

1. INTRODUCTION

1.1 You will be able to access most areas of this Website without registering your details with us. Certain areas of this Website are only open to you if you register.

1.2 We may revise these terms and conditions at any time by updating this posting. You should check this Website from time to time to review the then current terms and conditions, because they are binding on you. Certain provisions of these terms and conditions may be superseded by expressly designated legal notices or terms located on particular pages of this Website. If you do not wish to accept any new terms and conditions after we have given notice, you should not continue to use this Website.

2. ORDERING FROM US

2.1 You are deemed to place an order with us by ordering via our online checkout process. As part of our checkout process you will be given the opportunity to check your order and to correct any errors. We will send you an order acknowledgement, detailing the products you have ordered.

2.2 Our acceptance of an order takes place when we despatch the order. We will send you a despatch confirmation by email. When we despatch the order the purchase contract will be made even if your payment has been processed immediately, unless we have notified you that we do not accept your order or you have cancelled your order.

2.3 We may refuse to accept an order:

- (a) where goods are not available;
- (b) where we cannot obtain authorisation for your payment;
- (c) if there has been a pricing or product description error; or
- (d) if you do not meet any eligibility criteria set out in our terms and conditions.

Delivery Terms

Subject to availability and our Delivery Terms, where we have agreed to deliver the products, we will use reasonable endeavours to do so on any specified date we agree, or if no date is specified, within 30 days of the date of your order.

In the case of circumstances beyond our reasonable control (for example, adverse weather conditions, unpredictable delays caused by traffic congestion, road works, diversions or mechanical breakdowns, in each case to the extent beyond our reasonable control) we may not be able to deliver the products within these timescales and we will not be liable for any delay or failure to deliver the products if the delay or failure is wholly or partly caused by such circumstances. In the event that a delivery does not take place, we and you will agree an alternative delivery date.

You must also do all that you reasonably can to enable the delivery to take place on the given date. If we are unable to deliver the products as a result of your action or inaction (for example, you are not present at your property), we will need to arrange an alternative delivery date and we reserve the right to charge you a further fee for this.

If you do not receive your products on the stated delivery date, you must notify us immediately. We recommend that you do not schedule or commence any installation work

until after you have received your products and checked all of them for any defects or missing parts.

3. PRICING

3.1 All prices include VAT (where applicable) at the current rates. We reserve the right to express the price exclusive of VAT, but we shall show VAT separately and include it in the total price.

3.2 Where we charge separately for packing, carriage and insurance and other relevant charges, the appropriate rates are set out in our specified pricing structure shown elsewhere on this Website.

3.3 Our prices are reviewed periodically and we reserve the right to amend without prior notice.

4. CANCELLATION AND RETURNS POLICY

4.1 Cancellation Policy

(a) You have the right to cancel your order at any time before the delivery of your order by e-mailing us at sales@monstershop.co.uk or phoning us on +44 (0)1347 878888.

(b) In the event of you cancelling your order before we dispatch your order we will issue you a refund for the total value of your order including any postage and packaging charges. We will refund you within 7 working days of the cancellation of your order.

4.2 Returns Policy

(a) UK CUSTOMERS

Cooling Off Period

If for any reason you wish to return a product in perfect working order, we provide a 30 day returns policy as long as the item is returned in an unopened, resalable condition. Returns need to be made within 30 working days from the purchase date and the buyer is to cover return costs.

1. Contact our Customer Care team on 01347 878888 to obtain a return reference number.
2. Buyer arranges return of the item/s.
3. Once returned, the item will be inspected by our Quality Care team to ensure it has been returned in an unopened, resalable condition.
4. A refund is processed and customer is informed.

Please note: Returns will not be processed without a valid returns reference number.

MonsterShop Warranty

A 12 month warranty is provided on all of our electrical and mechanical products therefore in the unlikely event you ever need to use the warranty; we will cover all labour and parts. The buyer must cover the returns cost and provide tracking information. Our warranty policy is to try fixing the item before arranging an exchange or refund. We will cover redelivery costs.

1. Contact our Customer Care team on 01347 878888 to obtain a return reference number.
2. Once returned, our engineers will work on fixing the purchased item. Only if the item is in an unfixable condition will an exchange be arranged. If no suitable replacements can be offered we will offer a full refund.
3. A member of the Customer Care team will make contact to arrange the returns process.

Please note: Returns will not be processed without a valid returns reference number.

For non-electrical products, a 30 day returns policy is provided therefore in the unlikely event that your item is delivered damaged or in non-working condition we will arrange an exchange free of charge.

