

Terms and Conditions

Last Updated: 11th November 2009

Welcome to the **Whoosh Fireworks** website. Whoosh Fireworks and Yorkshire Fireworks are trading names of Galaxa Ltd.

Please take a few minutes to review these Terms and Conditions. Your purchase of products from us constitutes your agreement to follow these Terms and Conditions and to be bound by them.

Please also read our Privacy Policy regarding personal information provided by you.

Before placing an order, if you have any queries relating to these Terms and Conditions, please email us at sales@YorkshireFireworks.co.uk

These Terms and Conditions May Change

Galaxa Ltd reserves the right to update or modify these Terms and Conditions at any time without prior notice. For this reason, we encourage you to review these Terms and Conditions whenever you purchase products from us or use our Web Site.

Changes will apply to any subsequent orders received but once your order has been confirmed, we will not be able to make any changes.

Customer Charter

We promise that for any item you purchase from our website:

- We have the right to sell the item to you;
- The item will correspond with the description we have given; and
- The item will be of very good quality.

We also promise that any service we provide to you will be provided with reasonable skill and care.

Product Information

We have made every effort to display as accurately as possible the products that appear on the website. All sizes and measurements are approximate; however we do make every effort to ensure they are as accurate as possible.

We will take all reasonable care to ensure that all details, descriptions and prices of items appearing on the website are correct at the time when the relevant information was entered onto the system. We reserve the right to refuse orders where product information has been incorrectly published, including prices and special offers.

Prices are subject to change without notice. Prices are shown in £ Sterling.

Goods are subject to availability. As there is a delay between the time when the order is placed and the time when the order is accepted, the stock position relating to particular products may change. If an item you have ordered becomes out of stock before we accept the order we shall notify you as soon as possible and you will not be charged for the out of stock items and you may cancel the entire order without charge. Substitute goods will not be supplied if the order is out of stock or unavailable.

Purchase of Products

When you place an order on our website we give you an Order Reference Number and details of the products you have ordered and we will send the same details to you in an email. We will send you a second email to confirm process of your order. Acceptance of your order and the creation of a legally binding contract between us will only occur when we send you the second e-mail.

Any discounts triggered by the entry of a promotional code will be applied when the order is accepted and will be detailed on the invoice.

We reserve the right to refuse an order. Non-acceptance of an order may, for example, result from one of the following:

- The item ordered being unavailable from stock
- Our inability to obtain authorisation of payment
- The identification of an error within the item information, including price or promotion

If there are any problems with your order we shall contact you.

We will take all reasonable care, in so far as it is within our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part we cannot be held liable for any loss you may suffer if a third party procures unauthorised access to any data you provide when accessing or ordering from the website.

You may cancel your order in accordance with your rights under the Distance Selling Regulations.

Delivery

Deliveries will only be made to **addresses within Mainland UK** will be at the advertised prices.

Should delivery be refused at the delivery address and re-requested for another date, we may make an additional charge for the second delivery. You should notify us of shortages within seven days of delivery.

We use all reasonable endeavours to ensure that delivery is made around the delivery time advised, but delays to deliveries may be beyond our control. Incorrect delivery address details may cause delays in delivery, so please ensure that you have included full delivery address details, including accurate postcode and your daytime contact telephone numbers and e-mail address so we can notify you in the event of a delivery delay.

We endeavour to deliver within 30 days of order confirmation unless agreed otherwise, but do not accept liability for any failure to deliver within that time. Orders received on Saturdays, Sundays or public holidays and orders received after 1pm on weekdays, will be processed the next working day.

Price and Payment Options

We accept Visa, Visa Delta, Visa Electron, Maestro, Solo, and MasterCard cards. We also accept PayPal.

Your credit/debit card will be charged when your order is confirmed. Your PayPal payment will be taken when your order is placed.

All prices are shown in £ Sterling and are correct at the time of entering the information on to the system. The total cost of the order is the price of the items ordered plus the delivery charge.

Customer Discount Code Offers ("Discounts")

Where you use a valid promotional code we have issued in conjunction with your purchase, the following additional Terms and Conditions apply:

- Discounts will only be available on order values over the amount stated in the offer.
- Discounts are only valid until the date published.
- Discounts are ONLY redeemable for purchases made on this website (YorkshireFireworks.co.uk)
- Only one Discount may be used per customer per transaction.
- We reserve the right to end any Discounts at any time including prior to the advertised end date without notice.

