

Terms and Conditions

TERMS and CONDITIONS,

Fibrestar Drums Limited, Newby Road Industrial Estate, Newby Road, Hazel Grove, Stockport, SK7 5AS.

The Terms and conditions apply to all mail order sites owned and operated by Fibrestar Drums Limited. You should read these terms before entering into any transaction with Fibrestar Drums Limited. If you have any questions or queries in relation to these terms then please contact the company at the address provided. We reserve the right to change the Terms and Conditions without notice to users.

WEB-SITE

The viewing of the web-site and browsing of the web-site automatically requires you to accept our Cookies policy. When you enter into a transaction with the company you automatically accept the trading terms and conditions as enclosed.

WEBSITE PHOTOGRAPHY AND CONTENT

All website content and photography is subject to copyright and reproduction in any form is strictly prohibited. Fibrestar Drums Limited reserves the right to charge for site images used without prior notice and granted permissions.

AUTHORITY TO PURCHASE

The User is required to have the authority to purchase and remain liable for the cost incurred. If the purchase is made on behalf of a third party they must have the authority to make the purchase and ensure payment or become liable for the cost of the purchase. The User should ensure the information provided is accurate and true to your knowledge. You agree not to impersonate any other person or entity or to use a false name or a name that you are not authorised to use. All cases of Fraud are reported to the Police.

INDEMNITY

You agree to fully indemnify Fibrestar Drums Limited and our directors, employees and suppliers, harmless immediately on demand, from and against all claims, liability, damages, losses, costs and expenses, including legal fees, arising out of any breach of the Conditions by you or any other liabilities arising out of your use of the Website, or the use by any other person accessing the Website using your user information.

PRODUCTS

We retain the right to: Control all items and products sold on the Website without notice to users and we shall not be made liable to you or any third party for any modification to or withdrawal of a product from the Website.

ORDERS

All orders are subject to acceptance in accordance with product availability and payment terms. Should the item purchased not be in stock you will be contacted by telephone or e-mail and offered the option to cancel your order and receive a refund, to wait for the item to return to stock or accept an alternative product.

PRODUCT SPECIFICATION

Each Product purchased is sold subject to its Product specification. Every effort is made to ensure that each specific measurement is as accurate as possible and based on recognised industry standards of conformity and tolerances. Fibrestar Drums Limited accepts no liability for any loss or damages occurred from product supplied out-of tolerance in excess of the cost of replacing the faulty product.

PRODUCT COMPATIBILITY

Each product sold is manufactured from an internationally and commonly known material such as Kraftliner Paper & HDPE. The customer is liable for testing the compatibility of the filled product with the selected product purchased. Fibrestar Drums Limited accepts no liability for any loss or damages from the user selecting incompatible packaging to suit their product.

PRODUCT GUARANTEE

To the fullest extent permissible under applicable law, we disclaim any and all warranties of any kind, whether express or implied, in relation to the Products. Should the product prove to have been manufactured faulty then our liability extends on to the cost of the replacement of the faulty product.

REFUSAL OF TRANSACTION

We reserve the right to refuse to process any order for any reason or refuse service to anyone at any time at our sole discretion. We retain the right to credit a transaction and cancel the order at any stage of the process prior to delivery.

ACCOUNT TRANSACTIONS

We reserve the right to cancel or suspend an account should the payment Terms and Conditions of the users account not be met. By applying for a credit account, you automatically authorise us to transmit information or to obtain information about you and your organisation from third parties including but not limited to your credit-card number or credit reports to authenticate your identity, to validate your credit card, to obtain an initial credit card authorisation and to authorise individual or organisation purchase transactions.

PRICE CONFIRMATION

All prices quoted on the web-site are exclusive of VAT at the current rates. The total cost of your order is the price of the Products ordered plus Shipping Charges. You will receive an emailed confirmation of our receipt of your order. Credit/Debit Card Payments will be debited and cleared from your account before the despatch of your Product. Account holders must ensure their account is 'in terms' prior to any order being despatched. Payment details: We retain/store no information on any credit/debit card details in the company. The company receives confirmation of your payment direct from our payment processors SagePay and PAYPAL.

COMPLIANCE WITH LAWS

These Terms and Conditions shall be governed by and construed in accordance with the laws of England and you irrevocably submit to the exclusive jurisdiction of the courts of England. The Website may be used only for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes and regulations regarding the Website and any transactions conducted on or through the Website. Within the constraints of the Law you use this web-site at your own risk as we accept no liability from any loss or damage caused by its use. These Terms and Conditions do not affect your statutory rights as a consumer. We will not be liable, in contract, tort including, without limitation, negligence, pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise out of or in connection with the Conditions for: any economic losses (including without limitation loss of revenues, profits, contracts, business, anticipated savings or costs); or any loss of goodwill or reputation; or any special or indirect losses; in any case whether or not such losses were within the contemplation of the parties at the date of the Conditions, suffered or incurred by that party arising out of or in connection with the provisions of any matter under the Conditions. If any part of the Conditions shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from the Conditions and shall not affect the validity and enforceability of any of the remaining provisions of the Conditions.

SHIPPING AND HANDLING

Our Intention is to supply all orders in full within 5-7 working days from stock. As described within our Terms and Conditions every reasonable effort will be made to contact you should the delivery date be in excess of 5-7 days. Fibrestar Drums Limited accepts No liability for any loss or damages caused from late delivery of any order. Customers can call and discuss specific delivery requirements and short notice orders and every effort will be made to accommodate individual and unique circumstances. However we cannot be held liable for any costs or damages which result from any failure in meeting any agreed delivery circumstances.

IMPORTANT

Always check your purchases on receipt for shortages or damage. You must report any problems within 48 hours of delivery. Claims for damage within transit require you to keep all packaging for inspection. We MUST insist you follow these instructions for claims and any problems reported after 48 hours from delivery are at the discretion of Fibrestar Drums Limited. Please quote your order number in all correspondence. Proof of Delivery: You agree that proof of delivery supplied by our delivery company is sufficient evidence to establish that goods have been received.

RETURNS POLICY

User's rights to return goods are protected under the EU Distance Selling Directive.

You are entitled to cancel your order and return the goods within 7 working days for a full refund, including the cost of delivery. Do this by contacting us by email or telephone and quoting the order number supplied to you. Your refund will be paid within 30 days. You are responsible for the cost and risk of loss or damage when returning the goods, so you should take out enough postal insurance to cover their value. This cancellation policy does not affect your rights when we are at fault - for example, if goods are faulty or incorrectly described.

Any goods returned should be in saleable condition.

PRIVACY POLICY

Fibrestar Drums Limited does not disclose buyers' information to third parties other than when order details are processed as part of the order fulfilment. In this case, the third party will not disclose any of the details to any other third party.