

# Terms & Conditions

This site is owned and operated by Afibel SAS ("we" or "us"). Registered office: 11 rue du Grand Ruage 59493 Villeneuve d'Ascq, France. France registration N°314 360 041 RCS Lille. VAT No: 805385822. If you have any complaints or queries about this website (the "website"), please send us an e-mail to [service@afibel.co.uk](mailto:service@afibel.co.uk) or write to us at Afibel Customer Service, Bowling Green Mills, Bingley, BD97 1AD.

## 1. Our agreement

An agreement for us to sell you the goods is made on the basis of these terms and conditions ("terms and conditions") when we accept your order.

## 2. Placing an order

2.1 Payment online by bank card Select your type of card (VISA, MasterCard), enter your card number, its expiry date and the three figures on the back of your card, then validate your data. In order to provide the most reliable and secure service, we have chosen the payment system by Sogenactif. You are redirected to a secure page by sogenactif and the data you enter is encrypted (SSL encrypting) so you can move around in safety and confidentiality. No payment data is stored on our site. Your payment request is sent in real time via the secure payment system sogenactif. The bank makes sure that your bank card is valid (no data errors, no opposition) and confirms the registering of your payment by issuing an electronic certificate with the transaction number or advises you that the transaction has been refused. Your account is debited of the amount of the goods and the lumpsum contribution to the carriage and packaging costs on the date of shipment of your items. In the event of an item being delayed, only the items actually dispatched are debited from your account.

2.2 The order is accepted at our sole discretion but orders are normally accepted if the goods are available, the order reflects the current pricing, you are based in a country to which we are currently able to sell and your credit or account card is authorised for the transaction.

2.3 We store the contract's content and will send you the details of your order as well as our general terms via e-mail. You can find the terms here at all times. The details about your recent orders can be found in your customer login.

## 3. Confirmation of the order

A confirmation of your order will be sent to you by e-mail. This e-mail will provide you with an electronic receipt of your transaction, which you might like to file for future reference.

Our updated terms & conditions of sale are always available on our website. The details about your recent orders can be found when you log in to [My Account](#).

## 4. Price

4.1 The description of the goods, price and currency are set out on the order page.

4.2 Prices include VAT. An additional charge of £3.99 is made to cover carriage, packing and insurance.

## 5. Payment

5.1 Payment does not take place until we have accepted the order.

5.2 You can pay in 2 different ways, by credit/debit card or order now pay later with your Personal Account  
You can read more about secured payment by [clicking here](#)

## 6. Security of payments

In order to ensure security of payment, the website uses the secured payment service. This service includes SSL security services. Confidential data (including card numbers and expiry dates) are transmitted encrypted to the bank server and are not transmitted to the website server.

## 7. Despatch and delivery

7.1 We shall arrange for the goods to be delivered to the address you specify for delivery, or if none, to the credit card address you supply. It is important that these addresses supplied by you to us are accurate.

7.2 When items are in stock, you should receive them within seven to ten working days after we receive your order. However, please allow fifteen working days to cover any delays within the carrier system.

7.3 If an item is out of stock for any reason, we will let you know as soon as possible.

7.4 If you have any delivery queries, please call our Customer Service team on 0330 1231293

## 8. Ownership

8.1 You will only own the goods once they have been successfully delivered and we have received cleared payment for them in full. Until then, we will retain title to the goods.

8.2 Goods supplied are not for resale.

## 9. Access to the website and content

9.1 We are continually improving our goods, so specifications or design changes may be made at any time. We shall endeavour to keep the website up to date but information and specifications given are for your information only and are subject to change without notice.

9.2 We try to ensure that pictures of the goods on the website are as accurate as possible but there are technical limitations and slight variations in colour and texture between the pictures and the goods themselves must be expected.

9.3 We will endeavour to allow uninterrupted access to the website, but access may be suspended, restricted or terminated at any time.

## 10. Scope of the website

The content of the website is directed solely at those who access the site from the United Kingdom. We make no representation or warranty that any goods referred to in the website are available or are otherwise suitable for use outside the United Kingdom.

## 11. Warranty

We warrant that the goods shall meet their specification and shall be free from defects in materials and workmanship at the time of delivery, provided that the instructions governing use of the goods have been followed.

