

# Mitchells

## Ironmongers

### TERMS AND CONDITIONS REGARDING THE SUPPLY OF GOODS

#### **1. THESE TERMS:**

- 1.1 These are the terms and conditions on which we supply products to you.
- 1.2 Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the transaction, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or require any changes, please contact us to discuss.

#### **2. INFORMATION ABOUT US AND HOW TO CONTACT US**

- 2.1 We are Mitchells Ironmongers Ltd a company in the UK. Our company registration number is 03081207 and our registered office is at Kestral Road, Mansfield, Notts, NG18 5FT.
- 2.2 You can contact us by telephoning our customer service team at 01623 650065 or by writing to us at sales@mitchellsironmongers.co.uk.
- 2.3 If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 When we use the words "writing" or "written" in these terms, this includes emails.

#### **3. OUR CONTRACT WITH YOU**

- 3.1 Our acceptance of your order will take place when we tell you that we are able to provide you with the product, at an agreed price, with specified payment terms, at which point a contract will come into existence between you and us.
- 3.2 If we are unable to accept your order, we will inform you of this and will not charge you for the product. This might be because the product is out of stock, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.
- 3.3 We will assign an order number to your order. It will help us if you can tell us the order number whenever you contact us about your order.

#### **4. OUR PRODUCTS**

- 4.1 The images of the products in our catalogue and on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours or the printed pictures in our brochure accurately reflects the colour of the products. Your product may vary slightly from those images.
- 4.2 If we are making the product to measurements you have given us, you are responsible for ensuring that these measurements are correct.

## **5. YOUR RIGHTS TO MAKE CHANGES**

If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing for delivery or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

## **6. OUR RIGHTS TO MAKE CHANGES**

6.1 We may change the product to reflect changes in relevant laws and regulatory requirements and to implement minor technical adjustments and improvements. These changes will not affect your use of the product.

6.2 In addition, we may make changes to these terms or the product, but if we do so we will notify you and you may then contact us to confirm the order.

## **7. PROVIDING THE PRODUCTS**

7.1 There may be a delivery charge for products which have to be ordered as a special item, or if the goods are being delivered to another location that is not Mitchells Ironmongers Ltd.

7.2 During the order process we will let you know when we will provide the products to you, and what the delivery charge is, if there is one.

7.3 We are not responsible for delays outside our control. If our delivery of the products is delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay.

7.4 If you have asked to collect the products from our premises, you can collect the products from us at any time during our working hours of 07:30 – 17:00 on weekdays and 08:00 – 12:00 on Saturdays.

7.5 If no one is available at your address to take delivery and the products cannot be posted through your letterbox, the products shall be returned to Mitchells Ironmongers Ltd. An additional delivery charge may be applied if another delivery attempt is required.

7.6 If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions.

7.7 The product will be your responsibility from the time we deliver the product to the address you gave us, or you collect it from us.

7.8 You own the products once we have received payment in full.

7.9 We may need certain information from you so that we can supply the products to you. If so, this will have been stated in the description of the products. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

- 7.10 We may have to suspend the supply of a product to:
- (a) Deal with technical problems or make minor technical changes;
  - (b) Update the product to reflect changes in relevant laws and regulatory requirements;
  - (c) Make changes to the product as requested by you or notified by us to you (see clause 6).
- 7.11 We will contact you in advance to tell you we will be suspending supply of the product unless the problem is urgent or an emergency.
- 7.12 If you do not pay us for the products when you are supposed to, we may suspend supply of the products until you have paid us the outstanding amounts.
- 7.13 When goods are purchased on account, an order number will be required to release the goods, along with a signature/name of the person collecting/receiving the goods.

## **8. IF THERE IS A PROBLEM WITH THE PRODUCT**

- 8.1 If you have any questions or complaints about a product, please contact us. You can telephone our consumer service team at 01623 650065 or write to us at sales@mitchellsironmongers.co.uk. Alternatively, please speak to one of our staff in-store.
- 8.2 If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them or post them back to us. We will not accept a product return if it has been used or is not in pristine condition, with its packaging un-opened. The only circumstance that we accept used returns is if the product is faulty. The return of products that have been specially ordered will incur a re-stocking charge, the value of which will depend on which supplier we have used.

## **9. PRICE AND PAYMENT**

- 9.1 All product prices will be clearly displayed in store. We take all reasonable care to ensure that the price of product advised to you is correct.
- 9.2 If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- 9.3 It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may terminate the contract, refund you any sums you have paid and require you to return the product at our expense.
- 9.4 We accept payment with credit cards, debit cards and cash for values under £1000. BACS payments are required above this figure. You must pay for the products or provide a purchase order number before we dispatch them or before they are collected.
- 9.5 If you think an invoice is wrong, please contact us promptly to let us know.
- 9.6 Invoices on account are to be paid on a net 30-day basis; due at the end of the month following the month of purchase. Any failure to do so will result in the account being placed

'on stop' and a request for payment being issued. If payment is not received following a request and a reasonable amount of time, the debt shall be passed on to a debt collection agency.

## **10. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

- 10.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents, or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the goods and for defective products under the Consumer Protection Act 1987.
- 10.2 Mitchells Ironmongers Ltd will not be liable for any economic loss associated with breaking our terms of supply when the reason for doing so was out of our reasonable control.

## **11. HOW WE MAY USE YOUR PERSONAL INFORMATION**

- 11.1 We will only use your personal information as set out in our privacy.

## **12. OTHER IMPORTANT TERMS**

- 12.1 We may transfer our rights and obligations under these terms to another organisation.
- 12.2 You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 12.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 12.4 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 12.5 If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 12.6 These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

**I HAVE READ, UNDERSTOOD AND AGREE TO THE ABOVE TERMS AND CONDITIONS**

**SIGNATURE:**

**NAME:**

**DATE:**