Credit Card Validation

All credit/debit cardholders are subject to validation checks and authorisation by the card issuer. If the issuer of your payment card refuses to, or does not for any reason, authorise payment then you will be notified of this.

In assessing your request for goods or services, we may use your information for the purposes of the prevention and detection of fraud. Your credit/debit card details are not stored on our system. We are compliant with the Payment Card Industry Data Security Standard (PCI) and ensure that your details remain secure throughout the transaction process.

Cancellation

The Distance Selling Regulations give you an unconditional right to cancel an order. This is to allow you the opportunity to examine the item or items you have purchased.

To cancel your order you must give us written notice within seven working days from the day after that on which the item or items are received by you. Written notice may be by letter or email. Our contact details are given below.

If you cancel your order you must ensure that reasonable care is taken of any items received and you must return them to us at your expense. We will refund the price paid for the goods and the original delivery charge to your original method of payment as soon as possible and, at the latest, within 30 days of receiving the written notice of cancellation. If we agree to collect the goods you will be charged the direct cost of return.

The goods should be returned to us within seven days.

Return & Refund

We guarantee to refund the price paid and the original delivery charges for any item you are not completely happy with when you return it to us within the 7-day cooling-off period.

If we have made a mistake on an item sent to you or it is faulty, damaged, of unsatisfactory quality or unfit for purpose, we will refund the delivery charges you have paid to receive that item unless it was sent to you with other items which you are not returning. We will arrange collection of the goods at our cost or reimburse your reasonable costs of return.

If you are returning an item for any other reason you must pay the costs of returning the item to us.

Any item you intend to return must be kept in good condition whilst in your possession and is best returned with the same packaging as it was delivered. You must take care to ensure that returned items are repackaged correctly so as to avoid damage or loss in transit.

The goods should be returned to us within 7 days.

We will not accept return of an item if it has been altered in any way that could be deemed as you using or treating the item as your own.

Refunds will be credited to your original method of payment as soon as possible and in any case within 30 days at the latest.

Details of our returns policy will also be sent to you with your order confirmation email.

Statutory Rights

Your UK statutory rights are not affected by our returns policy.

General

For further details regarding the use of data supplied by you, please see our Privacy Policy.

We shall not be liable to any person for any loss or damage, which may arise from the use of any of the information contained in any of the materials on this website.

All rights, including copyright, in this website are owned by or licensed to Galaxa Ltd. Any use of the site 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 the permission of Galaxa Ltd.

We have taken every care in the preparation of the content of this website. To the extent permitted by applicable law, and save as otherwise specified by us, we disclaim all warranties, express or implied, as to the accuracy of the information contained in any of the materials on this website or service provided through it. If we are liable to you for any reason, our liability will be limited to the amount paid by you for the Product concerned.

Certain links in this site will lead to websites that are hosted by our partners or other providers. When you activate any of these you will leave our website and we have no control over, and will accept no responsibility or liability in respect of, the material on any website which is not under our control.

The limitations and exclusions in this clause do not affect your non-excludable statutory rights and only apply to the extent permissible by applicable law. These exclusions of liability shall not apply to any damages arising from death or personal injury caused by our negligence.

These Terms and Conditions shall be governed by and construed in accordance with English Law and it is agreed that the English courts shall have exclusive jurisdiction in the event of a dispute. If any terms shall be unlawful, void or for any reason unenforceable then that provision shall be deemed severed and shall not affect the validity and enforceability of the remaining provisions.

We may assign, transfer, novate or subcontract any or all of our rights and obligations under these Terms and Conditions at any time.

Complaints

If you have a complaint then we really want to know about it so that we can try to resolve it, please contact our Customer Services Director at the address below or email complaints@YorkshireFireworks.co.uk

Contact Us

If your query relates to an order or feedback regarding this site then call us between 9am and 5pm Monday - Friday (excluding UK bank holidays):

UK customers: 0845 643 0251

Alternatively email us at sales@YorkshireFireworks.co.uk.

This website is owned and operated by:

Galaxa Ltd.

Registered in England Company No. 04047724

Registered address: 29 Kingswood Drive, Leeds, LS8 2BQ