

Glasses 4 Less Terms & Conditions of Sale

These Terms and Conditions govern the supply of goods sold by Orkney Optical Laboratory (referred to as "the Seller") of Garisle, Burray, Orkney, Scotland, KW17 2SS via this web site - www.glasses4less.net

1. In these Conditions:

In these terms and conditions "the Buyer" means the individual, firm or company with whom the seller contracts to sell the goods. "Goods" means the Non-Personalised Goods and the Personalised Goods, materials or services which are subject to these conditions.

"Non-Personalised Goods" means the Goods purchased by you from us which do not require manufacture according to your particular specifications.

"Order" means orders placed via our ordering system on the website, by telephone or by post.

"Site" means the websites owned and operated by Glasses4Less at <http://www.glasses4less.net> or <http://www.glasses4less.uk.com>

"Seller" means Glasses4Less

"Glasses4Less" means Orkney Optical Laboratory

This contract is subject to and governed by Scots law.

These Terms and Conditions in combination with the order form constitute the complete agreement between the Seller and the Buyer (customer). Our acceptance of your order by delivery of the goods constitutes a legally binding contract between us on these terms and conditions.

2. Conditions of Sale (all Goods)

By submitting your Order you warrant, represent and undertake:

2.1 that you (the Buyer) are over 18 years of age and not registered blind or partially sighted. Goods other than spectacles may be purchased freely by all persons over the age of 18.

2.2 that you are in possession of a written prescription for spectacles issued within the last 2 years if you are under 70 years old or within the last twelve months if you are aged 70 or over, by a registered medical practitioner or registered optometrist ("your optician") following a sight test by him/her and that any recommended retest date has not elapsed.

2.3 to supply full and accurate, complete details of your current prescription (including any notes on the prescription) and any contact details as given to you by your optician. If requested a copy of your prescription must be provided to us.

2.4 that you do not know of any good reason why the Goods may not be suitable for your requirements.

2.5 if you have worn spectacles before and have experienced any problems, to provide us with full and accurate details of such problems.

2.6 if you are submitting your existing spectacles for us to re-glaze, copy or extract measurement details from that you have not experienced any difficulties or problems with those spectacles.

2.7 that you are acting in your capacity as an individual consumer and the Goods in their entirety shall not be used for resale or anything other than your own personal use.

2.8 that you are the authorized to use any credit/debit card you may use on this Site.

3. Price & Payment

3.1 The price payable for the goods you order is as set out on our website at the time you place your order plus any charges for lens extras, postage & packing and insurance as applicable.

3.2 We must receive full payment for the goods you order and any applicable charges for postage, packing and insurance, before your order can be processed. All goods must be paid for in full prior to dispatch.

3.3 All prices stated are in Pounds Sterling and include VAT.

3.4 Glasses4Less takes all reasonable precautions to ensure that prices displayed on our web site are correct, however we can not guarantee that you will not encounter a mispriced item on our Site due to oversight on our part or some small discrepancy due to VAT calculation rounding. If an item is mispriced we will contact you and give you the choice to accept the correct price or cancel the Order. Small overpayments due to VAT rounding software errors are refunded automatically if encountered.

4. Orders of Goods

Orders can be placed:

4.1.0 via our website

4.1.1 by telephoning Glasses4Less on +44 (0)1856 731269; or

4.1.2 by completing the order form downloaded from the site and sending it by fax to +44 (0)1856 731345

4.1.3 by completing the order form downloaded from the site and posting it to Garisle, Burray, Orkney, Scotland, KW17 2SS.

4.2 Your submission of the Order, whether submitted electronically, by telephone, fax or post represents an offer to purchase the Goods from Glasses4Less.

4.3 Confirmation of receipt of this Order, either verbally or via e-mail will not constitute an acceptance by Glasses4Less of your Order.

4.4 There will be no binding contract between you and Glasses4Less for the supply of Non-Personalised Goods until the Goods have been dispatched to you.

4.5 You may change your order for Non-Personalised Goods at anytime until the Goods are dispatched by contacting Glasses4Less via e-mail, telephone, post or fax. You must notify us as soon as possible of any changes to your order.

4.6 Alterations and cancellations to your order for Personalised Goods (prescription orders) may not be accepted once the manufacturing process has commenced. In the case of cancellation after production of the order has commenced, we reserve the right to charge and ship as normal. If the order is shipped Glasses4Less may not accept any return or request for a refund.

4.7 Because orders may be processed very rapidly, it is in your best interest to notify us as soon as possible of any errors, omissions, alterations or cancellations.

5. Delivery, Title & Risk

5.1 Goods will be delivered in accordance with your order. A valid signature for high value items may be required on delivery. Title of goods is retained by the Seller (Orkney Optical Laboratory) until payment is received in full.

5.2 In the unlikely event that you have not received your goods within 10 days of the notified dispatch date you must notify us immediately.

