



## Terms

**1. Definitions.** In these terms and conditions the following meanings will apply: Brand means Alternative Armies or The Ion Age which is a brand of the Company. The Company means Alector Ltd. whose main office is at Barrhill Road, Girvan, Ayrshire, KA26 0QD, Scotland. Customer means the person or company whose details are entered on any order or enquiry form on this website. Browser means any person accessing and using this website by means of software products enabling Internet connection. The website means the website at [www.alternative-armies.com](http://www.alternative-armies.com).

**2. Copyright and Intellectual Property.** Our websites are owned and operated by The Company and all contents and designs are copyright of The Company and its suppliers or agents. All logos and marks appearing on this site (unless otherwise indicated) are trademarks of The Company. Browsers using the site are permitted limited rights to view and print the contents for personal use only and are prohibited from copying or reproducing or reusing any of the contents or designs in any medium for any other purpose, in particular but not exclusively for any commercial gain. For a full list of Trademarks held, contact The Company.

**3. Products and Services.** Products and services offered by The Company, including for sale through The Website, include models of historical or military figures and associated accessories, in kit form for self assembly, and factory assembly and hand painting of these for collectors, hobbyists or wargamers. The company undertakes that all products are of suitable quality for purpose, however, Customers are asked to ensure that product and option details are carefully checked before ordering as mistakes by them may not be rectifiable. Precise colour or specification details may vary from illustrations.

**4. Conditions of Contract.** No contract will subsist between you The Customer and The Company for the sale of product(s) or service(s) to you, unless and until The Company accepts and confirms your order in writing or by email. The contract when formed will be deemed to have been concluded in Scotland and will be interpreted, construed and enforced in all respects in accordance with the laws of Scotland, and will be subject to the jurisdiction of the Scottish Courts. In the event that any clause within these terms is deemed at law to be unreasonable or unenforceable such clause will be deleted and such deletion will have no bearing on the validity or interpretation of the remaining clauses.

**5. Delivery.** Dispatch of products ordered from stock will normally be made within 3 working days from date of order. Please allow 28 days for delivery. For non-stock or custom manufactured items an estimated date of dispatch will be advised in the order confirmation. Carriage costs will be charged at cost as indicated on the order and confirmed to the Customer with the order acknowledgement. The Company will use its best endeavours to ensure timely delivery of all orders, but time of delivery will not be capable of being made of the essence of the contract as actual delivery to the Customer will be by independent carrier and outside the direct control of the Company. Dispatch of standard orders will be by Royal Mail. If a customer requires insurance or to be signed for etc then you will be asked to pay the required fee as arranged online or by email. Refer to our website shipping page for current rates and zones for postage. We offer standard shipping and a 'door to door' courier service as well. This is selected online during checkout. The Company accepts no responsibility for any local taxes, import duties or other levies placed against an order of products by the customer upon receipt. This is the customer's responsibility in all cases. Customers in the European Union (EU) have responsibility for all local taxes and VAT's upon receipt of an order from the company; all packages are sent DDU (Delivery Duty Unpaid).

**6. Price and Payment.** In all cases the price paid by the customer upon placement of an order is the final price of the goods. No alteration in price is made due to customers world region by the Company meaning VAT is paid in the UK and the price seen by the customer elsewhere in the world remains the same. The Company reserves the right to vary prices to reflect changes in price from its suppliers without notice and the contract price will be the price quoted in the contract confirmation. The price of the contract will require to be paid in full prior to dispatch of the products or fulfilment of the services unless otherwise agreed. Payment is of the essence of the contract and the Company will be relieved of any obligation under the contract if payment is not made in accordance with the contract terms.

**7. Payment and Personal Data Security.** To facilitate effective processing of orders the Company offers secure payment facilities online, via the website and can accept payment by major credit cards or debit cards by this method through Paypal. To this end cookies are used by the website server to track order details only and Customers are asked to accept these files from the website server only. Alternatively payment may be made in person at the Company's premises or by cheque or bank transfer by arrangement at time of contract. Personal details are encrypted during transmission and stored and used strictly in accordance with the Company's Data Protection Policy and will not be passed to any third party without your explicit permission. The Company's use of Personal Data is regulated by the UK Information Commissioner under Registration Reference Z5899802. As of 1<sup>st</sup> January 2021 the Company is full compliant with the UK GDPR General Data Protection Regulation. Contact our Data Control Officer for your information and its alteration or removal as per your rights.

**8. Warranty.** The Company warrants that all products and services supplied will be of suitable quality and fit for their designed purpose, and offers an unequivocal guarantee that they will be free from manufacturing defect or fault. Exceptionally however, any discounted or sale products will be sold as is and are specifically excluded from this guarantee. No guarantee is offered where products are used for purposes other than that for which they were designed. This warranty is in addition to, and does not affect, your statutory rights.

**9. Customers.** The Company extends the safeguards of the UK Consumer Protection (Distance Selling) Regulations 2000 to all customers worldwide. This guarantees a 14 day right of cancellation and full refund of payment, provided any products supplied within that time are returned in original condition at the customer's expense. Save as required by these regulations, or pursuant to clause 6 above however, the contract will be non-cancellable by the Customer, once confirmed by the Company. Ordering mistakes by Customers with regard to products, quantity or specification especially for custom manufactured or painted products will not constitute grounds for cancellation. In the case of orders which contain complete custom or painted units or forces for any of our gaming systems, unless the customer specifies their requirements then the Company will supply the painted and or custom product with a finish suitable for the gaming system. Notwithstanding, acceptance of cancellation by the Company in exceptional circumstances and any refund or part refund will be solely at the discretion of the Company.

**10. Returns.** In the unlikely event of products being faulty or of substandard quality, please report such problem immediately to the Company using the enquiry form or contact details on the website. Arrangements for the return of such product will be made on your behalf and the cost of return and replacement will be met fully by the Company. Goods should be returned together with original packaging wherever possible. In the event of cancellation of the contract, the Customer will be responsible for the safe return, and all costs of return, of the products in an undamaged, unworn state, together with all original packaging.

**11. Liability.** To the maximum extent permissible in law, the Company excludes all liability for any loss or consequential loss however incurred by the Customer, arising from any action or omission or failure by the Company in connection with the contract. In any event the maximum liability of the Company will be not more than the purchase price of the products or services under the contract, should the contract be cancelled for any reason.

**12. Title and Risk.** Title in the goods will pass to the Customer on payment of the full purchase price. Risk however, will be carried by the Company until such time as the products are delivered to the Customer.

**13. Force Majeure.** In the event of circumstances outside of the Company own control affecting the performance of the contract, the Company will be entitled to notify the Customer and revise or cancel the contract to reflect the changed circumstances and the Customer will accept such changes.

**14. Notices.** All communications in connection with the contract will be deemed to have been served if sent by ordinary mail to the Customer's postal address or by email to the Customers email address, as notified to the Company by the Customer. Communications to the Company should be addressed to the main office address at Barrhill Road, Girvan, Ayrshire, KA26 0QD, Scotland or by email to [sales@alternative-armies.com](mailto:sales@alternative-armies.com). Contact by telephone at +44(0)1465 841677 should be confirmed in writing if requested by the Company.