

John Strand

Terms and Conditions

INTRODUCTION

Please read these Terms and Conditions carefully before using this website.

GENERAL

In these conditions:

"Seller" means John Strand MK Ltd.

"Buyer" means the person, firm or company who places an order with the Seller for the manufacture and/or supply of any goods.

BUYING ONLINE

When the Buyer places an order on the website by selecting a product or service and following the instructions the Buyer is entering into a contract with the Seller.

The Buyer will have an opportunity to check and correct any input errors in the order up until the Buyer clicks on the 'Place order' button.

After the Buyer has submitted the order the Buyer will receive a payment receipt as an email from the Seller. (Please note that this is an acknowledgment and not an acceptance of the Buyer's order).

Acceptance of the Buyer's order and the creation of a legally binding contract between the Seller and the Buyer will only occur when the Seller sends the Buyer a second email which contains details of how the Buyer's products will be delivered. This shall be referred to as the confirmation email.

The Seller reserves the right to decline all or part of any order for whatsoever reason and should this occur the Seller will contact the buyer with these details.

It is recommended that the Buyer retain all emails relating to the order and contract. The details of the Buyer's specific contract are kept on file by the Seller.

PRICING

The price the Buyer pays for the order is the price which is displayed on the website. Delivery charges are calculated as part of the checkout process based on delivery postcode and the size of the order. The Seller reserves the right to change any services, product prices, product specifications and availability at any time.

The Seller will take payment from the Buyer's card once payment details have been entered and the 'Place order' button has been clicked, subject to card authorisation. In the event that the Seller declines the Buyer's order, the Seller will give the buyer a full refund if payment has already been taken payment for the products or services.

Deposit payments are non-refundable.

AVAILABILITY & DELIVERY

Time of delivery will not be the essence of the contract. The period quoted for delivery commences on the date the email confirmation is received by the Buyer and is an estimate. While the Seller will use all reasonable commercial endeavours to deliver the goods by the date specified, the Seller will not be liable in any way for unforeseen delays.

IMPORTANT NOTE:

- 'Delivery' is a ONE MAN, KERB-SIDE delivery only.
- Delivery times: 8am to 6pm Monday to Friday.
- It is not possible to offer timed delivery slots.
- The Seller will contact the Buyer in advance with the scheduled delivery date.
- It is the driver's responsibility to get the units to the back of the truck/kerb-side only.
- Units are very heavy and they will require at least 2 physically fit people* to safely carry them.
- It is the Buyer's responsibility to provide sufficient able bodied labour to carry goods into property or storage area.
- Failure to provide an adequate able bodied people will result in the Buyer's goods being returned and a re-delivery fee charged.
- It is strongly advised that tradesmen/fitters are not booked in until goods have been delivered and checked by the buyer. The Seller is not liable for any tradesmen/fitters' costs, consequential loss or compensation in any way.

SECURITY & PRIVACY

All credit and debit card payments that are made on the Seller's website are protected by a secure connection. This secure connection ensures that the Buyer's credit and debit card information is encrypted prior to it being transferred to the bank for authorisation.

It is the Buyer's responsibility to protect their password from being disclosed to any third party.

The personal information provided by the Buyer will be used to fulfil the order and is taken in accordance with the 1998 Data Protection Act. The Seller may contact the Buyer with products and offers which are considered to be of possible interest to the Buyer. If the Buyer does not wish to receive future mailing then details can be removed from the database on request by calling +44(0) 208 930 6006 or by e-mail request to enquiry@johnstrand-mk.co.uk. Personal details are not passed on to any third parties.

CANCELLATION OF YOUR ORDER (Not applicable to Trade customers)

In accordance with the Consumer Contracts Regulations 2013, the Buyer has the right to cancel an order for products at any time up to 14 calendar days from the date the products are received. Any cancellation must be made in writing by way of letter, fax or e-mail. Fax on +44 (0)20 930 6008, notify by email at enquiry@johnstrand-mk.co.uk or in writing to John Strand (MK) Limited, Interphone House, 12-22 Herga Road, Harrow, HA3 5AS.

The goods must be in an 'as new' condition and returned in the original, undamaged packaging, along with any accessories and free gifts received with it. Whilst the goods are in the Buyer's possession the Buyer must take reasonable care of them and not use them.

The Seller does not offer a free returns service and any additional delivery and collection charges must be paid by the Buyer

- The Buyer must arrange and pay the costs of returning the products to the Seller.
- The Seller reserves the right to make a charge not exceeding the direct costs of recovering the products in the event that the Buyer does not return the products or they are returned at the Seller's expense.
- The Seller may deduct this charge from the refund. While in the Buyer's possession, any products intended for return must be kept securely and in good condition.

