

MARTIN PEARS ENGINEERING LIMITED
BUSINESS TO CUSTOMER TERMS & CONDITIONS

Please read the following important terms and conditions before you buy anything from us and check that they contain everything which you want and nothing that you are not willing to agree to.

Summary of your key rights:

The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product you're entitled to the following:

- *up to 30 days: if your goods are faulty, you can get a refund*
- *up to six months: if they can't be repaired or replaced, then you're entitled to a full refund in most cases*
- *up to six years: if the goods do not last a reasonable length of time you may be entitled to some money back*

You DON'T have a legal right to a refund or replacement just because you change your mind, BUT please ask us about our returns policy as we may still be able to help.

This is a summary of some of your key rights. For detailed information from Citizens Advice please visit www.adviceguide.org.uk or call 03454 04 05 06.

The information in this summary box summarises some of your key rights. It is not intended to replace the contract below which you should read carefully.

This contract sets out:

- your legal rights and responsibilities
- our legal rights and responsibilities, and
- certain key information required by law

This contract is used for when you and we enter into a contract on the premises or via telephone.

In this contract:

- 'We', 'us' or 'our' means Martin Pears Engineering Limited, and
- 'You' or 'your' means the person buying goods from us

If you don't understand any of this contract and want to talk to us about it, please speak with us on the premises or contact us by:

- e-mail: louise@mpearsengineering.co.uk, or
- telephone: 01548 521429.

Who are we?

We are registered in England and Wales under company number: 06838482

Our registered office is at: 3 St Marco Gardens, Kingsbridge, TQ7 1NU

Our VAT number is: 889857722

1 Introduction

1.1 If you buy goods from us you agree to be legally bound by this contract.

- 1.2 When buying any goods you also agree to be legally bound by:
- 1.2.1 extra terms which may add to, or replace some of, this contract. This may happen for the purposes of security, legal or regulatory reasons. We will contact you to let you know if we intend to do this by giving you one month's notice.
 - 1.2.2 specific terms which apply to certain goods. If you want to see these specific terms, please check against the relevant goods on the premises.

All these documents form part of this contract as though set out in full here.

2 Information we give you

- 2.1 By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made (see the summary box below). We will give you this information in a clear and understandable way. Typically, we will do this on our premises before you buy from us. Some of this information is likely to be obvious from the context. Some of this information is also set out in this contract, such as information on our complaint handling policy (see clause 10).

Information we will give you

We will give you information on:

the main characteristics of the goods you want to buy

who we are, where we are based and how you can contact us

the total price of the goods including any taxes (or where this cannot reasonably be worked out in advance, the manner in which we will work out the price)

all additional delivery charges (or where this cannot reasonably be worked out in advance, the fact that such additional charges may be payable)

the arrangements for payment, delivery, performance, and the time by which we will deliver the goods

our complaint handling policy

the fact that we are under a legal duty to supply goods that are in conformity with the contract

our after-sales services

our commercial guarantees

how long the contract is for and how to end it

- 2.2 The key information we give you by law forms part of this contract (as though it is set out in full here).
- 2.3 If we have to change any key information once a legally binding contract between you and us is made, we can only do this if you agree to it.

3 Ordering goods from us

- 3.1 Below, we set out how a legally binding contract between you and us is made:
- 3.1.1 Any quotation given by us before you make an order for goods is not a binding offer by us to supply such goods.
 - 3.1.2 When you decide to place an order for goods with us, this is when you offer to buy such goods from us.
 - 3.1.3 When you place your order with us, we will acknowledge it on the premises, over the telephone or by email. This acknowledgement does not, however, mean that your order has been accepted.

3.1.4 We may contact you to say that we do not accept your order. If we do this, we will try to tell you promptly why we do not accept your order. This is typically for the following reasons:

- (a) the goods are unavailable
- (b) we cannot authorise your payment
- (c) you are not allowed to buy the goods from us
- (d) we are not allowed to sell the goods to you
- (e) you have ordered too many goods
- (f) there has been a mistake on the pricing or description of the goods

3.1.5 We will only accept your order when we confirm this on the premises, by telephone or when we email you to confirm this (Confirmation E-mail). At this point, a legally binding contract will be in place between you and us.

3.2 If you are under the age of 18 you may not be able to buy certain goods because you are too young. These are set out on the relevant webpage for the goods.

4 Delivery

4.1 Unless we agree otherwise, you will collect the goods from us. If you want information on your delivery options and costs, speak with us on the premises or via telephone before you place your order. If we agree to deliver the goods, the terms in clauses 4.2 to 4.10 shall apply.

4.2 We will let you know on the premises or in the Confirmation E-mail (see clause 3.1.5) the estimated date and time window for delivery of the goods.

4.3 If something happens which:

- 4.3.1 is outside of our control, and
- 4.3.2 affects the estimated date of delivery

we will let you have a revised estimated date for delivery of the goods.

4.4 Delivery of the goods will take place when we or our third party supplier delivers them to the address that you gave to us.