## 12. Liability

12.1 If you have a valid claim in respect of any of the goods, which is based on any defect in the quality or condition of the goods or their failure to meet specification in accordance with this agreement, we shall be entitled to replace the goods (or the faulty part in question) free of charge or, at our sole discretion, refund you the price of the goods (or a proportionate part of the price).

12.2 We will take all reasonable care to keep your order secure, but in the absence of our sole negligence, we cannot be held liable for any loss you may suffer if a third party obtains unauthorised access to any data (including credit and account details) you provide when accessing or ordering from the website.

12.3 We shall not be liable to you in connection with this agreement in contract, tort (including negligence) or otherwise for any loss of profit, anticipated savings or data (in each case whether direct or indirect) or any indirect loss.

12.4 Our aggregate liability to you in connection with this agreement shall not exceed the value of the goods ordered by you.

12.5 Notwithstanding anything else in these terms and conditions, we accept unlimited liability in respect of death or personal injury caused by our negligence.

## 13. Matters outside our control

We shall not be liable to you or in breach of this agreement for delay or failure to perform if the delay or failure is due to a cause beyond our reasonable control.

## 14. E-mail address

E-mails to you shall be sent to the address you specify. It is important that you give us an accurate and valid e-mail address and inform us of any changes.

## 15. General

15.1 If we fail to enforce a right under this agreement, that failure will not prevent us from enforcing other rights or the same type of right on a later occasion.

15.2 If any provision of these terms and conditions is held to be unlawful, invalid or unenforceable, that provision shall be deemed severed and the validity and enforceability of the remaining provisions of these terms and conditions shall not be affected.

## 16. Intellectual property

16.1 The copyright for the material contained on the website, together with the website design, text and graphics and their selection and arrangement and all software compilations, underlying source code and

software (including applets) belongs to [us], [our] subsidiaries or the providers of such information. All rights reserved. None of this material may be reproduced or redistributed without our written permission.

16.2 Afibel is a trademark of Afibel. Other product names and companies (if any) mentioned on this website may be the trademarks or registered trademarks of their respective owners.

## 17. Return and exchange

17.1 We hope you will love everything you buy from us. However, should you find any item unsuitable, you can return it to us.

17.2 We will be happy to exchange it for an alternative item or refund the purchase price.

17.3 To return an item, complete the returns slip on the dispatch note sent with your order, safely re-pack the items. You can then choose to book online your return using our partner Evri (via Home Collection, via ParcelShop or via lockers drop off) or you can organise your return directly at the Post Office. Please visit our [Return page](#) to see all of our return options and procedures. Address for returns: Afibel Returns Department, Station Road, Steeton, Keighley, BD20 6RA.

17.4 All returned items must be sent back unused, in their original packaging and within 30 days of receipt (the "returned goods").

17.5 Where appropriate, the purchase price will be refunded within 7 days of the receipt of the returned goods.

17.6 This does not affect your statutory rights, if appropriate, as a consumer.

## 18. Cancellation

You can cancel any items ordered within 14 days from the day you receive your goods. If you wish to exercise your statutory right to cancel, you must notify us in writing within the statutory period. If you cancel within the statutory period you may claim a refund of any sum you have paid for the goods. You should return the goods to us in their original packaging, wherever possible, as soon as possible after informing us of your wish to cancel. To qualify for a refund of the standard postage and packing charge you must return the full order including any free gift(s) to us within 14 days.

## 19. Data protection and privacy

19.1 We comply with all applicable data protection laws in the UK.

19.2 Please read our [Privacy Policy](#).

## 20. Disputes and Complaints

Afibel is committed to delivering the highest possible standards of service. Occasionally, despite our best efforts, things do go wrong. Please let us know when this happens and we will do our best to put them right straight away.

We aim to delight customers with our response to issues they may have and all complaints are logged, investigated and replied to. In the unlikely event that we can't resolve things immediately, we will confirm receipt of your complaint within 5 working days and in most cases resolve it within 2 weeks.

