



# Chillchaser® Online Retail Terms and Conditions of Sale, Privacy and Cookies Policy.

Chillchaser® is a Registered Trade Mark licensed to the ChillChaser Ltd. All orders are accepted by ChillChaser Ltd hereby known as Chillchaser® below, subject to the Terms & Conditions of Sale set out below:

## General

All orders for products from Chillchaser® are accepted by Chillchaser® subject to the terms and conditions of sale. No other terms will apply to the supply of goods from Chillchaser® unless agreed in writing by an authorized signatory of Chillchaser®.

## Ordering

Chillchaser® reserves the right to decline to trade with any company or person, unless agreed in writing by way of contract between Chillchaser® & the Customer by an authorized signatory of Chillchaser®. In addition, Chillchaser® may decline to accept any order, whether or not payment has been received unless agreed in writing by way of contract between Chillchaser® and the Customer by an authorized signatory of Chillchaser®, by giving notice of non-acceptance to the Customer by facsimile or telephone within 48 hours (excluding weekends and public holidays) of receipt by Chillchaser® of the order. If Chillchaser® declines to accept an order where payment has been received, Chillchaser® will refund the payment within 5 working days.

## Prices

The prices quoted are subject to alteration by Chillchaser® at any time. Where the price quoted changes after you place an order for the relevant item of stock but before the order is confirmed by Chillchaser®, Chillchaser® will notify you of the new price and invite you to reorder the item of stock at the new price.

The price of the goods you order will be as shown on our website at the time you place your order. Any additional charges, such as any applicable delivery costs will be clearly stated when you proceed to 'Checkout' your online shopping basket, this will allow you to view your total order before entering your payment details.

## Payment

You must pay for your Order before it is delivered and you can do so by PayPal, credit card, debit card, cheque, or by bank transfer. For deliveries outside the UK you must pay by TT, PayPal or credit card. For our Bank Details please call +44 1358 722224 or email [info@chillchaser.co.uk](mailto:info@chillchaser.co.uk)

## Credit Card

Orders may only be processed online, (currently VISA, MasterCard, American Express, Delta and Switch/Solo). We aim to debit money from your account within one working day after receiving your Order. If your delivery address is outside the UK and you order online you must pay by credit card. TT payments may take a few days to come into our account resulting in dispatch delays. To ensure that shopping online is secure, your credit/debit

card details will be encrypted to minimize the possibility of someone being able to read them as they are sent over the Internet. Your credit card company may also do security checks to confirm it is you making the Order. All Order details and invoices will be sent to the credit card billing address and not the delivery address where the named recipient of the Order differs. Chillchaser® will send an email to the cardholder no later than two days after receipt, confirming the order and that if the goods are not immediately available, Chillchaser® will immediately inform you of the expected delivery times. Please retain a copy of their transaction receipt. Your URL must be displayed on the transaction receipt For example "Purchases will appear on your card statement as Chillchaser®".

## **Delivery**

Chillchaser® delivers to destinations inside and outside the UK. We have partnered with some of the best UK courier networks to ensure a safe, reliable and quick delivery from our "factory floor to your door" Because of the fragile nature of some of our products we may have to use specialist couriers for extra safety during transit and pay a premium for this service.

