

INTERNET CONNECTIVITY SOLUTION SALES TERMS AND CONDITIONS (B2C)

Background:

These Terms and Conditions are the standard terms for the sale of goods to consumers by Slingshot Six Limited, a private limited company registered in England under number 09575325, whose registered office is at Devon Cottage, Alphington Road, Exeter, Devon, England, EX2 8NA (“**We/Us/Our**”). Our VAT Number is GB 219437107

1. The Contract

1.1 These Terms and Conditions govern the sale of goods by Us and will form the basis of the Contract between Us and you. Before making your Order, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask Us for clarification

1.2 Nothing provided by Us including, but not limited to, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at Our discretion, accept

1.3 A legally binding contract between Us and you will be created upon Our acceptance of your Order, indicated by Our Order Confirmation. Order Confirmations will be provided in writing

1.4 We shall ensure that the following information is given or made available to you prior to the formation of the Contract between Us and you, save for where such information is already apparent from the context of the transaction:

1.4.1 The main characteristics of the goods which are to be supplied by Us to you as specified in your order (and confirmed in Our order confirmation) (the “**Goods**”);

1.4.2 Our identity and contact details;

1.4.3 The total price payable for the Goods including taxes;

1.4.4 Where applicable, all additional delivery charges or, where such charges cannot be calculated in advance, the manner in which they will be calculated;

1.4.5 Where applicable, the arrangements for payment, delivery and the time by which We undertake to deliver the Goods;

1.4.6 Where applicable, details of after-sales services and complaints handling policy;

1.4.7 Where applicable, the functionality, including appropriate technical protection measures, of digital content; and

1.4.8 Where applicable, any relevant compatibility of digital content with hardware and software that We are aware of or might reasonably be expected to be aware of.

1.5 Any reference to “Goods” in these Terms and Conditions shall include any instalment and

configuration of the Goods by the Seller.

2. Description and Specification of Goods

2.1 We have made every reasonable effort to ensure that the Goods conform to illustrations, photographs and descriptions provided in Our sales and marketing literature and descriptions provided by Our salespeople. We cannot, however, guarantee that all descriptions, illustrations and/or photographs will be precisely accurate

2.2 If you receive any Goods that do not conform to the Contract, please refer to Clause 6

2.3 If We find, or are made aware of, any typographical, clerical or other accidental errors or omissions in any sales and marketing literature, price lists or any other documents We will make every reasonable effort to correct such errors or omissions as soon as is reasonably possible. If, as a result of any such error or omission, you have received the wrong Goods, you may return those Goods to Us as provided in Clause 6. If, as a result of any such error or omission, you have paid too much, We will refund the excess paid for the Goods

2.4 We reserve the right to make any changes in the specification of the Goods that may be required to conform to any applicable safety or other legal or regulatory requirements without notice

3. Orders

3.1 All Orders for Goods made by you will be subject to these Terms and Conditions

3.2 You may change your Order at any time before We despatch the Goods by contacting Us. If your Order is changed We will inform you of any change to the price in writing

3.3 You may cancel your Order at any time before We despatch the Goods by contacting Us. If you have already paid for the Goods under Clause 4, the payment will be refunded without undue delay

3.4 We may cancel your Order at any time before We despatch the Goods in the following circumstances:

3.4.1 The Goods are no longer in stock and We are unable to re-stock (if, for example, the Goods are discontinued); or

3.4.2 An event outside of Our control continues for more than 3 months (please see Clause 10 for events outside of Our control)

3.5 If We cancel your Order under sub-Clause 3.4 and you have already paid for the Goods, the payment will be refunded to you without undue delay

4. Price and Payment

4.1 The price of the Goods will be that shown in Our price list in force at the time of your

order. If the price shown in your order differs from Our current price We will inform you upon receipt of your Order

4.2 If We quote a special offer price which is different to the price shown in Our current price list, the special offer price will be valid for 30 days or, if it is part of an advertised special offer, for the period shown in the advertisement

4.3 Our prices may change at any time but these changes will not affect any orders that We have already accepted

4.4 All prices include VAT and exclude the cost of delivery. Delivery costs will be added on to the final sum due

4.5 All payments for Goods must be made in advance before We can despatch the Goods to you

4.6 We accept the following methods of payment: BACS payment

4.7 If you do not make payment to Us by the due date We may charge you interest on the overdue sum at the rate of 4 % per annum above the base lending rate of the Bank of England from time to time. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgment. You must pay any interest due when paying an overdue sum

