



Mid Devon Machinery Ltd

ONLINE GENERAL TERMS AND CONDITIONS (Business to Consumer sales)

These terms and conditions form the basis on which you can visit us and our website. Please read them carefully as they contain important information.

This site is owned and operated by Mid Devon Machinery Ltd of 4 Barkers Way, North Tawton, Devon. If you have any queries about these terms and conditions or if you have any comments or complaints on or about our website, you can contact us at: sales@middevonmachinery.co.uk or 07870 582936.

1. **The contract between us**

We must receive payment of the whole of the price for the goods that you order before your order can be accepted. Payment of the price for the goods represents an offer on your part to purchase the goods, which will be accepted by us only when the goods are dispatched. Only at this point is a legally binding contract created between us.

2. **Acknowledgement of your order**

To enable us to process your order, you will need to provide us with your e-mail address. We will notify you by e-mail as soon as possible to confirm receipt of your order and to confirm details. For the avoidance of doubt, this correspondence does not constitute a contract between us.

3. **Ownership of rights**

All rights, including copyright, in this website are owned by or licensed to Mid Devon Machinery Ltd. Any use of this website or its contents, including copying or storing it or them in whole or part, other than for your own personal, non-commercial use, is prohibited without our permission. You may not modify, distribute or repost anything on this website for any purpose.

4. **Accuracy of content**

We have taken care in the preparation of the content of this website, in particular to ensure that prices quoted are correct at the time of publishing and that all goods have been described accurately. However, orders will only be processed if there are no material errors in the description of the goods or their prices as advertised on this website. Any weights, dimensions and capacities given about the goods are approximate only.

5. **Damage to your computer**

We try to ensure that this website is free from viruses or defects. However, we cannot guarantee that your use of this website or any websites accessible through it will not cause damage to your computer. It is your responsibility to ensure that the right equipment is available to use the website. Except in the case of negligence on our part, we will not be liable to any person for any loss or damage which may arise to computer equipment as a result of using this website.

6. **Availability**

All orders are subject to acceptance and availability. If the goods you have ordered are not available from stock, we will contact you by e-mail or phone (if you have given us details). You will have the option either to wait until the item is available from stock or to cancel your order.

7. **Ordering errors**

You are able to correct errors on your order up to the point on which you click on "submit" during the ordering process.



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8. Price

The prices payable for goods that you order are as set out on our website. All prices are exclusive of VAT at the current rates and are correct at the time of entering information. Where it is not possible to accept your order to buy goods of the specification and description at the price indicated, we will advise you by email, and offer to sell you the goods of the specification and description at the price stated in the email and will state in the email the period for which the offer or the price remains valid.

9. Payment terms

We will take payment upon receipt of your order from your Paypal account or credit or debit card. We accept no liability if a delivery is delayed because you did not give us the correct payment details. If it is not possible to obtain full payment for the goods from you, then we can refuse to process your order and/or suspend any further deliveries to you. This does not affect any other rights we may have.

10. Delivery charges

Delivery charges vary according to the type of goods ordered.

11. Delivery

- 11.1 You will be required to pay extra for delivery and it might not be possible for us to deliver to some locations.
- 11.2 Please note that we are only able to deliver to addresses within the United Kingdom, but excluding the Isle of Wight, the Isle of Man, the Scottish Isles, parts of Scotland, Northern Ireland and the Channel Isles.
- 11.3 We will deliver the goods to the address you specify for delivery in your order. It is important that this address is accurate. Please be precise about where you would like the goods left if you are out when we deliver. We cannot accept any liability for any loss or damage to the goods once they have been delivered in accordance with your delivery instructions (unless this is caused by our negligence). We will aim to deliver the goods by the date quoted for delivery but delivery times are not guaranteed and therefore time is not of the essence. In any event, we will aim to deliver your goods within 30 days from the day after the day we received your order. If delivery is delayed beyond this time, we will contact you and either agree a mutually acceptable alternative date, or offer you a full refund.
- 11.4 You will become the owner of the goods you have ordered when they have been delivered to you. Once goods have been delivered to you they will be held at your own risk and we will not be liable for their loss or destruction.

12. Risk and ownership

Risk of damage to or loss of the goods passes to you at the time of delivery to you. If you choose to use your own courier then the risk passes to you as soon as the goods are handed to your courier. You will only own the goods once they have been successfully delivered.

