

Terms and Conditions

1. Introduction

- 1.1 This website, www.tariam.co.uk is operated by Satellite Solutions Worldwide Limited.
- 1.2 These Terms will apply to all transactions with our company, whether ordering directly on this website, or ordering by post or by telephone.
- 1.3 Please read this document carefully and print it off or download it before placing your order. Occasionally we will update these Terms. The Terms published on the website at the time you place your order will apply, please read them each time you shop with us.

2. What the words actually mean

- 2.1 When the following words (in bold) are used in these Terms, this is what they will mean
 - **Contract:** the contract between You and Us, which included these Terms
 - **Delivery and Installation:** the delivery and installation services that we provide to you
 - **Goods:** your order for goods and delivery placed on the website
 - **Premises:** the place to where you ask us to deliver the goods
 - **Terms:** these Terms and Conditions which we will update occasionally. Any changes will take effect from the date they appear on the website and we will contact you to confirm these changes
 - **We/Us/Our:** Satellite Solutions Worldwide Ltd
 - **You/Your:** the person that places the order with us

3. How the order process works

- 3.1 By placing an order with us you are accepting these **Terms** as well as our Privacy Policy and the **Terms** of website use set out below.
- 3.2 Once you have placed your order we will acknowledge your order and confirm availability by e-mail as soon as possible. This is just to let you know that we have received your order and one of our agents will be processing this. It does not mean that we have legally accepted your order. Acceptance of your order and the completion of the **contract** will take place when we despatch the goods to your (or some of them if we are delivering instalments).
- 3.3 Certain goods have a minimum legal age limit. By placing your order you confirm that you are aged 18 or over. We reserve the right to carry out further checks to verify your age and if appropriate cancel your order.
- 3.4 Any goods, services or information displayed on this website should not be regarded as an offer, invitation, solicitation, advice or recommendation to buy a product or services on the website.
- 3.5 Certain pre-release orders or promotions have very specific **terms** and conditions, which will be shown on the description of the item. These are in addition to these **Terms** which will also still apply.

4. Product availability and website accuracy

- 4.1 We hold stock of most of our products but all orders are subject to availability and accordingly we can only deliver your goods whilst stocks last. In some cases an order will be placed directly with the manufacturer and will be subject to their availability.

- 4.2 If the goods are unavailable we will contact you by email or telephone and you will have the option to either wait until the goods are available, replace them with alternative goods or cancel your order.
- 4.3 Images of products on this website are for illustrative purposes only. Your goods may vary slightly from the image shown on the website and will not include any of the pictured accessories unless stated in the specification of the goods.
- 4.4 We have made every effort to display as accurately as possible the colours of our products that appear on this website. However, we cannot guarantee that your monitors display of any colour will accurately reflect the colour of the actual goods.
- 4.5 Whilst we try to be as accurate as possible, all sizes, weights and measurements quoted on this website are approximate.

5. Prices & Payments

- 5.1 We are continually reviewing the marketplace and regularly change our prices to remain competitive. The price you will pay will be the current price at the time you place your order with us. Promotional prices only apply during the period stated.
- 5.2 Charges for **delivery** and **installation** are not included in the price of the goods and will be payable in addition. The price will be clearly displayed on your order.
- 5.3 All prices quoted on our website are in the relevant currencies and include VAT at the current rate.
- 5.4 Whilst we always try to ensure the accuracy of the prices on our website, there will inevitably be rare occasions when we make a mistake. If we discover any errors in the price of goods before we confirm your order, we will notify you as soon as possible and give you the option to resubmit your order at the correct price, select alternative products or cancel your order.
- 5.5 You can pay for your order by Visa, MasterCard or Delta/Connect debit cards. Due to fluctuations in exchange rates, we do accept payment made by credit or debit cards from foreign banks.
- 5.6 We cannot accept cash or cheque on delivery.

6. Delivery & Installation

- 6.1 We can deliver and (where **installation** is specified) install anywhere in mainland Great Britain. We can also deliver and install all over Europe and will quote individual orders.
- 6.2 You will be provided with a **delivery** date and the relevant contact numbers when your order is confirmed. We may call you or send you an email to remind you of your **delivery** date.
- 6.3 Please allow enough time for your **goods** to be delivered before you organise to have them installed (unless we are also installing your **goods**). We will endeavour to deliver the **goods** on the date agreed however, all **delivery** dates and times are approximate and we shall not be liable for any losses, costs, damages, charges or expenses caused by any delay in delivering the **goods**.
- 6.4 Deliveries are booked on the condition that there is reasonable access for the safe and prompt **delivery** of the **goods**. You should tell us about any special **delivery** requirements or conditions when you place your order.
- 6.5 We will deliver the **goods** to the **premises** you specify. We will not deliver the **goods** to your **premises** unless there is someone present to accept them. We will ask you (or whoever is at the **premises**) to sign a **delivery** note. If someone else accepts **delivery** and signs our **delivery** note we will deem this to be acceptance from you.
- 6.6 **Delivery** does not include installation of the **goods**, unless specified on this website.
- 6.7 You should ensure that all manufacturer guidelines are complied with in the siting and use of the **goods**.
- 6.8 If you are not at home when we deliver the **goods**, we reserve the right to charge you an additional redelivery charge to bring them on another agreed date.
- 6.9 Products MUST be inspected upon **delivery** and refused if any damage is found. Failure to notify us of any visible damage may result in claims not being accepted after the item has been signed for. Any visible damage should be identified to the **delivery** personnel and noted on their **delivery** note at the time of

refusal. In most cases, any damage issue will be resolved by our Customer Services Team at the point of delivery.

- 6.10 It is your responsibility to ensure that you, or the person you have nominated to receive the delivery, have signed for the correct number of **goods** delivered.