4.8 The provisions of sub-Clause 4.7 will not apply if you have promptly contacted Us to dispute an invoice in good faith. No interest will accrue while such a dispute is on-going

5. Delivery

5.1 Please note that delivery is currently only possible within the United Kingdom

5.2 When We provide you with an order confirmation, We will provide an estimated delivery date. Please note that estimated delivery dates may vary according to the availability of Goods, your location, and circumstances beyond Our control. Unless agreed otherwise, the Goods will be delivered without undue delay and in any case no later than 30 calendar days after the date on which the Contract is formed

5.3 Delivery will be deemed to have taken place when the Goods have been delivered to the delivery address indicated in your Order and you (or someone identified by you) have taken physical possession of the Goods

5.4 If for any reason We are unable to deliver the Goods at your chosen delivery address, We will leave a note informing you that the Goods have been returned to Our premises, requesting that you contact Us to arrange re-delivery

5.5 The responsibility (sometimes referred to as the "risk") for the Goods remains with Us until delivery is complete as defined in sub-Clause 5.3 at which point it will pass to you

5.6 You own the Goods once We have received payment in full for them

5.7 Please note carefully the following:

5.7.1 If We refuse to deliver the Goods, you may treat the Contract as being at an end and We will reimburse you without undue delay

5.7.2 If you have told Us that delivery within the agreed time period or at the agreed time was essential and We fail to deliver, you may treat the Contract as being at an end and We will reimburse you without undue delay

5.8 If any of the events in sub-Clause 5.7 occur you may, instead of treating the Contract as being at an end, specify a new delivery time or time period. If We continue to fail to deliver the Goods, you may treat the Contract as being at an end and We will reimburse you without undue delay

5.9 If, despite the events in sub-Clause 5.7 and 5.8, you choose not to treat the Contract as being at an end, your right to cancel your order or to reject the Goods will be unaffected. If you do so, We will reimburse you without undue delay

6. Faulty, Damaged or Incorrect Goods

6.1 By law, We must provide goods that are of satisfactory quality, fit for purpose, as described at the time of purchase, in accordance with any pre-contract information We have provided, and that match any samples or models that you have seen or examined (unless We have made you aware of any differences). If any Goods you have purchased do not comply and, for example, have faults or are damaged when you receive them, or if you receive incorrect Goods, please contact Us as soon as reasonably possible to inform Us of the fault, damage or error, and to arrange for a refund, repair or replacement

6.2 Beginning on the day that you receive the Goods (and ownership of them) you have a 30 calendar day right to reject the Goods and to receive a full refund if they do not conform as stated above. Alternatively, you may request a repair of the Goods or a replacement. We will bear any associated costs and will carry out the repair or replacement within a reasonable time and without significant inconvenience to you. In certain circumstances, where a repair or replacement is impossible or otherwise disproportionate, We may instead offer you a full refund

6.3 Please note that you will not be eligible to claim under this Clause 6 if We informed you of any faults, damage or other problems with the Goods before your purchase of them; if you have purchased the Goods for an unsuitable purpose that is neither obvious nor made known to Us and the problem has resulted from your use of the Goods for that purpose; or if the problem is the result of normal wear and tear, misuse or intentional or careless damage. Please also note that you may not return Goods to Us under this Clause 6 merely because you have changed your mind. Please refer to Clause 7 for details of what to do if you change

your mind

6.4 To return Goods to Us for any reason under this Clause 6, you may do so in person during Our business hours of Monday to Friday between 9am and 5pm, or you may return them to Us by post or another suitable delivery choice. We will be fully responsible for the costs of returning Goods under this Clause 6

6.5 Refunds (whether full or partial, including reductions in price) under this Clause 6 will include all delivery costs paid by you when the Goods were originally purchased and will be issued within 14 calendar days of the day on which We agree that you are entitled to the refund

7. Returning Goods If You Change Your Mind

7.1 If you are a consumer in the European Union, you have a legal right to a “cooling-off” period within which you can cancel the Contract for any reason. This period begins once We have sent you your order confirmation. You may also cancel for any reason before We send the order confirmation