4.5 We cannot deliver the goods if we are unable to properly identify you. Please provide our driver with a form of ID (passport or photocard driving licence).

4.6 Unless you and we agree otherwise, if we cannot deliver your goods within 30 days, we will:

- 4.6.1 let you know
- 4.6.2 cancel your order, and
- 4.6.3 give you a refund

4.7 If nobody is available to take delivery, please let us know using the contact details at the top of this page.

4.8 You are responsible for the goods when delivery has taken place. In other words, the risk in the goods passes to you when you take possession of the goods.

4.9 We do not make deliveries to any addresses outside of the UK.

4.10 We may deliver your goods in instalments. If you want to see whether your goods may be delivered in this way, please speak with us on the premises or check the Confirmation E-mail (see clause 3.1.5).

5 Payment

5.1 We accept cash, cheques, and the following credit cards and debit cards: Visa, Visa Debit, Mastercard. We do not accept American Express (Amex).

5.2 Your credit card or debit card will only be charged when the goods are dispatched.

5.3 All payments by credit card or debit card need to be authorised by the relevant card issuer.

- 5.4 If your payment is not received by us and you have already received the goods, you:
- 5.4.1 must pay for such goods within 14 days, or
 - 5.4.2 must return them to us as soon as possible. If so, you must keep the goods in your possession, take reasonable care of them (including ensuring that you follow any instructions or manuals given with the goods) and not use them before you return them to us. If you do not return any goods (such as where you have not paid for them) we may collect the goods from you at your expense. We will try to contact you to let you know if we intend to do this.
- 5.5 The price of the goods:
- 5.5.1 is in pounds sterling (£)(GBP)
 - 5.5.2 includes VAT at the applicable rate
 - 5.5.3 unless otherwise agreed with us, does not include the cost of delivering the goods (if you want information on your delivery options and costs, speak with us on the premises or via telephone before you place your order)

6 Nature of the goods

- 6.1 The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'), for example, the goods:
- 6.1.1 are of satisfactory quality
 - 6.1.2 are fit for purpose
 - 6.1.3 match the description, sample or model, and
 - 6.1.4 are installed properly (if we install any goods)
- 6.2 We must provide you with goods that comply with your legal rights.
- 6.3 The packaging of the goods may be different from that shown on the premises.
- 6.4 While we try to make sure that all weights, sizes and measurements set out on the premises are as accurate as possible, there may be a small tolerance of up to 5% in the weights, sizes and measurements of some goods.
- 6.5 Any goods sold:
- 6.5.1 at discount prices
 - 6.5.2 as used goods
 - 6.5.3 as remnants
 - 6.5.4 as substandard
- will be identified and sold as such. Please check that they are of a satisfactory quality for their intended use.
- 6.6 If we can't supply certain goods we may need to substitute them with alternative goods of equal or better standard and value. In this case:
- 6.6.1
 - 6.6.2 we will let you know if we intend to do this but this may not always be possible
 - 6.6.3 you can refuse to accept such substitutes, in which case we will offer you a refund or a replacement and let you know how long such an offer remains open for

7 Faulty goods

- 7.1 Your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'), are set out at the top of this contract. They are a summary of your key rights. For more detailed information on your rights and what you should expect from us, please:
- 7.1.1 speak with us on the premises or via telephone;

- 7.1.2 visit our webpage;
- 7.1.3 contact us using the contact details at the top of this page, or
- 7.1.4 visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06
- 7.2 Nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.
- 7.3 Please contact us using the contact details at the top of this page, if you want:
 - 7.3.1 us to repair the goods
 - 7.3.2 us to replace the goods
 - 7.3.3 a price reduction
 - 7.3.4 a refund

8 End of the contract

- 8.1 If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.

9 Limit on our responsibility to you

- 9.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury), we are not legally responsible for any:
 - 9.1.1 losses that:
 - (a) were not foreseeable to you and us when the contract was formed
 - (b) that were not caused by any breach on our part
 - 9.1.2 business losses
 - 9.1.3 losses to non-consumers

10 Disputes

- 10.1 We will try to resolve any disputes with you quickly and efficiently.
- 10.2 If you are unhappy with:
 - 10.2.1 the goods
 - 10.2.2 our service to you
 - 10.2.3 any other matter
 please contact us as soon as possible.
- 10.3 If you and we cannot resolve a dispute using our internal complaint handling procedure, we will:
 - 10.3.1 let you know that we cannot settle the dispute with you, and
 - 10.3.2 give you certain information required by law about our alternative dispute resolution provider.
- 10.4 If you want to take court proceedings, the relevant courts in the part of the United Kingdom where you live will have non-exclusive jurisdiction in relation to this contract.
- 10.5 The laws of England and Wales will apply to this contract.

11 Third party rights

- 11.1 No one other than a party to this contract has any right to enforce any term of this contract

Signed by behalf of Martin Pears Engineering Ltd	for and on	
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 Director
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Signed by Purchaser
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