an item or have any questions before ordering, then please either email or call us on sales@valuealarms.com or 0800 610 1151 and we can advise you accordingly and help get your items to you as fast as possible.

Hades Fire Protection Limited makes no representation that any product or service referred to in this website will be appropriate for use in locations other than those implied. It is the responsibility of you, the purchaser, to locate, use and maintain equipment in accordance with your responsibilities. Any advice given has to be assumed that we are not aware of all relevant facts, therefore we cannot accept any liability if the information supplied deems to be in-accurate.

Misrepresentation Act 1967

Information and technical data contained on-line, in catalogues and technical publications is for guidance purposes only and we will not be held responsible for any mistakes and / or wrong interpretations of such information. Hades Fire Protection will also not be held liable for verbal representations about any of our products, other than in the case of fraudulent misrepresentation.

Payments

Payment of the total contract price (plus VAT) is to be made with your order either by Credit Card or PayPal. We accept Visa, MasterCard, Switch, Solo, Maestro, Electron and PayPal. We do not charge for any item until it is ready to ship but please be aware that if you are using PayPal then the full amount is submitted. The price payable by yourselves, the purchaser, is the price prevailing at the time of despatch. Hades Fire Protection Limited is entitled to alter prices without notice prior to despatch.

Your order will be confirmed by e-mail and the goods despatched once your credit card payment has been accepted. All transactions are to be paid for in UK Sterling currency.

If, for whatever reason, goods are despatched to the purchaser before full payment is received, the following conditions apply, without prejudice to any other rights or remedy available to Hades Fire Protection Limited that Hades Fire Protection Limited is entitled to:

- cancel the contract or suspend any further deliveries to the purchaser
- charge the purchaser interest (both before and after any judgement) on the amount unpaid at the rate of 3% per annum above Bank of Scotland's rate from time to time until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest)



Transfer of Ownership

Hades Fire Protection Limited remains the owner of the products until it receives full payment of the price invoiced. Until such time as ownership in the products passes to the purchaser, we are entitled at any time to require the you, the purchaser to return them to ourselves and, if the purchaser defaults, to enter the premises where the products are stored and repossess them. The purchaser is not entitled to pledge or charge in any way the products which remain owned by Hades Fire Protection Limited and, if the purchaser does so, all monies owing by the purchaser to ourselves shall immediately become due and payable without prejudice to any other right or remedy of Hades Fire Protection Limited.

Back Ordered Items

If your item is not in stock, we will back order it for you. Back ordered items are not charged until they are shipped unless paid for via PayPal. Back ordered items are charged for and dispatched immediately when they come back into stock if a credit card was used for payment. If PayPal is the chosen payment option then the items will be dispatched without further charge. In both cases, postage is not charged for again upon dispatch of back ordered items.

You will always be emailed with the option to cancel your order if you would rather not wait. This email will always give a rough restocking time but should you require a more specific estimate then please call 0800 610 1151. If you choose to cancel your order please do so via email at sales@valuealarms.com as soon as possible. Your PayPal payment will be stopped / refunded as soon as possible upon receipt of this cancellation email.

Declined Orders

If your credit or debit card is declined when processing your order we will email you immediately with notification. If we do not hear from you with in period of up to 48 hours, your order will be automatically deleted from our database and you will need to reorder. Wherever possible, customers are advised to call 0800 610 1151 in order to resolve the issue as quickly as possible to ensure that the order can be dispatched promptly.

Delivery & Packing

Orders can only be taken for delivery to addresses in mainland Britain. A charge may be made for delivery and any such charge will be detailed at the point of order, though this may be subject to change. Should this delivery charge change you, the purchaser, will be informed in writing before the goods are despatched. If this is unacceptable we will accept a written cancellation of the order, with no penalty to yourselves, via email at sales@valuealarms.com.

