



# ***RH Wynne Sharp Vision***

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## TERMS AND CONDITIONS OF SALE

### **Please read all these terms and conditions.**

In order to complete the purchase, you must abide by the following terms and conditions, so please be kind enough to read them carefully. Should anything appear questionable/unclear, do not to hesitate to contact us directly on 0207 607 4030.

### **Application**

- 1) These Terms and Conditions will apply to purchase of the goods by you (the **Customer / you**). We are R H Wynne Sharp Vision opticians (106 Seven Sisters Road, Islington, London, N7 6AE – the **Supplier / us / we**).
- 2) By completing a purchase from us, you agree to abide by these Terms and Conditions. You can only purchase Goods from us if you are 18 years of age and eligible to entering a mutually binding contract.

### **Interpretation**

- 3) **Consumer** means an individual purchasing Goods bound by the stipulation of these Terms and Conditions.
- 4) **Agent** is an individual/company acting at the behest of Consumer for the purposes of transit and inspection of Goods.
- 5) **Contract** means the legally binding agreement between us and the Consumer for the purpose of supply of Goods.
- 6) **Delivery Location** is a specific place where the Consumer wishes us to supply the Goods to, as per mutual agreement (it may be premises or location).
- 7) **Collection point** means our premises/any other mutually agreed location from which Consumer or his Agent want to collect the Goods from.
- 8) **Goods** mean goods advertised on our Website/websites of third party vendors (including, but not limited to eBay, Amazon, Bimedis, Optical Marketplace).
- 9) **Order Confirmation** is an email that stipulates relevant details regarding Goods and their delivery/collection point.
- 10) **DRGPLI - Declaration of the Receipt of Goods and Public Liability Insurance** is a document that Consumer/Agent signs before dispensing at the Collection Point to confirm receipt of Goods in working condition as well as disclosing relevant public liability insurance reference. It contains images of the purchased item (Goods) to validate sound and working condition. If we are responsible for the delivery, this document acts as a Delivery Note (to be signed by the recipient), but it excludes public liability clauses.
- 11) **Privacy Policy** details how we deal with confidential and personal details disclosed to us by Consumer.
- 12) **Our Website** is: <https://www.wynnesharpvision.com/>
- 13) **Third Parties Vendors' Websites** are: <https://www.amazon.co.uk> ; <https://www.ebay.co.uk/> ; <https://bimedis.com/> ; <https://www.opticalmarketplace.co.uk/>



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## **Goods**

- 14) The description of Goods is consistent with information set out on our/third party vendors' websites and is for illustrative purposes only; there may be small discrepancies in size and colour of supplied Goods.
- 15) All Goods advertised using our online platforms are subject to availability.
- 16) We reserve the right to remove any item from current stock without notice and shall not accept any liability inadvertently or directly caused by any such exclusion.

## **Personal Information**

- 17) We retain and use all information provided by Consumers as per our Privacy Policy.
- 18) By placing an order and therefore consensually entering into the purchase agreement with us; you expressly agree to any forms of electronic communication between you and us.
- 19) Should you wish us to purge your personal details after transaction; you're bound to inform us in writing (email/hard copy letter) and you will allow 3 months' period starting from the date of receipt (of aforementioned email/letter) to action it.

## **Basis of Sale**

- 20) We reserve the right to reject any order of the Goods and are under no contractual obligation to sell. However we will specify the reasons for cancellation.
- 21) It is your responsibility to ensure that all contact and delivery details are correct, as we will accept no liability arising from misspellings, errors and/or omissions.
- 22) Purchase contract is binding from the moment of receipt of the Order Confirmation by Consumer. It shall be emailed no later than 48 hours after the purchase. Please be kind enough to review confirmation at your earliest discretion and notify us immediately about any discrepancies/errors/changes against your order.
- 23) Quotations are valid for 30 days from the date of issue.
- 24) No alterations shall be applied to the contract after it becomes binding (receipt of Order Confirmation by the Consumer), unless by an explicit and mutual consent between both concerned parties expressed in writing.

## **Price and Payment**

- 25) The price of Goods is explicitly outlined by our websites, but it excludes delivery.
- 26) We are able and willing to organize deliveries at additional cost upon mutual agreement.
- 27) Prices include VAT rate at 20% of Goods' value.
- 28) No Goods shall be dispensed without full payment being cleared.
- 29) Whilst we exercise the utmost professionalism and due diligence in assisting our Consumers in securing financing, please note that all loans are within the purview of third-party FCA regulated financial entities and as such are completely outside of our discretion in terms of timetable, review and approval; we shall not bear any liability due to delays/cancellations of money transfers between Consumers and third parties.

