

Mays Home Terms and conditions

Please read all these terms and conditions.

As we can accept your order and make a legally enforceable agreement without further reference to you, you must read these terms and conditions to make sure that they contain all that you want and nothing that you are not happy with. If you are not sure about anything, just phone us on 01733 236323.

Application

1. These Terms and Conditions will apply to the purchase of the goods by you (the **Customer** or **you**). We are Mays Home of 1 Aston Business Park, Shrewsbury Avenue, Peterborough Cambridgeshire, PE2 7BF with email address info@mayshome.co.uk; telephone number 01733236323; (the **Supplier** or **us** or **we**).
2. These are the terms on which we sell all Goods to you. By ordering any of the Goods, you agree to be bound by these Terms and Conditions. You can only purchase the Goods from the Website if you are eligible to enter into a contract and are at least 18 years old.

Interpretation

3. **Consumer** means an individual acting for purposes which are wholly or mainly outside their trade, business, craft or profession;
4. **Contract** means the legally-binding agreement between you and us for the supply of the Goods;
5. **Delivery Location** means the Supplier's premises or other location where the Goods are to be supplied, as set out in the Order;
6. **Durable Medium** means paper or email, or any other medium that allows information to be addressed personally to the recipient, enables the recipient to store the information in a way accessible for future reference for a period that is long enough for the purposes of the information, and allows the unchanged reproduction of the information stored;
7. **Goods** means the goods advertised on the Website that we supply to you of the number and description as set out in the Order;
8. **Order** means the Customer's order for the Goods from the Supplier as submitted following the step by step process set out on the Website;
9. **Privacy Policy** means the terms which set out how we will deal with confidential and personal information received from you via the Website;
10. **Website** means our website www.mayshome.co.uk on which the Goods are advertised.

Goods

11. The description of the Goods is as set out in the Website, catalogues, brochures or other form of advertisement. Any description is for illustrative purposes only and there may be small discrepancies in the size and colour of the Goods supplied.

12. In the case of any Goods made to your special requirements, it is your responsibility to ensure that any information or specification you provide is accurate.
13. All Goods which appear on the Website are subject to availability.
14. We can make changes to the Goods which are necessary to comply with any applicable law or safety requirement. We will notify you of these changes.

Quality

15. The Company warrants that (subject to the other provisions of these Conditions) the Goods shall: on delivery, conform with their description in all material respects; be free from material defects in design, material or workmanship; and on delivery, be of satisfactory quality within the meaning of the Sale of Goods Act 1979.
16. The Company shall not be liable unless: the Buyer gives written notice of the defect to the Company within 48 hours from the date of delivery or (where a defect would not be apparent on an initial thorough and proper inspection) within 2 days after discovery of the defect.
17. Time shall be of the essence for this Condition; and 9.2.2 the Company is given a reasonable opportunity after receiving the notice of examining such Goods and the Buyer (if asked to do so by the Company) arranges for such Goods (or the part of the Goods which it is alleged is defective) to be returned to the Company's place of business at the Buyer's cost for the examination to take place there.
18. If the Buyer gives written notice that it considers that any of the Goods do not conform with the warranty in Condition 15, the following terms shall apply: 18.1 the Buyer shall order a replacement for such Goods or the defective part from the Company on and subject to these Conditions; 18.2 following the receipt of the defective Goods or part by the Company, the Company shall inspect such Goods or part and shall inform the Buyer whether or not it agrees that such Goods or part are defective (and the Buyer's decision shall be final); and 18.3 if the Company agrees that such Goods or part are defective, the Company shall issue a credit note to the Buyer for the cost of the replacement Goods or part; or 18.4 if the Company does not agree that such Goods or part are defective, the Company shall make such Goods or part available for collection by the Buyer at its cost and no credit note shall be issued by the Company in respect of the allegedly defective Goods.
19. If the Company arranges to collect any Goods which are alleged to be defective from the Buyer but is unable to do so having attempted to make collection on 3 occasions then the Company shall have no further obligation to collect such Goods from the Buyer and, for the avoidance of doubt, the Buyer shall remain liable to pay the Company's invoice for any replacement Goods or defective parts supplied (if it has not previously done so).

Personal information and Registration

15. When registering to use the Website you must set up a username and password. You remain responsible for all actions taken under the chosen username and password and undertake not to disclose your username and password to anyone else and keep them secret.
16. We retain and use all information strictly under the Privacy Policy.
17. We may contact you by using e-mail or other electronic communication methods and by pre-paid post and you expressly agree to this.

Basis of Sale

18. The description of the Goods in our website does not constitute a contractual offer to sell the Goods. When an Order has been submitted on the Website, we can reject it for any reason, although we will try to tell you the reason without delay.
19. The Order process is set out on the Website. Each step allows you to check and amend any errors before submitting the Order. It is your responsibility to check that you have used the ordering process correctly.
20. A Contract will be formed for the sale of Goods ordered only when you receive an email from us confirming the Order (**Order Confirmation**). You must ensure that the Order Confirmation is complete and accurate and inform us immediately of any errors. We are not responsible for any inaccuracies in the Order placed by you. By placing an Order you agree to us giving you confirmation of the Contract by means of an email with all information in it (ie the Order Confirmation). You will receive the Order Confirmation within a reasonable time after making the Contract, but in any event not later than the delivery of any Goods supplied under the Contract.
22. No variation of the Contract, whether about description of the Goods, Fees or otherwise, can be made after it has been entered into unless the variation is agreed by the Customer and the Supplier in writing.

