



## TERMS AND CONDITIONS

This page (together with any documents referred to on it) tells you the terms and conditions (**Conditions**) on which we supply any of the goods (**Goods**) which are available through our website [www.shelvingmegastore.com](http://www.shelvingmegastore.com) (**our site**) to you.

**You may only order Goods from our site if you are contracting with us as a business customer and not as a consumer. You will be deemed to be a business customer if you are purchasing Goods from us for the purposes of your business, trade or profession, rather than for private use.**

These Conditions, together with our Privacy Policy, shall govern any contract for the supply of Goods which are available through our site which is made at a distance between us and any business customer (**you, your**) by any method, including but not limited to telephone, email and fax and also via our site. You must tick the checkbox if you wish to be able to order Goods from our site.

It is important to read and understand these Conditions before placing your order.

### **1. INFORMATION ABOUT US**

[www.shelvingmegastore.com](http://www.shelvingmegastore.com) is a site owned and operated by South West Shopfittings Limited T/A Shelving Megastore (**we, us, our**). We are registered in England and Wales under company number 06182927 with our registered office at Ensign House, Parkway Court, Longbridge Road, Plymouth, PL6 8LR, United Kingdom and main trading address at Units 1 and 17, Gallows Park Works, Millbrook, Torpoint, Cornwall PL11 3AX, United Kingdom.

### **2. SERVICE AVAILABILITY**

Whilst we endeavour to ensure that our site is available 24 hours a day for 7 days per week, we shall not be liable if for any reason our site is unavailable at any time or for any period. Password security is your responsibility, as is your compliance with local laws if you access our site from outside the United Kingdom.

### **3. YOUR STATUS**

By placing an order through our site, you warrant that:

- (a) you are legally capable of entering into binding contracts; and
- (b) you are at least 18 years old.

### **4. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US**

- 4.1 After placing an order, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy Goods. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that the Goods have been dispatched (the **Dispatch Confirmation**). The contract between us (**Contract**) will only be formed when we send you the Dispatch Confirmation.

- 4.2 We reserve the right to correct any typographical or clerical error or omission in any sales literature, price list, quotation, Dispatch Confirmation, specification, invoice or other document or information issued by us, without any liability on our part.
- 4.3 Information contained in catalogues, brochures, our site or in any other publicity material is only an approximation for which we shall not be liable and may be varied or amended by us at any time without notice. Photographs and images of the Goods may not be an accurate representation of the Goods. Any advice provided by us shall be provided without liability to you.
- 4.4 Material finishes and product colours shown on our site are for illustrative purposes only and can vary when viewed on differing computer equipment. For this reason, we cannot guarantee that your computer monitor will accurately reflect the true colour and finish of the Goods. Exact colour matches cannot in any event be guaranteed due to natural colour variations existing between batches and the products of different manufacturers.
- 4.5 These Conditions will be incorporated in the Contract to the exclusion of all other terms and conditions.
- 4.6 No variation or waiver of these Conditions or of the Contract shall be binding upon us unless the same has been agreed by us in writing and signed by our authorised representative.
- 4.7 Where you wish to purchase customised Goods from us, the following procedure shall apply:
- (a) after receipt of your order we will liaise with you and produce specific designs for approval by you;
  - (b) you must approve the designs in writing, thereby confirming that you have checked all the information and specifications to confirm they are correct and satisfactory and conform to all material, structural and legal requirements; and
  - (c) once approved, the designs cannot be altered and the Goods will be deemed to have been manufactured in accordance with the designs. Any alteration will require a new order from you.
- 4.8 All patterns, drawings, designs, samples and specifications submitted by you (and all intellectual property rights in the same) shall, unless otherwise agreed in writing, vest absolutely in us.
- 4.9 You shall be responsible, prior to placing your order for Goods, for ensuring compliance with all statutory requirements and third party rights and for obtaining all relevant planning and building control approvals in connection with the siting, erection and installation of the Goods and you shall indemnify and hold us harmless against any consequences of any breach by you of this clause 4.9.

