BUSINESS TO CONSUMER – ONLINE TERMS AND CONDITIONS FOR THE SALE OF GOODS

1. **These terms**

1.1 These are the terms and conditions on which we supply products to you, whether these are goods, services or digital content.

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, 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 The Workshop, Street Farm, Winsham, Chard, Somerset, TA20 4JU. Our registered VAT number is 135373028.

2.2 You can contact us by telephoning our customer service team at 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 email you to accept it, 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 of unexpected limits on our resources which we could not reasonably plan for, 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 and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

3.4 Our website is solely for the promotion of our products in the UK and Channel Islands. 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 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. You can find information and tips on how to measure on our website or by contacting 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 of supply 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. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 0).

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 before the changes take effect and receive a refund for any products paid for but not received.

7. **Providing the products**

7.1 The costs of delivery will be as displayed to you on our website.

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

7.2.1 If the products are goods we will deliver them to you as soon as reasonably possible. We will contact you with an estimated delivery date.

7.2.2 We will begin the services on the date agreed with you during the order process.

7.2.3 If the products are ongoing services or a subscription to receive goods or digital content. We will supply the services, goods or digital content to you until either the services are completed or the subscription expires (if applicable) or you end the contract as described in clause 0 or we end the contract by written notice to you as described in clause 0.

7.3 If our supply 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. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

7.4 If you have asked to collect the products from our premises, you can collect them from us at any time during our working hours of 8am-5:30pm Monday to Thursday and 8am to 12pm Fridays (excluding public holidays and Saturdays].

7.5 If no one is available at your address to take delivery and the products cannot be posted through your letterbox, we will leave you a note informing you of how to Rearrange delivery.

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 0 will apply.

7.7 If you do not allow us access to your property to perform the services 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 0 will apply.

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

7.8.1 We have refused to deliver the goods;

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

7.8.3 You told us before we accepted your order that delivery within the delivery deadline was essential.

7.9 If you do not wish to treat the contract as at an end straight away, or do not have the right to do so under clause 0, 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 0 or clause 0, you can cancel your order for any of the goods or reject goods that have been delivered. If you wish, you can reject or cancel the order for some of those goods (not all of them), unless splitting them up would significantly reduce their value. After that we will refund any sums you have paid to us for the cancelled goods and their delivery. If the goods have been delivered to you, 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 or collection. Please call customer services on 01460 30088 or email us at info@Inspiredmetal.co.uk. for a return label or to arrange collection.

7.11 A product which is goods 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 a product which is goods 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. If so, 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 (and clause 0 will apply) 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 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.

7.14 We may have to suspend the supply of a product to:

7.14.1 Deal with technical problems or make minor technical changes;

7.14.2 Update the product to reflect changes in relevant laws and regulatory requirements;

7.14.3 Make changes to the product as requested by you or notified by us to you (see clause 0).

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 for a product and 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 0) 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 0).

8. Your rights to end the contract

8.1 Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

8.1.1 If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), see clause 0;

8.1.2 If you want to end the contract because of something we have done or have told you we are going to do, see clause 0;

8.1.3 If you have just changed your mind about the product, see clause 0. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods;

8.1.4 In all other cases (if we are not at fault and there is no right to change your mind), see clause 8.6.

8.2 If you are ending a contract for a reason set out at (1) to (5) below the contract will end immediately and we will refund you in full for any products which have not been provided. The reasons are:

8.2.1 We have told you about an upcoming change to the product or these terms which you do not agree to (see clause 0);

8.2.2 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;

8.2.3 There is a risk that supply of the products may be significantly delayed because of events outside our control;

8.2.4 We have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 3 months; or

8.2.5 You have a legal right to end the contract because of something we have done wrong.

8.3 For most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

8.4 **You do not have a right to change your mind in respect of:**

8.4.1 **Items made to your specifications, or which are clearly personalised.**

8.5 How long you have depends on what you have ordered and how it is delivered.

8.5.1 If you have bought goods, you have 14 days after the day you (or someone you nominate) receives the goods, unless:

8.5.1.1 Your goods are split into several deliveries over different days. In this case you have until 14 days after the day you receive the last delivery to change your mind about the goods.

8.5.1.2 Your goods are for regular delivery over a set period, you have until 14 days after the day you receive the first delivery of the goods.

8.6 Even if we are not at fault and you do not have a right to change your mind (see clause 0), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for goods is completed when the product is delivered and paid for. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. 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 (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

9. **How to end the contract with us (including if you have changed your mind)**

9.1 To end the contract with us, please let us know by doing one of the following:

9.1.1 Phone or email: Call customer services on 01460 30088 or email us at info@Inspiredmetal.co.uk. Please provide your name, home address, details of the order and, where available, your phone number and email address.

9.1.2 By post: Simply write to us at that address, including details of what you bought, when you ordered or received it and your name and address.

9.2 If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must either return the goods in person to where you bought them, post them back to us at The Workshop, Street Farm, Winsham, Chard, Somerset, TA20 4JU or (if they are not suitable for posting) allow us to collect them from you. Please call customer services on 01460 30088 or email us at info@inspiredmetal.co.uk for a return label or to arrange collection. If you are exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.

9.3 We will pay the costs of return:

9.3.1 If the products are faulty or misdescribed;

9.3.2 If you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong; or

9.3.3 If you are exercising your right to change your mind within the cooling off period.

In all other circumstances, you must pay the costs of return.