### **FOR UK ORDERS**

You will be notified of the delivery costs automatically before you submit your credit card details. For more information about our delivery charges for dispatches to UK addresses call us. Delivery outside the EU varies considerably and we advise calling our helpline +44 1358 722224 to check delivery costs before completing the order. Also the goods may be subject to local import taxes, which are your responsibility where they apply. If so, the shipping company should contact you by telephone once your Products are in customs to let you know the charge due or else you should consult your local customs office. Unfortunately we cannot advise you what these charges will be and Chillchaser® is not responsible for them. Chillchaser® offers Standard Delivery (2-3 days) and Express Delivery (next working day via courier). Please see the Checkout page for details on these services. Each Product has a link on the product page stating the estimated delivery time for that Product and you should refer to these for more details about delivery times. Orders generally are dispatched either by Royal Mail (1st Class) or by another Courier such as FedEx or UPS. Our couriers require a signature and generally operate between 9am and 5pm on weekdays only, so please specify an address where someone will be able to sign for your Products between these hours. We can offer in some cases a Saturday delivery by FedEx or UPS at extra charge. We will make every effort to deliver within the time stated on our online shop or EBay but we will not be liable for any loss caused to you by late delivery. If the Products are not delivered within the estimated delivery time which we quote, please contact us by telephone or email and we will try and ensure that you receive your Order, as quickly as possible, or if you wish you may cancel your Order and we will refund the money you have paid. Please note that while items sent by Royal Mail usually arrive within 2-3 days, Royal Mail stipulate that only items still not delivered after 15 working days can be officially classified as lost. Please Order from Chillchaser® with enough lead-time to prevent any loss or disappointment resulting from the delivery time as Chillchaser® cannot be responsible for this. This does not affect your statutory rights as a consumer. You are noted to Print a copy of the final order page for your own reference when you place your order with Chillchaser®. You can print this off for your own copy invoice. Orders placed online will receive an automated reply by e-mail. You will then receive a further e-mail from us outlining our estimated delivery date to you. If you do not receive the goods within 5 days from the date shown on the e-mail outlining our estimated delivery date to you, Chillchaser® must be notified immediately so we may trace your goods for you. Note that the couriers will only hold a parcel at your local delivery depot for 5 days before returning it to us.

### **DELAY IN ROYAL MAIL DELIVERIES**

Though your delivery can be expected within the time advised\*, if your parcel does not arrive, we will have to wait up to 15 days for confirmation from the Royal Mail that a parcel is missing. It is at this point we can re-issue, refund or cancel your order with us. The Royal Mail service is ideal for small/lightweight items! Unfortunately it

comes at a price (15 days), if it does not arrive by the due date stated in your delivery confirmation. If you require an item urgently, then we would recommend you use the Courier Option at the time of order.

\* Special Delivery, Recorded and 1st Class deliveries all differ from region to region, please see [royalmail's website](#) for details.

If your parcel has been issued by Royal Mail Recorded or Special Delivery, please visit the [royal mail's website](#) for track and trace information.

## **INTERNATIONAL SHIPPING**

How Much Will It Cost? The website will calculate the cost of UK & some EU international shipping according to the volume and weight of your order and the destination country. However, please contact us on +44 1358 722224 to obtain an accurate quotation before finalising the order. Chillchaser® cannot ship the goods if the shipping costs calculated by the shop are incorrect.

## **HOW LONG WILL IT TAKE?**

Delivery times will vary according to the delivery network in the country of destination and any customs or import procedures. Any approximate guide is as follows:

Europe - 2 to 6 working days

USA and Canada - 5 to 8 working days

Far East and Australasia - 5 to 10 working days

Rest of World - up to 14 working days

## **ROYAL MAIL**

Please note that all orders dispatched must be signed for at the delivery address. Please make sure that your delivery address is fully specified together with a valid telephone number. Do not enter a PO BOX as a delivery as we cannot deliver to these. Please ensure that you enter a valid email address as we send all order confirmation, shipping advices and product manuals by email. Please ensure that you allow us to bypass your spam, bulk or junk mail filters as it is very important that you receive our email correspondence about your order.

## **SHORT DELIVERY AND DEFECTIVE OR DAMAGED GOODS**

If goods supplied to you are damaged on delivery or short, you should notify us in writing via our online contact form, found on our Contact page or by fax: +44 1358 722224 within 7 days of dispatch notification.

## **DELIVERY COSTS AND TIMES**

Delivery charges and lead-times can sometimes vary on orders depending on your location and as long as the order is received before 11am we will send it out the very same day. We will even try our best to process orders after this and use another courier, but we can't always guarantee this.

Although we try to keep a good stock of our popular models it has proved difficult to gauge demand at certain times of good weather which increases sales dramatically. If your order is out of stock we will call you back within 24 hours to let you know. We can either refund or reserve your purchase at your discretion

We keep a large range of spare parts in stock in the UK (even for older models) and we will try our best to locate a part for you if we do not have it in stock. During exceptionally busy periods we may in these cases ask you to be patient but advise that if an order has not been received within 3 working days you should contact us on +44 1358 722224 or [info@chillchaser.co.uk](mailto:info@chillchaser.co.uk) and we can track your delivery. For all Couriers we require your full delivery address and postcode, contact name and telephone number and any special instruction if you are not going to be in to receive the goods. We cannot be held responsible for attempted but failed deliveries and you

should contact the courier company on the card they leave if they miss you to arrange a suitable time for second attempt. Should the goods be returned to us you will be charged for a second carriage charge.

## **PROBLEMS WITH DELIVERY**

Although we do our best to ensure that all orders are delivered next day it is possible that a small number of parcels may exceed the estimated delivery period due to a number of factors.

These factors can include the locality of the delivery address within the UK, delays within the postal service, or exceptionally busy periods. Normally these factors are out of our control but we do our very best to your order to you as soon as possible.

## **Liability**

(A) Disclaimer of Content. The contents of this site, including, without limitation, the materials, are provided 'as is' and Chillchaser® makes no representations, express or implied, of any kind with respect to this site or its contents. Chillchaser® disclaims all representations and, including, without limitation, fitness for a particular purpose, title and non-infringement.

(B) Disclaimer of Accuracy. While we will take all reasonable care to ensure that all details, descriptions and prices of Products appearing on the Website are correct, Chillchaser® does not represent nor warrant that the information accessible via this site is accurate, complete or current. This site could contain typographical errors or technical inaccuracies Chillchaser® reserves the right to add to, change or delete its content or any part thereof without notice. Any price or availability information is subject to change without notice. Additionally, this site may contain information provided by third parties, which includes, without limitation documents and software Chillchaser® makes no representation or warranty regarding the accuracy, truth, quality, suitability or reliability of such information. Chillchaser® is not responsible for any errors, omissions, or inaccuracies contained in any information provided by such third parties.

(C) Limitation on liability. Neither Chillchaser® nor any of its members, directors, employees or other representatives will be liable for damages arising out of or in connection with the use of this site or any information, products or services contained herein, which includes, without limitation, the materials, even if advised of the possibility thereof Chillchaser® processes and dispatches orders at its sole discretion. Placing an order does not constitute a promise to deliver Chillchaser® will refund any money debited if goods are not in stock or will not be sent for whatever reason.

This is a comprehensive limitation of liability that applies to all damages of any kind, including, without limitation, indirect, special and consequential damages, loss of data, income, profit or goodwill, loss of or damage to property and claims of third parties. In the event of a dispute and the failure to resolve between Chillchaser® and the customer, the matter will be resolved via the Scottish courts.

## **INDEMNITY**

You agree to indemnify and hold Chillchaser® and its employees and agents harmless from and against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against Chillchaser® arising out of any breach by you of these Terms and Conditions or other liabilities arising out of your use of this Website.

## **Product and Availability Information**

Chillchaser® reserves the right, without prior notice, to discontinue any products or to make design changes as parts of its continuous program of product improvement, or to assist product availability.

## **Warranty**

Most products sold in UK are normally covered by 12 months warranty against manufacturing faults except where stated; e.g. Chillchaser UK manufactured models, Jupiter, Titan and Hercules have a 3 year warranty. All warranty claims must be made through us and goods returned to us for inspection and resolution as necessary. This warranty is subject to a claim being made in writing or email to Chillchaser within 12 months of the original date of dispatch, or such longer period as may be indicated by Chillchaser for specific products from time to time. This warranty excludes broken glass parts, wear & tear, contingent costs and other costs incurred by the consumer (such as paying an electrician to check the item, carriage etc). This warranty shall not apply to any defect which arises from improper handling, use, failure to follow the product instructions, or any repair or modification made without consent of Chillchaser. The Customer must return to Chillchaser in accordance with instructions from Chillchaser. If returned they must be suitably packaged and, where relevant, returned in accordance with any particular instructions which Chillchaser may have notified to the Customer at the time of supply.

The remedies set out above shall be Chillchaser®'s sole liability and the Customer's sole remedy for and breach of warranty. Save as expressly provided in these terms and conditions of sale, all implied warranties, terms and conditions (whether statutory or otherwise) are excluded to the fullest extent permitted by law. Chillchaser® will not be liable to the Customer for any loss of any kind whatsoever which arises out of the breach of implied warranties, terms and conditions (whether statutory or otherwise) or breach of any other duty of any kind imposed on Chillchaser® by operation of the Law. The Customer acknowledges that it is responsible for ensuring that the products it orders are fit for purposes for which it intends to use them for.

## **Statutory Rights**

The particulars outlined in the Terms and Conditions of Sale do not affect the customer's statutory rights.

## **Force Majeure**

A force majeure event is any event beyond the reasonable control of Chillchaser® (including strikes, traffic congestion, the down time of any external line, or Chillchaser®'s inability to procure materials or articles required for the performance of the contract except at enhanced prices). If Chillchaser® is restricted from carrying out all or any of its obligations under these terms and conditions of sale by reason of any force majeure event, then Chillchaser® shall be relieved of its obligations the during the period that such event continues, and shall not be liable for any delay and/or failure in the performance of its obligations during such period. If the force majeure event continues for a period longer than 14 days, Chillchaser® may cancel the affected order or cancel the whole or any part of these terms and conditions of sale, without any liability to the customer.

Chillchaser® is not liable for any losses arising from prevention to fulfil its obligations under contract reasons beyond the control of Chillchaser® of any of its sub-contractors, examples of which include; fire, natural disaster, bad weather, destruction of premises.

## **Cancellations**

In accordance with the Distance Selling Directive (DSD), you may exercise your right to cancel if it is within 7 working days of you receiving the goods for a full refund on the purchase price.

If you wish to exercise your 'Right To Cancel' please inform our Customer Services by calling +44 1358 722224 of your intention to make a return within 7 working days of receipt of the goods.

Once you've informed us of your decision to return goods under DSD, you have 28 days to do so by following the procedures stated in the 'Returning goods' section below. When the goods are received at Chillchaser®, we'll issue a full refund for the cost of the goods to your original payment method.

We reserve the right to cancel the contract between us if: We have insufficient stock to deliver the goods you have ordered; or we do not deliver to your area. 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. We will not be obliged to offer any additional compensation for disappointment suffered.

## **Returning goods**

Following these steps will help ensure the products that you're returning to us arrive back correctly and in good condition. You must follow the following procedure:

- Inform our Customer Services by calling +44 1358 722224 you will be issued with a Returns Authorization Code (RAC) number to be added to your Returns Form.
- Enclose all accessories unless informed otherwise.
- Enclose the Returns Form.
- Write the RAC number on the fully completed Returns Form.
- Use all packaging that was originally supplied.
- Use a label for clear display of the RAC number.
- Ensure our full address is clearly displayed on the outside of the package.
- Securely seal the packaging using a similar method as per the original delivery.
- You must arrange for the goods to be returned to us by Royal Mail Standard Parcels in their original condition and unopened packaging and include the Returns Form.

## **Faulty products**

If you believe the item you have received has a manufacturing fault or defect, please contact Customer Services by calling +441358722224 within 28 days.

After 7 working days no refund on the purchase price of the goods(s) is possible. Prior to 28 days a credit can be given for a replacement or exchange product.

We will advise you on how to return the item and will send you a written confirmation (this can include email confirmation). We ask that you then simply return the item in full, along with the packaging and a fully completed Returns Form, within 7 working days.

It is your responsibility to make sure that the items are returned to us safely and without any further damage so please follow the procedures in the 'Returning goods' section below. When our returns department receives the item they will inspect it carefully to establish the nature of the fault or defect.

Please understand that we cannot be held responsible for any damages caused due to any improper use such as

crash damage. If the item is judged to have been damaged through improper use, we will return the item to you and a further delivery charge will be incurred.

If the item is found to have a manufacturing fault or defect we will either attempt to repair the fault or provide a replacement. If applicable, we will also refund you the cost of returning the item back to us by Royal Mail Parcels (limited to a maximum cost of £30, see 'Returning goods' below) or to collect from you by Parcel Force and for posting a replacement back to you.

## **COPYRIGHT**

All copyright, trademarks and all other intellectual property rights in the Website and its content (including without limitation the Website design, text, graphics and all software and source codes connected with the Website) are owned by or licensed to Chillchaser® or otherwise used by Chillchaser® as permitted by law.

In accessing the Website you agree that you will access the content solely for your personal, non-commercial use. None of the content may be downloaded, copied, reproduced, transmitted, stored, sold or distributed without the prior written consent of the copyright holder. This excludes the downloading, copying and/or printing of pages of the Website for personal, non-commercial home use only.

## **SEVERANCE**

If any of these Terms and Conditions should be determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such Term or Condition shall be severed and the remaining Terms and Conditions shall survive and remain in full force and effect and continue to be binding and enforceable.

## **Minimum customer service standards**

All customers can expect a response to email and telephone enquiries within a maximum of 48 hours.

## **Governing Law**

Any contract between Chillchaser® and the customer shall be governed and interpreted in accordance with Scottish Law and the customer submits to the jurisdiction of the High Court of Justice in Scotland, however, Chillchaser® may enforce the contract in any competent jurisdiction.

## **Data Protection**

Chillchaser® is compliant to the Data Protection Act; wherein any consumer data will be processed fairly and lawfully for limited purposes only. Chillchaser® will not collate consumer data with inaccuracy or in an excessive nature. The information is contained only within Chillchaser® with security and only for as long as deemed necessary. Chillchaser® will not use data for any other purpose unless a consumer opts for such by granting consent. Customer data will only be used by the employees of Chillchaser® for the purposes of providing products to the Customer. In addition, Chillchaser® may disclose the Customer's and its employees' details to organizations working on behalf of Chillchaser® for the purposes of credit referencing. Chillchaser® may send details of new products to the Customer.

Chillchaser® may also collect information on how users access the Website by using a tracking ID unique to each user through the use of cookies.

## What are Cookies?

A cookie is a piece of data stored on the user's computer tied to information about the user. Chillchaser® may use both session ID cookies and persistent cookies. For session ID cookies, once you close your browser or log out, the cookie terminates and is erased. A persistent cookie is a small text file stored on your computer's hard drive for an extended period of time. Your browser's help file contains information and instructions for removing persistent cookies. Session ID cookies may be used by Chillchaser® to track user preferences while the user is visiting the website. They also help to minimize load times and save on server processing. Persistent cookies may be used by Chillchaser® to store, for example, whether or not you want your password remembered, or other such information. Cookies used on the Chillchaser® Website do not contain personally identifiable information.

## Log Files

Like most standard Websites, Chillchaser® use log files. This information may include internet protocol (IP) addresses, browser type, internet service provider (ISP), referring/exit pages, platform type, date/time stamp, and number of clicks to analyse trends, administer the site, track user's movement in the aggregate, and gather broad demographic information for aggregate use. However, none of the information stored in the log files, including but not limited to IP addresses, is linked to personally identifiable information.

## How Chillchaser® uses this information

Chillchaser® may use the personally identifiable information collected by Chillchaser® to contact customers regarding products and services offered by Chillchaser® and, to the extent the User has agreed to it, by its trusted affiliates, independent contractors and business partners. Chillchaser® may also use this information for research purposes regarding the effectiveness of Website services, marketing, advertising and sales efforts. Chillchaser® will not in any way share this information with a third party either for free or by selling it, unless you specifically authorize such disclosures.

The cookies our website uses are:

### Google Analytics

\_utma  
\_utmb  
\_utmc  
\_utmz

The aforementioned cookies are used to collect information about how visitors use our site. We use this information to compile reports and to improve our website's usability. The cookies collect information in an anonymous form, including the number of visitors to the site, the browsers and operating systems they use and the countries they logged from and the pages they visited.

### EKM Powershop

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The first two have the same usage as in Google Analytics. The third one is from our online store. It collects data regarding your basket and keeps your personal information if you are a returning customer so that it could grant a better and easier navigation throughout our store.



## **Disclosure of Information**

Chillchaser® may also disclose aggregate, anonymous, data based on information collected from Users to investors and potential partners. In such cases, statistical information only will be disclosed and personally identifiable data will be kept strictly confidential. In case Chillchaser® is sold, the information collected from users may be transferred to the new owners.

Chillchaser® may from time to time engage third parties, including its own subsidiaries and affiliated companies, to preserve, analyse or otherwise store or manipulate data received by Chillchaser® from its customers. In all such cases, such third party service providers will be required to treat all such data with the same degree of care as Chillchaser® and they will be prohibited from disclosing such data to any other person or party, except as otherwise provided for in this Privacy Policy.

## **Special Offers and Updates**

Chillchaser® customers and users will occasionally receive information on products, services, special deals, and possibly a newsletter. Out of respect for the privacy of users, Chillchaser® presents the option to not receive these types of communications.

## **Service Announcements**

On rare occasions it is necessary to send out a strictly service related announcement, if, for instance, a service is temporarily suspended for maintenance. Generally, users may not opt-out of these communications, though they can deactivate their account. However, these communications are not promotional in nature.

## **Legal Disclaimer**

Though every effort is made to preserve your privacy, Chillchaser® may need to disclose personal information when required to by law. If it is deemed necessary that such action needs to be taken, Chillchaser® will comply with judicial proceedings should a court order or legal process be served on Chillchaser®.

The Chillchaser® Website contains links to other sites. Please be aware that Chillchaser® is not responsible for the privacy practices of such other sites. You are encouraged to read the privacy statements of each and every Web site that collects personally identifiable information. The Chillchaser® Privacy Policy as described herein applies solely to information collected by Chillchaser®.

## **Maintenance of Information**

The information provided to Chillchaser® is saved indefinitely and may be stored on one or more databases directly or indirectly maintained by Chillchaser®. Chillchaser® employs industry standard security measures to protect the confidentiality of the information. Although Chillchaser® cannot guarantee that any loss, misuse or alteration of data will not occur; every effort is made to prevent such occurrences. Any other particularly sensitive information, such as payment details collected for commercial transactions, is encrypted prior to transmission by you to Chillchaser®.

## **Your Responsibility**

You are responsible for the security of your Account Number and passwords. Make sure you keep it in a safe place and do not share it with others. Always remember to log out after your session ends, to ensure that others cannot access your private personal information. You should take this precaution even if you are not using a public computer, such as at a library or internet café, but even when using your private computer in your home.

## Questions

Any questions concerning this Privacy Policy may be directed by e-mail to [info@chillchaser.co.uk](mailto:info@chillchaser.co.uk) when you place orders or access account information; we offer the use of a secure server. The secure server software (SSL) encrypts all information you input before it is sent to us. Furthermore, as required by the UK Data Protection Act 1998, we follow strict security procedures in the storage and disclosure of information, which you have given us, to prevent unauthorized access. > You must display a privacy policy which states that credit card details will be handled securely to ensure confidentiality and that 128 bit SSL encryption is employed to ensure sensitive data is protected during transmission over the internet.