1. Contact our Customer Care team on 01347 878888 to book a return and obtain a return reference number.
2. We will arrange for a collection of the original item and replace it with a new one, once the original has been returned back to our warehouse.
3. A member of the Customer Care team will make contact to arrange redelivery.

Please note: Returns will not be processed without a valid returns reference number.

Claims Procedure

You are responsible for the safe packaging and shipment of the electrical/mechanical equipment being returned under warranty. If the authorised service centre determines the equipment is in working condition or is not covered by your warranty, we will return the item to you.

In the event that the parts for the electrical/mechanical equipment are no longer available, or the electrical/mechanical equipment is beyond economical repair, we will provide a replacement product based on a model of the same or similar specification or make a cash settlement to you up to the value of the original purchase price paid, at our discretion.

We shall not be responsible for any inconvenience, loss or damage caused by delay in the supply of spare parts or components by the manufacturer or their suppliers or agents.

This warranty is governed and construed in accordance with the law of England and Wales.

All benefits under this warranty will be lost if a claim under this warranty is made that is false or dishonest in anyway.

Where the electrical/mechanical equipment is deemed to be beyond economical repair and is replaced or a cash settlement is made under the terms of the warranty, all benefits of the warranty will cease.

Outside the UK

If for any reason you wish to return a product in perfect working order, we provide a 30 day returns policy as long as the item is returned in an unopened, resalable condition. Returns need to be made within 30 working days from the purchase date and the buyer is to cover return costs.

1. Contact our Customer Care team on 01347 878888 to obtain a return reference number.
2. Buyer arranges return of the item/s.
3. Once returned, the item will be inspected by our Quality Care team to ensure it has been returned in an unopened, resalable condition.
4. A refund is processed and customer is informed.

Please note: Returns will not be processed without a valid returns reference number.

Monster Warranty

A 12 month warranty is provided on all of our electrical and mechanical products therefore in the unlikely event you ever need to use the warranty; we will cover all labour and parts. The buyer is responsible for delivery costs associated with returning the item for repair. Our

warranty policy is to try fixing the item before arranging an exchange or refund.

1. Contact our Customer Care team on +44 (0) 1347 878888 to obtain a return reference number.

2. Buyer arranges return of the item/s.

3. Once returned, our engineers will work on fixing the purchased item. Only if the item is in an unfixable condition will an exchange be arranged. If no suitable replacements can be offered we will offer a full refund.

4. A member of the Customer Care team will make contact to arrange redelivery.

Please note: Returns will not be processed without a valid returns reference number.

For non-electrical products, a 30 day returns policy is provided therefore in the unlikely event that your item is delivered damaged or in non-working condition we will arrange an exchange free of charge. The buyer is responsible for delivery costs associated with returning the item.

1. Contact our Customer Care team on +44 (0) 1347 878888 to obtain a return reference number.

2. Buyer arranges return of the item/s.

3. A member of the Customer Care team will make contact to arrange redelivery of a replacement item.

Please note: Returns will not be processed without a valid returns reference number.

Paid inspection

After the 12 month warranty on electrical items has expired, or after the 30 day returns period for non electrical items, we do offer a paid inspection service. For £29 our technicians will inspect an item and provide a quote for any extensive repair work and parts needed. The buyer is responsible for returning the item to us and providing tracking information. Once repaired we will cover the costs of re delivering the item.

Customs/Tax Charges

International purchases may be liable to import customs charges/taxes upon delivery to the receiving country. This charge is the sole responsibility of the purchaser and MonsterShop will not be held liable for any customs/tax charges. If MonsterShop delivers a product internationally and the purchaser refuses to pay customs charges/taxes, the purchaser will receive a refund minus any associated charges incurred from recovering the item/s (including shipping and tax/customs charges). The refund will only be issued once the item/s is/are received at our company premises.

5. LICENCE

5.1 You are permitted to print and download extracts from this Website for your own use on the following basis:

- (a) no documents or related graphics on this Website are modified in any way;
- (b) no graphics on this Website are used separately from accompanying text; and
- (c) any of our copyright and trade mark notices and this permission notice appear in all copies.

5.2 Unless otherwise stated, the copyright and other intellectual property rights in all material on this Website (including without limitation photographs and graphical images) are owned by us or our licensors. For the purposes of these terms and conditions, any use of extracts from this Website other than in accordance with clause 5.1 above for any purpose is

prohibited. If you breach any of the terms in these terms and conditions, your permission to use this Website automatically terminates and you must immediately destroy any downloaded or printed extracts from this Website.

