

These Terms and Conditions are for Consumers who are buying products through our Website. If you are a business customer, please visit <https://www.5staroffice.net/b2b-terms> for the B2B Terms and Conditions or visit <https://www.5staroffice.net/account-holder-terms> if you are a Business Account Customer for Account Customer Terms and Conditions.

Terms & Conditions for Consumers

Please read these Terms and Conditions carefully before ordering any Products from our site, in particular clause 13. You should understand that by ordering any of our Products, you agree to be bound by these Terms and Conditions.

You should keep a copy of these Terms and Conditions for future reference.

1. Information about us

- 1.1. www.5staroffice.net is a website operated by Warrens Office Limited trading as 5 Star Office of Unit 1 Moorside Point, Moorside Road, Winchester SO23 7RX (registered company number 01613232).

2. Definitions

- 2.1. In these Conditions, the following definitions apply:

“Contract” means any contract between You and Us for the purchase of Products, incorporating these Terms and Conditions.

“Delivery” means the delivery of the Products to the Delivery Address in accordance with clause 5.**Error! Reference source not found..**

“Delivery Address” means the address for delivery set out in Your online order form.

“Dispatch Confirmation” means the email from Us to You that confirms that the Products have been dispatched.

“Order” means Your order for the Products as detailed in the online order form or in Our Dispatch Confirmation.

“Products” means the products (or any part of them) displayed for sale on the Website and set out in the Order.

“Terms and Conditions” means the terms and conditions set out in this document as amended from time to time by Us.

“We/Us” means Warrens Office Ltd trading as 5 Star Office of 1 Moorside Point, Moorside Road, Winnall, Winchester, Hampshire SO23 7RX (registered in England and Wales with company number 01613232).

“Website” means the website located at www.5staroffice.co.uk or any subsequent URL which may replace it;

“You” shall mean the person, firm or company purchasing or offering to purchase the Goods from the Company as may be specified in its online order form.

3. Use of our Website

- 3.1. Our Website is only intended for use by people, firms or companies who are resident or registered in the UK. We do not accept orders from those who are not resident or registered in the UK.
- 3.2. By placing an Order through our Website, You warrant that:
 - 3.2.1. You are legally capable of entering into binding contracts; and
 - 3.2.2. You are resident or registered in the UK; and
 - 3.2.3. You are accessing our Website from the UK.
- 3.3. The Terms of Website Use, which can be found at www.5staroffice.net/terms-conditions, form part of these Terms and Conditions.
- 3.4. You are responsible for making all arrangements necessary for You to have access to our Website.

4. How the contract is formed between You and Us

- 4.1. After placing an Order on our Website, You will receive an email from Us acknowledging that we have received your Order. This is not an acceptance by Us of Your Order. Your Order constitutes an offer to buy the Product(s). All Orders are subject to acceptance by Us and we will confirm such acceptance by sending you the Dispatch Confirmation, which is an email that confirms that the Product or Products have been dispatched. The Contract between You and Us will only be formed when we send you the Dispatch Confirmation.
- 4.2. The Contract will only relate to the Product or Products that We have confirmed in the Dispatch Confirmation. We will not be obliged to supply any other Product or Products, which may have been part of your Order, until the dispatch of such Product or Products has been confirmed in a separate Dispatch Confirmation.
- 4.3. In the event that any Product or Products ordered by You are not available, We reserve the right to offer You an alternative Product or Products of equivalent quality and value, so far as is possible, to the Product or Products ordered by You (the “Alternative Product”). Details of the Alternative Product will be set out in the Dispatch Confirmation. By accepting Delivery of the Alternative Product, You accept the offer from Us to supply the Alternative Product.

5. Delivery

- 5.1. Your order will be fulfilled by the delivery date set out in the Dispatch Confirmation but any dates quoted for Delivery are approximate only and the time of Delivery is not of the essence.
- 5.2. We shall have no liability for any failure to deliver the Products to the extent that such failure is caused by your failure to provide Us with adequate Delivery instructions or any other instructions that are relevant to the supply of the Products.
- 5.3. Delivery of the Product or Products shall be completed on arrival of the Product or Products at the Delivery Address.