## **5. AVAILABILITY AND DELIVERY**

- 5.1 All Goods are offered by us subject to availability and we reserve the right to cancel any order placed by you or to supply you with alternative similar goods if we have insufficient stock to deliver the Goods you have ordered.
- 5.2 Your order will be fulfilled by the delivery date set out in the Dispatch Confirmation or, if no delivery date is specified, then within a reasonable time of the date of the Dispatch Confirmation.
- 5.3 All delivery dates are given by way of estimate only and in no circumstances shall we be liable for any delay in effecting delivery or for consequential loss arising to you or third parties as a result thereof and you shall not be entitled to cancel an order, reject the Goods nor withhold payment by reason of our failure to meet any delivery date.
- 5.4 All UK deliveries will be made by a reputable courier company and will be charged at the rates set out in our site at the time of purchase.
- 5.5 Non-UK delivery options will be quoted to you when you place your order. Our Export Department will advise you regarding any special delivery terms applicable to deliveries outside the United Kingdom.
- 5.6 All Goods are delivered on a kerbside delivery service. The Goods will need to be offloaded by you and you will be responsible for arranging for sufficient manpower and such other facilities as may be required to complete offloading of the Goods.

- 5.7 If you fail or are unable to accept delivery of the Goods, or if we are unable to deliver the Goods to you because of any access restrictions or because you have not provided appropriate instructions, then you will be liable for redelivery charges and you may also be liable for storage charges.
- 5.8 If specialist vehicles or delivery arrangements are required for any reason, you must notify us at the time that your order is placed, so that any additional costs can be calculated. If you do not inform us of any special requirements at the time stipulated in this clause 5.8, then all additional costs will be required to be paid prior to delivery.
- 5.9 We reserve the right to delay or suspend delivery, without liability to you, if you fail to observe the payment terms in these Conditions, or if you fail to supply relevant technical and commercial information and documents or information required to us in time to meet the delivery date, or fail to obtain any required official or third party consents necessary for execution of delivery.
- 5.10 Carrier freight and insurance will be at your cost.
- 5.11 You must inspect the Goods upon delivery and sign an acceptance or delivery note, endorsing thereon a full note of any shortage, damage or defect, or failure to conform to specification. Such signature shall be conclusive evidence that the Goods are of the correct quantity and type and are free from reasonably apparent defects and damage, except for those which may be set out in such endorsement.

## **6. RETURNS**

- 6.1 If you wish to make a claim in respect of any defect or shortcoming in the Goods supplied that was not apparent on receipt thereof by you, you must notify us in writing within 24 hours after delivery of the Goods. The right to make any such claim will lapse automatically upon the expiry of such period. Slight deviations in colour, dimensions or weight, or minor surface imperfections, shall under no circumstances be the subject of any claim. Customised Goods and Goods which are joinery products cannot be accepted for return.
- 6.2 All Goods must be returned to us in a condition fit for resale before replacement will be considered. A Goods Return number must first be obtained from us before any Goods may be returned.
- 6.3 Where we accept liability in respect of a claim for return of the Goods, our only obligation shall be, at our option, to make good any shortage in or non-delivery of any Goods and/or as appropriate, to repair or replace any Goods found to be damaged or defective or to have failed to conform to specification and/or to credit the cost of such Goods in your favour.
- 6.4 Where we accept liability in respect of a claim for return of the Goods, you shall pay a handling and restocking charge to cover administration and inspection charges involved in inspecting the Goods back to stock. This charge will be subject to variation without notice, but is currently 25 % of the contract price of the Goods, in addition to any delivery or collection costs.

## **7. RISK AND TITLE**

- 7.1 The Goods will be at your risk from the time of delivery.
- 7.2 Ownership of the Goods will only pass to you when we receive full payment of:
- (a) all sums due in respect of the Goods, including any applicable carriage charges; and
  - (b) all other sums which are or which become due to us from you on any account.
- 7.3 Until ownership of the Goods has passed to you, you must:
- (a) store the Goods (at no cost to us) separately from all your other goods and any goods of any third party in such a way that they remain identifiable as our property;
  - (b) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods, maintain the Goods in satisfactory condition and keep them insured on our behalf for the full price of the Goods against all risks to our reasonable satisfaction. On request you shall produce the policy of insurance to us; and
  - (c) hold the proceeds of the insurance referred to in sub-clause (b) on trust for us and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.