You can:

- Email: [service@afibel.co.uk](mailto:service@afibel.co.uk)
- Call us on our customer service number: 0330 1231293 Monday - Saturday 8am to 7pm
- Write to: Afibel Customer Service, Bowling Green Mills, Bingley, BD97 1AD

Financial complaints related to our consumer credit offer, if not resolved within 8 weeks, may be referred in writing to the Financial Ombudsman Service.

In the event you have a complaint regarding a product or service purchased from Afibel, you can call us on 0330 123 1293 or contact us at [service@afibel.co.uk](mailto:service@afibel.co.uk). In the unlikely event that we are unable to resolve your complaint, and you are still not satisfied following the conclusion of our complaints handling procedure you may refer your complaint to "Consumer Dispute Resolution Limited" which is a certified Alternative Dispute Resolution Provider. We will respond to any complaint referred to us by them. Consumer Dispute Resolution Ltd, 33 Floor Euston Tower, 286 Euston Road, London, NW1 3DP Email: [enquiries@cdrl.org.uk](mailto:enquiries@cdrl.org.uk). Web: [www.cdrl.org.uk](http://www.cdrl.org.uk) Tel: 020 3540 8063

## 21. Governing law

21.1 The terms and conditions shall be governed by and construed in accordance with English law.

21.2 Any disputes shall be subject to the exclusive jurisdiction of the English courts, to which both parties submit.

## 22. Afibel personal account information

The Afibel Personal Account allows you to purchase items from Afibel catalogues on credit up to your credit limit as advised by us. After a maximum of 28 days interest free you then have a choice to pay for the items in full or to pay by instalments. If at any time during the life of your Afibel Personal Account you do not clear the outstanding balance in full you will have the option to enter into a regulated consumer credit agreement.

The following sets out important information if you decide to enter into a regulated consumer credit agreement. Please read this carefully along with the other information provided to decide whether this credit is suitable for you.

Paying on credit terms will require you to pay interest and therefore increase the overall cost of the goods that you buy. Please ensure that you will be able to afford the repayments. Your credit limit will be set based upon our credit status and affordability assessment up to a maximum £500 at the time you enter into a regulated credit agreement.

Each month you will be sent a statement which will detail your total outstanding balance. You must pay the minimum amount due by the date specified on your statement to avoid going into arrears. The minimum payment will be 1/25th of the value of the goods you have bought subject to a £3 minimum or the outstanding balance if it is less than £3. Interest is applied to the balance outstanding from the previous statement at a rate of 0.0893 pence in the pound unless you pay the balance in full. Interest is calculated when the statement is produced and added to the balance, subject to a minimum 50 pence charge per month.

The sooner you are able to pay off your balance, the less interest you will have to pay.

Representative Example: total amount of credit £500, cash price of goods £500, amount of advance payment £Nil, repaid over 12 monthly instalments, the daily interest rate is 0.0893 pence in the pound, equating to 37.5% per annum (variable) charged on the previous outstanding balance, Representative APR 37.7% (variable). Total amount repayable £589.41.

If you do not pay the balance in full your purchase will cost you more; for example, if you buy goods to the value of £75 and make the minimum payment every month you will repay twenty five instalments totalling £102.93 and the total charge for credit will be interest of £27.93.

If you do not make a payment by the due date shown on your statement or if you pay less than the minimum amount requested, this will result in the total cost of your debt growing due to the addition of interest and default charges. We may charge you:

- an administration charge of up to £12 for any missed, or incomplete payments; and
- an administration charge of up to £6 for any returned payments; and
- any reasonable costs and expenses we may incur in the instruction or involvement of third parties for: tracing you or debt collection.

Please be aware that late, returned or missed payments can increase the cost of your credit and impair your credit rating, (as we may report your default to one or more credit reference agencies) making it more difficult and/or expensive for you to obtain credit in the future.

You have the right to withdraw from this credit agreement. Your right starts from the day after the agreement is made, or the date which we confirm your credit limit, whichever is the latest and continues for 14 days. If you want to exercise your right to withdraw from the agreement please contact us using the details shown below, you must repay the amount you have borrowed plus interest.

Please contact us by any of the following methods if you have any questions about our agreements. By phone on 0330 123 1293 by e mail to : [service@afibel.co.uk](mailto:service@afibel.co.uk), or in writing to: Afibel, Bowling Green Mills, Bingley, BD97 1AD.