The buyer will then be entitled to a refund, which will be paid in the same form originally used for the purchase as soon as possible, but in any event within 30 days.

We regret that the Seller is unable to accept cancellation of orders for goods manufactured to a bespoke design unless first agreed by the Seller in writing.

Limitations

Please note, that this cancellation policy does have some limitations:

- Does not apply to business customers.
- Goods that are made to the Buyer's own specification the order cannot be cancelled.

RETURNS POLICY

Please inspect goods before signing for them. If any products are found to be damaged, defective or missing at the time of delivery, the Buyer should notify the Seller within 3 working days from receipt of delivery.

MISSING ITEMS/ PRODUCTS

If an item is missing from the Buyer's order the Seller must be notified within seven days of delivery. The Buyer will not incur an extra delivery charge.

LOSS OR DAMAGE IN TRANSIT

Any damages or shortages must be reported to the Seller as soon as possible, within 3 working days. The delivery note must be marked 'Goods unexamined' or 'Damaged', otherwise it will be deemed that the goods are received in 'Good Condition'. The Seller will either replace or refund the Buyer for any damaged or incorrect products/components only when the goods have been received back to the Seller's warehouse – applies to UK only.

FAULTY GOODS

The Buyer must notify the Seller as soon as the fault occurs.

If a fault occurs within the manufacturers guarantee period (normally 12 months from delivery) a repair service will normally be offered to the Buyer.

The Seller shall not be liable for normal wear and tear (such as replacement of consumables), nor for defects or failure caused by maintenance, misuse, negligence or failure resulting from non-compliance with The Sellers specifications, operating or maintenance manuals.

In all cases the Seller reserves the right to inspect the product and verify the fault. The Seller does not cover faults caused by accident, neglect, misuse or normal wear and tear.

The Seller is not responsible for disposal or removal of any old/faulty products.

For all returns and after sales service, please call our Head Office on +44(0) 208 930 6006

PRODUCT ILLUSTRATIONS, SPECIFICATIONS, COLOURS & FINISHES

We make every effort to supply the Goods as advertised but reserve the right to supply the Goods subject to minor variations in specifications, where these are changed for manufacturing purpose.

Any such minor variation will not give you the right to cancel or rescind any Order or Contract made with us.

Images of Goods (including Articaad drawings) are provided for illustrative purposes only and the actual Goods you receive may differ from the image displayed in the catalogue or on our website.

If there is a particular specification or detail which is crucial to your project, please let us know beforehand.

Any samples provided may be subject to batch variation from the finished product.

ALTERATION TO DESIGN

Guarantees shall be void and not apply if the product has been subjected to misuse or alteration or repair by a party not approved by The Seller; or where the serial number on a product (if applicable) has been altered or defaced.

REFUNDS

All refunds will be credited using the original payment method.

STATUTORY RIGHTS

This returns policy does not affect your statutory rights. Further information about your rights is available from your local authority Trading Standards Department or Citizen Advice bureaus.

RISK

The risk in the goods will pass to the Buyer on delivery. In the event of the goods being later lost or destroyed by fire or burglary or due to any other mishap or accident the Buyer will be responsible to the Seller for payment.

DISCLAIMERS

The Seller promises to operate this website with reasonable skill and care and will use reasonable endeavours to correct any faults which become apparent.

The Seller does not make any promises about the availability of the website. In particular the Seller disclaims any liability in connection with any technical problems the Buyer may experience with the website which may result in interruptions to the website, or any bugs or viruses in the website or the server that makes it available.

The Seller does try to ensure that the information on the website is accurate and complete, but sometimes mistakes occur and the Seller therefore will not accept any liability which may arise as a result of any such errors or incomplete information.

The Seller will not be liable for any damage caused by circumstance beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authority, rain, fire, flood, accidents, earthquake(s), strikes or labour shortages, transportation facilities shortages or failures of equipment, or failures of the Internet.

AMENDMENTS OF THE TERMS AND CONDITIONS

The Seller reserves the right to amend these Terms and Conditions without notice to the Buyer from time to time. Any such amendment shall be effective once the revised terms have been posted on the website.

EXPORT

All the above terms apply to any order to be delivered outside the United Kingdom. For deliveries outside the UK, The Seller will charge the Buyer the cost of delivery to port. The Buyer may be liable for local import duties, taxes and/or customs fees, which are charged by their government. The Seller has no control over these charges and cannot predict what they may be. If in doubt, the Buyer should contact their local customs office. The Buyer is considered to be the importer of record and must comply with all laws and regulations of the country into which the goods are received.

COMPANY DETAILS

John Strand (MK) Limited

Registered office 12-22 Herga Road, Harrow, HA3 5AS

Registered England & Wales No: 3391732

VAT Registration No. GB 701 6037 79