



## **ONLINE TERMS AND CONDITIONS BETWEEN A BUSINESS AND CONSUMER**

These terms and conditions form the basis on which you can visit us and our website. Please read them carefully as they contain important information.

### **General terms and conditions**

This site is owned and operated by Firefly IT Solutions Ltd of Horizon Scotland, The Enterprise Park, Forres, Moray, IV36 2AB. If you have any queries about these terms and conditions or if you have any comments or complaints on or about our website, you can contact us at [info@fireflyits.com](mailto:info@fireflyits.com).

#### **1. The contract between us**

We must receive payment of the whole of the price for the goods that you order before your order can be accepted. Once payment has been received by us we will confirm that your order has been accepted by sending an email to you at the email address you provide in your order form. Our acceptance of your order brings into existence a legally binding contract between us.

#### **2. Ownership of rights**

All rights, including copyright, in this website are owned by or licensed to Firefly IT Solutions Ltd. Any use of this website or its contents, including copying or storing it or them in whole or part, other than for your own personal, non commercial use, is prohibited without our permission. You may not modify, distribute or repost anything on this website for any purpose.

#### **3. Accuracy of content**

We have taken care in the preparation of the content of this website, in particular to ensure that prices quoted are correct at the time of publishing and that all goods have been fairly described. However, orders will only be accepted if there are no material errors in the description of the goods or their prices as advertised on this website. Any weights, dimensions and capacities given about the goods are approximate only.

#### **4. Damage to your computer**

We try to ensure that this website is free from viruses or defects. However, we cannot guarantee that your use of this website or any websites accessible through it will not cause damage to your computer. It is your responsibility to ensure that the right equipment is available to use the website. Except in the case of negligence on our part, we will not be liable to any person for any loss or damage which may arise to computer equipment as a result of using this website.

[www.fireflyits.com](http://www.fireflyits.com)

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5. **Availability**

All orders are subject to acceptance and availability. If the Goods you have ordered are not available from stock, we will contact you by e-mail or phone (if you have given us details). You will have the option either to wait until the item is available from stock or to cancel your order.

6. **Ordering errors**

You are able to correct errors on your order up to the point on which you click on "submit" during the ordering process.

7. **Price**

The prices payable for goods that you order are as set out in our website. All prices are inclusive of VAT at the current rates and are correct at the time of entering information.

Wherever it is not possible to accept your order to buy goods of the specification and description at the price indicated, we will advise you by email, offer to sell you the goods of the specification and description at the price stated in the email and will state the period for which the offer or the price remains valid.

8. **Payment terms**

We will charge your credit account for payment upon receipt of your order unless delivery cannot be fulfilled within 30 days. We accept no liability if a delivery is delayed because you did not give us the correct payment details. If it is not possible to obtain full payment for the goods from your account then we can cancel the contract and or suspend any further deliveries to you. This does not affect any other rights we may have.

9. **Delivery charges**

Delivery charges vary according to the type of goods ordered.

10. **Delivery**

10.1 Our delivery charges are set out on the about page of our website.

10.2 Please note that we are only able to deliver to addresses within the United Kingdom.

10.3 We will deliver the goods to the address you specify for delivery in your order. It is important that this address is accurate. Please be precise about where you would like the goods left if you are out when we deliver. We cannot accept any liability for any loss or damage to the goods once they have been delivered in accordance with your delivery instructions (unless this is caused by our negligence). We will aim to deliver the goods by the date quoted for delivery but delivery times are not guaranteed. If delivery is delayed due to any cause beyond our reasonable control, the delivery date will be extended by a reasonable period and we will contact you to arrange an alternative time.

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10.4 You will become the owner of the goods you have ordered when they have been delivered to you. Once goods have been delivered to you they will be held at your own risk and we will not be liable for their loss or destruction.

