

Please read the following important terms and conditions before you buy anything from us and check that they contain everything which you want and nothing that you are not willing to agree to.

Summary of your key rights:

The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product you're entitled to the following:

up to 30 days: if your goods are faulty, you can get a refund

up to six months: if they can't be repaired or replaced, then you're entitled to a full refund in most cases

up to six years: if the goods do not last a reasonable length of time you may be entitled to some money back

You DON'T have a legal right to a refund or replacement just because you change your mind, BUT please ask us about our returns policy as we may still be able to help.

This is a summary of some of your key rights. For detailed information from Citizens Advice please visit www.adviceguide.org.uk or call 03454 04 05 06.

The information in this summary box summarises some of your key rights. It is not intended to replace the contract below which you should read carefully.

These terms and conditions of sale regulate any contract that we make with you to sell you goods and these set out:

- your legal rights and responsibilities
- our legal rights and responsibilities, and
- certain key information required by law

These terms and conditions are used for when you (a private non business individual) and we enter into a contract to sell you goods. If this is not the case for you, please tell us, so that we can give you a different contract terms and conditions which are more appropriate for your business, company or partnership.

In these terms and conditions:

- 'We', 'us' or 'our' means **Mudcontrol Limited**, and
- 'You' or 'your' means the person buying goods from us

If you don't understand any of these terms and conditions and want to talk to us about it, please speak with us or contact us by:

- e-mail to: **sales@mudcontrol.co.uk** Monday to Friday: 9am to 4pm, or
- telephone on: **01536669630** Monday to Friday: 9am to 4pm

- post to: **Mudcontrol Ltd, Mawsley Grange, Mawsley wood, old, Northants, NN6 9RN**

Who are we?

We are registered in England and Wales under company number: 11606650

Our registered office is at: Headlands House, 1 Kings Court, Kettering Parkway, Kettering, Northants NN15 6WJ, United Kingdom

Our VAT number is: GB311 7046 43

1 Introduction

- 1.1 If you buy goods from us you agree to be legally bound by these terms and conditions and any documents referred to in them.
- 1.2 You may only buy goods from us for non-business reasons.

2 Information we give you

- 2.1 By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made (see the summary box below). We will give you this information in a clear and understandable way. Typically, we will do this before you buy the goods from us. Some of this information is likely to be obvious from the context. Some of this information is also set out in this contract, such as information on our complaint handling policy (see clause 10).

Information we will give you

We will give you information on:

- *the main characteristics of the goods you want to buy*
- *who we are, where we are based and how you can contact us*
- *the total price of the goods including any value added tax or any other taxes (or where this cannot reasonably be worked out in advance, the manner in which we will work out the price)*
- *all additional delivery charges (or where this cannot reasonably be worked out in advance, the fact that such additional charges may be payable)*
- *the arrangements for payment, collection, delivery, performance, and the time by which we will deliver the goods*
- *our complaint handling policy*
- *the fact that we are under a legal duty to supply goods that are in conformity with the contract*
- *information about the installation and/or fitting of the goods*

2.2 The key information we give you by law forms part of the contract made between us (as though it is set out in full here).

2.3 If we have to change any key information once a legally binding contract between you and us is made, we can only do this if you agree to it.

3 Your privacy and personal information

3.1 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our **Privacy Policy**, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a complaint or query about the use of your personal information.

3.2 Our Privacy Policy is available at www.mudcontrol.co.uk

4 Ordering goods from us

4.1 Below, we set out how a legally binding contract between you and us is made:

4.1.1 Any quotation given by us before you make an order for goods is not a binding offer by us to supply such goods. Any quotation will remain valid for a period of 30 days unless we expressly withdraw it or extend it in writing.

4.1.2 When you decide to place an order for goods with us, this is when you offer to buy such goods from us.

4.1.3 When you place your order with us, we will acknowledge it by post or by email. This acknowledgement does not, however, mean that your order has been accepted.

4.1.4

We may contact you to say that we do not accept your order. If we do this, we will try to tell you promptly why we do not accept your order. This is typically for the following reasons:

- (a) the goods are unavailable
- (b) we cannot authorise your payment
- (c) you are not allowed to buy the goods from us
- (d) we are not allowed to sell the goods to you
- (e) you have ordered too many goods
- (f) there has been a mistake on the pricing or description of the goods

4.1.5 We will only accept your order when we confirm this by post or we will email you to confirm this (Confirmation E-mail). At this point:

- (a) a legally binding contract will be in place between you and us, and
- (b) upon payment you may collect the goods or we will dispatch the goods to you

4.2 If you are under the age of 18 you may not buy any goods from us.

5 Delivery

5.1 We use our employees or authorised delivery contractors to deliver our goods. If you want information on your collection or delivery options and costs, speak with us by Phone, E-mail, or visit our webpage before you place your order.

