



Terms and conditions

April 2024

1. These terms and conditions

1.1 **What these terms and conditions cover.** This page, together with the references described within it, outlines the terms and conditions for the purchase of goods from our website. The business relationship between us and you shall be governed exclusively by the following terms and conditions in the version valid at the time of the order. We supply goods for customers' personal, domestic and private use only. By agreeing to these terms and conditions you confirm that you are acting as a consumer within the meaning of section 1.4 below. If instead you want to understand how we manage your Personal Data, please see our [Privacy Policy](#).

1.2 **The importance of these terms and conditions.** Please read these terms and conditions carefully before submitting an order to us. They explain how we will process your order, deliver goods to you, what to do if you experience a problem, and other important information.

If you think that there is a mistake in these terms and conditions, please [write to us](#).

1.3 **Changes to these terms and conditions.** We reserve the right to make changes to these terms and conditions from time to time, in order to reflect changes in relevant laws and regulations, to implement 'good practice', or to improve the efficiency of our ordering and delivery processes. We will always display the latest version of these terms and conditions and the date they were last updated on this website. The version of the terms and conditions that is displayed on our website at the time you place your order, will be the terms and conditions that apply to you.

1.4 **Definitions.** In these terms and conditions, the following definitions apply:

- **"contract"** means the legal agreement between us and you for the sale of goods in accordance with these terms and conditions;
- **"consumer"** means every natural person who enters into a legal transaction for purposes that predominantly are outside their trade, business or profession;
- **"customer", "you", "your"** means a person who purchases goods from us;

- **“goods”** means the items that are shown on this website and which are available for purchase;
- **“order”** means the selection of goods that you may choose to purchase from this website in a single transaction;
- **“we”, “us”, “our”** means MandM Direct Limited, a company registered in England and Wales with company registration number 05069228, registered office at MandM, 1 Auctioneer Walk, Old Market, Hereford HR4 9HT, United Kingdom, and registered VAT number of GB 299 1526 60; and
- **“writing”, “written”** means all forms of correspondence including emails.

2. Where to find information about us and our goods

Company information: MandM Direct Limited (“MandM”)

Geographical address: MandM, 1 Auctioneer Walk, Old Market, Hereford HR4 9HT

Company number: 05069228

Telephone Number: 01568 619500 (9.00am - 5.00pm Monday to Friday)

E-mail Address: complaints@mandmdirect.com

Available: Monday to Friday - 9am - 7pm, Saturday 9am - 5pm, Sunday 10am - 4pm and Public Holidays (in the UK) 10am - 4pm

VAT number: GB 299 1526 60

You can find everything you need to know about us, MandM Direct Limited, and our goods on our website before you order. We also confirm key information to you in writing after you order by e-mail

3. Placing an order for goods

- 3.1 **Accepting your order.** Your order will be deemed to have been accepted once we confirm it by email, at which point, a contract will come into existence between you and us. When we accept an order, we will assign it a unique number and confirm this to you. Please confirm this number whenever you contact us about your order.
- 3.2 **Out of stock goods.** We take all reasonable care to ensure that goods displayed on our website are currently in stock. However, it is possible that an error may occur from time to time and that out of stock goods may be displayed on our website. We will inform you as soon as practically possible of this. If all goods within an order are out of stock, we reserve the right to cancel that order (see section 7) and provide a full refund. However, if only some goods within an order are out of stock, then we will notify you of those goods, but deliver the rest of the order. We will provide you with a full refund for those goods that are out of stock. You retain the right to cancel the rest of your order in line with section 6.

- 3.3 **We charge you when you order.** Although we charge you for your order at the time you place it, no contract is formed at this point, and section 3.1 above will apply. We accept payment via PayPal, Mastercard, Maestro, Apple Pay, Visa and Visa Debit and American Express where available. We also allow payment via a Buy Now, Pay Later scheme, available from [Klarna](#). Please see the respective information pages for terms and conditions.
- 3.4 **You will own the goods once you have paid for them in full.** However, the goods will not become your responsibility until we have physically delivered them to you, or to another person who you have notified us is permitted to accept delivery on your behalf.
- 3.5 **If we cannot accept your order.** Sometimes we reject orders, for example, because goods are unexpectedly out of stock, the goods were mispriced by us, because you are located outside our delivery areas, as stated on our website and in our Delivery FAQs, if we reasonably believe that you are buying goods from us with the intention of commercially reselling them, if we are unable to meet a delivery deadline that you have specified or your account with us has been suspended or terminated in accordance with these terms and conditions. If we are unable to accept your order, we will inform you of this, and will either not charge you or refund you for goods for which you have already paid in advance.
- 3.6 **Minimum age requirements.** We do not accept orders from persons under the age of 16. By placing an order with us, you confirm that you are at least 16 years old.
- 3.7 **Goods can vary slightly from their images on this website.** The true colour of goods may not exactly match that shown on your device or its packaging may be slightly different.
- 3.8 **Prices.** All prices stated on our website include applicable statutory value added tax (VAT). In addition to the stated prices, we may charge shipping costs for delivery. The shipping costs will be clearly communicated to you on a separate information page and during the ordering process. We take all reasonable care to ensure that prices of goods are shown correctly on our website. However, it is possible that an error may occur from time to time and incorrect prices may be displayed against goods. If a pricing error is identified before we accept your order then we may reject your order as set out in Section 3.5. If a pricing error is identified after we have accepted your order, and that pricing error is obvious and unmistakable and could reasonably have been recognised by you as incorrect, we reserve the right to cancel the order, refund any sums paid, and request the return of any goods already despatched.
- 3.9 **Unlimited Delivery.** If you purchase Unlimited Delivery from us then please see the [Unlimited Delivery Page](#) for more information regarding your contract with us including information regarding the service provided and your rights to cancel.