**11. Risk and ownership**

Risk of damage to or loss of the goods passes to you at the time of delivery to you, or if you fail to take delivery at the agreed time, the time when we tried to deliver. You will only own the goods once they have been successfully delivered and when we have received cleared payment in full. Goods supplied are not for resale.

**12. Acknowledgement and acceptance of your order**

You will need to provide us with your e-mail address and we will notify you by e-mail as soon as possible to confirm receipt of your order and e-mail you again to confirm details. An acceptance of your order will take place on despatch of the good(s) ordered.

**13. Cancellation rights - Goods**

13.1 Under the Distance Selling Regulations you have the legal right to cancel your order within seven days of receipt of your goods (with the exception of any made to order items). You do not need to give us any reason for cancelling your contract nor will you have to pay any penalty. However, you will need to notify us if you wish to cancel your contract.

13.2 You cannot cancel your contract if the goods you have ordered are newspapers or magazines or if you have taken any audio or video recording or computer software out of the sealed package in which it was delivered to you.

13.3 If you have received the goods before you cancel your contract then unless, under clause 13.2, for which you do not have a right to cancel you must send the goods back to our contact address at your own cost and risk. If you cancel your contract but we have already processed the goods for delivery you must not unpack the goods when they are received by you and you must send the goods back to us at our contact address at your own cost and risk as soon as possible.

13.4 Once you have notified us that you are cancelling your contract, any sum debited to us from your credit card will be re-credited to your account as soon as possible and in any event within 30 days of your order PROVIDED THAT the goods in question are returned by you and received by us in the condition they were in when delivered to you. If you do not return the goods delivered to you or do not pay the costs of delivery, we will be entitled to deduct the direct costs of recovering the goods from the amount to be re-credited to you.

13.5 You will be re-credited for the costs incurred in returning faulty or unsatisfactory goods.

#### **14. Domains and hosting**

- 14.1 The domain name system and the practice of registering and administering domain names is continuously evolving, so this agreement may modify this document as necessary from time to time.
- 14.2 You represent that, to the best of Your knowledge and belief, neither this registration of a domain name nor the manner in which it is directly or indirectly to be used infringes the legal rights of a third party and, further, that the domain name is not being registered for nor shall it at any time whatsoever be used for any unlawful purpose whatsoever.
- 14.3 By registering or renewing a .uk top-level domain and agreeing to these terms & conditions, You agree that You have read and agree to the Nominet terms & conditions, If You are registering the domain for a third party, You warrant that the third party for whom you register the domain name have read and agree to the Nominet Terms & Conditions.
- 14.4 Your application will not be registered until we receive actual payment of the registration fee.
- 14.5 All fees must be prepaid and are non-refundable, in whole or in part, even if the domain name registration or hosting is suspended, cancelled or transferred prior to the end of the registration term.
- 14.6 In the event of a charge back by a credit card company or other payment provider authorised by Firefly IT Solutions Ltd, the domain name registration shall be transferred to Firefly IT Solutions Ltd as the paying entity for the registration. Firefly IT Solutions Ltd may reinstate Your domain name registration at its sole discretion upon its receipt of the registration or renewal fee and its then current reinstatement fee. The reinstatement fee is currently £100.
- 14.7 Cancellation for any on-going subscription based service must be received at least 30 days prior to any payment automatically occurring. This is to ensure that there is adequate time to cancel any automated billing process.
- 14.8 By registering a domain name through us you are responsible for ensuring that you are able to adhere to any guidelines laid down by relevant governing bodies and that you are not infringing on anyone else's copyright or Trademark.
- 14.9 If a subscription lapses then ownership of the domain shall fall to Firefly IT Solutions Ltd any hosting services shall be cancelled and any data held on them shall be removed.
- 14.10 It is the customer's responsibility to backup their own data, unless a specific backup option is available and is purchased by the customer.