5.2 We will let you know by Phone or in a Confirmation E-mail (see clause 4.1.5) the estimated date for delivery of the goods.

5.3 If something happens which:

5.3.1 is outside of our control, and

5.3.2 affects the estimated date of delivery

we will let you have a revised estimated date for delivery of the goods.

5.4 Delivery of the goods will take place upon your collection of the goods or when we deliver them to the address that you gave to us.

5.5 Unless you and we agree otherwise, if we cannot deliver your goods within 30 days, we will:

5.5.1 let you know

5.5.2 cancel your order, and

5.5.3 give you a refund

5.6 If nobody is available to take delivery, please let us know in good time ahead of the delivery using the contact details at the top of this page.

5.7 You are responsible for the goods when collection or delivery has taken place. In other words, the risk in the goods passes to you when you take possession of the goods.

5.8 We do not make deliveries to any addresses outside of the UK without our prior agreement.

5.9 We may deliver your goods in instalments. If you want to see whether your goods may be delivered in this way, please speak with us or check the Confirmation E-mail (see clause 4.1.5).

6 Payment

6.1 We accept cash, cheques and the some approved credit cards and debit cards.

6.2 Your credit card or debit card will be charged at the time of order and prior to the goods being ready for collection or dispatch.

6.3 All payments by credit card or debit card need to be authorised by the relevant card issuer.

6.4 The goods will not be released for collection or dispatched until your payment has been received by us (which in the case of a cheque means when it has cleared your bank account).

- 6.5 The price of the goods:
 - 6.5.1 is in pounds sterling (£)(GBP)
 - 6.5.2 includes VAT at the applicable rate
 - 6.5.3 does not include the cost of delivering the goods (if you want information on your delivery options and costs, speak with us or email us before you place your order.

7 Nature of the goods

- 7.1 The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'), for example, the goods:
 - 7.1.1 are of satisfactory quality
 - 7.1.2 are fit for purpose
 - 7.1.3 match the description, sample or model, and are installed properly
 - 7.1.4 (if we install any goods)
- 7.2 We must provide you with goods that comply with your legal rights.
- 7.3 While we try to make sure that all weights, sizes and measurements set out in our website are as accurate as possible, there may be a small tolerance of up to 5% in such weights and measurements.
- 7.4 Any goods sold:
 - 7.4.1 at discount prices as
 - 7.4.2 remnants
 - 7.4.3 as substandardwill be identified and sold as such. Please check that they are of a satisfactory quality for their intended use.
- 7.5 If we can't supply certain goods we may need to substitute them with alternative goods of equal or better standard and value. In this case:
 - 7.5.1 we will let you know if we intend to do this but this may not always be possible
 - 7.5.2 you can refuse to accept such substitutes, in which case we will offer you a refund or a replacement and let you know how long such an offer remains open for

8 Faulty goods

- 8.1 Your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'), are set out at the top of these terms and conditions. They are a summary of your key rights. For more detailed information on your rights and what you should expect from us, please:
 - 8.1.1 visit our webpage:

8.1.2 contact us using the contact details at the top of this page, or

8.1.3 visit the Citizens Advice website www.adviceguide.org.uk or call 03454
04 05 06

8.2 Nothing in these terms and conditions affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.

8.3 Your legal rights under any Manufacturer's warranty are unaffected

8.4 Please contact us using the contact details at the top of this page, if you want:

8.4.1 us to repair the goods

8.4.2 us to replace the goods

8.4.3 a price reduction

8.4.4 a refund

9 Limit on our responsibility to you

9.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:

9.1.1 losses or damages that:

- (a) were not foreseeable to you and us when your order for goods was accepted by us
- (b) that were not caused by any breach on our part
- (c) that arise from your failure to follow any installation and/or fitting instructions guidance or recommendations made by us in writing in respect of the goods
- (d) arise from the movement of animals and/or livestock on or across the goods after the goods have been installed or fitted

9.1.2 business losses

9.1.3 losses to non-consumers

10 Disputes

10.1 We will try to resolve any disputes with you quickly and

10.2 efficiently. If you are unhappy with:

10.2.1 the goods

10.2.2 our service to you

10.2.3 any other matter

please contact us as soon as possible.

10.3 If you and we cannot resolve a dispute using our internal complaint handling procedure, we will:

10.3.1 let you know that we cannot settle the dispute with you, and

10.3.2 give you certain information required by law about a suggested alternative dispute resolution provider.

10.4 If you want to take court proceedings, the relevant courts in England and Wales will have non-exclusive jurisdiction in relation to the contract made between us for the sale of the goods.

10.5 The laws of England and Wales will apply to the contract made between us for the sale of the goods.

11

Third party rights

11.1 No one other than a party to the contract made between us for the sale of the goods has any right to enforce any of its terms.