5.3 Subject to clause 5.1, no part of this Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without our prior written permission.

5.4 Any rights not expressly granted in these terms are reserved.

6. SERVICE ACCESS

6.1 While we endeavour to ensure that this Website is normally available 24 hours a day, we will not be liable if for any reason this Website is unavailable at any time or for any period.

6.2 Access to this Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

7. VISITOR MATERIAL AND CONDUCT

7.1 You are prohibited from posting or transmitting to or from this Website any material:

(a) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience;

(b) for which you have not obtained all necessary licences and/or approvals;

(c) which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in the UK or any other country in the world; or

(d) which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

7.2 You may not misuse the Website (including, without limitation, by hacking).

7.3 We will fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting any material in breach of clauses 7.2 or 7.3.

8. LINKS TO AND FROM OTHER WEBSITES

8.1 Links to third party websites on this Website are provided solely for your convenience. If you use these links, you leave this Website. We have not reviewed all of these third party websites and do not control and are not responsible for these websites or their content or availability. We therefore do not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk.

8.2 You shall fully indemnify us for any loss or damage we or any of our group companies may suffer or incur as a result of your breach of clause 8.2.

9. REGISTRATION

9.1 To register with www.monstershop.co.uk you must be over eighteen years of age.

9.2 Each registration is for a single user only. We do not permit you to share your user name and password with any other person nor with multiple users on a network.

9.3 Responsibility for the security of any passwords issued rests with you and if you know or suspect that someone else knows your password, you should contact us immediately.

9.4 We may suspend or cancel your registration immediately at our reasonable discretion or if you breach any of your obligations under these terms and conditions.

10. DISCLAIMER

10.1 While we endeavour to ensure that the information on this Website is correct, we do not warrant the accuracy and completeness of the material on this Website. We may make changes to the material on this Website, or to the products and prices described in it, at any time without notice. The material on this Website may be out of date, and we make no commitment to update such material.

10.2 The material on this Website is provided "as is" without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, we provide you with this Website on the basis that we exclude all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for these terms and conditions might have effect in relation to this Website.

11. LIABILITY

11.1 We, any other party (whether or not involved in creating, producing, maintaining or delivering this Website), and any of our group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with this Website in any way or in connection with the use, inability to use or the results of use of this Website, any websites linked to this Website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing this Website or your downloading of any material from this Website or any websites linked to this Website.

11.2 Nothing in these terms and conditions shall exclude or limit our liability for (i) death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms

Act 1977); (ii) fraud; (iii) misrepresentation as to a fundamental matter; or (iv) any liability which cannot be excluded or limited under applicable law.

11.3 If your use of material on this Website results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.

11.4 You agree to indemnify us fully, defend and hold us, and our officers, directors, employees and agents, harmless from and against all claims, liability, damages, losses, costs (including reasonable legal fees) arising out of any breach of the terms and conditions by you, or your use of this Website, or the use by any other person using your registration details.

If you are acting as a consumer (which for these purposes means anyone who acts outside the course of a business, trade or profession) in your ordering and/or purchasing of products, to the extent not prohibited by law, we accept no liability for any:

1. Business loss (which includes loss of profits, loss of business, contracts, goodwill, business opportunity and other similar losses.)

If you are acting as a consumer, you may have certain legal rights regarding claims in respect of losses caused by our negligence or failure to carry out our obligations. Nothing in our agreement is intended to limit your legal rights as a consumer.

If you are acting in the course of a business, trade or profession in your ordering and/or purchasing of products (a business customer), we shall have no liability to compensate you (whether in contract, tort, breach of statutory or otherwise), other than any refund we make under our agreement or otherwise at our discretion. We accept no liability (whether arising in contract, tort, for breach of statutory duty or otherwise) for any of the following losses:

1. Loss of profits, revenues, sales, income or business.
2. Loss of savings.
3. Loss of use or production.
4. Loss of goodwill.
5. Business interruption.
6. Damage to property or possessions through use of our products.
7. Loss caused by delay or other late performance and indirect or consequential loss.

In no event will Monster Group be liable for more than the amount of your purchase, not to exceed the current list price of the product.

12. GOVERNING LAW AND JURISDICTION

12.1 These terms and conditions shall be governed by and construed in accordance with English law. Disputes arising in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the English courts.