6.11 You must not fit or use a product that is incorrect or different to that which was ordered. Failure to comply with this will deem that you have accepted the **goods** and you will be unable to return or replace them because they are incorrect or different to that which was ordered. Your statutory rights are not affected.

7. Changing your mind

7.1 You have the right to cancel your **contract** either before or up to seven working days after the **goods** are delivered, starting the day after the **goods** are delivered. This must be done in writing, via email, fax or letter to our contact details.

7.2 Should you choose to cancel the **contract**, the **goods** must be still new and unused.

7.3 If you cancel an order after the **goods** have been delivered, you will be charged the actual cost of collecting them. Because we may subsidise our deliver charge when we initially deliver the **goods** to you, the actual cost of collections may be more than you paid for the delivery. Please contact us to find out what this charge will be. This charge will generally be deducted from any refund that is due to you, or otherwise invoiced separately to you.

7.4 Where you cancel your order, we will refund your money on receipt of our **goods**.

7.5 When we receive the returned **goods**, we will inspect them to ensure all manuals, accessories, free items and any other components are within the returned package and that you have taken reasonable care of the **goods**. If we receive **goods** that you have not taken reasonable care of, we shall charge you a fee equivalent to the reduction in their value. If the **goods** have missing manuals, accessories, free items or any other components, we shall charge you the cost of these missing items. These costs will be deducted from any refund that is due to you.

8. Fault Items

8.1 All **goods** are covered by a manufacturer's warranty against faulty workmanship and materials, subject to the **terms** and conditions of that warranty.

8.2 The manufacturer's warranty is provided in addition to the rights that the law says you are a consumer and accordingly, your statutory rights are not affected.

8.3 If your **goods** do not work or appear not to be working correctly, please first check the manufacturer's instruction book to ensure that they have been installed and are being used correctly.

8.4 If your **goods** are faulty and you wish to make a claim under the manufacturer's warranty please refer to the warranty book that came with the **goods** or contact us for a repair/replacement.

8.5 An engineer may be called out to visit you to either repair your **goods** or arrange for an exchange. This will be free unless the engineer cannot find a fault with the **goods**, in which case you may be charged a call out fee.

8.6 If an exchange is necessary, this will be arranged without unreasonable delay and without charge.

8.7 You should always refer to the manufacturer's operating, care and maintenance instructions in relation to your **goods**.

9. Refunds

9.1 All refunds due for whatever reason (other than under the cancellation provisions set out in section 7 above) will be made within 30 days of collection of the product.

9.2 Any deductions applicable, such as collection charges, will be deducted from the refund due.

9.3 Refunds will be processed on the same card used for the original transaction.

10. Personal Data

10.1 We understand that your privacy is important to you. We will always comply with the Data Protection Act 1998.

10.2 Please see our Privacy Policy for details of exactly how we look after your personal data.

11. Liability

- 11.1 The products sold on this website have been designed to comply with all relevant UK legislation. We cannot warrant or represent that they comply with any legal requirement outside the UK.
- 11.2 There are certain things that we cannot limit or exclude our liability for (such as where we negligently cause personal injury or death) but for everything else, we will accept liability where we have failed to do what we have promised to do in the order, we have negligent (for instance by causing damage to your home or physical property) or we have caused you some other type of direct loss or damage.
- 11.3 We cannot accept liability for any consequential loss of profit or indirect losses.
- 11.4 There are lots of rights that the law says you are a consumer. Clearly, we are happy to honour all those rights, plus all those representations that are made about the **goods** on this website. Other than that, we exclude all other warranties (expressed or implied) to the extent permissible by law.

12. Terms of website use

- 12.1 We and our suppliers are the owners of the copyright, trademarks and all other intellectual property rights in the material and content of this website.
- 12.2 You may only use the material contained on this website for your own personal and non-commercial use.
- 12.3 You agree not to intentionally misuse this website.
- 12.4 The website may contain links to other websites unrelated to us. We are not responsible for the content or practises of these websites.

13. General

- 13.1 Sometimes, there might be things that we cannot control that may mean we are delayed in, or prevented from, delivering your **goods**. These might include things such as accidents, breakdowns, fire, floods, storms, acts of God, war, riot, civil commotions, malicious damage or the default of our suppliers. We will try to put things right as soon as we can but as you would expect, we cannot be responsible where this causes a delay or failure in delivering your **goods**. However, we will try to give you as much notice as possible.
- 13.2 The **contract** sets out everything we have agreed about **delivery** of the **goods** (and anything else mentioned in the **contract**) and supercedes any previous agreement we might have discussed or entered in relation to the **contract**. Because the **contract** contains everything we have both agreed, neither of us relies on any other statement, representation, warranty or understanding made during the discussions leading up to the order. As you would expect, this will not apply if either of us has been fraudulent.
- 13.3 If either of us decides not to enforce our rights (or we delay in doing so), that will not stop us from enforcing those rights at a later stage.
- 13.4 This **contract** is just between the two of us. Accordingly, nobody else has any rights under the contracts (Right of Third Parties) Act 1999 to enforce the **terms** of this **contract**.
- 13.5 The **goods** are only intended for normal domestic, industrial and commercial use by you as a consumer and not for resale.
- 13.6 If either of us wants to change any part of the **contract**, then we will have to ask the other one and note down any agreed change in writing.
- 13.7 Because your **premises** are in the United Kingdom and we are based in the United Kingdom, this **contract** is covered by English law. In the highly unlikely event of any court action relating to the **contract**, we have both agreed that this should take place in the English Courts.
- 13.8 This website is operated by Satellite Solutions Worldwide Ltd, which has its registered office at 97 Meneage Street, Helston, Cornwall, TR13 8RE. We are registered in England and Wales with company number 6759661. Our VAT number is GB 944588282.