



GLASSESDIRECT.CO.UK™

**ALL ORDERS INCLUDE:
frame, lenses, case and guarantee**

**PRICE INCLUDES:
single vision lenses made to your prescription**

1. General

1. You may have other rights granted by law including your statutory rights as a consumer, and these Terms do not affect those rights.
2. No binding contract will exist between us until we have accepted your order. Except as described in paragraph 11.1 below, you may not cancel any order which has been accepted by us.
3. All goods are sold subject to availability.
4. These Terms supersede all previous verbal or written statements and agreements relating to the goods and/or services. All information contained in our sales literature or correspondence is provided for guidance only and does not form part of this contract, unless we agree otherwise with you in writing.
5. None of our representatives, agents or sales persons have authority to vary, amend or waive any of these Terms on our behalf and no amendment or addition to any of these Terms shall be deemed to have been accepted unless we agree otherwise with you in writing.
6. Prescription Eyewear Limited (Company No: 05139004) whose registered office is at Grosvenor House, Market Place, Tebury, Gloucestershire GL8 8DA trades under the name www.glassesdirect.co.uk.
7. Copyright April 2005 Prescription Eyewear Limited.

2. Description of Goods and Services

1. A description of the goods is set out in our catalogue and on our website and any other documents referred to in our catalogue and on our website. Whilst we will attempt to ensure that there are no changes to the goods to be supplied, it is possible that there might be some minor variations to the description and/or specification of the goods which arise by virtue of changes made by the manufacturers of the parts supplied which form part of the goods.
 2. When ordering, you must provide us with details of the relevant prescription that is to be applied to the goods.
- All prescriptions provided to us must have been given to you by a registered medical practitioner or registered optician following a testing of sight by him or her within the last 2 years.
3. We will rely upon the prescription provided by you and the goods provided will contain lenses matching the prescription that you submitted.

4. If you are unsure of the relevant prescription to be applied to the goods, please contact a registered medical practitioner or registered optician before placing an order.
5. Unless you state otherwise, we use an appropriate average pupillary distance PD to complete your order. This PD measurement has been provided by qualified dispensing opticians. By agreeing to these terms and conditions, and unless you state otherwise, you will be agreeing to let us use an average PD of 63mm for bifocal and single vision distance lenses, or a PD of 60mm for single vision reading lenses. Glasses Direct recommend that you consult your optician to obtain your PD before ordering, and provide that number to us when ordering.
6. You must be 17 or over to order from Glasses Direct, and you must not be registered blind, or partially sighted, do not suffer from glaucoma, or ordering on behalf of someone under 17 years of age.
7. We will not fulfil orders for lenses of 8 dioptres and over. We cannot supply lenses where the sphere value and cylindrical value add up to ± 4 . You must not attempt to place an order of this kind.
8. We will not fulfil orders for lenses where the sphere value added to the cylindrical value is 8 dioptres and over. You must not attempt to place an order of this kind.
9. For varifocals we cannot supply lenses where the sphere value and cylindrical value add up to more than ± 6 . The maximum sphere value available is ± 6 . The maximum cylindrical value available is ± 2 . You must not attempt to place an order for varifocals outside of these guidelines.

3. Delivery

1. Unless agreed otherwise in writing:
2. delivery of the goods will take place at the delivery address stated on the order form;
3. delivery of the goods must be to a UK address.
4. delivery of the goods will take place within twenty eight working days.
5. Any dates specified by us for delivery of goods are intended to be an estimate and time for delivery is not guaranteed. If no dates are specified, we will endeavour to deliver within a reasonable time.
6. If for any reason (not due to our fault) you do not accept delivery of any of the goods in accordance with this paragraph then we may charge you an additional fee to cover any reasonable additional direct costs incurred by us as a result (including additional insurance, delivery, storage or similar charges).
7. Prices exclude delivery.

4. Inspection of Goods

1. Upon delivery of the goods you should carefully inspect them. If any of the goods are damaged or lost, please contact us to inform us of the problem and do not use the goods.
2. Each of the goods will contain written confirmation of the prescription of the goods. If the prescription stated does not match the prescription ordered, please contact us to inform us of the problem and do not use the goods.