12.2 We do not warrant that materials/items for sale on the Website are appropriate or available for use outside the United Kingdom. It is prohibited to access the Website from territories where its contents are illegal or unlawful. If you access this Website from locations outside the United Kingdom, you do so at your own risk and you are responsible for compliance with local laws.

13. MISCELLANEOUS

13.1 You may not assign, sub-license or otherwise transfer any of your rights under these terms and conditions

13.2 If any provision of these terms and conditions is found by any court of competent jurisdiction to be invalid, the invalidity of that provision will not affect the validity of the remaining provisions which shall continue to have full force and effect.

13.3 Only the parties to these terms and conditions may seek to enforce them under the Contracts (Rights of Third Parties) Act 1999.

13.4 Cash back claimed on an order that has also had a discount applied will not be approved however the discount code will be honoured. Discounts can not be stacked in any way on an order. Order found with multiple stacked discount codes or cash back claims will be refunded and cancelled.

14. PALLET DELIVERIES

14.1 Items delivered on a pallet need to be confirmed via direct phone or email correspondence with the purchaser prior to dispatch.

14.2 Failed deliveries after a customer confirms a delivery date will incur a £75.00 re-delivery fee.

14.3 Couriers companies are expected to offload the pallet onto an accessible location outside the property only. Movement of the goods thereafter is entirely the responsibility of the purchaser and at their own risk. For heavier items it is recommended that two or more people are available to move the goods and the necessary arrangements are to be made by the purchaser.

14.4 Purchasers have 15 minutes upon delivery to inspect the goods and sign to say the goods have been received in a perfect condition. When the purchaser does not have time to check the delivery, the item must be signed for as 'Unchecked' on the delivery acceptance note.

14.5 Any damages must be reported to us within 3 days of delivery.

14.6 Customers are recommended to retain the delivery pallet in case the product needs to be returned for any reason. We are unable to make collection of a pallet item if it is not securely attached to a pallet. The purchaser assumes full responsibility for sourcing a new pallet if the original pallet has been discarded.

15. Take Back Scheme

Recycling your old electricals

In the UK, distributors including retailers must provide a system which allows all customers buying new electrical equipment the opportunity to recycle their old items free of charge. As a responsible retailer, we have met the requirements placed on us by financially supporting the national network of WEEE (Waste Electrical or Electronic Equipment) recycling centres established by local authorities. This is achieved through membership of the national Distributor Take-back scheme (DTS).

How can you recycle your old electricals

Recycle your electrical and electronic devices free at your local recycling centre. To find your nearest centre, visit the [Recycle More](#) website and type in your postcode.

Why Should you recycle?

Many electrical items can be repaired or recycled, saving natural resources and the environment. If you do not recycle electrical equipment will end up in landfill where hazardous substances will leak out and cause soil and water contamination – harming wildlife and also human health.

We're proud to support your local authority in providing local recycling facilities for electrical equipment.

To remind you that old electrical equipment can be recycled, it is now marked with the crossed-out wheeled bin symbol. Please do not throw any electrical equipment (including those marked with this symbol) in your bin.

Monstermas Crush Competition.

15.1 By playing the game you agree to let us use the email you provided for re-marketing VIA our newsletter.

15.2 Entering an inappropriate name onto the leader board will result in immediate removal of your score and you will be banned from further entries to the game.

Marketing Permissions (GDPR Compliance)

By checking the newsletter opt-in at the checkout on [monstershop.co.uk](#) or [monstershop.eu](#) you are agreeing to allow Monster Group (UK) Ltd to contact you to provide you with company / product updates and send relevant marketing material to you. We will contact you VIA Email or other customised online advertising such as social media advertisement.

You can change your mind at any time by clicking the unsubscribe link in the footer of any email you receive from us, or by contacting us at hello@monstergroupuk.co.uk. We will treat your information with respect.

Privacy Terms

Monster Group (UK) Ltd may pass the information you provide us to our 3rd party couriers only for arranging the delivery of an item(s) when bought from any of our online stores.

If you opt to create an account with us your information will be stored on our secure server, for the purposes of order management and account management only. We will never pass your information on to a 3rd party unless needed for delivery purposes.

The information we will store is limited to non-financial information only. If your account is seen to be inactive for more than 24 months the data will be perinatally deleted from our database.

All data is stored on our secure, encrypted server. The server is located in a data centre in York, United Kingdom. If you would like more information on where and how the data is stored please contact us using the following email hello@monstergroupuk.co.uk

Important Documents

European Online Dispute Resolution platform - [Link](#)