

THESE TERMS ONLY APPLY IF YOU ARE A CONSUMER. A CONSUMER MEANS ANY INDIVIDUAL ACTING FOR PURPOSES THAT ARE WHOLLY OR MAINLY OUTSIDE THAT INDIVIDUAL'S TRADE, BUSINESS, CRAFT OR PROFESSION.

1. OUR TERMS

1.1 What these terms cover. These terms and conditions ("Terms") govern the use of the website www.plumbingforless.co.uk ("Website") or purchasing goods by telephone or from our online eBay/Amazon stores ("Stores") by users ('you' or 'your') and their relationship with Mathewson and Rosemond Limited Company (trading as www.plumbingforless.co.uk) whose registered office and trading address is Union Mills, 9 Dewsbury Road, Leeds, LS11 5DE.

1.2 Why you should read them. 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 Who we are. We are Mathewson and Rosemond Limited Company (trading as www.plumbingforless.co.uk) registered in England and Wales under company registration number is 0639320, our registered office and trading address is Union Mills, 9 Dewsbury Road, Leeds, LS11 5DE. Our registered VAT number is GB 169625625.

2.2 How to contact us. You can contact us by telephoning our customer service team on **0113 3223 140** or by writing to us at sales@plumbingforless.co.uk.

2.3 How we may contact you. 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 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

3.1 How we will accept your order – Website, telephone or Stores. There are some terms which do not apply if you purchase the products from our Stores. These are identified in these terms.

3.2 If you place an order via the Website or by telephone or from Stores. This constitutes an offer to purchase the products in accordance with these terms and you are responsible for ensuring that the terms of the order and any specification submitted by you are complete and accurate.

3.3 When your order is accepted. Any order placed via the Website or by telephone shall only be deemed accepted by us when you have paid for the products in full, the monies have been received by us and the products have been despatched. Any email, order confirmation or other electronic acknowledgement by us of receipt of an order does not constitute legal acceptance by us of your order. We will confirm our acceptance to you by sending you an email confirming that the products have been despatched ("Despatch Confirmation"). The contract between us is formed when we send you the Despatch Confirmation.

3.4 If you order products from our Stores, 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.

3.5 If we cannot accept your order. 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:

- (a) product is out of stock because of unexpected limits on our resources which we could not reasonably plan for; or
- (b) credit reference we have obtained for you does not meet our minimum requirements; or
- (c) we have identified an error in the price or description of the product; or
- (d) we are unable to meet a delivery deadline you have specified.

3.6 Your order number. 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.

4. OUR PRODUCTS

4.1 Products may vary slightly from their pictures. 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 reflects the colour of the products accurately. Your product may vary slightly from those images.

4.2 Product packaging may vary. The packaging of the product may vary from that shown on our website.

5. AFTER SALES SERVICE AND GUARANTEES

5.1 Where applicable, details of manufacturers' guarantees will be provided with the product, and you are reminded that you should complete all guarantee and/or cards and/or documents immediately upon receipt of the products.

5.2 This warranty does not apply to any defect in the goods arising from fair wear and tear, wilful damage, accident, negligence by you or any third party, use otherwise than as recommended by the supplier, failure to follow the suppliers' installation and user instructions, or any alteration or repair carried out without the supplier's approval.

5.3 All warranties are non-transferable and only apply for you – the original customer.

6. SAFE SHOPPING GUARANTEE – ONLINE ORDERS

6.1 We have used every effort to ensure that shopping on the internet with us is safe. Our secure server software encrypts all of your personal information sent over the Internet. The Website has been issued with SSL Certificate for your protection.

6.2 Although we endeavour to take all reasonable steps to protect your personal information, we cannot guarantee the complete security of any data you disclose online.

7. YOUR RIGHTS TO MAKE CHANGES

7.1 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. Please contact our customer services team if you wish to exercise this right.

8. OUR RIGHTS TO MAKE CHANGES

8.1 Minor changes to the products. We may change the product:

- (a) to reflect changes in relevant laws and regulatory requirements; and/or
- (b) to implement minor technical adjustments and improvements, for example to address a safety or performance issue. These changes should not affect your use of the product.

9. PROVIDING THE PRODUCTS

9.1 Delivery costs. The costs of delivery will be as displayed on our website/Stores or discussed with you during the order process on the phone. For UK deliveries these costs are clearly stated in our current price list located on our 'Shipping and Return' page and also shown as part of the checkout procedure for online orders.

9.2 When we will provide the products. During the order process we will let you know when we will provide the products to you. We will deliver the products to you as soon as reasonably possible and in any event within 30 days after the day on which we accept your order provided the purchase price and delivery costs (if applicable) have been paid for in full.

9.3 We are not responsible for delays outside our control. 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.

9.4 Collection by you. If you have asked to collect the goods from our collection facility, you can collect them from us by making an appointment in advance at any time during our working hours of **9.00 am – 5.00 pm on weekdays** (excluding public holidays). Please note we require at least a 24-hour notice prior to collection. Please also note that payment/outstanding balance for your order must be settled at the time of collection by either cash or card.

9.5 If you are not at home when the product is delivered. 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.

9.6 If you do not re-arrange delivery. 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 12.2** will apply.

9.7 When you become responsible for the product. You are responsible for the product from the moment we deliver the product to the address you gave us or you collect it from ourselves.

9.8 When you own the product. You own a product once we have received payment in full.

9.9 What will happen if you do not give required information to us. We may need certain information from you so that we can supply the products to 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 (and **clause 12.2** 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.

9.10 Reasons we may suspend the supply of products to you. We may have to suspend the supply of a product to:

- (a) deal with technical problems or make minor technical changes; and/or
- (b) update the product to reflect changes in relevant laws and regulatory requirements; and/or
- (c) make changes to the product as requested by you or notified by us to you (see **clause 8**).

9.11 Your rights if we suspend the supply of products. 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 we will adjust the price so that you do not pay for products while they are suspended. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 2 weeks and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

9.12 We may also suspend supply of the products if you do not pay. If you do not pay us for the products when you are supposed to (see **clause 14.6**) 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. We will contact you to tell you we are suspending supply of the products. We will not suspend the products where you dispute the unpaid invoice (see **clause 14.8**). We will not charge you for the products during the period for which they are suspended. As well as suspending the products we can also charge you interest on your overdue payments (see **clause 14.6**).

10. YOUR RIGHTS TO END THE CONTRACT

10.1 If you have placed your order online or over the phone you can always end your contract with us. 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 13**;
- (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 10.3**;
- (c) if you have just changed your mind about the product, see **clause 10.4**. 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;
- (d) in all other cases (if we are not at fault and there is no right to change your mind), see **clause 10.6**.

10.2 If you have placed your order from our Stores you can always end the contract for supply of a product before it has been delivered and paid for. You may contact us to end your contract for a product at any time before we have delivered 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 misdescribed (see **clause 13**).

10.3 Ending the contract because of something we have done or are going to do. If you are ending the contract for a reason set out at (a) to (d) 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 error in the price or description of the product you have ordered and you do not wish to proceed; or
- (b) there is a risk that supply of the products may be significantly delayed because of events outside our control; or
- (c) 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 2 weeks; or
- (d) you have a legal right to end the contract because of something we have done wrong (including because we have delivered late).

10.4 Exercising your right to change your mind (Consumer Contracts Regulations 2013). For most products bought online or over the phone 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.

10.5 How long do I have to change my mind? How long you have depends on what you have ordered and how it is delivered.

- (a) You have 14 days after the day you (or someone you nominate) receives the goods, **unless**:
 - (i) **the 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) receive the last delivery to change your mind about the goods.

10.6 Ending the contract where we are not at fault and there is no right to change your mind. If you do not have any other rights to end the contract (see **clause 10.1 (d)**), you can still contact us before it is completed and tell us you want to end it. If you do 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.

11. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU CHANGED YOUR MIND)

11.1 Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:

- (a) **phone or email.** Call customer services on **0113 322 3140** or email us on returns@plumbingforless.co.uk. Please provide your name, home address, details of the order and, where available, your phone number and email address.
- (b) **online.** Complete the form on our website www.plumbingforless.co.uk.

11.2 Returning products after ending the contract. If you end the contract for any reason after products have been despatched to you and (because we cannot recall them) they are delivered to you, you must return them to us. You must either return the goods in person (applies to collections only), post them back to us or, if they are not suitable for posting, allow us to collect them from you. Please call customer services on **0113 3223 140** or email us at returns@plumbingforless.co.uk to arrange collection and for a return authorisation number. If you are exercising your right to change your mind under **clause 10.1 (c)**, you must send off the goods within **14 days of telling us you wish to end the contract**. The products must be returned in the same condition and packaging as when they were first received, and we reserve the right to make further deductions in accordance with our rights under clause 11.6 (a).

11.3 When we will pay the costs of return. 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 then we will pay the costs of return. In all other circumstances (including where you are exercising your right to change your mind under **clause 10.1 (c)**) you must pay the costs of return.

11.4 What we charge for collection. If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost of collection. The cost of collection is quoted on application (**minimum £20 excl. VAT**).

11.5 How we will refund you. 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.

11.6 Deductions from refunds. 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 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 detailed below:

- Late Return Restocking – **15% off total refund**;
- Outer Packaging Damage – **15% off total refund**;
- Outer and/or Inner Packaging Damage – **25% off total refund**;
- Product Damage Minor (slight marks on product) – **50% off total refund**;
- Product Damage Major (heavy damage – scratches, dints, casing damage) – **75% off total refund**;
- Product Damage Extreme (missing parts, instructions or deformation of product and components preventing product resale) – **Refund rejected**.

- (b) 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.

11.7 When your refund will be made. 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 the products are goods and we have not offered to collect them, your refund will be made **within 14 working 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 11.2**;
- (b) in all other cases, your refund will be made **within 14 working days** of your telling us you have changed your mind.

12. OUR RIGHTS TO END THE CONTRACT

12.1 We may end the contract if you break it. 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 or collect them from us.

12.2 You must compensate us if you break the contract. If we end the contract in the situations set out in **clause 12.1** we will refund any money you have paid in advance for products we have not provided but we may deduct or **charge you £50 as compensation** for the net costs we will incur as a result of your breaking the contract.

12.3 We may withdraw the product. 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.

13. IF THERE IS A PROBLEM WITH THE PRODUCT

13.1 How to tell us about problems. If you have any questions or complaints about the product, please contact us. You can telephone our customer service team on **0113 322 3140** or write to us on sales@plumbingforless.co.uk.

13.2 Summary of your legal rights. We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call **03454 04 05 06**.

If your product is **goods**, for example bicycles, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected life of your product your legal rights entitle you to the following:

- up to 30 days: if your item is faulty, then you can get a refund.
- up to six months: if your faulty item can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- up to six years: if the item can be expected to last up to six years you may be entitled to a repair or replacement, or, if that doesn't work, some of your money back.

13.3 Your obligation to return rejected products. If you wish to exercise your legal rights to reject products you must either return them in person (applies to collections only), 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 **0113 322 3140** or email us on returns@plumbingforless.co.uk to arrange collection and a returns authorisation number.

14. PRICE AND PAYMENT

14.1 Where to find the price for the product. The price of the product (which includes VAT) will be the price set out on the Website in our price list in force at the date of your order unless we have agreed another price in writing. All prices are shown in Pounds Sterling. We take all reasonable care to ensure that the price of product advised to you is correct. However, please see **clause 14.5** for what happens if we discover an error in the price of the product you order.

14.2 The price of the products is exclusive of the costs and charges of delivery of the products (if applicable).

14.3 The prices shown online are only applicable to purchases made via the Website. On occasions, the prices payable and promotions offered online may differ from those prices and promotions offered at the same time in Stores. We are under no obligation to honour any Store price or promotion that differs from those online. Similarly, the Stores are under no obligation to honour any online price or promotion that differs from the Store price. All offers are subject to availability and while stocks last unless specified in our online or offline promotional materials.

14.4 We will pass on changes in the rate of VAT. 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.

14.5 What happens if we got the price wrong. 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 in our price list, 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.

14.6 When you must pay and how you must pay. We accept payment by Visa/Visa Electron/Commercial Visa/MasterCard/ Commercial MasterCard/Maestro debit and credit cards, PayPal, cash on collection or bank transfer. We regret that we do not accept payment by cheque, AmEx or Diners Card or any other form of payment. You must pay for the products (including delivery) before we despatch them. Please ensure that the expiry date of your credit or debit card is after the anticipated despatch date of your order. Payment will be debited from your account just before the despatch of the products, and if your payment card has expired, we will be unable to take payment and fulfil your order. We will endeavour to process any payments at the time of despatch. On the rare occasion that this process is not successful, we will re-process accordingly. We will not inform you if this delay occurs. All credit and debit card holders are subject to validation checks and authorisation by the card issuer. If the issuer of your payment card refuses to authorise payment to us, we will not be liable for any delay or non-delivery.

14.7 We can charge interest if you pay late. If you do not make any payment to us or 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 2% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue daily 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.

14.8 What to do if you think an invoice is wrong. If you think an invoice is wrong, please contact us promptly to let us know and we will not charge you interest until we have resolved the issue.

15. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

15.1 We are responsible to you for foreseeable loss and damage caused by us. 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.

15.2 We are not liable for business losses. We only supply the products to Consumers 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.

16. HOW WE MAY USE YOUR PERSONAL INFORMATION

16.1 How we will use your personal information. 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 at any time by contacting us.

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

17. OTHER IMPORTANT TERMS

17.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

17.2 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

17.3 Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

17.4 If a court finds part of this contract illegal, the rest will continue in force. 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.

17.5 Even if we delay in enforcing this contract, we can still enforce it later. 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. For example, if you miss a payment and we do not chase you, but we continue to provide the products, we can still require you to make the payment at a later date.

17.6 Which laws apply to this contract and where you may bring legal proceedings. 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.

18. ALTERNATIVE DISPUTE RESOLUTION

18.1 Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider. You can submit a complaint to the Ombudsman Service via their website at www.ombudsman-services.org or the ADR Group via their website at www.consumer-dispute.co.uk or any other Alternative Dispute Resolution entity of your choice who should not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings. In addition, please note that disputes may be submitted for online resolution to the [European Commission Online Dispute Resolution platform](http://ec.europa.eu/consumers/odr/).