- 7.4 Your right to possession of the Goods shall terminate immediately, if:
- (a) you convene a meeting of creditors (whether formal or informal), or enter into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or have a receiver and/or manager, administrator or administrative receiver appointed over your undertaking or any part thereof, or a resolution is passed or a petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency; or
  - (b) you suffer or allow any execution, whether legal or equitable, to be levied on your property or be obtained against you or you are unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986, or you cease to trade, or you encumber or in any other way charge the Goods.

- 7.5 If:
- (a) you are late in paying for the Goods; or
  - (b) you are late in paying for any other goods supplied by us; or if
  - (c) before title to the Goods passes to you, you become subject to any of the events listed in clause 7.4 (a) or (b), or we reasonably believe that any such event is about to happen and notify you accordingly, then:

without limiting any other right or remedy we may have, we may at any time require you to deliver up the Goods and, if you fail to do so promptly, we may (during normal business hours and with or without vehicles) enter any premises of yours or of any third party where the Goods are stored or kept in order to recover them, at your cost. You shall not keep the Goods at any premises other than such premises as shall be specified in writing by you to us prior to the dispatch of Goods to you, or at any premises at which you do not have the right to grant access to us.

## **8. PRICE AND PAYMENT**

- 8.1 The price of the Goods will be as quoted on our site from time to time (except in cases of obvious error).
- 8.2 All prices are supply only and do not include installation.
- 8.3 All prices exclude VAT and delivery charges, which will be added to the total amount due.
- 8.4 If you purchase Goods from outside the United Kingdom, currency fluctuations and credit card charges may make a difference to the amount billed to your credit or debit card.
- 8.5 Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Dispatch Confirmation.
- 8.6 Our site contains a large number of Goods and it is always possible that, despite our best efforts, some of the Goods listed on our site may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where the correct price of the Goods is less than our stated price we will charge the lower amount when dispatching the Goods to you. If the correct price of the Goods is higher than the price stated on our site, we will normally, at our discretion, either contact you for instructions before dispatching the Goods, or reject your order and notify you of such rejection.
- 8.7 We are under no obligation to provide the Goods to you at the incorrect (lower) price, even after we have sent you a Dispatch Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing.
- 8.8 We accept payment by credit and debit card with Visa, Delta, Switch, Visa Electron, MasterCard, EuroCard and UK based Maestro and Solo cards. We also accept PayPal.
- 8.9 As part of the order process, security checks may be applied and your card details, including your address will be checked. This process may include passing your details to a third party fraud checking company. From time to time, we may require further details before processing your order.
- 8.10 All orders for stock Goods shall be paid in full prior to dispatch of the Goods.
- 8.11 With respect to any order for customised Goods:
- (a) 50 % of the total Contract price is required on approval of designs, pursuant to clause 4.7 (b); and

(b) the 50 % balance of the total Contract price is required prior to dispatch.

## **9. INTELLECTUAL PROPERTY**

- 9.1 All intellectual property rights in relation to the Goods and any associated design software and designs, data sheets, packaging and literature are and shall remain (as between you and us) our sole and exclusive property and no licence (except in relation to any reasonable use for which the Goods are supplied) shall be implied.
- 9.2 You warrant that all patterns, drawings, designs, samples or specifications supplied by you to us for us to use in the manufacture of the Goods are owned by or are validly licensed to you. You will fully indemnify us against any awards, costs, claims, damages, demands, expenses, losses or other liabilities (howsoever incurred) for breach of any third party intellectual property rights arising from any breach of this warranty.

## **10. USE OF GOODS AND SPECIFICATIONS**

- 10.1 All Goods are supplied on condition that you undertake at all times to take notice of and comply with all instructions and recommendations issued with or contained on or relating to the Goods and to take all reasonable and prudent precautions as to the assembly, installation and use thereof. We shall not be liable to you or to any third party for any loss or damage which arises from your assembly, installation or use of the Goods.
- 10.2 You acknowledge that all weight loadings published by us are for guidance only and are for uniform distributed loads where the Goods have been correctly assembled. You further acknowledge that combining the Goods with other manufacturers' products shall render all such weight loadings null and void and that the onus shall in any event be upon you to determine the Goods' proper load bearing capacity.
- 10.3 You shall be solely responsible for assessing the Goods' suitability and fitness for purpose, irrespective of any specification, data, sample, product literature, description, or any other statement as to suitability and fitness for purpose or performance issued by us.
- 10.4 We reserve the right to alter the specifications of all Goods and to supply Goods to you reflecting such altered specifications without prior notice to you, provided that such alterations do not materially affect the characteristics of the Goods. Slight deviations within accepted tolerances shall not entitle you to cancel an order, return Goods or claim compensation.

## **11. LIMITATION OF LIABILITY**

- 11.1 The following provisions set out our entire financial liability (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you in respect of:
- (a) any breach of these Conditions;
  - (b) any use made or resale by you of any of the Goods, or of any product incorporating any of the Goods; and
  - (c) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 11.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
- 11.3 Nothing in these Conditions excludes or limits our liability:
- (a) for death or personal injury caused by the our negligence; or
  - (b) under section 2(3), Consumer Protection Act 1987; or
  - (c) for any matter which it would be illegal for us to exclude or attempt to exclude our liability; or
  - (d) for fraud or fraudulent misrepresentation.
- 11.4 Subject to clause 11.2 and clause 11.3:

- (a) our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price; and
- (b) we shall not be liable to you for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

## **12. EVENTS OUTSIDE OUR CONTROL**

- 12.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any event outside our reasonable control (a **Force Majeure Event**).
- 12.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
- (a) strikes, lock-outs or other industrial action;
  - (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
  - (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
  - (d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
  - (e) impossibility of the use of public or private telecommunications networks; or
  - (f) the acts, decrees, legislation, regulations or restrictions of any government.
- 12.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

## **13. WRITTEN COMMUNICATIONS**

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our site. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This clause does not affect your statutory rights.

## **14. NOTICES**

All notices to us shall be in writing and shall be made either via e-mail or post to the addresses in the Contact Us section of our site. We may broadcast notices or messages through our site or contact you by email and notification by either of these methods shall constitute notice to you.

## **15. TRANSFER OF RIGHTS AND OBLIGATIONS**

- 15.1 Any Contract between you and us is binding on you and us and on our respective successors and assigns.
- 15.2 You shall not assign or delegate all or any of your rights or obligations under the Contract without our prior written consent, such consent not to be unreasonably withheld.
- 15.3 We reserve the right to assign, subcontract or transfer all or any of our rights and obligations under the Contract to any person, firm or company without notice to you.

**16. WAIVER**

- 16.1 If we fail, at any time during the pendency of the Contract, to insist upon strict performance of any of your obligations under the Contract or any of these Conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.
- 16.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.
- 16.3 No waiver by us of any of these Conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

**17. SEVERABILITY**

If any of these Conditions or any provisions of the Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

**18. ENTIRE AGREEMENT**

- 18.1 These Conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.
- 18.2 We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these Conditions.

**19. INFORMATION APPEARING ON OUR SITE**

- 19.1 Commentary and other information, materials, text and/or images appearing on our site are not intended to be relied upon nor to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such information by any visitor to our site, or by anyone who may be informed of any of its contents.
- 19.2 We, our suppliers and our licensors own the copyright, trademarks and all other intellectual property rights in all material and content on our site, which you may use, download, copy, publish, transmit or otherwise make available by any other means only for your own personal, non-commercial use. Any other use or reproduction of the material or content is strictly prohibited.

**20. OUR RIGHT TO VARY THESE CONDITIONS**

- 20.1 We have the right to revise and amend these Conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.
- 20.2 You will be subject to the policies and Conditions in force at the time that you order Goods from us, unless any change to those policies or these Conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these Conditions before we send you the Dispatch Confirmation.

**21. LAW AND JURISDICTION**

The Contract will be governed by English law. Any dispute arising from, or related to, the Contract shall be subject to the non-exclusive jurisdiction of the Courts of England and Wales.