

This page (together with the documents expressly referred to on it including our Privacy Policy) tells you information about us and the legal terms and conditions (Terms) on which we sell any of the products (Products) listed on our website (our site) to you.

These Terms will apply to any contract between us for the sale of Products to you (Contract). Please read these Terms carefully and make sure that you understand them, before ordering any Products from our site or by telephone. Please note that by ordering any of our Products, you agree to be bound by these Terms and the other documents expressly referred to in it.

Please click on the button marked "I Accept" at the end of these Terms if you accept them. If you refuse to accept these Terms, you will not be able to order any Products from our site. You should print a copy of these Terms or save them to your computer for future reference.

We amend these Terms from time to time as set out in clause 7. Every time you wish to order Products, please check these Terms to ensure you understand the terms which will apply at that time. These Terms were most recently updated on 1st September 2019 when we changed clauses 2, 6, 8, 10, 12 and 18. These Terms, and any Contract between us, are only in the English language.

## 1. INFORMATION ABOUT US

1.1 We operate the website [www.metalandglassltd.co.uk](http://www.metalandglassltd.co.uk). We are Metal & Glass Limited, a company registered in England and Wales under company number 12113002 and with our registered office at Unit 3, Shelley Farm, Shelley, Lane, Ower, Romsey, SO51 6AS. Our VAT number is 328 1567 93.

1.2 To contact us, please see our Contact Form at [www.metalandglassltd.co.uk](http://www.metalandglassltd.co.uk) or telephone us on 01794 745445 or email [info@metalandglassltd.co.uk](mailto:info@metalandglassltd.co.uk).

## 2. OUR PRODUCTS

2.1 The images of the Products on our site are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflect the colour of the Products. Your Products may vary slightly from those images.

2.2 The packaging of the Products may vary from that shown on images on our site.

2.3 All Products shown on our site are subject to availability. We will inform you by e-mail as soon as possible if the Product you have ordered is not available and we will not process your order if made.

2.4 Please ensure that any bespoke orders made by you clearly set out your requirements and accurate measurements. We cannot accept the return of any bespoke products if the reason for return is because you provided us with incorrect measurements or specifications. However, this will not affect your legal rights as a consumer in relation to bespoke Products that are faulty or not as described. Advice about your legal rights is available at your local Citizen's Advice Bureau or Trading Standards office.

2.5 Any bespoke Products ordered by you are outside our normal specification of Products and as such we may incur additional design, materials and manufacturing fees or costs. If you choose to cancel your order at any time and we have already started work on your order we will either invoice you, or where a deposit has been paid retain said deposit.

## 3. HOW WE USE YOUR PERSONAL INFORMATION

We only use your personal information in accordance with our Privacy Policy. For details, please contact us on 01794 745445.

## 4. IF YOU ARE A CONSUMER

This clause 4 only applies if you are a consumer.

4.1 If you are a consumer, you may only purchase Products from our site if you are at least 18 years old.

4.2 We intend to rely upon these Terms and any document expressly referred to in them in relation to the Contract between you and us. While we accept responsibility for statements and representations made by our duly authorised agents, please make sure you ask for any variations from these Terms to be confirmed in writing.

4.3 As a consumer, you have legal rights in relation to Products that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

## 5. IF YOU ARE A BUSINESS CUSTOMER

This clause 5 only applies if you are a business.

5.1 If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you use our site to purchase Products.

5.2 These Terms and any document expressly referred to in them constitutes the entire agreement between you and us. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of which is not set out in these Terms or any document expressly referred to in them.

## 6. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

6.1 With the exception of bespoke Products which will need to be discussed by telephone or email, the steps you need to take to place an order on our site are clearly set out on our website. You may click on an item to order which places the item into your basket and you may then checkout and make payment.

6.2 Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each stage of the order process.

6.3 After you place an order, whether it be online or by telephone, we will send an invoice by post confirming that your order has been placed (Order Confirmation). The Contract between us will be in place from the time as stated on this email.

