



CORPORATE POLICY

TERMS & CONDITIONS



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1. OWNERSHIP OF WEBSITE

This website is operated by Engineers Mate Limited (referred to as "EM Ltd/us/we/our"). As a user of this website (referred to as "you/your") you acknowledge that any use of this website including any transactions you make referred to as "use or using" is subject to our terms and conditions below. All the content displayed or featured on this website is owned by us.

2. GENERAL

These terms and conditions govern your use of our website. Please read the terms in full before you use this website. If you do not accept these terms, please do not use this website. Using the website implies that you accept these terms. We reserve the right to change these terms and conditions at any time. Any such changes will take effect when posted on the website and it is your responsibility to read the terms and conditions on each occasion you use this website and your continued use of the website shall signify your acceptance to be bound by the latest terms and conditions. If you disagree with any part or parts of these terms and conditions, you must not use the website.

We do occasionally update these terms so please refer back to them in the future.

The content of the website does not constitute advice and should not be taken into consideration when making or refraining from making any decision.

You confirm that you are over the age of 18 years and have authority to bind any business on whose behalf you use this website.

3. ENTIRE AGREEMENT

These terms and conditions constitute the entire agreement between you and us in relation to your use of our website and supersede all previous agreements in respect of your use of this site.

4. COPYRIGHT

You are permitted to use our website for your own purposes and to print and download material from this website provided that you do not modify any content without our consent. Material on this website must not be republished online or offline without our permission.

The copyright and other intellectual property rights in all material on this website are owned by us or our licensors and must not be reproduced without our prior consent.

No part of this website may be reproduced without our prior written permission.

5. SITE AVAILABILITY

You are permitted to use our website for your own purposes and to print and download material from this website provided that you do not modify any content without our consent. Material on this website must not be republished online or offline without our permission.

The copyright and other intellectual property rights in all material on this website are owned by us or our licensors and must not be reproduced without our prior consent.

No part of this website may be reproduced without our prior written permission.



6. PAYMENT

We take payment from your card at the time we receive your order, once we have checked your card details and product availability. Goods are subject to availability. In the event that we are unable to supply the goods, we will inform you of this as soon as possible. A full refund will be given where you have already paid for the goods.

To ensure that your credit, debit or charge card is not used without your permission, we will validate name, address and other relevant information supplied by you during the order process against appropriate third party databases. By accepting these terms and conditions you consent to such checks being made. This is done only to confirm your identity, a credit check is not performed and your credit rating will be unaffected. All information provided by you will be treated securely and strictly in accordance with GDPR and the Data Protection Act 2018.

The price you pay is the price displayed on the website at the time we receive your order apart from when we discover an error in the price of the goods you have ordered. In this case we will inform you as soon as possible and give you the option of reconfirming your order at the correct price, or cancelling it. If we are unable to contact you, we will treat the order as cancelled. In this case, if you have already paid for the goods, you will receive a full refund.

All prices are shown in £s Sterling and exclude VAT and delivery charges, unless expressly stated otherwise.

7. DELIVERIES/LIABILITIES

Throughout the order process, delivery charges are clearly defined and are subject to change without prior notice however, any orders made during such change will be honoured at the rates set at the time those orders were placed.

We shall be under no liability for any delay or failure to deliver products or otherwise perform any obligation as specified in these terms and conditions if the same is wholly or partly caused whether directly or indirectly by circumstances beyond its reasonable control.

We must be notified within 48 hours of any damage, partial loss or non-delivery of an order.

Under normal circumstances you cannot cancel an order, however at our discretion we may agree to a cancellation, but only on the strict condition that any costs and expenses incurred by us and any profits lost or damages incurred because of the cancellation will be reimbursed by you to us.

All delivery charges on our Web Store are for UK Mainland and additional charges may be applied for orders outside of this area.

8. TITLE

Title in any goods you order on this website shall pass to you only when we have processed and received payment in full for the goods. Until title in the goods passes to you from us, the goods shall be held by you on a fiduciary basis as bailee and you shall store the goods at your own cost separately from all other goods in your possession and marked in such a way that they are clearly identified as our property.

9. VISITOR CONDUCT

With the exception of personally identifiable information, any material you send or post to this website shall be considered non-proprietary and not confidential. Unless you advise us to the contrary we will be free to copy, disclose, distribute, incorporate and otherwise use such material for any and all purposes.



When using this website you shall not post or send to or from this website any material for which you have not obtained all necessary consents:

- (a) That is discriminatory, obscene, pornographic, defamatory, liable to incite racial hatred, in breach of confidentiality or privacy, which may cause annoyance or inconvenience to others, which encourages or constitutes conduct that would be deemed a criminal offence, give rise to a civil liability, or otherwise is contrary to the law in the United Kingdom;
- (b) Which is harmful in nature including, and without limitation, computer viruses, Trojan horses, corrupted data, or other potentially harmful software or data.

We will fully co-operate with any law enforcement authorities or court order requiring us to disclose the identity or other details of any person posting material to this website in breach of Paragraph 9.

10. LINKS TO AND FROM OTHER WEBSITES

Any links to third party websites located on this website are provided for your convenience only. We have not reviewed each third party website and have no responsibility for such third party websites or their content. We do not endorse the third party websites or make representations about them or any material contained in them. If you choose to access a third party website linked to from this website, it is at your own risk.

If you would like to link to this website, you may only do so on the basis that you link to, but do not replicate, any page on this website, and subject to the following conditions:

- (a) you do not in any way imply that we are endorsing any services or products unless this has been specifically agreed with us;
- (b) you do not misrepresent your relationship with us or present any false information about us;
- (c) you do not link from a website that is not owned by you; and
- (d) your website does not contain content that is offensive, controversial, infringes any intellectual property rights or other rights of any other person or does not comply in any way with the law in the UK.

If you choose to link to our website in breach of Paragraph 10 you shall fully indemnify us for any loss or damage suffered as a result of your actions.

11. DISCLAIMER

We take all reasonable steps to ensure that the information on this website is correct. However, we do not guarantee the correctness or completeness of material on this website. We may make changes to the material on this website at any time and without notice. The material on this website may be out of date, or on rare occasions incorrect and we make no commitment to ensure that such material is correct or up to date.

The material at this website is provided without any conditions or warranties of any kind. To the maximum extent permitted by law, we provide access and use of this website on the basis that we exclude all representations, warranties and conditions which but for these Terms may have effect in relation to this website.



12. EXCLUSION OF LIABILITY

Neither we nor any other party (whether or not involved in producing, maintaining or delivering this website), shall be liable or responsible for any kind of loss or damage that may result to you or a third party as a result of your or their use of our website. This exclusion shall include servicing or repair costs and, without limitation, any other direct, indirect or consequential loss, and whether in tort or contract or otherwise in connection with this website.

Nothing in these Terms shall exclude or limit liability for;

- (i) death or personal injury caused by negligence (as defined by the Unfair Contract Terms Act 1977);
- (ii) fraud;
- (iii) misrepresentation as to a fundamental matter; or
- (iv) any liability which cannot be excluded or limited under the law of the United Kingdom.

13. GOVERNING JURISDICTION

This Legal Notice shall be governed by and construed in accordance with English law. Any dispute(s) arising in connection with this Legal Notice are subject to the exclusive jurisdiction of England and Wales.

14. OUR DETAILS

Our business's name is: Engineers Mate Limited

Our registered business address is:

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Our VAT registration is: 122 2623 59

Our contact details are: info@engineersmate.com

On behalf of Engineers Mate Ltd



Andy Bowyer
Director

