

1.	DEFINITIONS	
1.1	When the following words with capital letters are used in these Terms, this is what they will mean:	9.3
	(a) Event Outside Our Control: is defined in clause 10;	
	(b) Goods &/or Services: the Goods &/or Services that We are selling to you as set out in the Order;	
	(c) Order: your order for the Goods &/or Services (as set out overleaf);	
	(d) Terms: the terms and conditions set out in this document; and	
	(e) We/Our/Us: Countrywide Mobility Services Ltd.	10.
1.2	When We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise.	10.1
2.	OUR CONTRACT WITH YOU	
2.1	These are the terms and conditions on which We supply Goods &/or Services to you. Please ensure that you read these Terms carefully, and check that the details on the Order and in these Terms are complete and accurate. If you think that there is a mistake, please contact Us to discuss.	10.2
2.2	When you agree the Order to Us, you will be notified with a written acceptance of an order (whether in hard copy or electronic form), at which point a contract shall come into existence between us. If We are unable to supply you with the Goods &/or Services, We will inform you of this and We will not proceed with the Order.	
2.3	Our website, catalogues and brochures are solely for the promotion of Our Goods &/or Services in the UK. The images of the Goods on Our website and in Our catalogues and brochures are for illustrative purposes only.	10.3
3.	BESPOKE AND CUSTOMISED GOODS	
3.1	The Goods are manufactured according to the specification you provide Us. A deposit amounting to 50% of the total price payable for the Goods is payable at the time of Order. Unfortunately, We cannot accept the return of bespoke and customised Goods if the reason for the return is because you provided Us with incorrect specification. However, this will not affect your legal rights as a consumer in relation to bespoke and customised Goods that are faulty or not as described.	11.
3.2	In the event that you wish to cancel an Order for bespoke or customised Goods, your deposit will not be refunded. In all other cases, your right to cancel is set out in clause 11.	11.1 11.2
4.	DELIVERY OF GOODS	
4.1	Please note that timescales for delivery and delivery charges will vary depending on the availability of the Goods and your address.	11.3
4.2	We will contact you with an estimated delivery date. Occasionally Our delivery to you may be affected by an Event Outside Our Control. See clause 10 for Our responsibilities when this happens.	11.4
4.3	Delivery of an Order shall be completed when We deliver the Goods to the address you gave Us (or you collect them from Us).	11.5
4.4	If no one is available at your address to take delivery, We will leave you a note that the Goods have been returned to Our premises, in which case, please contact us to rearrange delivery.]	11.6
4.5	If We are not able to deliver the whole of the Order at one time due to operational reasons or shortage of stock, We will deliver the Order in instalments. We will not charge you extra delivery costs for this. However, if you ask Us to deliver the Order in instalments, We may charge you extra delivery costs. Each instalment shall constitute a separate contract governed by these Terms. If We are late delivering an instalment or one instalment is faulty, that will not entitle you to cancel any other instalment.	11.7
4.6	The Goods will be your responsibility from the completion of delivery or from when you collect the Goods from Us. You own the Goods once We have received payment in full.	11.8
5.	IF THE GOODS ARE FAULTY	11.9
	As a consumer, you have legal rights in relation to Goods that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.	11.10
6.	THIRD-PARTY MANUFACTURER'S GUARANTEE OF GOODS	
	The Goods come with a manufacturer's guarantee. This guarantee is in addition to your legal rights in relation to the Goods that are faulty or not as described and to Our guarantee as set out in clause 7.	11.11
7.	SELLER'S GUARANTEE OF GOODS	
7.1	We guarantee that at the time of purchase and/or on delivery and for a period of 12 months, the Goods shall be free from material defects. However, this guarantee does not apply in the circumstances described in clause 7.2.	11.12
7.2	This guarantee does not apply to any defect in the Goods arising from fair wear and tear; wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party; your failure to operate or use the Goods in accordance with the user instructions; any alteration or repair by you or by a third party who is not one of Our authorised repairers; and any specification provided by you.	12.
7.3	This guarantee is in addition to your legal rights in relation to the Goods that are faulty or not as described.	
8.	PRICE AND PAYMENT	
8.1	The price of the Goods &/or Services will be set out in Our price list in force at the time We confirm your Order. Our prices may change at any time, but price changes will not affect Orders that We have confirmed with you.	13.
8.2	These prices include VAT if applicable. However, if the rate of VAT changes between the date of the Order and the date of delivery or performance, 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.	13.1
8.3	The prices for the Goods exclude delivery costs, unless otherwise stated, which will be added to the total amount due.	14.