Orders placed before 12.30pm GMT on weekdays are usually dispatched the same day; orders placed after this time are usually dispatched the next working day. Please note that dispatch estimates are just that. They are not guaranteed dispatch times and should not be relied upon as such. We do not send out orders on weekends or public holidays unless otherwise stated. Should you require goods urgently, please contact us prior to ordering to check stock and delivery options and we'll do our best to help.

All our deliveries require a signature upon receipt and will be tracked through the relevant postal / courier service. Delivery shall be deemed to take place when the products are delivered to your premises or alternative delivery address as specified by yourselves, the purchaser.

Claims from damage to goods in transit or other discrepancies can be made by notifying ourselves within 48 hours of delivery. It is your responsibility to refuse to sign for goods clearly damaged in transit.

If goods are lost in transit between ourselves and you, we will either send new goods or offer a full refund, including delivery charges. Please inform us as soon as you become aware of the non-arrival of delivery.

Hades Fire Protection Limited calculate delivery according to the cumulative weight of your purchases. We offer the following delivery options:



| Weight Range (kg - kg) | UK Mainland Standard (3-5 working days) | UK Mainland Next Day Express | Scottish Higlands Express | UK Mainland Express Saturday | UK Mainland Express B4 10am | UK Mainland Express B4 12am |
|------------------------|---|------------------------------------|---------------------------------|------------------------------------|-----------------------------------|-----------------------------------|
| 0.00 kg to 0.09 kg | 1.99 | 5.15 | 5.15 | 7.75 | 15.00 | 13.00 |
| 0.10 kg to 0.24 kg | 3.75 | 10.00 | 10.00 | 15.00 | 15.00 | 13.00 |
| 0.25 kg to 0.99 kg | 6.75 | 10.00 | 10.00 | 16.50 | 18.50 | 16.00 |
| 1.00 kg to 19.99 kg | 10.00 | 15.50 | 16.50 | 18.50 | 22.50 | 18.50 |
| 20.00 kg to 99.99 kg | 12.50 | 18.50 | 22.50 | 21.75 | 25.50 | 21.75 |

Deliveries Using Royal Mail

Hades Fire Protection Limited will use First Class Royal Mail (Recorded Signed For™) for items under 1.5kg (unless another delivery method is specified) as it offers the best value for money for our customers. Please be aware that Royal Mail First Class delivery states on their website that they aim to deliver first class items by the next working day but experience dictates it can take up to as much as ten working days depending on location and season and, as such, Hades Fire Protection Ltd cannot be held responsible if there is a delay.

Deliveries Using Courier Service

Hades Fire Protection Limited will use a preferred courier service for items over 1.5kg or for purchases under 1.5kg if specified.

In the case that next day or timed deliveries are delayed, we may refund the charges depending on the circumstances. This decision is at the discretion of the management due to the fact that even though these services state next day, Hades Fire Protection Limited does not guarantee this fact - that guarantee is held by the shipping company as the actual delivery of this item is out of our hands once it has left the warehouse.

Please see the Cancellation Policy section for information on the refund of additional delivery services if cancelling an order already dispatched.

Secondary Damage

Hades Fire Protection Limited is not liable for any damage to property or consequential loss, e.g. loss of product, loss of profit, loss of goods in store which arises by defects or delays in delivery of products irrespective of the cause, including faulty manufacture.

Cancellation Policy

Hades Fire Protection Limited aims to provide an excellent customer service in all cases but please be fully aware of the following returns policy before making a purchase. This cancellation policy does not affect your legal rights - for example, if goods are faulty or described wrongly.

You have the unconditional right under the Distance Selling Regulations to cancel your order from the moment the contract is concluded. A purchaser who cancels an order or who receives an order and wishes to return it, should inform us as soon as possible in writing via the contact methods described below. Your cancellation rights end 7 working days after the day on which you receive the goods.

We will refund your purchase (and standard delivery costs) as soon as possible after the written cancellation order is received by us - in full and within 30 days at the latest.



However, if you have ordered additional services such as express, timed or Saturday delivery then we may withhold the additional charges as, according to our Conditions of Sale these additional delivery services are provided under a separate contract of which the cancellation rights would end as soon as these additional services were carried out (dispatch takes place).