5. Price

1. The price for the goods will be the price stated in our catalogue or on our website.
2. The price for the goods includes any value added tax payable.

6. Payment

1. Unless we agree otherwise in writing, you must pay to us the price for the goods when placing your order.
2. Payments to us must be made in pounds sterling.

7. Your Rights to Cancel this Contract

1. If this contract has been made between us by telephone or correspondence (including email) without any face to face contact having occurred between us, then you will have a 7 day period from the date when the order is placed in which to cancel this contract. This right does not apply at any time after we have started to customise any materials (including manufacturing any goods) in accordance with your requirements or after we have started to perform any of the services (including installation).

8. Responsibility for and Ownership of Goods

1. You will be liable for any loss or damage to the goods from the time of delivery unless such loss or damage is caused by our negligence.

9. Resale of Goods

1. Goods are sold on the condition that they are not resold to the public.

10. Recording of Telephone Calls

1. We may record any telephone calls that you make to our customer helpline.

11. Limitation of our Liability to You

- Important – Your particular attention is drawn to this paragraph
1. Nothing in these Terms excludes or limits our liability for death or personal injury resulting from our negligence or any breach of the statutory implied terms as to title of goods or for fraud or any other liability which by law we are not permitted to limit or exclude.
 2. Our maximum liability (and that of our employees, agents and subcontractors) to you in connection with any physical damage caused to your property through the negligence of us (or our employees, agents and subcontractors) will not in any circumstances exceed £10,000.
 3. In all other cases, our total liability (including our employees, agents and subcontractors) whether in contract, tort (including negligence) and breach of statutory duty or otherwise will not exceed the price of the goods and services to which the claim relates.
 4. In no circumstances will we (or our employees, agents or subcontractors) be liable to you for any business interruption, loss of use, loss of data, loss of profits, contracts, goodwill or anticipated savings.

12. Our Responsibilities

1. We will meet our responsibilities under this contract within a reasonable time unless it is impossible for us to do this because of circumstances outside of our reasonable control. In particular we will not be responsible for delays caused by our suppliers.

13. Contract Personal to You (Your limited right to transfer the contract)

1. This contract is personal to you. Nobody other than you will be able to benefit from this contract. You may not transfer your rights or the benefit of any of the provisions of this contract to any other person without our prior written permission.

14. Our Right to Transfer the Contract

1. We may assign or subcontract the contract or any part of the contract to any person, firm or company.

15. Your Personal Data

1. We will ensure that our employees, agents and subcontractors shall, at all times, comply with the provisions of the Data Protection Act 1998 in relation to data received from you in relation to this contract and shall only process personal data received from you where necessary to fulfil our obligations under this contract.

16. Use of Cookies

1. A cookie is a text-only string of information that a website transfers to the cookie file of the browser on your computer's hard disk so that the website can remember who you are. A cookie will typically contain the name of the domain from which the cookie has come, the "lifetime" of the cookie, and a value, usually a randomly generated unique number.
 2. When you visit our website we send you a cookie. Cookies may be used in the following ways:
 - i. To help us recognise you as a unique visitor (just a number) when you return to our website and to allow us to tailor content or advertisements to match your preferred interests or to avoid showing you the same adverts repeatedly.
 - ii. To compile anonymous, aggregated statistics that allow us to understand how users use our site and to help us improve the structure of our website. We cannot identify you personally in this way.
 3. Two types of cookie may be used on this website: session cookies, which are temporary cookies that remain in the cookie file of your browser until you leave the site, and persistent cookies, which remain in the cookie file of your browser for much longer (though how long will depend on the lifetime of the specific cookie).
- #### 17. Communications
1. Any communications between us regarding this contract that are required to be in writing must be sent by first class post, facsimile or delivered by hand. Any written communication will be treated as having been served on the person receiving it 3 working days after posting (if sent by first class post), at the time of transmission (if sent by facsimile and a satisfactory transmission report is obtained) and at the time of delivery (if delivered by hand).