5.3 Risk in the Goods shall pass to you when the Goods are delivered to the delivery address set out in the Order.

5.4 In the event of returned Goods, risk in the Goods remains with you until the Goods are received by Glasses4Less

5.5 If your Order is accepted by Glasses4Less, delivery shall take place no later than 28 days following receipt of your order.

6. Availability, Limitations of supply

6.1 Glasses4Less endeavor to hold sufficient stock to ensure all customer orders are fulfilled, however we cannot guarantee the availability of Goods.

6.2 On the rare occasion where we have insufficient stock to fulfil your order we shall notify you immediately and either place the job on back order or offer a suitable alternative. If this is not acceptable, we will refund in full any payment made by the Buyer back to the original credit/debit card.

6.3 If due to unforeseen circumstances, items suddenly become unavailable. We will refund in full any payment made by the Buyer back to the original credit/debit card.

6.4 If, after trying all reasonable means to contact you we receive no response from you, Glasses4Less may, at its absolute discretion, provide suitable replacement Goods of an equivalent specification, quality and value. Or cancel the Order with a full refund.

6.5 Glasses4Less tries to ensure that there are no changes to the Goods supplied and that they accurately match the descriptions on our web site; however it is possible that minor variations to the specification and design of Goods may occur due to changes made by the manufacturers. This is beyond our control. Manufacturers reserve the right to alter the design or specification of a product at anytime without notice.

6.6 Glasses4Less reserves the right to refuse an order at anytime.

7. Supply of Spectacles

7.1 Glasses4Less has the absolute right to refuse acceptance of any order for prescription spectacles deemed unsuitable.

7.2.0 If considered appropriate or necessary before an Order is accepted, Glasses4Less reserves the right to;

7.2.1 contact you to discuss your Order and provide advice.

7.2.2 contact the registered medical practitioner or optometrist who provided your prescription to verify and/or discuss your prescription.

7.2.3 request that you obtain an accurate pupillary distance measurement from your optician.

7.2.4 request that you obtain a new written prescription.

7.3 Unless specially agreed with our supervising optician, Glasses4Less will only supply spectacles with lenses of a spherical power between +8.00 and -8.00 (dioptries) and a cylindrical power between +4.00 and -4.00 (dioptries).

7.4 Orders for multifocals (bifocals or varifocals) will not accepted where the reading addition exceeds +3.50 or is less than +0.75 dioptries.

7.5 If you do not submit your pupillary distance measurement (P.D) to us Glasses4Less will use an average measurement of 63mm for distance and 60mm reading. However, as referred to in Clause 7.2.3 we may request that you obtain an accurate pupillary distance measurement from your optician prior to accepting your order if it is considered necessary and appropriate.

7.6 Neither cellulose nitrate nor celluloid has been used in the manufacture of the Goods or the manufacture of any part of them.

7.7 All spectacle frames supplied by Glasses4Less are CE marked. All optical lenses supplied by Glasses4Less are supplied by companies that comply with European Community Standard 93/42/CEE for medical devices, which defines the minimum impact resistance of lenses.

7.8 All glazed prescription spectacles conform to the requirements specified in the relevant European and British Standards, including but not limited to BS2738, BS EN166, BS EN1836.

7.9 The Seller is registered with the MHRA (Medicines and Healthcare products Regulatory Agency) as a supplier of class I medical devices.

8. Cancellation & Returns

8.1 The Buyer has the right to cancel an order within 14 days of the date of delivery, where your Order (or part of your Order) relates to Non-Personalised Goods. Such notice must be given in writing by mailing, faxing or emailing to the numbers or address set out on the contact page of the website. Please include the Buyer's full details and your reasons for cancellation.

8.2 You have no right to cancel that part of your Order relating to Personalised Goods made to your own specifications (prescription orders) as they are no longer fit for re-sale. Any concessions, forbearance or indulgence shown or granted by Glasses4Less to you, the Buyer shall not in any way effect or prejudice the right of the Seller against the Buyer or be regarded as a waiver of this condition.

8.3 If the buyer has already taken delivery of Goods Glasses4Less will only refund the full cost of the Goods upon safe receipt of the returned Goods and any items and packaging accompanying the Goods in substantially the same condition as when you received them.

8.4 All refunds will be paid within 30 days of the returned Goods being received and will include the total price paid for the Goods excluding any postage paid.

8.4.1 The Buyer must return the goods to the Seller at the Buyer's cost unless the goods are being returned because they are faulty or incorrect goods, in which case the Seller will meet the cost of return via the Seller's nominated Royal Mail delivery service.

8.5 The cost of carriage and insurance is non-refundable if the Goods are not faulty.

8.6 The cost of carriage and insurance is non-refundable if the Sellers preferred method (nominated) delivery service is not used.

8.7.0 No monies will be refunded if:

8.7.1 the Goods are not received by Glasses4Less

8.7.2 the Goods are not received in an 'as new' resalable condition in accordance with Clause 6.2

8.7.3 Glasses4Less has not received full payment

8.7.4 you, the Buyer are in breach of your obligations under these Terms & Conditions of Supply.

