

## Terms and Conditions

By purchasing or ordering the Goods and/or Services, you agree to be bound by the terms and conditions set out below. Before placing your order or making your purchase, if you have any questions relating to these Conditions please contact us via email at [info@choiceecigs.co.uk](mailto:info@choiceecigs.co.uk) or by calling us on 01380 698170/01985 988188.

## Rights and Obligations.

We reserve the right to modify the price or withdraw, some or all of the goods available. We also reserve the right to change or add to these Conditions from time to time.

## Orders

- Goods and Services are available only to individuals who we, in our absolute discretion, consider eligible. The eligibility criteria include, without limitation, those whose applications are acceptable to us and those who are residents in the UK. Age restricted products are only available to individuals who are 18 years old or over and we will conduct checks to ensure that this age criteria is met.
- Each order placed by you will be treated as an offer to purchase the Goods to which your order relates. The contract will only be completed when we dispatch the Goods or when we take any due payment from you (which includes debiting your payment method), whichever is the earlier.
- We may, at our own discretion, limit, restrict or reject any order you place at any time prior to the contract having been completed. Where this happens, we will attempt to contact you. We also reserve the right to limit or prohibit sales to dealers or to entities that we believe, in our sole discretion, are making use of the Goods or Services for profit.

## Price and Payment

- The price of the Goods or Services (if any) shall be the price of which we inform you prior to accepting your order. Prices include VAT at current rates unless stated otherwise.
- You confirm that any payment method you use is yours.
- Once your Goods have been collected and/or otherwise received by you, all risk of damage to, or loss of, the Goods shall pass to you.

## Cancellation, Returns and Exchanges

- In certain situations, we may be prepared to give you a refund or exchange for Goods if you change your mind. Our Returns and Exchange Policy allows you to return items within 14 days. Returned goods must be accompanied by receipt of purchase, e-liquid bottles must be returned with seals intact, and items of equipment must be returned unused.
- Goods and/or Services ordered online or over the phone only:
  - Consumers ordering Goods or Services at a distance (such as via telephone or online) have certain cancellation rights under the Consumer Contracts Regulations 2013.
  - You may cancel any order for Goods other at any time within 14 working days from the day after receiving your Goods.
  - You may cancel your order by calling us on 01380 698170/01985 988188 or emailing us at [info@choiceecigs.co.uk](mailto:info@choiceecigs.co.uk).
  - If you cancel an order for Goods, they must be returned to us within a reasonable period, complete (with any accessories, leads or other items provided with the Goods) and undamaged, with proof of purchase. Bottles of e-liquid must be returned with seals intact and items of equipment must be returned in an unused condition.
  - Unless collection of the Goods has been arranged, you must return the Goods by sending them to 16 Maryport Street, Devizes, SN10 1AH at your cost. It is your responsibility to ensure that the Goods are received by us and we recommend using Special Delivery or Signed For services where appropriate.
  - Where we have agreed to collect the Goods from you, you must ensure that they are available for collection at the time arranged.

- You shall be under a duty to take reasonable care of the Goods until received or collected by us and it is your responsibility to ensure that the Goods are not damaged whilst in transit using transport arranged by you.
- You are entitled to examine any Goods ordered as you would in a shop. However, if you use the Goods, you may lose your right to cancel your purchase. We reserve the right to charge you for the value of any Goods returned which have been used or damaged whilst in your possession, up to the full cost price of the Goods.
- If you cancel your order in accordance with the provisions of this Clause we will refund any sums paid by you in relation to your order (less our costs if we have to recover any Goods from you) within 30 days.

### **Your Personal Information**

- We may need to collect certain Personal Information to provide you with the Goods.
- You agree that we may use, update, share and process your Personal Information in accordance with our privacy policy. Our privacy policy is available in our Devizes and Warminster stores, online ([www.choiceecigs.co.uk](http://www.choiceecigs.co.uk)) and by emailing us at [info@choiceecigs.co.uk](mailto:info@choiceecigs.co.uk).
- If you would like us to tell you what information we hold about you please write to: The Data Protection Officer, Choice E-cigs, 16 Maryport Street, Devizes, SN10 1AH. Please include your full name, address and a copy ID with each request.

### **Limitation of Liability**

- We will not be liable for any loss or damage caused by us in circumstances where:
  - there is no breach of a legal duty of care owed to you by us; and/or
  - such loss or damage is not reasonably foreseeable.
- We will not be liable any loss or damage caused wholly or mainly by your breach of these Conditions.
- Our liability shall not in any event include losses related to any business of a customer including but not limited to lost data, lost profits or business interruption.
- Nothing in these Conditions shall:
  - exclude or limit our liability for death or personal injury resulting from our acts or omissions or those of our servants, agents or employees; or
  - limit your rights as a consumer under applicable UK law.
- Goods sold are to be used and maintained in accordance with the manufacturer's instructions; our liability shall not include loss or damage incurred by any operation that contravenes these instructions.
- The Goods, where new, are sold with the benefit of and subject to the terms set out in any warranty or guarantee given by the manufacturer of the Goods. This is in addition to your legal rights in relation to Goods which are faulty or which otherwise do not conform to the legally required standard.

### **Handling Complaints and Sending Notices**

- If you wish to make a complaint you may do so in the following way:
  - by calling 01380 698170/01985 988188.
  - in writing addressed to: Choice E-cigs, 16 Maryport Street, Devizes, SN10 1AH.
- Proof of sending does not guarantee our receipt of your notice. You must ensure that you have received an acknowledgement from us which should be retained by you.