9.4 If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection.

9.5 We will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

9.6 If you are exercising your right to change your mind:

9.6.1 We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

9.6.2 The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

9.6.3 Where the product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

9.7 We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:

9.7.1 If the products are goods and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For information about how to return a product to us, see clause 9.2.

9.7.2 In all other cases, your refund will be made within 14 days of your telling us you have changed your mind

10. Our rights to end the contract

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

10.1.1 You do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;

10.1.2 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;

10.1.3 You do not, within a reasonable time, allow us to deliver the products to you or collect them from us; or

10.1.4 You do not, within a reasonable time, allow us access to your premises to supply the services.

10.2 If we end the contract in the situations set out in clause 0 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.

10.3 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 2 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.

11. If there is a problem with the product

11.1 If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at 01460 30088 or write to us at info@inspiredmetal.co.uk or by post to The Workshop, Street Farm, Winsham, Chard, Somerset, TA20 4JU.

11.2 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 or collection. Please call customer services on 01460 30088 email us at info@inspiredmetal.co.uk for a return label or to arrange collection.

12. Price and payment

12.1 The price of the product (which includes VAT) will be the price set out in the Order or our acceptance of it. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 0 for what happens if we discover an error in the price of the product you order.

12.2 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.

12.3 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 to you, 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 unmistakeable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

12.4 We accept payment by BACS or credit and debit card.

12.4.1 You must pay for the products before we dispatch them. We may request a deposit payment of 50% upfront to book the order into production. The final 50% will need to be paid prior to despatching your goods.

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12.5 If you do not make any payment to us 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 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.

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

13. **Our responsibility for loss or damage suffered by you**

13.1 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.

13.2 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 products and for defective products under the Consumer Protection Act 1987.

13.3 If we are providing 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.

13.4 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.

14. **How we may use your personal information**

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

15. **Other important terms**

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

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

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

15.4 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.

15.5 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.

15.6 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.

15.7 Alternative dispute resolution is an optional process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court.

PRIVACY STATEMENT

We, at Inspired Metal Ltd are committed to respecting and protecting the privacy of anyone using our site and the confidentiality of any information that you provide us with. The purpose of this statement is to set out how we use any personal information that we may obtain from you.

Data Protection Act 1998 ('the Act')

We are registered under the Data Protection Act and comply with the Act in all our dealings with your personal data.

Use and collection of personal information

In general you can visit our website without telling us who you are and without revealing any information about yourself. If, however, you use our site you will need to register and you will be asked to provide certain information such as your contact details. We will store this data and hold it on computer or otherwise.

We may use information that you provide:

- To register you with our website and to administer it.
- For assessment and analysis, e.g. marketing, customer and product analysis, to enable us to review, develop and improve our services.

If you do not want us to use data in this way, or to pass your details on to third parties for marketing purposes, please tick the relevant box situated on the form on which we collect your data.

We may disclose your personal information to third parties:

- In the event we sell or buy any business or assets, in which case we might disclose your personal data to the prospective buyer or seller.
- If we are under a legal duty to disclose or share your personal data in order to comply with or meet any legal obligation.

Cookies

We collect information directly from you in a number of ways. One way is through our use of 'cookies'. Most websites use cookies in order to make them work, or to work more efficiently, as well as to provide information to the owners of the website. They help us to understand how our customers and potential customers use our website so we can develop and improve the design, layout, content and function of the site. Cookies are small text files that are placed on your computer's hard drive by websites that you visit. They save and retrieve pieces of information about your visit to the website – for example, how you entered the site, how you navigated through the site and what information and documentation was of interest to you. This means that when you go back to a website, it can give you tailored options based on the information it has stored about you on your last visit.

Some of our cookies are used to simply collect information about how visitors use our website and these types of cookies collect the information in an anonymous form.

Where there is a login process relating to buying products or services from us we also use cookies to store personal registration information so that you do not have to provide it to us again on subsequent visits.

The rules about cookies on websites have recently changed. If you are uncomfortable with the use of cookies, you can disable cookies on your computer by changing the settings in the preferences or options menu in your browser. You can set your browser to reject or block cookies or to tell you when a website tries to put a cookie on your computer. You can also delete any cookies that are already stored on your computer's hard drive. However, please be aware that if you do delete and block all cookies from our website, parts of the site will not then work. This is because some of the cookies we use are essential for parts of our website to operate. Likewise, you may not be able to use some products and services on other websites without cookies.

To find out more about cookies, including seeing what cookies have been set and how to manage and delete them, visit www.allaboutcookies.org.

If you do not wish to accept cookies from our website, please leave this site immediately and then delete and block all cookies from this site. Alternatively, you may opt out of receiving information from us by e-mail, telephone, fax or post. Our phone number is (*details*), or you can e-mail us on (*details*).

Security

We endeavour to take all reasonable steps to protect your personal information. However, we cannot guarantee the security of any data that you disclose online and we will not be responsible for any breach of security unless this is due to our negligence or wilful default.

Your rights

You have the right to ask us not to process your personal data for marketing purposes. We will aim to inform you before collecting your data if we intend to use your data for such purposes or we intend to disclose your information to any third party for such purpose. You can exercise your right to prevent this happening by checking certain boxes on the forms we use to collect your data.

General

You have the right to see personal data (as defined under the Data Protection Act) that we keep about you upon receipt of a written request and payment of a fee of £10. Any request should be sent to:

Natasha Hebditch The Workshop, Street Farm, Winsham, Chard, Somerset, TA20 4JU.