

The Gamers' Emporium - Terms of Business

We are the Gamers' Emporium Limited a private company limited by shares in England and Wales (Company Number 8237545). We trade from 8 High Street, Swansea, SA1 1LE. Our Registered Office is 36 Fairfield Road, Bridgend, CF31 3DU.

Contract between us

We must receive payment of the whole of the price for the goods that you order before your order can be accepted.

Once payment has been received by us we will confirm that your order has been accepted by sending an email to you at the email address you provide us. Our acceptance of your order brings into existence a legally binding contract between us.

Price and Payment

The prices payable for goods that you order are as set out in our website together with delivery charges. These are inclusive of VAT (our VAT registration number 151 9439 02).

Please see our Shipping Policy for more details.

We currently most major credit/debit cards. We reserve the right to end any promotional offers early, and all promotions are offered on a "while stocks last" basis.

Delivery of goods to you

We will deliver the goods ordered by you to the address you give us for delivery at the time you make your order.

Delivery will be made as soon as possible after your order is accepted and in any event within 30 days of your order.

You will become the owner of the goods you have ordered when they have been delivered to you. Once goods have been delivered to you they will be held at your own risk and we will not be liable for their loss or destruction.

Right for you to cancel your contract

You may cancel your contract with us for the goods you order at any time up to the end of the 7th working day from the date you receive them. You do not need to give us any reason for cancelling nor will you have to pay any penalty.

To cancel your contract you must notify us in writing at the shop, 8 High Street, Swansea, SA1 1LE

If you have received the goods before you cancel your contract then please send the goods back to our contact address at your own cost and risk. If you cancel your contract but we have already processed the goods for delivery you must not unpack the goods when they are received by you and you must send the goods back to us at our contact address at your own cost and risk as soon as possible.

Once you have notified us that you are cancelling, any sum debited to us from your credit card will be credited to your account as soon as possible and in any event within 30 days of your order provided that the goods in question are returned by you and received by us in the condition they were in when delivered to you. If you do not return the goods delivered to you or do not pay the costs of delivery, we shall be entitled to deduct the direct costs of recovering the goods from the amount to be credited to you.

You cannot cancel your contract if the goods you have ordered are magazines or if you have taken any audio, video or computer software out of the sealed package.

Cancellation by us

We reserve the right to cancel the contract between us if in the very rare circumstance:

- We have insufficient stock to deliver the goods you have ordered;
- We do or cannot not deliver to your area (this includes shipping Games Workshop products outside the EEA or EU); or
- One or more of the goods you ordered was listed at an incorrect price due to a typographical error or an error in the pricing information received by us from our suppliers.

If we cancel your contract we will notify you by email and will credit to your account any sum deducted by us from your credit card as soon as possible but in any event within 30 days of your order. We will not be obliged to offer any additional compensation for disappointment suffered.

There's something wrong with my order

In the unlikely event that the goods we deliver are not what you ordered or are damaged or defective or we have sent the wrong amount, please [email us](#) or write to us at the shop, 8 High Street Swansea within 10 days of receiving the order.

Liability

We shall have no liability to you unless you notify us in writing at our contact address of the problem within 10 working days of the delivery of the goods in question.

If you do not receive the goods ordered within 30 days of the date on which you ordered them, we shall have no liability to you unless you notify us in writing at our contact address of the problem within 40 days of the date on which you ordered the goods.

If you notify us of a problem, our only obligation will be, at our option:

- to make good any shortage or non-delivery;
- to replace or repair any goods that are damaged or defective; or
- to refund to you the amount paid by you for the goods in question in whatever way we choose.

Save as precluded by law, we will not be liable to you for any indirect or consequential loss, damage or expenses (including loss of profits, business or goodwill) howsoever arising out of any problem you notify to us under this condition and we shall have no liability to pay any money to you by way of compensation other than to refund to you the amount paid by you for the goods in question.

You must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase goods from our site. The importation or exportation of certain of our goods to you may be prohibited by certain national laws. We make no representation and accept no liability in respect of the export or import of the goods you purchase.

Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.

Notices

Unless otherwise expressly stated in these terms and conditions, all notices from you to us must be in writing and sent to our contact address at the shop or our registered address and all notices from us to you will be displayed on our website from time to time.

Events beyond our control

We shall have no liability to you for any failure to deliver goods you have ordered or any delay in doing so or for any damage or defect to goods delivered that is caused by any event or circumstance beyond our reasonable control including, without limitation, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident.

Invalidity

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

Third party rights

Except for our affiliates, directors, employees or representatives, a person who is not a party to this agreement has no right under the United Kingdom Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

Governing law

The contract between us shall be governed by and interpreted in accordance with English and Welsh law and the English and Welsh courts shall have jurisdiction to resolve any disputes between us.

Entire agreement

These terms and conditions, together with our current website prices, delivery details, contact details and privacy policy, set out the whole of our agreement relating to the supply of the goods to you by us. Nothing said by any sales person on our behalf should be understood as a variation of these terms and conditions or as an authorised representation about the nature or quality of any goods offered for sale by us. Save for fraud or fraudulent misrepresentation, we shall have no liability for any such representation being untrue or misleading.

We may update these terms from time to time. The most recent version will be available on our website: www.thegamersemporium.co.uk