



# Online Terms & Conditions

ISBISTER BROS LTD | 23 JUNE 2021

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**Tel/Fax:** 01856 841525 | **E-mail:** [info@isbisterbros.co.uk](mailto:info@isbisterbros.co.uk)

Isbister Brothers Ltd: Readymix, Aggregate & Tipper Work | Local & Long-Distance Haulage | Coal & Gas  
iDesign (print, digital, itech) | General Store & Post Office | Gardening Services | Quoyloo Garage

**Registered address:** Isbister Brothers Ltd, Quoyloo, Stromness, Orkney, KW16 3LT  
**Company Registration:** 154863 Scotland | **Vat No:** 297 1402 48



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# TERMS & CONDITIONS FOR WWW.ISBISTERBROS.CO.UK

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## Interpretation

In these Terms and Conditions, when we refer to 'we' 'our' 'us' or the 'Company' we are referring to Isbister Brothers Ltd. When we refer to 'you' or 'your' we are referring to the user of our website and online shop.

When we refer to the 'website' or 'site' we are referring to [www.isbisterbros.co.uk](http://www.isbisterbros.co.uk), [www.idesignorkney.co.uk](http://www.idesignorkney.co.uk), [www.quoyloogarage.co.uk](http://www.quoyloogarage.co.uk) and any of their associated subdomains, such as [shop.isbisterbros.co.uk](http://shop.isbisterbros.co.uk) or [shop.idesignorkney.co.uk](http://shop.idesignorkney.co.uk).

## Outline of Agreement

Our website and online shop are regulated by these Terms and Conditions and your use of the site will constitute acceptance of them. If you do not agree with these Terms and Conditions, you should stop using the site immediately. It is your responsibility to read and understand these terms as well as our policies and any issues should be raised prior to using the site or placing an order.

We may update or change these Terms and Conditions or associated policies at any time, without notice to you. It is important that you read them each time you use the site and online shop. We reserve the right to correct any errors or omissions in any literature, estimate, price list, invoice or other documents and information issued by us without any liability on the part of the Company.

Our site is intended for customers within the United Kingdom. Our [www.isbisterbros.co.uk](http://www.isbisterbros.co.uk) online shop ([shop.isbisterbros.co.uk](http://shop.isbisterbros.co.uk)) is intended for customers within Orkney only. Orders from outwith these areas will not be accepted through the site. Any customers from outside these areas should contact us directly as additional fees may apply.

## Copyright

This website is copyright © Isbister Bros Ltd unless otherwise stated.

All rights reserved. Any redistribution or reproduction of part or all of the content in any form is prohibited - this includes all words, pictures, ideas, visuals and illustrations.

You may not, except with our express written permission, distribute or commercially exploit the content. Nor may you transmit it or store it in any other website or other form of electronic retrieval system.

## Online Registration

To register with our online shop, you must be 18+ years of age.

It is your responsibility to provide accurate details when registering. It is important that you keep your details up-to-date and make any relevant changes to your online account to ensure our records are correct.

It is your responsibility to ensure your login details are kept confidential and are not given to anyone else. If you suspect someone has accessed your account without permission please let us know as soon as possible.

## Products and Ordering

It is your responsibility to supply the correct contact information and delivery address.

It is your responsibility to select the correct product that you wish to order.

If an item is unavailable for any reason outwith our reasonable control and we are unable to provide a certain item, we will in the first instance offer a suitable substitute to you unless you have specifically asked us not to. Any items that are unavailable, we will not be liable to you.

Some items within our online shop will have maximum ordering quantities to ensure all legal liabilities are covered.

## Minimum Ordering Values

When ordering through our [www.isbisterbros.co.uk](http://www.isbisterbros.co.uk) online shop the minimum order value is £15 (excluding delivery charges). If the total value of your basket is less than this when you place an order, we will add an additional charge to cover the minimum value.

## Payment and Prices

For online orders, payment is required at the time of placing your order, or in person on receipt of goods depending on what is applicable to the product ordered.

For all other orders (made via telephone, e-mail or any other method), you may pay using credit/debit card, or cheque (made payable to Isbister Brothers Ltd). Orders will not be processed until payment has cleared.

All prices displayed on our online shop are inclusive of any VAT unless otherwise stated.

The prices displayed do not include any applicable delivery charges, these will be added if applicable before you checkout.

The remainder of this section apply only for Isbister Bros Online Shop (shop.isbisterbros.co.uk).

Prices are guide prices only. The actual price you pay may vary up or down depending on the current prices in the shop on the day of picking. Prices will be updated regularly on the online shop to ensure they are as accurate as possible.

If the goods you ordered come to a higher value than stated on the site, the additional charge will be taken from you.

If the goods you ordered come to a lower value than stated on the site, the difference will be credited to you.

If you are unhappy with the price change of an item purchased from our online shop, you may return the item and receive a refund. Items must be returned within 48 hours and not be opened or damaged

### **Turnaround and Delivery**

We will make every effort to process your order as quickly as possible after your order has been placed. We cannot guarantee how long processing will take and timetables stated on our website are dependent on driver and vehicle availability, as well as weather conditions. We will not be liable for any loss or damage suffered by you through any reasonable or unavoidable delay in turnaround.

Delivery will be made to the address specified when you placed the order.

Delivery of coal, smokeless fuels, wood, peat, and gas will be made as per our delivery schedule on our site as far as is possible. We will not be liable to you if delivery occurs on a different day due to circumstances outwith our control.

We aim to deliver grocery orders within 48 hours of receiving your order. We will not be liable to you if delivery occurs on a different day due to circumstances outwith our control.

Any shipment times or fees via a third party services such as Royal Mail will be described upon checkout of an order.

### **Collection**

If you are collecting your goods, someone will be in touch to arrange a suitable day/time. Please bring your order confirmation number with you.

### **Restricted Items**

Alcohol and tobacco products are only available to those 18+ years. When we deliver an order containing alcohol or cigarettes, the goods must be signed for on delivery by an adult who is 18+ years old. We follow the 'Think 25' policy in-store as well as when doing home deliveries so if the person receiving the goods looks under the age of 25, proof of age will be required. If proof of age cannot be provided, the goods will be retained and taken back to the shop until suitable arrangements can be made. The same policy applies to the collection of goods.

### **Alterations, Cancellations and Refunds**

If you cancel an order, a refund will only be issued if processing has not begun. Any bank charges incurred by us for refunds shall be due by you the buyer.

If you request to alter an order after it has been sent, we reserve the right to reject the alterations if necessary. If we accept a request for alterations, we reserve the right to charge you for any additional costs and expenses incurred.

Once you have accepted the product, any damage or loss of products shall pass to you the buyer and you will not be entitled to reject products which are in accordance with our agreement.

We have the right to cancel an order at any given time if the you fail to meet our Terms and Conditions or policies.

### **Applicable Law**

These Terms and Conditions shall be governed by and construed in accordance with the law of Scotland.