6.4 Changes to your order made after completion of the stages as set out in clause 6.3 may incur additional costs, for example should you wish to change your order and return items to us. We will confirm any costs to you prior to amending your order.

6.5 If we are unable to supply you with a Product, for example because that Product is not in stock or no longer available or because of an error in the price on our site as referred to in clause 12.6, we will inform you of this by e-mail or telephone and we will not process your order. If you have already paid for the Products, we will refund you the full amount as soon as possible.

6.6 Telephone orders may be placed during our telephone conversation and the Contract will come into existence once:

- you have confirmed during that telephone conversation that you wish to proceed with the order; and
- you have paid any deposit as required by us; and
- you receive an Order Confirmation email from us confirming that your order has been placed.

6.7 We also provide email quotations for products, including bespoke Products, following telephone or email enquiries. A copy of these terms and conditions will be attached to every quotation and by proceeding to place an order with us and paying any deposit required by us, you confirm that you wish to proceed in accordance with these Terms.

## 7. OUR RIGHT TO VARY THESE TERMS

7.1 We may revise these Terms from time to time in the following circumstances:

- changes in how we accept payment from you;
- changes in relevant laws and regulatory requirements;
- changes to the delivery process.

7.2 Every time you order Products from us, the Terms in force at that time will apply to the Contract between you and us.

7.3 Whenever we revise these Terms in accordance with this clause 7, we will keep you informed and give you notice of this by stating that these Terms have been amended and the relevant date at the top of this page.

## 8. YOUR CANCELLATION AND REFUND RIGHTS IF YOU ARE A CONSUMER

This clause 8 only applies if you are a consumer.

8.1 If you are a consumer, you have a legal right to cancel a Contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 during the period set out below in clause 8.3. This means that during the relevant period if you change your mind or decide for any other reason that you do not want to receive or keep a Product, you can notify us of your decision to cancel the Contract and receive a refund. Advice about your legal right to cancel the Contract is available from your local Citizens' Advice Bureau or Trading Standards office.

8.2 However, this cancellation right does not apply in the case of any bespoke, made-to-measure or custom-made products. Unfortunately, as bespoke products are made to your requirements, you will not be able to cancel your order once the process begins (but this will not affect your legal rights as a consumer in relation to bespoke/made to measure Products that are faulty or not as described).

8.3 Your legal right to cancel a Contract starts from the date of the Order Confirmation (the date on which we e-mail you to confirm our acceptance of your order), which is when the Contract between us is formed. Your deadline for cancelling the Contract then depends on what you have ordered and how it is delivered, as set out in the table below:

Your Contract	End of the cancellation period
Your Contract is for a single Product (which is not delivered in instalments on separate days).	The end date is the end of 14 days after the day on which you receive the Product.  Example: if we provide you with an Order Confirmation on 1 January and you receive the Product on 10 January you may cancel at any time between 1 January and the end of the day on 24 January.
Your Contract is for either of the following: <ul style="list-style-type: none"> <li>one Product which is delivered in instalments on separate days.</li> <li>multiple Products which are delivered on separate days</li> </ul>	The end date is 14 days after the day on which you receive the last instalment of the Product or the last of the separate Products ordered.  Example: if we provide you with an Order Confirmation on 1 January and you receive the first instalment of your Product on the first of your separate Products on 10 January and the last instalment or last separate Product on 15 January you may cancel in respect of all instalments and any or all of the separate Products at any time between 1 January and the end of the day on 29 January.
Your Contract is for the regular delivery of a Product over a set period.	The end date is 14 days after the day on which you receive the first delivery of the Products.  Example: if we provide you with an Order Confirmation on 1 January in respect of Products to be delivered at regular intervals over a year and you receive the first delivery of your Product on 10 January, you may cancel at any time between 1 January and the end of the day on 24 January. 24 January is the last day of the cancellation period in respect of all Products to arrive during the year.

8.4 To cancel a Contract, you must contact us in writing by sending an e-mail to [info@metalandglassltd.co.uk](mailto:info@metalandglassltd.co.uk) or by sending a letter to our sales office at 1 Short Hill, Romsey, SO51 7UH. You may wish to keep a copy of your cancellation notification for your own records.

8.5 If you cancel your Contract we will:

- refund you the price you paid for the Products. However,

please note we are permitted by law to reduce your refund 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.

(b) refund any delivery costs you have paid, although, as permitted by law, the maximum refund will be the costs of delivery by the least expensive delivery method we offer (provided that this is a common and generally acceptable method). 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.

(c) make any refunds due to you as soon as possible and in any event within the deadlines indicated below:

(i) if you have received the Product and we have not offered to collect it from you: 14 days after 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 8.8;

(ii) if you have not received the Product or you have received it and we have offered to collect it from you: 14 days after you inform us of your decision to cancel the Contract.

8.6 If you have returned the Products to us under this clause 8 because they are faulty or mis-described, we will refund the price of a defective Product in full, any applicable delivery charges, and any reasonable costs you incur in returning the item to us.

8.7 We will refund you by cheque or bank transfer.

8.8 If a Product has been delivered to you before you decide to cancel your Contract:

(a) then you must return it to us without undue delay and in any event not later than 14 days after the day on which you let us know that you wish to cancel the Contract. You can either send it back, return it to us in-store or hand it to our authorised carrier. Please see our Website for our returns address;

(b) unless the Product is faulty or not as described, you will be responsible for the cost of returning the Products to us. If the Product is one which cannot be returned by post, we estimate that if you use the carrier which delivered the Product to you, these costs should not exceed the sums we charged you for delivery;

Because you are a consumer, we are under a legal duty to supply Products that are in conformity with this Contract. As a consumer, you have legal rights in relation to Products that are faulty or not as described. These legal rights are not affected by your right of return and refund in this clause 8 or anything else in these Terms.

## 9. YOUR CANCELLATION AND REFUND RIGHTS IF YOU ARE A BUSINESS

This clause 9 only applies if you are a business.

9.1 If you are a business and change your mind or for any other reason you decide you do not want to keep a Product, you can notify us of your request to return the item. Returns will be accepted at our discretion.

9.2 In the event that we accept your request to return a stock product, we reserve the right to charge 65% of the invoice total by way of a restocking charge. Deposit/Full payments for bespoke items are non-refundable.

9.3 Cancellation rights under this clause 9 do not apply in the case of any made-to-measure or custom-made products.

9.4 To request to cancel a Contract, you must contact us in writing by sending an e-mail to [info@metalandglassltd.co.uk](mailto:info@metalandglassltd.co.uk) or by sending a letter to 1 Short Hill, Romsey, SO51 7UH.

9.5 Should we agree to the return of the Product and to issue a refund, you will receive a refund of the sum agreed as soon as possible and, in any case, within 30 calendar days of the day on which you gave us notice of cancellation as described in clause 9.4. If you returned the Products to us because they were faulty or mis-described, please see clause 9.6.

9.6 If you have returned the Products to us under this clause 9 because they are faulty or mis-described, we will refund the price of a defective Product in full, any applicable delivery charges, and any reasonable costs you incur in returning the item to us.

9.7 If we agree to the return of the Product(s):

- you must return the Products to us as soon as reasonably practicable;
- unless the Products are faulty or not as described, you will be responsible for the cost of returning the Products to us;
- you have a legal obligation to keep the Products in your possession and to take reasonable care of the Products while they are in your possession.

## 10. DELIVERY

10.1 We will contact you with an estimated delivery date, which with the exception of bespoke Products will be within 30 days after the date of the Order Confirmation (the date on which we e-mail you to confirm our acceptance of your order). Occasionally our delivery to you may be affected by an Event Outside Our Control. See clause 18 for our responsibilities when this happens.

- 10.2 Delivery of an Order shall be completed when we deliver the Products to the address you gave us or you or a carrier organised by you collect them from us and the Products will be your responsibility from that time.
- 10.3 If no one is available at your address to take delivery, we will leave you a note that the Products have been returned to our premises, in which case, please contact us to rearrange delivery. Additional re-delivery charges will be applied if we are not able to deliver on an agreed day.
- 10.4 It is your responsibility to inspect goods upon delivery. Any breakages or shortages must be noted on the delivery paperwork and brought to our attention within 24 hours of receiving your delivery. We cannot refund or replace items that have been signed for as received in good condition.
- 10.5 The Products will be your responsibility from the completion of delivery.
- 10.6 You own the Products once we have received payment in full, including all applicable delivery charges.
- This clause 10.7 only applies if you are a consumer.**
- 10.7 With the exception of bespoke Products, if we miss the 30 day delivery deadline for Products you have ordered then you may cancel your Order straight away if any of the following apply:
- we have refused to deliver the Products;
  - delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
  - you told us before we accepted your order that delivery within the delivery deadline was essential.
- 10.8 If you do not wish to cancel your order straight away, or do not have the right to do so under clause 10.7, you can give us a new deadline for delivery, which must be reasonable, and you can cancel your Order if we do not meet the new deadline.
- 10.9 Please note that bespoke Products require additional work and so will not be delivered within the 30 day deadline. We will contact you with a delivery date for any bespoke Products as soon as reasonably possible.
- 10.10 If you do choose to cancel your Order for late delivery under clause 10.7 or clause 10.8, you can do so for just some of the Products or all of them, unless splitting them up would significantly reduce their value. 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. After you cancel your Order we will refund any sums you have paid to us for the cancelled Products and their delivery.

## 11. INTERNATIONAL DELIVERY

- 11.1 For details concerning which countries we can deliver to, please call our office or email your enquiry
- 11.2 If you order Products from our site for delivery to one of the International Delivery Destinations, your order may be subject to import duties and taxes which are applied when the delivery reaches that destination. Please note that we have no control over these charges and we cannot predict their amount.
- 11.3 You will be responsible for payment of any such import duties and taxes. Please contact your local customs office for further information before placing your order.
- 11.4 You must comply with all applicable laws and regulations of the country for which the Products are destined. We will not be liable or responsible if you break any such law.

## 12. PRICE OF PRODUCTS AND DELIVERY CHARGES

- 12.1 With the exception of bespoke Products, the prices of the Products will be as quoted on our site from time to time. We take all reasonable care to ensure that the prices of Products are correct at the time when the relevant information was entered onto the system. However if we discover an error in the price of Product(s) you ordered, please see clause 12.6 for what happens in this event.
- 12.2 Prices for our Products may change from time to time, but changes will not affect any order which we have confirmed with an Order Confirmation.
- 12.3 The price of a Product includes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Products in full before the change in VAT takes effect.
- 12.4 In some instances we may need to charge a deposit of up to 50% of the total cost of the Products to cover reasonable costs in respect time and fees incurred to draw up technical specifications. Where we need to do this we will inform you prior to Order Confirmation.
- 12.5 The price of a Product does not include delivery charges. Our delivery charges are as quoted on our site from time to time. To check relevant delivery charges, please contact us on 01794 745445.
- 12.6 Our site contains a large number of Products. It is always possible that, despite our reasonable efforts, some of the Products on our site may be incorrectly priced. We will normally check prices as part of our dispatch procedures so that:
- where the Product's correct price is less than the price stated on our site, we will charge the lower amount when dispatching the Products to you. However, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, we do not have to provide the Products to you at the incorrect (lower) price; and

- if the Product's correct price is higher than the price stated on our site, we will contact you as soon as possible to inform you of this error and we will give you the option of continuing to purchase the Product at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing.

## 13. HOW TO PAY

- 13.1 You can only pay for Products by cheque, credit or debit card or bank transfer. Your order date starts from the date the funds are cleared.
- 13.2 Deposit payments, payment for the Products and payments for all applicable delivery charges are made in advance.

## 14. MANUFACTURER GUARANTEES

- 14.1 Some of the Products we sell to you come with a manufacturer's guarantee. For details of the applicable terms and conditions, please refer to the manufacturer's guarantee provided with the Products.
- 14.2 If you are a consumer, a manufacturer's guarantee is in addition to your legal rights in relation to Products that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

## 15. OUR WARRANTY FOR THE PRODUCTS

- 15.1 The guarantee in respect of the Metal & Glass brand is available upon request.
- 15.2 For Products which do not have a manufacturer's guarantee, we provide a warranty that on delivery and for a period of 12 months from delivery, the Products shall be free from material defects. However, this warranty does not apply in the circumstances described in clause 15.3.
- 15.3 The warranty in clause 15.1 does not apply to any defect in the Products arising from:
- fair wear and tear;
  - willful damage, abnormal storage or working conditions, accident, negligence by you or by any third party;
  - if you fail to operate or use the Products in accordance with the user instructions;
  - any alteration or repair by you or by a third party who is not one of our authorised repairers; or (e) any specification provided by you.
- 15.4 If you are a consumer, this warranty is in addition to your legal rights in relation to Products that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

## 16. OUR LIABILITY IF YOU ARE A BUSINESS

**This clause 16 only applies if you are a business customer.**

- 16.1 We only supply the Products for use by your business, and you agree not to use the Product for any re-sale purposes.
- 16.2 Nothing in these Terms limit or exclude our liability for:
- death or personal injury caused by our negligence;
  - fraud or fraudulent misrepresentation;
  - breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
  - defective products under the Consumer Protection Act 1987.
- 16.3 Subject to clause 16.2, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- any loss of profits, sales, business, or revenue;
  - loss or corruption of data, information or software;
  - loss of business opportunity;
  - loss of anticipated savings;
  - loss of goodwill; or
  - any indirect or consequential loss.
- 16.4 Subject to clause 16.2 and clause 16.3, our total liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% of the price of the Products ordered.
- 16.5 Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Products. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Products are suitable for your purposes.

## 17. OUR LIABILITY IF YOU ARE A CONSUMER

**This clause 17 only applies if you are a consumer.**

- 17.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into the Contract.
- 17.2 We only supply the Products for domestic and private use. You agree not to use the product for any commercial,

business or re-sale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

- 17.3 We do not in any way exclude or limit our liability for:
- death or personal injury caused by our negligence;
  - fraud or fraudulent misrepresentation;
  - any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
  - any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
  - defective products under the Consumer Protection Act 1987.

## 18. EVENTS OUTSIDE OUR CONTROL

- 18.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in clause 18.2.
- 18.2 An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private electricity or other power supply, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport or delay or cessation of a supply of key materials.
- 18.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:
- we will contact you as soon as reasonably possible to notify you; and
  - (b) our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Products to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

## 19. COMMUNICATIONS BETWEEN US

- 19.1 When we refer, in these Terms, to "in writing", this will include e-mail.
- 19.2 If you wish to contact us in writing, or if any clause in these Terms requires you to give us notice in writing, you can send this to us by e-mail or by pre-paid post to Metal & Glass Limited at 5 Pinnacle Business Park, Callington, PL17 7FF or [info@metalandglassltd.co.uk](mailto:info@metalandglassltd.co.uk). We will confirm receipt of this by contacting you in writing, normally by e-mail. If you are a consumer and exercising your right to cancel under clause 8, please refer to clause 8 for how to tell us this.
- 19.3 If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your order.
- 19.4 If you are a business, please note that any notice given by you to us, or by us to you, will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail that such e-mail was sent to the specified e-mail address of the addressee.

## 20. OTHER IMPORTANT TERMS

- 20.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms. We will always notify you in writing or by posting on this webpage if this happens.
- 20.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.
- 20.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties Act) 1999 or otherwise.
- 20.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 20.5 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 20.6 If you are a consumer, please note that these Terms are governed by English law. This means a Contract for the purchase of Products through our site and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction.
- 20.7 If you are a business, these Terms are governed by English law. This means that a Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), will be governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.