BUSINESS TO CONSUMER – ON PREMISES - SUPPLY OF GOODS

OUR TERMS

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 contract, 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 Inspired Metal Ltd a company registered in England and Wales. Our company registration number is 08040056 and our registered office is at Street Farm, Winsham, Chard, Somerset, TA20 4JU. Our registered VAT number is 135373028.

2.2 You can contact us by telephoning our workshop on 01460 30088 or by writing to us at Info@Inspiredmetal.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 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 raw material 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 Our website is solely for the promotion of our products in the UK. Unfortunately, we do not accept orders from addresses outside the UK.

4. OUR PRODUCTS

4.1 The images of the products 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. For information and tips on how to measure correctly, please contact us.

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 end the contract and receive a full refund before the changes take effect:

7. PROVIDING THE PRODUCTS

7.1 The costs of delivery and installation will be as told to you during the order process.

7.2 During the order process we will let you know when we will provide the products to you and install them.

(a) If the product requires delivery and installation we will deliver it to you and install it as soon as possible. We will contact you with an estimated delivery and installation date.

(b) We will deliver the products to you according to agreed lead times until either you end the contract as described in clause 8 or we end the contract by written notice to you as described in clause 9.

7.3 We are not responsible for delays outside our control. If our delivery or installation 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 08:30-17:00 Monday to Thursday and on Fridays 08:30 – 12:00.

7.5 If no one is available at your address to take delivery, we will leave you a note informing you of how to rearrange delivery or collect the products from a local depot.

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 and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 9.2 will apply.

7.7 If you have asked us to install the products for you and you do not allow us access to your property as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 9.2 will apply.

7.8 You have legal rights if we deliver any products late. If we miss the delivery deadline for any products then you may treat the contract as at an end straight away if any of the following apply:

(a) we have refused to deliver the products;

(b) delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or

(c) you told us before we accepted your order that delivery within the delivery deadline was essential.

7.9 If the reasons above do not apply or you do not wish to cancel the contract as, you can give us a new deadline for delivery, which must be reasonable, and you can treat the contract as at an end if we do not meet the new deadline.

7.10 If you do choose to treat the contract as at an end for late delivery under *clause 7.8* or *clause 7.9*, you can cancel your order for any of the products or reject products that have been delivered. After that we will refund any sums you have paid to us for the cancelled products and their delivery. If the products have been delivered to you, you will have to return them to us or allow us to collect them, and we will pay the costs of this.

7.11 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.

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

7.13 We may need certain information from you so that we can supply the products to you and install them for you. If so, this will have been stated in the description of the products on our website. 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 (see clause 9.1) 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 supplying or installing the products late or not supplying or installing 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.

7.14 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).

7.15 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. If we have to suspend the product for longer than 3 months you may contact us to end the contract. In such case we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

7.16 If you do not pay us for the products when you are supposed to (see clause **Error! Reference source not found.**) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. As well as suspending the products we can also charge you interest on your overdue payments (see clause 11.3).

8. YOUR RIGHTS TO END THE CONTRACT

8.1 You may contact us to end your contract for a product at any time before we have delivered and installed it and you have paid for it, but in some circumstances we may charge you for doing this, as described below. Of course, you always have rights where a product is faulty or mis-described (see clause 10, "If there is a problem with the products").

8.2 If you are ending the contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided or have not been provided properly and you may also be entitled to further compensation. The reasons are:

(a) we have told you about an upcoming change to the product or these terms which you do not agree to (see clause 6.2);

(b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;

(c) there is a risk that supply of the products may be significantly delayed because of events outside our control;

(d) we have suspended supply of the product for technical reasons, or we notify you that we are going to suspend them for technical reasons, in each case for a period of more than 3 months; or

(e) you have a legal right to end the contract because of something we have done wrong.

8.3 If you are not ending the contract for one of the reasons set out in clause 8.2, then the contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund reasonable compensation for the net costs we will incur as a result of your ending the contract**.**

8.4 If you end the contract after products have been dispatched to you and (because we cannot recall them) they are delivered to you, you must return them to us. If you are ending the contract for one of the reason specified in clause 8.2 above, or because you are exercising your legal rights to end the contract because of something we have done wrong then we will pay the costs of return. In all other circumstances you must pay the costs of return.

9. OUR RIGHTS TO END THE CONTRACT

9.1 We may end the contract for a product at any time by writing to you if:

(a) you do not make any payment to us **OR** we are unable to collect payment from you when it is due and you still do not make payment within 7 days of us reminding you that payment is due;

(b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products; or

(c) you do not, within a reasonable time, allow us to deliver the products to you and install them or collect them from us.

9.2 If we end the contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

9.3 We may write to you to let you know that we are going to stop providing the product. We will let you know at least 4 weeks in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

10. IF THERE IS A PROBLEM WITH THE PRODUCT

10.1 If you have any questions or complaints about the product, please contact us. You can telephone us at 01460 30088 or write to us at info@Inspiredmetal.co.uk, Street Farm, Winsham, chard, TA20 4JU.

10.2 If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage, please contact us for a free returns label or collection.

11. PRICE AND PAYMENT

11.1 The price of the product (which includes VAT) will be the price set out in our Quotation at the date of your order unless we have agreed another price in writing. We take all reasonable care to ensure that the price of product advised to you is correct. However please see clause **Error! Reference source not found.** for what happens if we discover an error in the price of the product you order.

11.2 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 (including delivery and installation costs) in full before the change in the rate of VAT takes effect.

11.3 You must pay for the products (including delivery and installation costs) before we dispatch them.

11.4 If we are unable to collect any payment from you by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Barclays Bank Plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

11.5 If you think an invoice is wrong please contact us promptly to let us know.

12. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

12.1 If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill.

12.2 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

12.3 If we are installing the products or providing other services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.

12.4 We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13. HOW WE MAY USE YOUR PERSONAL INFORMATION

13.1 We will use the personal information you provide to us:

(a) to supply the products to you;

(b) to process your payment for the products; and

(c) if you agreed to this during the order process, to inform you about similar products that we provide, but you may stop receiving these communications at any time by contacting us.

13.2 **We will only give your personal information to third parties where the law either requires or allows us to do so**.

14. OTHER IMPORTANT TERMS

14.1 We may transfer our rights and obligations under these terms to another organisation.

14.2 You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

14.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms.

14.4 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.

14.5 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.

14.6 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.