9. Liability

- 9.1** If goods prove on inspection to be defective in material or workmanship, the Seller undertakes at its discretion to replace, repair or refund to the Buyer the price of the Goods.
- 9.2** In no circumstances will liability exceed the cost of replacement or the price paid by you for the Goods to which the Order relates, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise.
- 9.3** If the Goods or any part thereof are damaged or lost while in the custody of a carrier, the Seller will, at its sole option, either replace such Goods or part thereof, or refund to the Buyer the cost or price of the same.
- 9.4** The liability of the seller shall only apply to defects that appear under proper use and shall not apply to defects that arise from the Buyer's neglect, misuse or from normal wear and tear.
- 9.5** Glasses4Less accepts no liability in respect of any non-standard use of Goods such as, by way of example only, in extreme sports.
- 9.6** Any Goods returned to the Seller and replaced by the Seller shall be the property of the Seller.
- 9.7** The Seller's liability under this clause shall be in lieu of any warranty or condition implied by law as to the quality or fitness for any particular purpose of the Goods and, save as provided in this clause, the Seller shall not be under any liability, whether in contract tort or otherwise, in respect of defects or injury.
- 9.8** The Seller will not be liable to the Buyer for any administrative costs, inconvenience, disappointment, indirect or consequential or indirect loss of any kind arising out of or in connection with this Agreement however caused and whether arising under contract, tort, delict, negligence, misrepresentation or otherwise. The Sellers liability is limited to a full refund. This does not affect your statutory rights as a consumer.
- 9.9** The Seller shall not be liable for any lost or damage results from information provided by you that is inaccurate, false or misleading or that otherwise results from a breach by you of these Terms & Conditions.
- 9.10** The Seller is subject to United Kingdom Law. We make no legal provision for other countries and customers outside the UK take full and sole responsibility for compliance with the law in their own country.

10. Disclaimer of Warranty

The content contained in this site is provided by Glasses4Less as a service to its customers. The information provided in this site is only general health information, and is intended for information and interest only to facilitate communication between you and your Optician or General Practitioner. This site does not provide medical diagnosis for any individual and must not be used as a substitute for professional medical advice, diagnosis, treatment or care. Any medical questions you may have about your specific medical condition, treatment, care, or diagnosis must be referred to your registered Ophthalmic Optician or General Practitioner. You should never disregard medical advice or delay seeking professional advice because of any information contained in or related to this site. The Company does not endorse, operate, control, or assume responsibility for any product, brand, method, treatment, information or service on this site. The information, services, and products contained in this site are provided "as is" without warranty of any kind, express or implied.

11. Force Majeure

The Seller shall have no liability to the Buyer for any failure or delay in supply or delivery or for any damage or defect to goods supplied or delivered hereunder that is caused by any event or circumstance beyond our reasonable control (including, without limitation, natural disasters, Acts of God, riots, civil commotion, strikes, shortage of supply, lockouts and other industrial disputes, war, disease or fire.)

12. General

If any part of these conditions is invalid, illegal or unenforceable (including any provision in which we exclude our liability to you) the validity, legality or enforceability of any other part of these conditions will not be affected. The remaining provisions shall continue in force subject to such modification as may be necessary to achieve the objectives of these Terms and Conditions. This contract shall be governed by and interpreted in accordance with Scots law. These terms and any contract between the seller and customer shall be governed exclusively by the Law of Scotland. The seller and customer agree to submit to the jurisdiction of the Sheriff Court at Kirkwall in any dispute arising

between us. In the event that the buyer is outwith Scotland it will be the buyer's responsibility to comply with the law of their own jurisdiction.

12.2 In the interpretation of these Terms and Conditions the headings are for convenience only and shall not affect the interpretation of this agreement.

12.3 You may not assign, sub-license, sub-contract or otherwise transfer in whole or in part any of its rights or obligations under this agreement.

12.4 None of our representatives, employees or agents have authority to vary, amend or waive any of these Terms and Conditions on behalf of Glasses4Less and no variation or waiver by such persons shall have any effect unless expressly agreed with you in writing by Glasses4Less.

12.5 No forbearance or indulgence shown or granted by the Seller to the Buyer shall in any way effect or prejudice the right of the Seller against the Buyer or be regarded as a waiver of these conditions.

13. VAT

The Seller is VAT registered and VAT is charged at 17.5% on all purchases.

14. Accessories

The Seller will supply all frames with one appropriate case and lens cloth. All electrical items are supplied with an appropriate plug (UK)

15. Design, Images and Reproduction

The Seller can not guarantee the quality of the reproduction of the images on this website. Whilst every care is taken during the photography and editing of the frame images the actual colour may vary from that shown due to differences in performance of computer systems, monitors and LCD characteristics, including the limitations of this website.