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Agreed terms

1. These terms

1.1 **What these terms cover.** These are the terms and conditions on which we supply Goods to you through our website. You should print a copy of these Terms for your future reference. Please note that our Website Terms of Use and Cookies Policy also apply to your general access and use of our website, and our Privacy Policy applies to our use of your personal information.

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 Goods 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 please contact us to discuss.

2. Information about us and how to contact us

2.1 **Who we are.** We are Mick George Limited a company registered in England and Wales. Our company registration number is 02417831 and our registered office is at 6 Lancaster Way, Ermine Business Park, Huntingdon, Cambridgeshire, PE29 6XU. Our registered VAT number is 550632953.



- 2.2 **How to contact us.** You can contact us by telephoning our customer service team at 0800 587 3329 or by writing to us at sales@mickgeorge.co.uk or Mick George Limited, 6 Lancaster Way Ermine Business Park, Huntingdon, Cambridgeshire PE29 6XU.
- 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.** Your order will be automatically accepted when we dispatch your Goods, unless we reject your order (see below) and provided that we've received payment in full for the Goods and any related delivery charges. The contract between us is formed at the time we dispatch your Goods
- 3.2 **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 Goods. This might be because the Goods are out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements, because we have identified an error in the price or description of the Goods or because we are unable to meet a delivery deadline you have specified.
- 3.3 **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.
- 3.4 **We only sell to the UK.** Our website is solely for the promotion of our Goods in the UK. Unfortunately, we do not accept orders from addresses outside the UK.
4. **Our Goods**
- 4.1 **Goods may vary slightly from their pictures.** The images of the Goods 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 Goods. Your Goods may vary slightly from those images.
- 4.2 **Goods packaging may vary.** The packaging of the Goods may vary from that shown in images on our website.



5. Your rights to make changes

If you wish to make a change to the Goods 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 Goods, 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 7- Your rights to end the contract).

6. Providing the Goods

6.1 **Delivery costs.** The costs of delivery will be as displayed to you on our website.

6.2 **When we will provide the Goods.** During the order process you will select the day when we will provide the Goods to you. We will use our best commercial endeavours to deliver the Goods to you on that day you select.

If you purchase **Services** (such as delivery) from us, we will begin the on the date agreed with you during the order process. The estimated completion date for the Services is as told to you during the order process.

6.3 **Who the order will be fulfilled by.** Depending on the Goods you order, your order may be fulfilled (delivered) by Mick George Limited itself or by one of our selected partners (who are included in references to 'we' and 'us' for the purposes of this clause 6). In any event, it will be made clear on delivery that your order was placed with Mick George Limited.

6.4 **We are not responsible for delays outside our control.** If our supply of the Goods 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 Goods you have paid for but not received.

6.5 **If you are not at home when the Good is delivered.** If no one is available at your address to take delivery and the Goods cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange delivery or collect the Goods from a local depot.

6.6 **If you do not re-arrange delivery.** If you do not collect the Goods 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 9.2 will apply.

- 6.7 **If you do not allow us access to provide Services.** If you do not allow us access to your property to perform the Services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 9.2 will apply.
- 6.8 **Your legal rights if we deliver goods late.** You have legal rights if we deliver any Goods late. If we miss the delivery deadline for any Goods then you may treat the contract as at an end straight away if any of the following apply:
- 6.8.1 we have refused to deliver the Goods;
- 6.8.2 delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
- 6.8.3 you told us before we accepted your order that delivery within the delivery deadline was essential.
- 6.9 **Setting a new deadline for delivery.** If you do not wish to treat the contract as at an end straight away, or do not have the right to do so under *clause 6.8*, you can give us a new deadline for delivery, which must be reasonable, and you can treat the contract as at an end if we do not meet the new deadline.
- 6.10 **Ending the contract for late delivery.** If you do choose to treat the contract as at an end for late delivery under *clause 6.8* or *clause 6.9*, you can cancel your order for any of the Goods or reject Goods that have been delivered. If you wish, you can reject or cancel the order for some of those Goods (not all of them), unless splitting them up would significantly reduce their value. After that we will refund any sums you have paid to us for the cancelled Goods and their delivery. If the Goods have been delivered to you, you must either 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 0800 587 3329 or email us at sales@mickgeorge.co.uk for a return label or to arrange collection
- 6.11 **When you become responsible for the Goods.** Goods will be your responsibility from the time we deliver the Goods to the address you gave us.
- 6.12 **When you own Goods.** You own a Good once we have received payment in full and the Good has been delivered to the address you gave us.