## **Delivery & Collection**

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- 30) Collection shall be made from the Collection Point as per mutual agreement between us and Consumer and within the timetable specified by you, but no later than 90 days from the date of purchase.
  - 31) Should you wish to empower an outside contractor (be it an individual or a company) to act as your Agent; we are only able to accept them if they have public liability insurance against damage incurred in transit (including mishandling). Their name, contact details, public affiliation and their liability insurance reference must be submitted to us in writing before collection can be arranged.
  - 32) You agree that any and all Agents acting at your behest are empowered to inspect, sign for, collect, transport and store Goods on your behalf.
  - 33) Before leaving our premises/alternate Collection Point he will be required to sign **Declaration of the Receipt of Goods and Public Liability Insurance** statement, which shall be binding to the Consumer.
  - 34) Should the delivered Goods arrive damaged/faulty/malfunctioning in contrast to signed DRGPLI, then you must refer the matter to the Agent's insurer; no refunds shall be processed until:
    - a) Insurer reviews and approves the cost of the Goods.
    - b) Goods are returned to the original Collection Point.
    - c) Restocking fee shall be applied equivalent to 30% of the value of returned Goods.
  - 35) We will deliver the Goods to the Delivery Location on the agreed day, but no later than 30 days after purchase. Please note that we are unable to guarantee timed deliveries.
  - 36) Should we fail to deliver, regardless of circumstances beyond our control, you can terminate this contract if:
    - a) we refused to deliver the Goods on a specified date;
    - b) we failed to deliver on the second attempt within mutually agreed period.
  - 37) You will receive full refund in the case of termination of this Contract, pursuant to an a and b subsections of the point 36.
  - 38) Should you require us to deliver to an address beyond United Kingdom and British Overseas Territories, you will be required to cover any and all ancillary costs entailed (including, but not limited to, import duties and local taxes).
  - 39) If you or your Agent fail to, through no fault of ours, receive the Goods at the Delivery Location we may charge you a reasonable cost of additional transport and storage.
  - 40) The Goods become your responsibility from the moment you accept delivery/ your Agent collects the Goods after signing DRGPLI.

### **Risk & Title**

- 41) Risk of damage to, or loss of, any Goods will pass to you after delivery/collection.
- 42) You do not own the Goods until full payment has been cleared.

### **Withdrawal, cancellation & refund**

- 43) You can cancel your order before signing purchasing contract without disclosing any details in which case you shall be entitled to full refund within the next 48 hours after cancellation. No liability shall be incurred on your part.
  - 44) You can cancel your order up to 14 days after signing the contract, but before the collection/delivery and you will be entitled to the full refund within 48 hours after cancellation.
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- 45) All refunds shall be made using BACS transfers, to the same account from which the purchase charge has been initially drawn.
- 46) If you cancel your contract after collection/delivery; you will be liable to 30% restocking fee and any extra costs associated with return delivery. 70% refund will be subject to inspection of the Goods, which have to be in a condition consistent with images pasted onto DRGPLI (delivery note).
- 47) Should you fail to deliver back the Goods in the same condition as they were dispensed, we may deduct the perceived value of restoring the item from the remainder of the refund.

## **Warranty**

- 48) We will provide a limited 3 months' warranty on all supplied Goods, consistent with Consumer Right Act:
  - The goods should be fit for purpose
  - Be of satisfactory quality
  - Be as described on our/third party vendors' websites
- 49) If you discover a fault in the item within 30 days from the date of purchase, you are entitled to the full refund after returning the Goods to us (however they must be consistent with the signed DRGPLI, otherwise extra restoring charges may be applied as per point 47)
- 50) Between 31<sup>st</sup> and 90<sup>th</sup> day of purchase you must allow us to replace or repair the Goods, should you find a fault in them
- 51) Starting from 91<sup>st</sup> day it is solely within our discretion whether we refund/repair or replace the Goods, but we do strive to accommodate all reasonable requests from our Consumers in order to ensure the utmost satisfaction.

## **Circumstances beyond the control of either party**

- 52) In case of failure to uphold any part of the contract by either party due to events beyond reasonable control:
  - a) The party will advise other party as soon as reasonably possible.
  - b) The party's obligations will be suspended until successfully overcoming the obstacle, provided that every possible effort shall be exercised by concerned party towards resolution.

## **Privacy**

- 53) All personal and confidential data shall be handled by us in compliance with Data Protection Regulation.
- 54) For the purposes of this contract: we are a Data Controller of your Personal Data we Process in order to supply the Goods.
- 55) For any inquiries and complaints regarding us handling your data, please be kind enough to contact us directly.

## **Excluding liability**

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56) The supplier does not exclude liability for: (i) any fraudulent act or omission; or (ii) death or personal injury caused by negligence or breach of the Supplier's other legal obligations. Pursuant to these points: Supplier is not liable for (i) loss which was not reasonably foreseeable to both parties at the time of signing this Contract, or (ii) any losses to the Consumer's business, trade, reputation, trade, craft or profession.

### **Governing law, jurisdiction and complaints**

- 57) This Contract is governed by the law of England and Wales.  
58) Disputes can be submitted to the jurisdiction of Consumer's local courts.  
59) We pride ourselves in doing an absolute and uncompromising utmost for both our patients and clients, and as such we strive to exhaust any available avenues to avoid disputes and litigation. In case of disputes/discrepancies/miscommunications or any other way you feel we have fallen short of your expectations; please do not hesitate to contact us directly and we will try to go above and beyond the call of duty to rectify the shortcomings to the most demanding of standards.  
60) Please be kind enough to allow 24 business hours for all replies.

### **Supplier:**

Simon Kahsai (MD)  
R H Wynne Sharp Vision  
106 Seven Sisters  
Islington  
LONDON  
N7 6AE

*Personal mobile: 07916 828 916*

[kahsais@yahoo.co.uk](mailto:kahsais@yahoo.co.uk)



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## **Consumer(s):**

Print name:

Address:

Contact details:

Signature:

Date:

## **Agent(s):**

Print name:

Address:

Contact details:

Public liability insurance provider:

Insurance reference: