



## TWOEY: CONSUMER TERMS AND CONDITIONS

### Our terms

**1.1** These are the terms and conditions on which we supply our products to you. Please read them 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.

**1.2** These terms apply if you are a consumer and do not apply if you are a trade customer.

### **2. Information about us and how to contact us**

**2.1** We are Mike Miller Associated Limited, trading as Twoey, a company registered in England and Wales. Our company registration number is 01425839 and our registered office is at The Old Brewery, Caldbeck, Cumbria, CA7 8EW. Our manufacturing site is at Twoey, Syke Road, Wigton, Cumbria, CA7 9NS. Our registered VAT number is 375094729.

**2.2** You can contact us by telephoning 016973 49774 or by writing to us via email at sales@twoey.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 mainland. Unfortunately, we do not deliver to addresses outside the UK mainland.

### **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. Although we have made every effort to be as accurate as possible, all sizes, weights, capacities, dimensions and measurements of the products indicated on our website have a 2% tolerance.

**4.2** The packaging of the product may vary from that shown in images on our website.

**4.3** 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 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 8).

## **6. Our rights to make changes**

**6.1** We may change the product:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements.

These changes will not affect your use of the product.

**6.2** In addition, we reserve the right to make other changes to our products, 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 use all reasonable endeavours to let you know when we will provide the products. We will use all reasonable endeavours to arrange for them to be delivered to you as soon as reasonably possible or we will contact you with an estimated delivery date.

**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 would like to collect the products from our premises, please contact us using the details provided in clause 2.2.

**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.

**7.7** Products will be your responsibility from the time we deliver the product to the address you gave us or you or a carrier organised by you collect it from us.

**7.8** You own a product once we have received payment in full.

## **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:

- (a) 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 11;
- (b) If you want to end the contract because of something we have done or have told you we are going to do, see clause 8.2;
- (c) If you have just changed your mind about the product, see clause 8.3. 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;

**8.2** If you are ending a 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. The reasons are:

- (a) we have told you about an upcoming change to the product or these terms which you do not agree to;
- (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 products for technical reasons, or notify you we are going to suspend them for technical reasons; or
- (e) you have a legal right to end the contract because of something we have done wrong, including because we have delivered late.

**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 products which are custom-made or personalised.

**8.5** You have 14 days after the day you (or someone you nominate) receives the goods to change your mind, unless your goods are split into several deliveries over different days. In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery.

## **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 calling or emailing us using the details provided in clause 2.2.

**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 or send them back to us at the address provided on our website. 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:

- (a) if the products are faulty or misdescribed; or
- (b) 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;

In all other circumstances (including where you are exercising your right to change your mind) 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:

- (a) 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 of them in an inappropriate way. 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.
- (b) The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer.

**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:

- (a) If we have not offered to collect the products, 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.
- (b) 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:

- (a) 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;
- (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 or collect them from us.

**10.2** If we end the contract in the situations set out in clause 10.1 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.

**10.3** We may write to you to let you know that we are going to stop providing the product. We will use all reasonable endeavours to let you know 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 using the details provided in clause 2.2.

**11.2** In accordance with the Consumer Rights Act 2015, our products shall be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

- (a) Up to 30 days: if your goods are faulty, then you can get an immediate refund.
- (b) Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- (c) Up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

**11.3** If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them, send them back to us or allow us to collect them from you. We will pay the costs of postage or collection. Please contact us using the details provided in clause 2.2 to arrange collection.

## **12. Price and payment**

**12.1** The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 12.3 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.

**12.4** We will ask you to make an online payment for your products.

**12.5** If you think an invoice is wrong, please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we reserve the right to charge you interest on correctly invoiced sums from the original due date.

**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, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

**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 as summarised at clause 11.2.

**13.3** Unless you are a business customer, the products supplied under these terms and conditions are for domestic and private use. If you use products supplied under these terms 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**

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

**15. Other important terms**

**15.1** We may transfer our rights and obligations under these terms to another organisation. We will use all reasonable endeavours to ensure that the transfer will not affect your rights under the contract.

**15.2** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. However, you may transfer our guarantee at clause 8.4 to a person who has acquired the product or, where the product is services, any item or property in respect of which we have provided the services. We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the relevant item or property.

**15.3** This contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in clause 15.2 in respect of our guarantee. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these 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 and Welsh law and by agreeing to them you irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.