Included in this pack is a statement detailing your recent purchases, a copy of the Standard European Consumer Credit Information (which can be found overleaf) and two copies of a Consumer Credit Agreement. You should consider this information carefully. If you decide that you want to enter into a regulated credit agreement with us please sign and return one copy of the agreement to Afibel, using the envelope included. The second copy should be completed and signed then kept for your own records.

## Pre-contrat credit information (Standard European Consumer Credit Information - SECCI)

### 22.1 Contact details

Creditor	Afibel
Address	Bowling Green Mills, Bingley, BD97 1AD
Telephone number	For orders: 0871 423 4370 (calls cost 13p per minute plus your telephone company's network access charge). For queries about this information: 0330 1234084. Our customer service is open Monday - Saturday, from 8:00 a.m. to 7:00 p.m.
Website	<a href="http://www.afibel.com">www.afibel.com</a>
Email	<a href="mailto:service@afibel.co.uk">service@afibel.co.uk</a>

### 22.2 Key features of the credit product

The type of credit	Running Account (retail).
The total amount of credit This means the credit limit.	We will determine from time to time how much credit you may have under this agreement, and will notify you of that amount on a statement or other communication.
How and when credit would be provided.	Credit will be provided upon expiry of the 28 day interest free period for the goods you purchase from us unless they are returned.
The duration of the credit agreement.	The agreement has no fixed or minimum duration.
Repayments	Each month you must repay the minimum payment shown on your statement by the date shown. This is calculated as 1/25th of the total cash price of goods purchased on the account of £3.00, whichever is the greater. We re-calculate the minimum payment in the same way whenever you buy more goods or return goods. If your balance is less than £3 you must pay the outstanding balance.
The total amount you will have to pay This means the amount you have borrowed plus interest and any costs.	The total amount payable is the sum of the amount borrowed plus the total charge for credit. The total amount payable is the sum of the amount borrowed plus the total charge for credit. The total charge for credit comprises interest only. Interest is applied to the total balance outstanding from the previous statement based on the daily interest rate of 0.0893 pence in the pound or 50 pence, whichever is the greater. Based on an example of taking credit of £75 and paying the

	minimum repayments for the term, the total charge for credit is £27.93 and the total amount repayable is £102.93.
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### 22.3 Costs of the credit

The rates of interest which apply to the credit.	The daily rate of interest is equivalent to to an annual rate of 37.5% (variable). Interest is applied to the total balance outstanding from the previous statement which is calculated when the statement is produced and added to the balance, subject to a minimum charge of 50 pence per month.
Annual Percentage Rate of Charge (APR). This is the total cost expressed as an annual percentage of the total amount of credit. The APR is there to help you compare different offers.	37.5% (variable). The assumptions underlying this calculation are that the credit limit £500 and to be drawn down immediately and in full and repaid over a one year period in equal monthly instalments commencing four weeks after the date of initial drawdown along with interest as provided for in this agreement.
Related Costs	
Charges for using a specific payment method	If you choose to make repayments to your Afibel Personal Account at the Post Office their standard fees will be payable. Or if you choose to pay at a bank some banks may charge if you do not bank with them.
Costs in the case of late payments	We reserve the right to charge you (i) an administration charge of up to £12 in respect of each missed or incomplete payment due; (ii) an administration charge of up to £6 in respect of each returned payment; (iii) any reasonable expenses and costs that we may incur in the instruction or involvement of third parties for tracing you or debt collection. Interest will also be payable on any late payment at the interest rate shown above.
Consequences of missing payments	Late, returned or missing payments could have severe consequences, including increasing the cost of your credit, impairing your credit rating which may make obtaining credit in the future more difficult and/ or expensive for you.