- 6.13 **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 Goods to you, for example, your address and any specific instructions for accessing the delivery address. If so, this will have been stated in the description of the Goods 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 9.2 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 Goods 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.
- 6.14 **Reasons we may suspend the supply of Goods to you.** We may have to suspend the supply of a Good to:
- 6.14.1 deal with technical problems or make minor technical changes;
 - 6.14.2 update the Goods to reflect changes in relevant laws and regulatory requirements;
 - 6.14.3 make changes to the Goods as requested by you or notified by us to you.
- 6.15 **Your rights if we suspend the supply of Goods.** We will contact you in advance to tell you we will be suspending supply of the Goods, unless the problem is urgent or an emergency. If we have to suspend the Goods we will adjust the price so that you do not pay for Goods while they are suspended. You may contact us to end the contract for Goods if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 7 days and we will refund any sums you have paid in advance for the Goods in respect of the period after you end the contract.
- 6.16 **We may also suspend supply of the Goods if you do not pay.** If you do not pay us for the Goods when you are supposed to (see clause 11.4) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the Goods until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the Goods. We will not suspend the Goods where you dispute the unpaid invoice. We will not charge you for the Goods during the period for which they are suspended.
7. **Your rights to end the contract**
- 7.1 **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:



- 7.1.1 **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the Goods repaired or replaced or a service re-performed or to get some or all of your money back), **see clause 10**;
- 7.1.2 **If you want to end the contract because of something we have done or have told you we are going to do, see clause 7.2**;
- 7.1.3 **If you have just changed your mind about the Goods, see clause 7.3**. 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;
- 7.1.4 **In all other cases (if we are not at fault and there is no right to change your mind), see clause 7.6**.
- 7.2 **Ending the contract because of something we have done or are going to do**. 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 Goods which have not been provided and you may also be entitled to compensation. The reasons are:
- 7.2.1 we have told you about an upcoming change to the Goods or these terms which you do not agree to;
- 7.2.2 we have told you about an error in the price or description of the Goods you have ordered and you do not wish to proceed;
- 7.2.3 there is a risk that supply of the Goods may be significantly delayed because of events outside our control;
- 7.2.4 we have suspended supply of the Goods for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 7 days; or
- 7.2.5 you have a legal right to end the contract because of something we have done wrong (including because we have delivered late (see *clause 6.8*).
- 7.3 **Exercising your right to change your mind (Consumer Contracts Regulations 2013)**. For most Goods 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.
- 7.4 **When you don't have the right to change your mind**. You do not have a right to change your mind in respect of:



- 7.4.1 Products that are made, adapted or otherwise produced to your specification or order or are in some way personalised to or by you;
- 7.4.2 Goods sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;
- 7.4.3 any Goods which become mixed inseparably with other items after their delivery;
- 7.4.4 Services, once these have been completed, even if the cancellation period is still running.
- 7.5 **How long do I have to change my mind?** How long you have depends on what you have ordered and how it is delivered.
- 7.5.1 If you have bought **Goods**, so you have 14 days after the day you (or someone you nominate) receives the goods, **unless**:
- 7.5.1.1 **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 to change your mind about the Goods.
- 7.5.1.2 **Your Goods are for regular delivery over a set period (for example).** In this case you have until 14 days after the day you (or someone you nominate) receives the first delivery of the Goods.
- 7.5.2 If you have bought **Services** (for example, delivery from us) you have 14 days after the day we email you to confirm we accept your order. However, once we have completed the Services you cannot change your mind, even if the period is still running. If you cancel after we have started the Services, you must pay us for the Services provided up until the time you tell us that you have changed your mind.
- 7.6 **Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind (see clause 7.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for Goods is completed when the Goods are delivered and paid for. A contract for Services is completed when we have finished providing the Services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for Goods 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.



- 8. How to end the contract with us (including if you have changed your mind)**
- 8.1 Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:
- 8.1.1 Phone or email.** Call customer services on 0800 587 3329 or email us at sales@mickgeorge.co.uk. Please provide your name, home address, details of the order and, where available, your phone number and email address.
- 8.1.2 Online.** Complete the Enquiry Form (found at <https://www.mickgeorge.co.uk/contact-us/>) on our website.
- 8.1.3 By post.** Write to us at 6 Lancaster Way, Ermine Business Park, Huntingdon, Cambridgeshire, PE29 6XU and include details of what you bought, when you ordered or received it and your name and address, quoting an order number if possible.
- 8.2 Returning Goods after ending the contract.** If you end the contract for any reason after Goods have been dispatched to you or you have received them, you must return them to us. You must either post them back to us at 6 Lancaster Way, Ermine Business Park, Huntingdon, Cambridgeshire, PE29 6XU or (if they are not suitable for posting) allow us to collect them from you. Please call customer services on 0800 587 3329 or email us at sales@mickgeorge.co.uk to arrange collection. 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.
- 8.3 When we will pay the costs of return.** We will pay the costs of return:
- 8.3.1** if the Goods are faulty or misdescribed;
- 8.3.2** if you are ending the contract because we have told you of an upcoming change to the Goods 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; or
- 8.3.3** if you are exercising your right to change your mind.
- In all other circumstances you must pay the costs of return.
- 8.4 What we charge for collection.** If you are responsible for the costs of return and we are collecting the Goods from you, we will charge you the direct cost to us of collection. Such costs will vary significantly between various Goods but you will be advised of the costs of collection before the Goods are collected.



- 8.5 **How we will refund you.** We will refund you the price you paid for the Goods (including delivery costs as applicable), by the method you used for payment. However, we may make deductions from the price, as described below.
- 8.6 **Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind:
- 8.6.1 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.
- 8.6.2 The 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 Goods within 3-5 days at one cost but you choose to have the Goods delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.
- 8.6.3 Where a Service is supplied, we may deduct from any refund an amount for the supply of the Service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.
- 8.7 **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:
- 8.7.1 If we have not offered to collect your Goods, your refund will be made within 14 days from the day on which we receive the Goods back from you or, if earlier, the day on which you provide us with evidence that you have sent the Goods back to us. For information about how to return Goods to us, see clause 9.2.
- 8.7.2 In all other cases, your refund will be made within 14 days of your telling us you have changed your mind
9. **Our rights to end the contract**
- 9.1 **We may end the contract if you break it.** We may end the contract for Goods at any time by writing to you if:
- 9.1.1 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;



- 9.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Goods, for example, your address; or
- 9.1.3 you do not, within a reasonable time, allow us to deliver the Goods to you or collect them from us.
- 9.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for Goods we have not provided but we may deduct reasonable compensation for the net costs we will incur as a result of your breaking the contract.
- 9.3 **We may withdraw the Good.** We may write to you to let you know that we are going to stop providing the Goods. We will let you know at least 14 days in advance of our stopping the supply of the Goods and will refund any sums you have paid in advance for Goods which will not be provided.
- 10. If there is a problem with the Goods**
- 10.1 **How to tell us about problems.** If you have any questions or complaints about the Goods, please contact us. You can telephone our customer service team at 0800 587 3329 or write to us at 6 Lancaster Way, Ermine Business Park, Huntingdon, Cambridgeshire, PE29 6XU.
- 10.2 **Summary of your legal rights.** We are under a legal duty to supply Goods that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the Goods. Nothing in these terms will affect your statutory 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.