Under our Conditions of Sale if you are in possession of the goods when you choose to cancel this agreement you are required to return the goods with the original packaging to the office address outlined below and pay for the return.

You are statutory obliged to take reasonable care to ensure that we receive the goods and that the goods are not damaged in transit. We request that goods are dispatched to us within 7 working days. If you fail to return the goods Hades Fire Protection Limited can charge you for the direct cost of recovery. You will be also be under a statutory duty throughout the period of cancellation to retain possession of the goods and take reasonable care of them.

Returns

Hades Fire Protection Limited will only accept returns on items that do not conform to the contract, are faulty or develop a fault within the first 6 months of sale or within the manufacturer's guarantee. It is your responsibility to return the faulty item to ourselves at the office address below.

All items returned as faulty are liable to manufacture inspection. If, upon inspection, we determine there is no valid claim under the warranty you, the customer, must bear the cost of replacement and/or return of the product to yourself.

If an item / part is found to be faulty you may exercise your right as a consumer to reject the goods and your money will be refunded and we may offer a replacement. We cannot guarantee replacement or credit and a warranty repair may be given. You will only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to ourselves ("the warranty period"), subject to the following conditions outlined below and in the Manufacturer's Guarantee section:

In order to obtain performance under this warranty, you must:

- promptly give written notice of the defect to ourselves using the contact methods outlined below
- return the faulty product and/or part to ourselves accompanied by a detailed returns note quoting a
 returns number (allocated by the Hades Fire Protection Limited office), all according to the returns
 policy set out below.

We will only accept returns once agreed through correspondence with the customer and Hades Fire Protection Limited reserves the right to refuse an exchange if we deem that a product is damaged through extensive use as opposed to a manufacturing defect. In cases where a duplicate exchange may not be possible, then a store credit will be offered. This is agreed through liaisons between ourselves, Hades Fire Protection Limited and you, the customer.

A charge of 25% of invoice value or a minimum of £10.00 will be levied on unwanted, incorrectly ordered or duplicated goods. If you contact us before dispatch and correct any mistakes noted in your confirmation email we will not make these charges but, as we aim to dispatch goods to you as soon as possible after receipt of order, please ensure you check your Order Confirmation email promptly.

Please note, if you try to return an item that is not faulty and does conform to the contract, then Hades Fire Protection Limited does not deem this appropriate grounds for exchange and reserves the right to refuse the return and return the item to you if no correspondence or agreement has been made prior to us taking receipt of the return.

You must inform us within 7 days from receipt of the goods for a return number to be issued under this category and you will bear all costs of returning any goods under this category. All items to be returned must be in original packaging, undamaged and not used.



Hades Fire Protection Limited is not liable for any loss or damage to products returned for repair or credit unless we agree to repair or replace them under warranty and the Purchaser sends separate written advice to ourselves at the date of despatch and is not negligent in the packing, addressing or choice of transport for the products returned. The Purchaser agrees to pay for any loss, or extra cost incurred by Hades Fire Protection Limited through the Purchaser's instructions, or lack of instructions, or through failure, or delay in taking delivery, or through any act or default on the part of the Purchaser, its servants, agents or employees.

If the offer for a replacement of faulty goods is accepted, your cancellation rights will run for 7 working days from the day after the day you receive the replacement goods. Please see the Cancellation Policy section for details.

Please note, Hades Fire Protection Limited does not undertake repair at the customers site.

Manufacturer's Guarantee

You, the purchaser, acknowledges that Hades Fire Protection Limited will acquire goods from various sources. In these circumstances, you will only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to ourselves ("the warranty period"), subject to the following conditions:

- Hades Fire Protection Limited shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow either our or the manufacturer's instructions (whether oral or in writing) misuse or alteration or repair of the goods without Hades Fire Protection Limited approval
- Hades Fire Protection Limited shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the goods has not been paid by the due date for payment

Privacy Policy:

Hades Fire Protection Ltd does not disclose buyers' information to third parties under any circumstances. Cookies are used on this shopping site, but only to keep track of the contents of your shopping cart once you have selected an item. When you order products, Hades Fire Protection Ltd will collect your name, address, contact and payment details. We require this information so that we can process and dispatch your order as well as contact customers if there is a query with their order. We will not sell, distribute or lease your personal information to third parties unless we have your permission or are required by law.