8.4	Where We are providing Goods to you, you must make payment for those Goods in advance unless otherwise agreed. Where We are providing a Service, you must make payment on completion. We accept payment with Visa, Debit Card, MasterCard, PayPal, BACS, cash and cheques.	14.1
8.5	If you do not make any payment due to Us after delivery completion or due date, you may be charged interest on the overdue amount at the rate of 3% a year above the base lending rate of Co-op Bank plc from time to time. This interest shall accrue on a daily basis from the delivery or 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.	14.2
9.	OUR LIABILITY TO YOU	
9.1	If We fail to comply with these Terms, We are responsible for loss or damage you suffer that is a foreseeable result of Our breach of the Terms or Our negligence. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and Us at the time we entered into this contract.	15.
9.2	If We are installing the Goods in your property, or carrying out the Services, We will make good any damage to your property caused by Us in the course of installation or performance. However, We are not responsible for the cost of repairing any pre-existing faults or damage to your property that We discover in the course	15.1 15.2 15.3
	of installation and/or performance by Us.	15.4
	We do not exclude or limit in any way Our liability for death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors; fraud or fraudulent misrepresentation; breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and defective products under the Consumer Protection Act 1987.	
	EVENTS OUTSIDE OUR CONTROL	
	We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control. An Event Outside Our Control means any act or event beyond Our reasonable control.	
	If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:	
	(a) We will contact you as soon as reasonably possible to notify you; and	
	(b) Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our delivery of Goods to you, We will arrange a new delivery date with you after the Event Outside Our Control is over.	
	You may cancel the contract if an Event Outside Our Control takes place and you no longer wish Us to provide the Goods &/or Services. Please see your cancellation rights under clause 11.	
	YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND	
	You have the right to cancel this contract within 14 days without giving any reason. Cancellation rights do not apply to any bespoke and customised goods.	
	The cancellation period will expire after 14 days from the day of the conclusion of the contract where it is a Service, or on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the Goods.	
	To exercise the right to cancel, you must inform Us of your decision to cancel this contract by a clear statement (e.g letter sent by post, fax or email). You may use our cancellation form of which can be supplied separately, but it is not obligatory.	
	To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.	
	If you cancel this contract, We will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you choose a type of delivery other than the least expensive type of standard delivery offered by Us).	
	We may make a deduction from the reimbursement for loss in value of any goods supplied, if loss is the result of unnecessary handling by you.	
	We will make the reimbursement without undue delay, and not later than:	
	(a) 14 days after the day We receive back from you any Goods supplied, or	
	(b) (if earlier) 14 days after the day you provide evidence that you have returned the goods, or	
	(c) if there were no goods supplied, 14 days after the day on which We are informed about your decision to cancel this contract.	
	We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement. We may withhold reimbursement until We have received the goods back or you have supplied evidence of having sent back the Goods, whichever is the earliest.	
	You shall send back the Goods or hand them over to Us, without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from this contract to Us. The deadline is met if you send back the goods before the period of 14 days has expired.	
	You will have to bear the cost of returning the Goods. If the Goods, by their nature, cannot normally be returned by post we can arrange collection and the cost is estimated at a maximum of approximately £72 including VAT.	
	For cancellation of contracts made in your home or place of work, We will collect the Goods at our own expense. You are liable for any diminished value of the Goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the Goods.	
	If you have requested to begin the performance of Services during the cancellation period, you shall pay Us an amount which is in proportion to what has been performed until you have communicated us your cancellation from this contract, in comparison with the full coverage of the contract.	
	OUR RIGHTS TO CANCEL AND APPLICABLE REFUND	
	If We have to cancel an Order for Goods before the Goods are delivered:	
	(a) We may have to cancel an Order before the Goods are delivered, due to an Event Outside Our Control or the unavailability of stock. We will promptly contact you if this happens.	
	(b) If We have to cancel an Order under clause 12(a) and you have made any payment in advance for Goods that have not been delivered to you, We will refund these amounts to you.	
	INFORMATION ABOUT US AND HOW TO CONTACT US	
	If you have any questions or if you have any complaints, please contact Us. You can contact Us by telephoning Our customer service team at 01905 29950 or by e-mailing Us at info@countrywide-mobility.co.uk .	
	HOW WE MAY USE YOUR PERSONAL INFORMATION	
	We will use the personal information you provide to Us to provide the Goods &/or Services; process your payment for such Goods &/or Services and inform you about similar products or services that We provide, but you may stop receiving these at any time by contacting Us.	
	You agree that We may, directly or indirectly, pass your personal information to credit reference agencies and that they may keep a record of any search that they do. We will not give your personal data to any other third party.	
	OTHER IMPORTANT TERMS	
	This contract is between you and Us. No other person shall have any rights to enforce any of its terms.	
	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.	
	If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.	
	These Terms are governed by English law. You and We both agree to submit to the non-exclusive jurisdiction of the English courts.	