#### **15. Cancellation by us**

- 15.1 We reserve the right to cancel the contract between us if:
  - 15.1.1 we have insufficient stock to deliver the goods you have ordered;
  - 15.1.2 we do not deliver to your area; or
  - 15.1.3 one or more of the goods you ordered was listed at an incorrect price due to a typographical error or an error in the pricing information received by us from our suppliers.
- 15.2 If we do cancel your contract we will notify you by e-mail and will re-credit to your account any sum deducted by us from your credit card as soon as possible but in any event within 30 days of your order.



## 16. Liability

- 16.1 If you do not receive goods ordered by you within 30 days of the date on which you ordered them, we will have no liability to you unless you notify us in writing at our contact address of the problem within 60 days of the date on which you ordered the goods (unless this is not reasonably practicable). If you notify a problem to us under this condition, our only obligation will be, at your option:
- 16.1.1 to make good any shortage or non-delivery;
  - 16.1.2 to replace or repair any goods that are damaged or defective; or
  - 16.1.3 to refund to you the amount paid by you for the goods in question in whatever way we choose.
- 16.2 Both parties shall only be liable under this contract for losses, which are a reasonably foreseeable consequence of the relevant breach of contract.
- 16.3 You must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase goods from our site. The importation or exportation of certain of our goods to you may be prohibited by certain national laws. We make no representation and accept no liability in respect of the export or import of the goods you purchase.
- 16.4 Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.

## 17. Notices

Unless otherwise expressly stated in these terms and conditions, all notices from you to us must be in writing and sent to our contact address at 9 Yeolland Park, Ivybridge, Devon, PL21 0YP and all notices from us to you will be displayed on our website from time to time.

## 18. Changes to legal notices

We reserve the right to change these terms and conditions from time to time and you should look through them as often as possible.

## 19. Law, jurisdiction and language

This website, any content contained therein and any contract brought into being as a result of usage of this website are governed by and construed in accordance with English law. Parties to any such contract agree to submit to the exclusive jurisdiction of the courts of England and Wales. All contracts are concluded in English.

## 20. Invalidity

[www.fireflyits.com](http://www.fireflyits.com)  
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If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

**21. Privacy**

You acknowledge and agree to be bound by the terms of our privacy policy.

**22. Third party rights**

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

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## **PRIVACY STATEMENT**

Firefly IT Solutions Ltd are committed to protecting the privacy of anyone using our site and the confidentiality of any information that you provide us with. The purpose of this statement is to set out how we use any personal information that we may obtain from you.

### **Data Protection Act 1988**

We are not registered under the Data Protection Act but will comply with the Act in all our dealings with your personal data.

### **Use and collection of personal information**

In general you can visit our website without telling us who you are and without revealing any information about yourself. If, however, you chose to contact us then we will keep a record of your name and email address for marketing purposes, however we shall not share this information with anyone else. If you wish us to remove your email address from our lists then email us at [info@fireflyits.com](mailto:info@fireflyits.com) to let us know.

We may use information that you provide:

- (a) To register you with our website and to administer it.
- (b) For assessment and analysis e.g. marketing, customer and product analysis, to enable us to review, develop and improve our services.

### **Cookies**

There is a technology called "cookies" which may be used by us to provide you with, for example, customised information from our website. A cookie is an element of data that a website can send to your browser which may then store it on your system. If you wish, you can usually adjust your browser so that your computer does not accept cookies. Please remember cookies do not contain confidential information such as your home address, telephone number or credit card details. We do not exchange cookies with any third party websites or external data suppliers.

### **Security**

We endeavour to take all reasonable steps to protect your personal information. However, we cannot guarantee the security of any data that you disclose online and we will not be responsible for any breach of security unless this is due to our negligence or wilful default.

### **General**

You have the right to see personal data (as defined under the Data Protection Act) that we keep about you upon receipt of a written request and payment of a fee of £10. Any request should be sent to:

Firefly IT Solutions Ltd of Horizon Scotland, The Enterprise Park, Forres, Moray, IV36 2AB.

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