Access to Web Site

There is no charge imposed by us for access to this web site, but you, the user, or the purchaser must pay the cost of the communications link you use to visit. Access to this web site may be suspended, restricted or terminated at any time, without notice.

Electronic communications

When you visit www.valuealarms.com or send e-mails to us, you are communicating with us electronically. We communicate with you via e-mail or by posting notices on the website. For contractual purposes, you consent to receive communications from us electronically and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

Pricing Policy:

Hades Fire Protection Limited reserves the right to alter the prices on any item at any time without prior notice. This may be due to fluctuation in currency exchange rates or an increase in production costs. All pricing changes are made at the discretion of Hades Fire Protection Limited and once made, are final. Contact us if you have any queries in regards to pricing changes.



Alteration of Service or Amendments to the Conditions

We reserve the right to make changes to our website, policies, and these Terms and Conditions of Sale at any time. You will be subject to the policies and conditions of these Conditions of Sale in force at the time that you use the website or that you order goods from us, unless any change to those policies or these conditions is required to be made by law or government authority (in which case it will apply to orders previously placed by you). If any of these conditions is deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any remaining condition.

Age Restrictions

Hades Fire Protection Limited will not supply any person less than 18 years of age.

Force Majeure

We shall have no liability to you for any failure or delay in supply or delivery or for any damage or defect to goods supplied or delivered hereunder that is caused by any event or circumstance beyond our reasonable control (including, without limitation, strikes, lockouts and other industrial disputes). If We are unable to perform our obligations by reason of any such force majeure event, then we shall give you notice in writing of the circumstances giving rise to it, and after a period of 3 months either of us shall have the right to terminate any order by giving notice in writing to the other without any liability except for sums accrued due under the Contract.

Disclaimer

Hades Fire Protection Limited accepts no responsibility for the information or practices presented in this web site or other information, practices or products of other parties linked to this web site and we assume no liability or responsibility for any errors or omissions in the content of our web site. To the extent permitted by law, Hades Fire Protection Limited / www.valuealarms.com shall not be liable for direct, indirect or consequential loss or damage arising out of the Services or Products sold from or referred to in this web site, or from the use or inability to use any of the information contained or accessed from this web site. Your dealings with such persons found via this web site are between the yourselves and such persons, and Hades Fire Protection Limited will not be liable for any indirect, direct, special, incidental, or consequential loss or damage arising out of your access to, or use of, this web site.

Termination

If either of us shall be in breach of our obligations under the order then the other may by 7 days notice in writing terminate the order. We shall be entitled to terminate the order immediately without notice if you shall enter into liquidation, receivership, administrative receivership or you make any arrangement or composition with creditors, or if you are an individual, any petition or receiving order in bankruptcy shall be presented or made against you.

If either of us shall terminate the order in accordance with its terms then such termination shall be without prejudice to our respective accrued rights and obligations.

Assignment

Any order is personal to you and / or your company and may not be assigned or otherwise transferred without our written consent.

Whole Agreement

No alteration or variation of these Terms and Conditions / Agreement shall have effect unless in writing and signed by you, the customer and a Director or the Company Secretary on behalf of Hades Fire Protection Limited.

Governing law and jurisdiction

The Contract shall be governed by the laws of England and Wales and the Customer agrees to submit to the non exclusive jurisdiction of the English Courts.



Contacting Us:

If you need to reach us for any reason, please use the following methods:

• email: <u>sales@valuealarms.com</u>

call: 0800 610 1151fax: 01795 500 295

address: (Value Alarms), Hades Fire Protection Ltd, 49a The Mall, Faversham, Kent ME13 8JW