13. Cancellation rights and returns policy

- 13.1 Under *The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 SI 2013/3134* you have the legal right to cancel your order up to 14 calendar days after the day on which you receive your goods (with the exception of any made to order items). You do not need to give us any reason for cancelling your contract nor will you have to pay any penalty.
- 13.2 Should you wish to cancel your order, you can notify us in writing by post or e-mail.
- 13.3 You cannot cancel your order if the goods you have ordered are bespoke (i.e. made to order), and you have taken it out of the sealed package in which it was delivered to you. Made to order goods are not returnable.



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- 13.4 If you have received the goods before you cancel your order, then you must send the goods back to our contact address at your own cost and risk. If you cancel your order but we have already processed the goods for delivery, you should not unpack the goods when they are received by you and you must send the goods back to us at our contact address at your own cost and risk as soon as possible.
- 13.5 Once you have notified us that you are cancelling your order, and we have either received the goods back or, if earlier, received evidence that you have sent the goods back, we will refund any sum debited by us from your Paypal account, credit or debit card within 14 calendar days. Goods returned after 14 calendar days will be subject to a 15% handling charge. After six months, no goods will be accepted for return.
- 13.6 We may make a deduction from your refund for any loss in the value of the goods supplied if the loss is the result of unnecessary handling by you (for example using or wearing the goods prior to cancellation)

14. Cancellation by us

- 14.1 We reserve the right not to process your order if:
 - 14.1.1 We have insufficient stock to deliver the goods you have ordered;
 - 14.1.2 We do not deliver to your area; or
 - 14.1.3 One or more of the goods you ordered was listed at an incorrect price due to a typographical error or an error in the pricing information received by us from our suppliers.
- 14.2 If we do not process your order for the above reasons, we will notify you by e-mail and will re-credit to your account any sum deducted by us from your Paypal account/credit/debit card as soon as possible, but in any event within 14 days.

15. If there is a problem with the goods

- 15.1 If you have any questions or complaints about the goods please contact us. You can do so by emailing sales@middevonmachinery.co.uk or telephoning 07870 582936.
- 15.2 We are under a legal duty to supply goods that are in conformity with this contract and in accordance with the Consumer Rights Act 2015 (the Act).
- 15.3 If you wish to exercise your legal rights to reject goods which do not conform with the Act you must either return them in person to where you bought them, post them back to us, or (if they are not suitable for posting) or allow us to collect them from you. We will pay the cost of postage or collection.

16. Liability

- 16.1 Unless agreed otherwise, if you do not receive goods ordered by you within 30 days of the date on which you ordered them and decide to cancel the order rather than re-arrange delivery (in accordance with clause 11), we will provide you with a full refund.
- 16.2 We are only responsible for losses that are a natural, foreseeable consequence of our breach of these terms and conditions. We do not accept liability if we are prevented or delayed from complying with our obligations set out in these terms and conditions by anything you (or anyone acting with your express or implied authority) does or fails to do, or is due to events which are beyond our reasonable control.
- 16.3 Furthermore, we do not accept liability for any losses related to any business of yours including but not limited to: lost data, lost profits, lost revenues or business interruption.
- 16.4 You must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase goods from our site. The importation or exportation of certain of our goods to you may be prohibited by certain national laws. We make no representation and accept no liability in respect of the export or import of the goods you purchase.



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16.5 Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence. You have certain rights as a consumer including legal rights (e.g. under the Act) relating to faulty and/or misdescribed goods.

17. **Notices**

Unless otherwise expressly stated in these terms and conditions, all notices from you to us must be in writing and sent to our contact address at 4 Barkers Way, North Tawton, Devon, EX20 2TP and all notices from us to you will be displayed on our website from time to time.

18. **Changes to legal notices**

We reserve the right to change these terms and conditions from time to time and you should look through them as often as possible.

19. **Law, jurisdiction and language**

This website, any content contained therein and any contract brought into being as a result of usage of this website are governed by and construed in accordance with English law. Parties to any such contract agree to submit to the exclusive jurisdiction of the courts of England and Wales. All contracts are concluded in English.

20. **Invalidity**

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

21. **Privacy**

You acknowledge and agree to be bound by the terms of our privacy policy.

22. **Third party rights**

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.