### 22.4 Other important legal aspects

Right of withdrawal	You have the right to withdraw from this credit agreement before the end of 14 days beginning on the day after the agreement is made, or if information is provided after the agreement is made, the day on which you receive a copy of the executed agreement under sections 61A or 63 of the Consumer Credit Act 1974, the day on which you receive the information required in section 61A(3) of that Act or the
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	day on which you are notified of the credit limit, the first time it is provided, whichever is the latest.
Early Repayment	You have the right to repay early in full or in part.
Consultation with a Credit Reference Agency	If we decide not to proceed with your credit application on the basis of information from a credit reference agency, when informing you of the decision, we will inform you that it has been reached on the basis of information from a credit reference agency and the particulars of that agency.
Right to a draft credit agreement	You have the right to request a copy of the draft credit agreement free of charge.
The period of time during which the creditor is bound by the pre-contractual information	This information is valid for a period of 30 days from the day we send it to you.

## 22.5 Additional information in the case of distance marketing of financial services

(a) concerning the creditor	
Registration number	Afibel is a trading name of Damartex UK Limited which is a company registered in England and Wales (Company number 00852773).
The supervisory authority	We are authorised and regulated by the Financial Conduct Authority of 12 Endeavour Square, London, E20 1JN to provide consumer credit. Firm Reference Number: 702607.
(b) concerning the credit agreement	
The law taken by the creditor as a basis for the establishment of relations with you before the conclusion of the credit agreement	English law (or the law of Scotland or Northern Ireland if you reside there)
The law applicable to the credit agreement and/or the competent court	The laws of England and Wales govern this credit agreement unless you reside in Scotland or Northern Ireland in which case local law will apply and the local courts have jurisdiction.
Language to be used in connection with your agreement	The contractual terms and conditions and prior information are in English. The creditor undertakes with the debtor's agreement, to communicate with the debtor in English for the duration of the credit agreement.
(c) Concerning redress	

Access to out-of-court complaint and redress mechanism	If you have a complaint and feel that we haven't resolved it to your satisfaction, you may refer the matter to the Financial Ombudsman Service, for independent investigation after having first raised your complaint with us. If, after 8 weeks we have still not resolved your complaint, you have the right to complain to the Financial Ombudsman Service.
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## 22.6 Terms and conditions of the credit agreement

### 1. By entering in to this credit agreement with afibel you agree that :

1.1 You accept these terms and conditions.

1.2 You have been provided with a full copy of this agreement for consideration before signing together with a copy of the Adequate Explanations and Standard European Consumer Credit Information (SECCI)

1.3 You are over 18 years of age.

1.4 The details you have given are true and complete.

1.5 You will inform us as soon as possible of any change in your personal details such as name and home address.

1.6 Your signature to this agreement acknowledges receipt of a true copy.

1.7 All sums owed under the agreement shall become due and payable immediately if:

- 1.7.1 We believe you have provided us with any false information when you entered into this agreement
- 1.7.2 A statutory demand is served on you, or any other steps are taken by you or any other person, to make you bankrupt.
- 1.7.3 You commit an act of bankruptcy (e.g. failing to pay a debt pursuant to a court order).

### 2. How your account works

2.1 Once you have opened your Afibel Personal Account and signed the credit agreement, you can use your account to order at any time and spread your payments for up to 25 months. Here is how it works:

- 2.1.1 Complete your order form and tick the personal account box or select the Personal Account option when you shop at [www.afibel.co.uk](http://www.afibel.co.uk). If ordering by phone, call 0871 423 4370 and tell our

orderline advisor it is a personal account order. Calls cost 13p per minute plus your telephone company's network access charge.

- 2.1.2 Full payment details are shown on every Afibel order form, including delivery charges.
- 2.1.3 We will provide a statement where there is any movement on the account, showing your orders, balances, payments, minimum payment required and payment due date.
- 2.1.4 You can then choose to pay in full, or by regular monthly instalments. You can pay your account by debit or credit card, cheque and postal order. Alternatively, you can pay by cash at the Post Office (fee will be payable). If you pay at the bank some banks may charge you if you do not bank with them.
- 2.1.5 We reserve the right to vary the credit limit duration, interest charge and the minimum payment. We may do this if for example our costs, including the costs of borrowing, increase. Should this be necessary we will give you at least 28 days notice.
- 2.1.6 To calculate your approximate repayment, simply divide the cash price of any item by 25, e.g. goods costing £75 could be paid for in 25 instalments of £3 plus service charges. If you repay more than the minimum payment the service charge will be reduced accordingly (written quotations are available on request).