7.2 If you wish to exercise your right to cancel under this Clause 7, you must inform Us of your decision within the cooling-off period

7.3 All Goods must be returned to Us under this Clause 7 in their original condition, in their original, un-opened packaging, accompanied by proof of purchase

7.4 Please ensure that you return Goods to Us no more than 14 calendar days after the day on which you have informed Us that you wish to cancel under this Clause 7

7.5 You may return Goods to Us via the methods indicated in sub-Clause 6.4. You are solely responsible for the cost of returning Goods to Us under this Clause 7

7.6 Refunds or replacements will be issued to you without undue delay

8. Your Obligations

8.1 You agree, where necessary, to:

8.1.1 provide free and safe access to your premises as deemed necessary by Us to fulfil the Contract

8.1.2 furnish Us promptly upon receipt of a request such information as We may reasonably require for the provision of the Goods; and

8.1.3 ensure the accuracy and validity of all data and technical information provided to Us

8.2 You additionally agree not to yourself nor permit or induce others to modify, reverse engineer, decompile, decode, decrypt or disassemble the Goods (or any part of them) or otherwise attempt to derive their source code or techniques, processes, algorithms, know-how or other information pertaining to them or any part thereof (except to the extent

enforcement of the foregoing is prohibited by applicable law), nor remove, circumvent, disable, damage or otherwise interfere with security-related features of the Goods that prevent or restrict use or copying of any content accessible through the Goods or that otherwise enforce limitations on the Goods

9. Our Liability

9.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence (including that of Our employees, agents or sub-contractors). Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by you and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable

9.2 We make no warranty or representation that the Goods are fit for commercial, business or industrial use of any kind (including resale). By making your Order, you agree that you will not use the Goods for such purposes. We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity

9.3 Nothing in these Terms and Conditions seeks to exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation

9.4 Nothing in these Terms and Conditions seeks to exclude or limit Your legal rights as a consumer. For more details of Your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office

10. Events Outside of Our Control (Force Majeure)

10.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control

10.2 If any event described under this Clause 10 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:

10.2.1 We will inform you as soon as is reasonably possible

10.2.2 Our obligations under these Terms and Conditions will be suspended and any time limits that We are bound by will be extended accordingly;

10.2.3 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Goods as necessary;

10.2.4 If the event outside of Our control continues for more than 3 months We will cancel the Contract and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible;

10.2.5 If an event outside of Our control occurs and you wish to cancel the Contract, you may do so in accordance with your right to cancel under sub-Clause 3.3 above

11. Communication and Contact Details

We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint. If you wish to contact Us (with general feedback, complaints or otherwise), you may do so in writing at the address stated at the beginning of this document, by telephone at 01392 690 541 or by email at customerservices@slingshot6.com

12. How We Use Your Personal Information (Data Protection)

12.1 All personal information that We may collect (your name and address, email address, telephone number and IP address) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 ('DPA') and the General Data Protection Regulation (EU Regulation 2016/679) ('GDPR') and your rights thereunder. We follow our privacy policy in handling information about you. A copy is available from from the Company website at <https://www.slingshot6.com/legal>. A copy of our data protection policy is also available from the Company website at <https://www.slingshot6.com/legal>.

12.2 You consent to us collecting, storing and using your personal information to

12.2.1 Provide Our Goods and services to you;

12.2.2 Process your payment for the Goods; and

12.2.3 Inform you of new products and services available from Us. You may request that We stop sending you this information at any time by emailing us at customerservices@slingshot6.com

12.3 We do not store your personal information for any longer than is necessary for us to comply with our obligations under these Terms and Conditions and in any event for no longer than 6 years after which it will be securely destroyed . IP addresses will be deleted 12 months after Our contract with you ceases

12.4 In certain circumstances (if, for example, you wish to purchase Goods on credit), and with your express written consent, We may pass your personal information on to credit

reference agencies. These agencies are also bound by the DPA and the GDPR and should use and hold your personal information accordingly

12.5 We will not pass on your personal information to any other third parties without first obtaining your express permission

13. Other Important Terms

13.1 We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs you will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms will be transferred to the third party who will remain bound by them

13.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission

13.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions

13.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable

13.5 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision

14. Governing Law and Jurisdiction

14.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by and construed in accordance with English law

14.2 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales