



ECMK LTD

Terms and Conditions for use of ecmk.co.uk website

In these Terms and Conditions we, our or us refers to ECMK

1. **Acceptance of Terms**

- 1.1 By accessing www.ecmk.co.uk (the Website) you agree to be bound by these Terms and Conditions and accept our Privacy Policy set out elsewhere on the Website. If you do not accept these terms you should not use the services offered on the Website and should leave immediately.
- 1.2 You agree that you will not use the Website for any illegal purpose or in any way that may impair the performance, corrupt the content or otherwise reduce the functionality of the Website. You also agree not to attempt to compromise the security of the Website or attempt to gain access to secured areas or sensitive information.

2. **Modification**

- 2.1 We reserve the right to change these Website terms without notice. The new terms will be posted upon the Website and your continued use of the Website will be considered acceptance of them. You are advised to check the Website terms regularly.
- 2.2 We may at any time modify or remove any part of the Website without warning or incurring liability as a result of such action.
- 2.3 We check prices for products that are displayed on the Website but sometimes a small number of the products are mis-priced. We will verify prices as part of our despatch procedure. If the correct price is lower, we will charge you the lower amount and send you the product. If the correct price is higher than our stated price we will at our discretion either contact you for instructions before despatch or cancel your order and notify you of the cancellation.

3. **Your Account**

- 3.1 When you use the Website you are responsible for maintaining the confidentiality of your account and password and for preventing unauthorised access to your account. You accept responsibility for all activities that occur under your account or password and will take all necessary steps to keep your password confidential and secure. You must inform us immediately if you believe your password has become known to another or is being used in an unauthorised manner.
- 3.2 You must ensure that the details you provide to us are correct and complete and you must tell us immediately of any changes.
- 3.3 We reserve the right to refuse access to the Website, terminate accounts, remove or edit the content or cancel orders at our discretion. If we cancel an order it will be without charge to you.

4. **Returns**

- 4.1 If you are a consumer you may return to us any item purchased from the Website within 7 working days of the day after the item was delivered. This is your statutory entitlement within the European Union.

4.2 To return an item please send it to us at the address stated on the Website in perfect condition with complete packaging and a copy of your invoice or order. We can then send you a replacement or refund your payment if you prefer.

4.3 Please tell us whether you wish to have a replacement or a refund. Your statutory rights within the European Union entitle you to a refund if you so wish. We will pay refund by crediting the account of the debit or credit card with which you have paid us. You are responsible for the cost of postage or other carriage to return your purchase to us.

4.4 If Products are damaged please return them to us within 7 working days of your receiving them for replacement. For damaged goods we will refund the cost of your postage to return the goods to us.

5. **Warranties**

5.1 ECMK warrant that at the date of supply any item purchased from our Website will correspond with its published specification and with the description we give to it on the Website. However, we reserve the right to discontinue any products or to change specifications at any time without notice.

6. **Liability**

6.1 ECMK will be responsible to you for direct loss you suffer as a result of ECMK breaching these conditions once a contract for sale has been formed.

6.2 ECMK will not be liable to you for any indirect, special or consequential damages including loss of business, revenue, profits, data or anticipated savings in relation to your use of the Website or any other loss which was not reasonably foreseeable to us.

6.3 ECMK does not limit in any way its liability by law to you for death or personal injury caused by our negligence or breach of duty.

6.4 ECMK does not limit or exclude any statutory rights you may have as a consumer.

7. **Copyright**

7.1 All intellectual property rights of ECMK and intellectual property rights relating to the Website are and remain those of ECMK. This includes trademarks, trade names, patents, registered design and copyright including any intellectual property rights derived from the design or functioning of the Website.

7.2 In using the Website you agree to respect the intellectual property rights of ECMK. You will not copy, download, transmit, reproduce, print or exploit for commercial purposes any material contained within the Website.

8. **Third Parties**

The Website may contain hyperlinks to websites operated by other parties. We do not control such websites and take no responsibility for their content. The inclusion of hyperlinks to such websites does not imply any endorsement of views or information contained on such websites.

9. **Invalidity**

If any part of these Terms and Conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

10. **Privacy**

You acknowledge and agree to be bound by the terms of our Privacy Policy found on this Website.

11. **Events beyond our reasonable control**

We will not be held responsible for any delay or failure to comply with our obligations if the delay or failure arises from any cause which is beyond our reasonable control. This condition does not affect your statutory rights.

12. **Governing Law**

12.1 This Website is controlled and operated by ECMK Ltd located in England. The contract in relation to your use of the Website shall be governed by and interpreted in accordance with English law and English Courts shall have jurisdiction to resolve any disputes.

12.2 If you access this Website from locations outside of England and Wales, you do so on your own initiative and you are responsible for compliance with local laws which may apply.

12.3 ECMK.co.uk is the Website site address operated by ECMK Ltd. ECMK operate from the following address in the UK:

ECMK Ltd
Talon House
Presley Way
Crownhill
Milton Keynes
MK8 0ES
Tel: 08456 123 999
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12.4 ECMK Limited is registered in England under number 0471167. Its registered office is located at 3 Kensworth Gate, 200-204 High Street South, Dunstable, Beds LU6 3HS.