6. Risk and Title

- 6.1. The Product or Products will be at your risk from Delivery.
- 6.2. Title (ownership) of the Product or Products will only pass to You when We receive full payment of all sums due in respect of the Product or Products, including Delivery Charges.

7. Description

- 7.1. Although We aim to keep our Website as up to date as possible, the information including descriptions of Products appearing on our Website at a particular time may not always reflect the position exactly at the moment that You place an Order.

8. Price and Payment

- 8.1. The price of the Products (the "Price") will be as quoted on our Website from time to time, except in cases of obvious error, and will exclude VAT.
- 8.2. The Price excludes the cost of Delivery ("Delivery Costs") and these will be added to the total amount due.
- 8.3. Prices and Delivery Costs are liable to change at any time but changes will not affect Orders in respect of which We have already sent a Dispatch Confirmation to You.
- 8.4. Our Website contains a large number of Products and it is always possible that, despite our best endeavours, some of the Products listed on our Website may be incorrectly priced. Prices are normally verified as part of our dispatch procedures so that where a Product's correct price is less than the stated price on our Website, We will usually charge You the lower amount when dispatching the Products. If the Product's correct price is higher than the stated price on our Website, We will normally, at our discretion, either contact You to offer the Products at the higher price before dispatching the Products or reject your Order and notify You of such a rejection.
- 8.5. We are under no obligation to provide the Product to you at the incorrect (lower) price, even after we have sent you a Dispatch Confirmation, if the pricing error is obvious and unmistakeable and could have reasonably been recognised by You as a mis-pricing.
- 8.6. Payment for all Products must be by credit or debit cards. We accept payment by all major credit cards with the exception of AMEX. We will not charge your credit or debit card until we dispatch your Order.
- 8.7. Time for payment shall be of the essence and no payment shall be deemed to have been received until We have received cleared funds.

9. Consumer Rights

- 9.1. If You are a Consumer, You are entitled to cancel the Contract without giving any reason provided that you exercise Your right no longer than 14 days after the day on which Delivery takes place.
- 9.2. Except where the Product or Products are defective or not as described, your right to cancel the Contract does not apply to:
 - 9.2.1. Products which have been personalised or made to your specification, including but not limited to business cards and other personalised items of stationery;
 - 9.2.2. Products which are perishable, including but not limited to food and beverages;
 - 9.2.3. Products which are liable to deteriorate or expire rapidly, including but not limited to sealed ink or toner cartridges that have become unsealed after Delivery;
 - 9.2.4. Sealed products which are not suitable for return due to health protection or hygiene reasons, including but not limited to first aid supplies, ear plugs and face masks that have become unsealed after Delivery; and
 - 9.2.5. Sealed audio and/or video recordings and sealed computer software if such Products become unsealed after Delivery.
- 9.3. To exercise the right to cancel, You must:
 - 9.3.1. Retain possession of the Product or Products and take reasonable care of them;
 - 9.3.2. Inform Us of your decision to cancel the Contract by a clear statement, including details of your name, geographical address, details of the Order that you wish to cancel and, where available, your telephone number and email address; and
 - 9.3.3. Return the Product or Products to Us immediately, in the same condition in which you received them, and at your own cost and risk.
- 9.4. You can cancel by emailing sales@5staroffice.net, telephoning 01962 867060 or by writing to Customer Services, 5 Star Office, Unit 1 Moorside Point, Moorside Road, Winchester SO23 7RX.
- 9.5. To meet the cancellation deadline, it is sufficient for You to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
- 9.6. If you cancel the Contract, We will reimburse to You all payments received from You, including the costs of Delivery (except for supplementary costs arising if You chose a type of delivery other than the least expensive type of standard delivery offered by Us).
- 9.7. We may make a deduction from the reimbursement for loss in value of any Product or Products returned under your right to cancel, if the loss is the result of unnecessary handling by You.
- 9.8. We will reimburse You by the method used to pay the original transaction, the amount in relation to Products to which cancellation rights apply. We will make this reimbursement within 14 days of receipt by Us of the Product or Products returned by You.

