

## OUR TERMS AND CONDITIONS APPLICABLE TO CONSUMERS ONLY

### 1. THESE TERMS

**1.1 What these terms cover.** These are the terms and conditions on which we supply products to you.

**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 please contact us to discuss.

### 2. INFORMATION ABOUT US AND HOW TO CONTACT US

**2.1 Who we are.** We are Fort Merchanting Limited a company registered in England and Wales. Our company registration number is 10623748 and our registered office is at Manufactory House, Bell Lane, Hertford, Hertfordshire, SG14 1BP. Our registered VAT number is 324 0573 30.

**2.2 How to contact us.** You can contact us by telephoning our customer service team at 01488 505800 or by writing to us at office@fort-m.com and Manufactory House, Bell Lane, Hertford, Hertfordshire, SG14 1BP. Please note that all calls are monitored for training and monitoring purposes.

**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.** Our acceptance of your order will take place when we write to you to accept it or when we confirm in a call that we accept it, at which point a contract will come into existence between you and us. Where an order is placed by telephone we reserve the right to record the telephone call for training and monitoring purposes.

**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 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 Your order number.** We will assign an order number to your order and inform 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 This contract is divisible.** Each delivery made hereunder:

(a) shall be deemed to arise from a separate contract; and  
(b) shall be invoiced separately and any invoice for a delivery shall be payable in full in accordance with the terms of payment provided for herein without reference to and notwithstanding any defect of default in the delivery of any other instalment.

### 4. OUR PRODUCTS

**4.1 Products may vary slightly from their pictures.** The images of the products in our brochure and on our website are for illustrative purposes only. Although we have made every effort to ensure the colours are accurately represented there may be minor variations and 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.

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

**4.3 Making sure your measurements are accurate.** 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](#), Your rights to end the contract).

### 6. OUR RIGHTS TO MAKE CHANGES

**6.1 Minor changes to the products.** 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 should not affect your use of the product.

**6.2 More significant changes to the products and these terms.** In addition, as we informed you in the description of the product in our brochure and on our website, we may make the following changes to these terms or the product, 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:

(a) substitute the product described in our brochure for another product which is materially similar to the one advertised in features and specification (although may have aesthetic differences).

## 7. PROVIDING THE PRODUCTS

**7.1 Delivery costs.** The costs of delivery will be as notified to you when you place your order.

**7.2 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.

**7.3 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.

**7.4 Collection by you.** If you have asked to collect the products from our premises, you can collect them from us at any time during our working hours (available on our website).

**7.5 If you are not at home when the product is delivered.** If no one is available at your address to take delivery and the products cannot be delivered in your absence we will contact you to rearrange delivery which may incur a further charge. Where we have previously agreed a delivery date and time (as applicable) with you and you are not available at that time, we agree to wait for 15 minutes after which we reserve the right to charge you an additional fee for any further time spent waiting.

**7.6 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 10.2](#) will apply.

**7.7 When you become responsible for the products.** Products will be your responsibility from the time we deliver the product to the kerbside outside the delivery address you gave us or you or a carrier organised by you collect it from us. Where we agree to deliver the products to a place that is beyond the kerbside (for example up to or inside a property), you agree that such delivery is at your risk and we shall not be responsible for any damage to property caused by that delivery. You shall be responsible for any damage we cause in making that delivery and you shall reimburse us for any claims we receive from third parties in connection with any such damage. We reserve the right to take photographs of delivery as evidence that delivery has been completed.

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

**7.9 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 notified to you before you placed your order. 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 10.2](#) 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.

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

(a) update the product to reflect changes in relevant laws and regulatory requirements;

(b) make changes to the product as requested by you or notified by us to you (see [Clause 6](#)).

**7.11 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 three months and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

**7.12 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 12.4](#)) and you still do not make payment within 30 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 12.6](#)). 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 12.5](#)).

## 8. CHANGING YOUR MIND

**8.1 Your legal right to change your mind.** For most of our products bought online or over the phone, you have a legal right to change your mind about your purchase and receive a refund of what you paid for it, including the delivery costs. This is subject to some conditions, as set out below.

**8.2 The deadline for changing your mind.** If you change your mind about a product you must let us know no later than 14 days after the day we deliver it. If your purchase is split into several deliveries over different days, the period runs from the day after the last delivery.

**8.3** You have to return the product at your own cost. You have to return your product to us within 14 days of your telling us you have changed your mind. Returns are at your own cost You can:

- bring the product to our premises. You will need your email receipt and the card you paid with.
- send the product back to us, using an established delivery service. If you do this you should keep a receipt or other evidence from the delivery service that proves you have sent it and when you sent it. If you don't do this and we don't receive the goods at all or within a reasonable time we won't refund you the price. For help with returns, including our collection arrangements for products which can't be posted, please contact our Customer Service Team on 01488 505 800.

**8.4 We only refund standard delivery costs.** We don't refund any extra you have paid for express delivery or delivery at a particular time.

**8.5 We reduce your refund if you have used or damaged a product.** If you handle the product in a way which would not be acceptable in-store, we reduce your refund, to compensate us for its reduced value. For example, we reduce your refund if the product's condition is not "as new", price tags have been removed, the product-branded packaging is damaged or accessories are missing. In some cases, because of the way you have treated the product, no refund may be due.

**8.6 When and how we refund you.** If you tell us you've changed your mind about a product that hasn't been delivered or one that we're collecting from you, we refund you as soon as possible and within 14 days. If you're sending your product back to us, we refund you within 14 days of receiving it (or receiving evidence you've sent it to us). We refund you by the method you used for payment. We don't charge a fee for the refund.

**8.7 WHEN YOU CAN'T CHANGE YOUR MIND.** You can't change your mind about an order for:

- goods which are bespoke or custom made specifically to suit your requirements or a certain specification; and
- goods which become mixed inseparably with other items after their delivery.

**8.8 How to let us know.** To let us know you want to change your mind, contact our Customer Service Team on 01488 505800 or email us at [office@fort-m.com](mailto:office@fort-m.com) or fill in the cancellation form at the end of these terms and email it or post it to us at The Longhouse, Lambourn Woodlands, Membury, West Berkshire, RG17 7TJ,

## 9. YOUR RIGHTS TO END THE CONTRACT

**9.1 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:

**(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) In all other cases (if we are not at fault),** see [Clause 8.4](#).

**8.2 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 (d) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

**(a)** we have told you about an upcoming change to the product or these terms which you do not agree to (see [Clause 6.2](#));

**(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; or

(d) you have a legal right to end the contract because of something we have done wrong.

**8.3 When you don't have the right to cancel the contract.** You do not have a right to cancel the contract in respect of:

(a) any orders for goods which are bespoke or custom made specifically to suit your requirements or a certain specification.

(b) any products which become mixed inseparably with other items after their delivery.

**8.4 Ending the contract where we are not at fault.** Even if we are not at fault (see [Clause 8.1](#)), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for the sale of products is completed when the product is delivered. 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 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. This does not apply in the case of special orders.

## 9. HOW TO END THE CONTRACT WITH US

**9.1 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 01488 505800 or email us at [office@fort-m.com](mailto:office@fort-m.com). Please provide your name, home address, details of the order and, where available, your phone number and email address.

(b) **By post.** Write to us at The Longhouse, Lambourn Woodlands, Membury, West Berkshire, RG17 7TJ, including details of what you bought, when you ordered or received it and your name and address.

**9.2 Returning products after ending the contract.** 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 products in person to where you bought them, 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 01488 505800 or email us at [office@fort-m.com](mailto:office@fort-m.com) for a return label or to arrange collection.

**9.3 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

In all other circumstances you must pay the costs of return.

**9.4 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 to us of collection. The costs of collection will be the same as our charges for standard delivery.

**9.5 How we will refund you.** We will refund you the price you paid for the products excluding delivery costs, by the method you used for payment. However, we may make a deduction for the costs of return, unless we are responsible for the costs of return.

**9.6 When your refund will be made.** We will make any refunds due to you as soon as possible after we receive the product back from you.

## 10. OUR RIGHTS TO END THE CONTRACT

**10.1 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 when it is due and you still do not make payment within 14 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; and

(c) you do not, within a reasonable time, allow us to deliver the products to you or collect them from us.

**10.2 You must compensate us if you break the contract.** 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 withdraw the product.** We may write to you to let you know that we are going to stop providing the product. We will refund any sums you have paid in advance for products which will not be provided.

**10.4 We may not be able to source the goods.** Where we are unable to source the goods that you have ordered we reserve the right to cancel the order. In this case you will be refunded any sums you have paid in advance for the products which will not be provided.

## 11. IF THERE IS A PROBLEM WITH THE PRODUCT

**11.1 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 at 01488 505800 or write to us at office@fort-m.com and The Longhouse, Lambourn Woodlands, Membury, West Berkshire, RG17 7TJ.

**11.2 Summary of your legal rights.** We are under a legal duty to supply products that are in conformity with this contract.

**11.3 Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them or allow us to collect them from you. Please call customer services on 01488 505800 or email or write to us at office@fort-m.com or The Longhouse, Lambourn Woodlands, Membury, West Berkshire, RG17 7TJ to arrange collection.

## 12. PRICE AND PAYMENT

**12.1 Where to find the price for the product.** The price of the product (which includes VAT) will be the price on your order form. 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 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.

**12.3 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 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.

**12.4 When you must pay and how you must pay.** We accept payment with Mastercard and Visa, as well as by bank transfer or cash. You must pay for the products before we dispatch them. We will not charge your credit or debit card until we dispatch the products to you.

**12.5 We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4 % a year above the base lending rate of Barclays plc from time to time. This interest shall accrue on a daily basis 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.

**12.6 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. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

## 13. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

**13.1 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.

**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](#) and for defective products under the Consumer Protection Act 1987.

**13.3 We are not liable for business losses.** We only supply the products 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.

## 14. HOW WE MAY USE YOUR PERSONAL INFORMATION

**14.1 How we will use your personal information.** We will only use your personal information as set out in our Privacy Policy. You can find our Privacy Policy on our website.

## 15. OTHER IMPORTANT TERMS

**15.1 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.

**15.2 You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

**15.3 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, 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 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.

**15.5 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.

**15.6 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.