

JDC (Delectable Collectibles) – J.Finnigan Sole Trader.

Terms of Business and Conditions of Sale

1. GENERAL All orders are accepted and goods supplied subject to our current prices and the following terms and conditions. These conditions may not be modified or varied unless JDC or the proprietor agree to this in writing and only then with an endorsed signature of the proprietor of the company.

2. PRICES JDC are not VAT registered, and all prices quoted will be the price charged. Where JDC is required to pay VAT on goods to be supplied to a customer, the cost will be passed on direct to the customer. Whilst every endeavour will be made to maintain the prices quoted, JDC reserves the right to effect changes without prior notice in order to cover extra costs incurred as a result of the cancellation, alteration, postponement or re-scheduling of orders.

3. AVAILABILITY JDC will use its best endeavours to deliver by the date specified but shall be under no liability whatsoever for the delay or the consequence thereof however caused.

4. SUPPLY OF GOODS JDC reserves the right to cease or suspend the supply of goods or services in its absolute discretion when:-

- (a) the account is overdue
- (b) and furthermore when in the sellers absolute discretion the seller has doubts, howsoever arising about the continued credit-worthiness of the purchaser.

5. CHANGE OF PRODUCT SPECIFICATION We reserve the right without prior notice to discontinue any product or to make design changes which we believe are necessary.

6. DELIVERY We will use our best endeavours to meet delivery requirements but will not be liable for failure to do so and failure to meet a delivery date shall not prejudice any contract with regards to further deliveries.

7. ITEM DISPATCH No item will be dispatched until full payment has been received, and all funds cleared to a JDC account.

Items are only dispatched using a 'signed for' service:

UK Deliveries – Items are dispatched via 1st Class Recorded Delivery.

International Delivery – Items are dispatched via International Signed For.

8. BREAKAGES DURING TRANSIT If an item has been found to have been damaged during transit, notification should be made to JDC as soon as possible. The original packaging should be kept, and digital photographs of the damaged item, and the packaging sent to JDC.

A refund for the cost of the item may be payable at the discretion of JDC.

9. TECHNICAL ADVICE No liability shall result from goods that have been used by the Customer in any way at variance with instructions from JDC. Any technical advice or service given by JDC shall not amount to a warranty as to fitness for any purpose other than in accordance with the manufacturers specifications.

10. PAYMENT TERMS

UK Customers – Cheques & postal orders are only accepted from within the UK, unless written authorisation from JDC is provided. Cheques and postal orders should be made out to JDC and should be crossed.

All locations – PayPal is also accepted as a method for payment.

11. OWNERSHIP Ownership in the goods shall remain with the Seller until such time as the Purchaser has paid in full all that it owes to the Seller including the full cost outstanding of any other goods, the subject of any other contract, delivery or instalment.

12. SHORTAGES Shortages must be notified both to ourselves and the Carrier where applicable within three days of receipt of goods or in cases of non-delivery, as soon as possible, but no later than 14 days after receipt of invoice.

13. RETURNS If you decide you do not want to keep an item(s), you have the right to cancel the sale agreement. You must notify JDC of your decision to cancel within 7 days of receipt of the item(s) in writing or by email.

To ensure you know the cancellation order has been received, it is advisable to either use recorded delivery, or utilising the 'Request Read Receipt' option for email.

You should then take reasonable care to ensure the goods are returned to JDC in the condition that they were received.

This includes using suitable packaging and delivery method to guard against accidental loss or breakage, and ensure proof of receipt by JDC.

This is as much to protect you as the buyer, as well as JDC, to ensure that no issues arise over breakage or loss of item in transit.

Any costs incurred in the return of the item (packaging / postage etc) will be the responsibility of the person returning the item and will only be refunded at the discretion of JDC.

Refunds will be restricted to the item cost, including any postage & packing paid for dispatch from JDC.

Refunds will in most circumstances be made using the same method by which the payment was received (Paypal etc)

Please note, that if the item is not received in the condition it was dispatched from JDC, it may reduce the value of your refund.

14. GUARANTEES AND WARRANTIES We guarantee that subject to the conditions in clause 15:

(a) New items - we will replace goods manufactured or sold by JDC or repair the same or refund the purchase price for a period of twelve months from the date of despatch for any items with defects caused by faulty materials or workmanship.

(b) Used / Second Hand Items – No warranties or guarantees are offered on second hand items.

15. REMEDIES AND DAMAGES JDC shall not incur any liability under the above warranty unless:

(a) JDC is promptly notified in writing upon discovery by the Customer that such goods do not conform to the warranty, and the appropriate invoice number / delivery note number and date of purchase information is supplied.

(b) the alleged defective goods are returned to JDC carriage prepaid.

(c) examination by JDC of the goods shall confirm that the alleged defect exists and has not been caused by misuse, neglect, method of storage, faulty installation, handling, testing or repair, or by alteration or accident.

JDC liability on new items shall be limited to replacing, repairing or issuing credits at its option for any goods returned within 12 months from the date of despatch.

JDC shall not be liable for incidental or consequential damages for any non compliance with the requirements set out above including, but not limited to costs or removal and re-installation of goods, loss of goodwill, loss of profits or use. If these requirements are not complied with, our guarantee shall not apply and we shall be discharged from all liability arising from the supply of the defective goods.

No liability will be accepted on any second hand / used item supplied by JDC after receipt of the item by the customer.

16. QUOTATIONS Quotations are dated and are valid for 30 days from that date, unless otherwise stated.

17. PATENTS AND COPYRIGHT Products offered for sale by JDC may be the subject of patents or other such protective devices. We maintain full copyright in respect of our publications. No part of them may be reproduced, transmitted or stored in retrieval systems in any form without our prior permission.

18. LAW All contracts entered into by/with JDC shall be determined in accordance with English Law, and any disputes relating thereto shall be submitted to the exclusive jurisdiction of the Courts of England and Wales.

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