

## Terms & Conditions

The following Terms and Conditions relate to direct sales made by Emotive Control Systems Ltd (ECS). Any sales made by retailers or other company supplied by us will be subject to their Terms and Conditions.

### **Returns/Cancellation Policy**

ECS adheres to the UK Government Distance Selling Regulations. As such, if you buy from us without ever having met us or seeing the goods and then decide you cannot use or do not want the goods, you are allowed 7 days to cancel them.

Cancellation must be in “durable” means, which mainly means anything other than telephone/verbal.

Goods must be returned to us in saleable condition with return carriage at your cost and risk. If you wish us to arrange the pick-up we will deduct these costs from the sum reimbursed. The goods must be securely packed; our courier will not collect goods inadequately packed. In the event our courier is unable to collect the goods for whatever reason a cancellation fee may be additionally payable.

Note also that our goods are sold ex-works, with outward carriage arranged separately. Indeed you may pick the goods up from us and avoid the carriage costs – this would also mean, of course, that the transaction was not Distance Selling. In the event of a refund only the cost of goods will be refunded, not the carriage costs.

If you order repeat goods from us or we supply goods to your individual specification, the 7 day return policy will not apply.

If we have met and discussed the goods at either our premises or elsewhere the goods then being purchased on the same day or subsequently the Distance Selling Regulations do not apply.

In the case of 7 day returns we will refund the cost of the goods, less any appropriate costs as indicated above, within 30 days of cancellation.

In cases where the Distance Selling Regulations do not apply, i.e. we have met or you have seen the goods prior to purchasing, we are not obliged to accept any returned goods or offer a refund including deposits.

### **Warranty**

All goods are guaranteed for a period of 12 months from delivery with the exception of batteries. NiCd and NiMH batteries are guaranteed to be free of defect for a period of 6 months. Li-Ion batteries are guaranteed to be free of defect for a period of 12 months.

Modification of the goods in any way or inappropriate use may invalidate the Warranty. Any evidence of damage, however caused, may invalidate the Warranty. This excludes minor scratches and normal wear. The outer surfaces are subject to deterioration in appearance. This may occur in normal environmental conditions but will be accelerated in the presence of high humidity of salt-laden atmospheres. Except where a specific surface finish has been specified, this does not qualify as damage.

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Tampering with electrical or mechanical components or breaking security seals will invalidate the Warranty.

All cycle and related components are designed for use in external environments. However, it is the duty of the owner not to allow them to be continually exposed to excessive heat, excessive moisture, in particular submersion or being damp either permanently or for extended periods. Such treatment may invalidate the Warranty.

In the event of goods becoming faulty ECS will undertake to repair or replace the goods at its choice. For goods which are integrated into other equipment, e.g. a throttle on a bike, the customer will be expected to carry out disassembly of the faulty item and re-assembly of the repaired or replaced goods at their cost.

In the event of a suspect item being returned for inspection and Warranty not being accepted, the customer will be liable to pay a fee of £35 including VAT to cover inspection costs, whether or not the goods are returned to the customer. In this instance all carriage costs will be borne by the customer.

### Repairs/Faulty Items

Except as noted above, inspection of suspect or faulty goods will incur a minimum charge of £35 including VAT, carriage extra. Except where credit terms have been agreed, repair costs must be paid prior to return of goods.

### Prices/Specifications

Current prices and products specifications can be supplied on request or may be downloaded from the website [www.emotivecontrolsystems.co.uk](http://www.emotivecontrolsystems.co.uk) and are subject to change without notice. Please check current pricing and availability before placing an order. Prices are valid for direct sales from ECS. For sales through retailers or other companies supplied by us different pricing may apply.

### Customer Service

In the first instance, all queries regarding goods should be directed to the shop who sold the goods. If the goods were purchased from ECS directly contact details as follows:

Emotive Control Systems Ltd  
Unit 11, Terry Dicken Industrial Estate  
Ellerbeck Way  
Stokesley  
North Yorkshire  
TS9 5JZ

Tel : 01642 713023

Fax: 01642 680606

e-mail : [info@emotivecontrolsystems.co.uk](mailto:info@emotivecontrolsystems.co.uk)

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### Delivery

All goods are supplied ex-works which means that you can pick them up from us if you wish or we can arrange to have them shipped to a specified address on your behalf. Delivery of standard goods (not bikes) is by courier requiring a signature at the specified address. If the courier is unable to deliver due to incomplete address details or inability to gain a suitable signature, then a repeat delivery charge may be payable.

Current standard delivery charges (excluding VAT) are as follows:

Up to 0.5kg : £6.50

0.5kg to 10kg : £12.50

10kg to 20kg : £18.00

20kg to 30kg : £25.00

Complete Bikes : £70.00

Rates apply to mainland Britain, excluding Scottish Highlands. For rates Channel Isles, Northern Ireland, Scottish Isles contact us.

### Privacy Policy

We will only ever keep information about you to enable us to process your order, maintain essential financial records and maintain product supplied information to enable us to process any subsequent claims or queries more easily.

We do store credit card information. All personal information is held securely and will not be disclosed to third parties without your prior agreement. We do not engage in mass marketing and will not provide your details to others for this purpose.

Upon written request and subject to us proving you are who you say you are, we will provide you with any personal details held about you. In accordance with the Data Protection Act 1998 we will charge you £10 for providing this information.