Price and Payment

24. The price of the Goods and any additional delivery or other charges is that set out on the Website at the date of the Order or such other price as we may agree in writing.
25. Prices and charges include VAT at the rate applicable at the time of the Order.
26. You must pay by submitting your credit or debit card details with your Order and we can take payment immediately or otherwise before delivery of the Goods.

Delivery

27. We will deliver the Goods, to the Delivery Location by the time or within the agreed period or, failing any agreement, without undue delay and, in any event, not more than 30 days after the day on which the Contract is entered into.
28. If good have not been delivered for reasons out of our control, this will be taken up with our supplier and we are not seen as liable.
32. We do not deliver to addresses outside England and Wales or Scotland.
33. You agree we may deliver the Goods in instalments if we suffer a shortage of stock or other genuine and fair reason, subject to the above provisions and provided you are not liable for extra charges.
34. If you or your nominee fail, through no fault of ours, to take delivery of the Goods at the Delivery Location, we may charge the reasonable costs of storing and redelivering them.
35. The Goods will become your responsibility from the completion of delivery or Customer collection. You must, if reasonably practicable, examine the Goods before accepting them.

Risk and Title

36. Risk of damage to, or loss of, any Goods will pass to you when the Goods are delivered to you.

37. You do not own the Goods until we have received payment in full. If full payment is overdue or a step occurs towards your bankruptcy, we can choose, by notice to cancel any delivery and end any right to use the Goods still owned by you, in which case you must return them or allow us to collect them.

Withdrawal and cancellation

38. The Buyer may cancel an order in whole or in part by providing written notice to the Company (via email) within 1 hour of placing the order. If the Buyer notifies the company of cancellation of the order after 1 hour of placing the order, and the Goods have not yet left the Company premises, the order shall be cancelled, subject to the Buyer being charged a £5.00 re-stocking fee. No cancellations will be accepted once the Goods have left the Company premises.

Conformity

39. We have a legal duty to supply the Goods in conformity with the Contract, and will not have conformed if it does not meet the following obligation.
40. Upon delivery, the Goods will:
- a. be of satisfactory quality;
 - b. be reasonably fit for any particular purpose for which you buy the Goods which, before the Contract is made, you made known to us (unless you do not actually rely, or it is unreasonable for you to rely, on our skill and judgment) and be fit for any purpose held out by us or set out in the Contract; and
 - c. conform to their description.
41. It is not a failure to conform if the failure has its origin in your materials.

Successors and our sub-contractors

42. Either party can transfer the benefit of this Contract to someone else, and will remain liable to the other for its obligations under the Contract. The Supplier will be liable for the acts of any sub-contractors who it chooses to help perform its duties.

Circumstances beyond the control of either party

43. In the event of any failure by a party because of something beyond its reasonable control:
- a. the party will advise the other party as soon as reasonably practicable; and
 - b. the party's obligations will be suspended so far as is reasonable, provided that that party will act reasonably, and the party will not be liable for any failure which it could not reasonably avoid, but this will not affect the Customer's above rights relating to delivery and any right to cancel, below.

Privacy

44. Your privacy is critical to us. We respect your privacy and comply with the General Data Protection Regulation with regard to your personal information.
45. These Terms and Conditions should be read alongside, and are in addition to our privacy policy.
46. For the purposes of these Terms and Conditions:
 - a. 'Data Protection Laws' means any applicable law relating to the processing of Personal Data, including, but not limited to the GDPR.
 - b. 'GDPR' means the UK General Data Protection Regulation.
 - c. 'Data Controller', 'Personal Data' and 'Processing' shall have the same meaning as in the GDPR.
47. We are a Data Controller of the Personal Data we Process in providing Goods to you.
48. Where you supply Personal Data to us so we can provide Goods to you, and we Process that Personal Data in the course of providing the Goods to you, we will comply with our obligations imposed by the Data Protection Laws:
 - a. before or at the time of collecting Personal Data, we will identify the purposes for which information is being collected;
 - b. we will only Process Personal Data for the purposes identified;
 - c. we will respect your rights in relation to your Personal Data; and
 - d. we will implement technical and organisational measures to ensure your Personal Data is secure.
49. For any enquiries or complaints regarding data privacy, you can e-mail: .

Excluding liability

50. The Supplier does not exclude liability for: (i) any fraudulent act or omission; or (ii) for death or personal injury caused by negligence or breach of the Supplier's other legal obligations. Subject to this, the Supplier is not liable for (i) loss which was not reasonably foreseeable to both parties at the time when the Contract was made, or (ii) loss (eg loss of profit) to the Customer's business, trade, craft or profession which would not be suffered by a Consumer - because the Supplier believes the Customer is not buying the Goods wholly or mainly for its business, trade, craft or profession.

Governing law, jurisdiction and complaints

51. The Contract (including any non-contractual matters) is governed by the law of England and Wales.
52. Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the Customer lives in Scotland or Northern Ireland, in the courts of respectively Scotland or Northern Ireland.
53. We try to avoid any dispute, so we deal with complaints in the following way: If you have received a faulty item or have missing parts, please contact us within 5 days and we will replace or delivery the parts needed. We will deliver the replacement or parts within 7-10 working days unless the product is out of stock or discontinued. In this case we are happy to collect the item and provide a full refund..

Attribution

54. These terms and conditions were created 15th October 2021.