The Consumer Rights Act 2015 says Goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your Goods your legal rights entitle you to the following:

- up to 30 days: if your Goods are faulty, then you can get an immediate refund.
- up to six months: if your Goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- up to six years: if your Goods do not last a reasonable length of time you may be



entitled to some money back.

See also Exercising your right to change your mind (Consumer Contracts Regulations 2013).

If you have bought **Services**, the Consumer Rights Act 2015 says:

- you can ask us to repeat or fix a Service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- if you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- if you haven't agreed a time beforehand, it must be carried out within a reasonable time.

10.3 **Your obligation to return rejected Goods.** If you wish to exercise your legal rights to reject Goods you must either 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 0800 587 3329 or email us at sales@mickgeorge.co.uk for a return label or to arrange collection.

11. Price and payment

11.1 **Where to find the price for the Goods.** The price of the Goods (which includes VAT) will be the price indicated on the order pages when you placed your order. We use our best efforts to ensure that the price of the Goods advised to you is correct. However please see clause 11.3 for what happens if we discover an error in the price of the Goods you order.

11.2 **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 Goods, we will adjust the rate of VAT that you pay, unless you have already paid for the Goods in full before the change in the rate of VAT takes effect.

11.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the Goods we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the Good'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 Good'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. If we accept and process your order where a pricing error is obvious and unmistakable 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.



11.4 **When you must pay and how you must pay.** We accept payment with Visa and Mastercard credit cards, and Maestro, Delta and Visa Electron debit cards. You can only pay for Goods ordered through our website by debit or credit card. We'll take payment for your order, including delivery charges, from your debit or credit card at the time you place your order. However, this doesn't mean that your order has been accepted and if we reject your order for any reason (see above), or we can't supply the Goods you've ordered, we'll credit your payment card with a full refund.

12. **Our responsibility for loss or damage suffered by you**

12.1 **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.

12.2 **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 Goods as summarised at clause 10.2; and for defective Goods under the Consumer Protection Act 1987

12.3 **When we are liable for damage to your property.** If we are providing Services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the Services.

12.4 **We are not liable for business losses.** We only supply the Goods for domestic and private use. If you use the Goods 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.

13. **How we may use your personal information**

13.1 **How we will use your personal information.** We will use the personal information you provide to us:

13.1.1 to supply the Goods to you;

13.1.2 to process your payment for the Goods; and



- 13.1.3 if you agreed to this during the order process, to give you information about similar Goods that we provide, but you may stop receiving this at any time by contacting us.
- 13.2 **We may pass your personal information to credit reference agencies.** Where we extend credit to you for the Goods we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.
- 13.3 **We will only give your personal information to other third parties where the law either requires or allows us to do so.**
14. **Other important terms**
- 14.1 **We may transfer this Agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 14 days of us telling you about it and we will refund you any payments you have made in advance for Goods not provided.
- 14.2 **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.
- 14.3 **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. 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.
- 14.4 **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.
- 14.5 **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 Goods, we can still require you to make the payment at a later date.
- 14.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by the law of England and Wales and you can bring legal proceedings in respect of the Goods in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Goods in either the Scottish or the English courts. If you live in Northern



Ireland you can bring legal proceedings in respect of the Goods in either the Northern Irish or the English courts.

**Schedule 1
Model Cancellation Form**

(Complete and return this form only if you wish to withdraw from the contract)

To Mick George Limited

6 Lancaster Way
Ermine Business Park
Huntingdon
Cambridgeshire
PE29 6XU

EMAIL: sales@mickgeorge.co.uk

I/We [] hereby give notice that I/We cancel my/our contract of sale of the following goods/for the supply of the following service,

[]

[]

[]

Ordered on/received on,

[]

Name of consumer(s),

[]

Address of consumer(s),

[]

Signature of consumer(s) (only if this form is notified on paper),

[]

Date []

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