10. Refunds Policy

- 10.1. Where You return Products to Us ("the Returned Product(s)"), We will examine the returned Products and notify you whether or not We accept your claim for a refund via email within a reasonable period of time.

- 10.2. Where We agree that a refund is due, We will refund You by the method used to pay the original transaction. We will usually process the refund within 14 days of receipt of the Returned Product(s) or from the day on which we confirmed to You that You were entitled to a refund, whichever is sooner.

11. Data Protection

- 11.1. We shall comply with all applicable laws including the General Data Protection Regulation (Regulation (EU) 2016/679) and all related data protection legislation having effect in the United Kingdom from time to time. For further information on our use of any of your data, please see our data privacy policy at www.5staroffice.net/privacy-policy.

12. Events outside of our control

- 12.1. For the purposes of these Terms and Conditions, a Force Majeure Event means an event beyond the reasonable control of Us including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to our workforce) or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.
- 12.2. We shall not be liable to You as a result of any delay or failure to perform our obligations under the Contract as a result of a Force Majeure Event.

13. Assignment

- 13.1. We may assign the Contract or any part of it to any person, firm or company.
- 13.2. You are not entitled to assign the Contract or any part of it without our prior written permission.

14. Our liability

- 14.1. We warrant to you that any Product purchased from us through our site is of satisfactory quality and that it is fit for purpose.
- 14.2. Nothing in these Terms and Conditions shall limit or exclude our liability for death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable), fraud or fraudulent misrepresentation, breach of the terms implied by section 12 of the Sale of Goods Act 1979, breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982, or defective products under the Consumer Protection Act 1987, or any matter in respect of which it would be unlawful for Us to exclude or restrict liability.
- 14.3. Subject to clause 13.1, We shall not be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit or indirect or consequential loss arising under or in connection with the Contract (including any losses that may result from a deliberate breach of the Contract by Us, our employees, agents or subcontractors).
- 14.4. This clause 14 shall survive termination of the Contract.

15. Our right to vary these Terms and Conditions

- 15.1. We have the right to revise and amend these Terms and Conditions from time to time.

- 15.2. You will be subject to the policies and Terms and Conditions in force at the time that You order products from Us, unless:
- 15.2.1. Any change to those policies or these Terms and Conditions is required to be made by law or governmental authority (in which case it will apply to Orders previously placed by you); or
 - 15.2.2. If we notify you of the change to those policies or these Terms and Conditions before we send you the Dispatch Confirmation (in which case we have the right to assume that you have accepted the change to the Terms and Conditions, unless you notify us to the contrary within seven working days of receipt by You of the change).

16. General

- 16.1. You accept that communication with Us will be mainly electronic. We will contact You by email or provide You with information by posting notices on our Website. Where there is any legal or contractual requirement that a communication shall be in writing, it shall be sufficient that such a communication is made through these electronic means.
- 16.2. All notices under the Contract shall be in writing addressed to:
- 16.2.1. Where We are the recipient, to paul@warrensoffice.co.uk; or
 - 16.2.2. Where You are the recipient, to the email address provided by You in the Order.
- 16.3. Notices are deemed to have been duly given by email:
- 16.3.1. If the email or other electronic transmission is sent on a business day before 4.30pm, that day; or
 - 16.3.2. In any other case, on the next business day after the day on which the email or other electronic transmission was sent.
- 16.4. These Terms and Conditions apply to all our sales to the exclusion of any other terms that You seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Any representations about the Products shall have no effect unless expressly agreed in writing and signed by Us. You acknowledge that You have not relied on any statement, promise or representation made or given by or on behalf of Us which is not set out in the Contract. Nothing in this condition shall exclude or limit our liability for fraudulent misrepresentation.
- 16.5. Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy that We have whether under the Contract or not.
- 16.6. If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable, it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 16.7. Failure or delay by Us in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of our rights under the Contract.
- 16.8. Any waiver by Us of any breach of, or any default under, any provision of the Contract by You shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract
- 16.9. The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

16.10. This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by English law, and the Contract shall be subject to the exclusive jurisdiction of the English courts.