### 3. Customer service and complaints procedure

#### Procedure

3.1 Afibel is committed to delivering the highest possible standards of service. If you have a complaint relating to the operation of your Afibel personal account please do so by contacting us by any of the following methods:

- Call us on 0330 1231293, Monday - Saturday from 8am to 7pm
- Visit our website [www.afibel.com](http://www.afibel.com) and using the "Send us an e-mail" link
- Contact us at the address as detailed in section 4.5.
- We will ensure that your issue is dealt with in line with our credit complaints policy.

#### 3.2 We will:

- 3.2.1 Give your complaint immediate attention.
- 3.2.2 Aim to resolve complaints fully the first time you contact us. If we cannot do this, we will let you know why and keep you up to date with progress until it is fully resolved

3.3 If you are not satisfied with our suggested resolution or if eight weeks have passed since you first brought your complaint to our attention, you have the right to refer your complaint to the Financial Ombudsman Service unless you are a business debtor, in which case you may have this right. If you want the Financial Ombudsman Service to look into your complaint, you must contact them within six months of the date of any final response issued by us. You can write to them at: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

3.4 Alternatively you can phone 0800 023 4567. Further helpful information can be obtained from visiting the Financial Ombudsman Service website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk), you can also find out more information here, <https://ec.europa.eu/consumers/odr/>

## 4. Data protection

4.1 When applying for an Afibel personal account you should have been provided with a copy of our Privacy Policy (available at [https:// www. afibel.com/uk/privacy-policy](https://www.afibel.com/uk/privacy-policy) or by contacting us using the details at 4.5 below), which explains how and why we acquire and use your personal information in accordance with the Data Protection Act 2018 and the General Data Protection Regulation (EU) 2016/679.

4.2 The personal information we collect about you is used by us to verify your identity, undertake credit assessments to inform our lending decisions, manage your account and to make collections. We may also use it to contact you in relation to this agreement (or for marketing purposes in accordance with your preferences) by post, email or telephone.

4.3 In considering whether to enter into this agreement, we may search your record at credit reference agencies and fraud prevention agencies. They will add to their records about you, details of our search and your application and this will be seen by other organisations that make searches. We may also disclose to credit reference agencies the details of your agreement, payments made and any default, suspicion of fraud or failure to maintain the terms of the agreement. More information about credit reference agencies and how they use personal information is available at [www.equifax.co.uk/crain](http://www.equifax.co.uk/crain).

4.4 We will disclose your personal data when legally required to do so, for example at the request of government authorities conducting an investigation. We will also use it to verify or enforce compliance with our policies, for example governing our web site and applicable laws or to protect against misuse or unauthorised use of our web site.

4.5 We may use your personal information in accordance with your marketing consent preferences to notify you of products and/or services, offered by ourselves or (only where you have previously provided your explicit consent by way of an 'opt-in') of named third parties whose products and services we believe you may be interested in. You may have already opted-out of receiving these marketing communications from us but if not you may do so at any time by clicking the unsubscribe link in the email, or by contacting us either by writing to The Data Protection Manager at Afibel, Bowling Green Mills, Bingley, BD97 1AD or by emailing us via our website at [www.afibel.com](http://www.afibel.com).

4.6 Your data remains on file for 6 years after your account is closed whether settled by you or in default.

## 5. General

5.1 We may transfer all or any of our rights under this agreement.

5.2 This agreement is governed by English Law. This agreement is in English and all communications regarding it shall be conducted in English.

5.3 Afibel is a trading name of Damartex UK Limited which is authorised and regulated by the Financial Conduct Authority of 12 Endeavour Square, London, E20 1JN to provide Consumer Credit under this name Firm Reference Number 702607.

5.4 Afibel is a responsible lender and will monitor your individual payment performance on an ongoing basis. If we consider that you are experiencing repayment problems such that it would be irresponsible to offer you further credit we may decline to do so.

5.5 We reserve the right to refuse or restrict credit orders.

**Afibel is a trading name of Damartex UK Limited a company registered in England and Wales under company number 00852773, whose registered office is at Bowling Green Mills, Lime Street, Bingley, West Yorkshire, BD97 1AD. Damartex UK Limited, trading as Afibel, is the creditor under this agreement**