4. Our right to make changes

4.1 **Changes to goods we can always make.** We can always change goods:

- to reflect changes in relevant laws and regulatory requirements;
- to make minor technical adjustments and improvements.

These changes will not materially alter the goods, or affect your use of them.

4.2 **Withdrawing special offers.** We reserve the right to withdraw any offer, special promotion or promotional code without notice at any time. Purchase contracts which have already been concluded at the time of the withdrawal shall remain unaffected.

5. Delivery

Please see our [Delivery FAQs](#) for more information regarding delivery of your order, as well as details about how you may subscribe to our Unlimited Delivery service. These pages contain important information about how delivery is provided, as well as any exclusions or restrictions that may apply to your order.

5.1 **We are not responsible for delays outside our control.**

If delivery of your order is delayed by an event outside our control, then we will contact you as soon as possible to inform you, and take reasonable steps to minimise the effect of the delay. Provided we do this, we will not be liable for such delay. However, if there is a risk of substantial delay, you can contact our [Customer Service Team](#) to end the contract and receive a refund for any goods you have paid for but not received. Nothing in this section 5.1 affects your statutory rights and you retain the rights to cancel your order as set out in section 6.

5.2 **Completion of delivery.** We need you to provide us with your correct delivery details in order to complete the delivery. We may charge you reasonable costs in case you don't give us the information we've asked for about how we can access your property for delivery.

5.3 **Suspended delivery.** We may suspend the delivery of an order:

- to deal with technical problems or make minor technical changes to the goods;
- to make changes to the goods in order to satisfy relevant laws or regulations; or
- if we reasonably believe that you have failed to comply with these terms and conditions.

We will usually advise you if we will be suspending delivery of your order, unless the problem is urgent or an emergency. If we suspend the delivery of goods for longer than 30 days you can contact our [Customer Service Team](#) to end the contract and we'll refund any sums you've paid in advance for goods that you won't receive. This shall not limit any of your other rights under these terms and conditions.

6. Returns

- 6.1 **Your legal right to change your mind.** For most of our goods you have a legal right to change your mind about your purchase and receive a refund of what you paid for them, including the standard delivery costs. This is subject to some conditions, as set out below.
- 6.2 **When you can't change your mind.** You can't change your mind about an order for:
- goods sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;
 - goods that are made to your specifications or are clearly personalised; and
 - goods which become mixed inseparably with other items after their delivery.
- 6.3 **The deadline for changing your mind.** If you change your mind about any goods you must let us know no later than 14 days after the day we deliver it. If your purchase is split into several deliveries over different days, the period runs from the day after the last delivery.
- 6.4 **How to let us know.** To let us know you want to change your mind fill in the online form at <https://mandmdirect.returns.international/>.
- 6.5 **You have to return the goods at your own cost.** You have to return your goods to us within 14 days of your telling us you have changed your mind. In order to return goods to us, you may arrange return of the goods to us via your own preferred courier service. For further information, please see our [returns guidance](#).
- 6.6 **We only refund standard delivery costs.** We don't refund any extra you have paid for express delivery or delivery at a particular time, and you will not receive any delivery refunds where your order was delivered under the Unlimited Delivery service.
- 6.7 **We reduce your refund if you have used or damaged any goods.** If you handle the goods in a way that goes beyond what is necessary to establish their nature, characteristics and functioning, we reduce your refund, to compensate us for its reduced value. For example, we reduce your refund if the goods' condition is not "as new", price tags have been removed, the product-branded packaging is damaged or accessories are missing. In some cases, because of the way you have treated the goods, no refund may be due.
- 6.8 **When and how we refund you.** If you tell us you've changed your mind about goods that haven't been dispatched we refund you as soon as possible and within 14 days. If you're sending goods back to us we refund you within 14 days of receiving it (or receiving evidence you've sent it to us). We refund you by the method you used for payment. We don't charge a fee for the refund.
- 6.9 **You can cancel an order.** If you wish to cancel an order for any of the reasons below, we will comply and refund you in full for any goods which have not been dispatched. You may also be entitled to compensation. The reasons are:

- there is a risk that supply of the goods may be significantly delayed because of events beyond our control (see section 5.1);
- supply of the goods is suspended for a period of more than 30 days (see section 5.3); or
- we have done something wrong (e.g. an error regarding the size or colour of a good).

6.10 **You have rights if there is something wrong with your goods.** If you think there is something wrong with your goods, you may contact our [Customer Service Team](#) giving your name, order number and a description of what is wrong with the goods. We honour our legal duty to provide you with goods that are as described to you on our website and that meet all the requirements imposed by law. Your legal rights are summarised below. These are subject to certain exceptions. For detailed information please visit the Citizens Information website www.citizensinformation.ie. Remember too that you have several options for resolving disputes with us. (See Section 10).

Summary of your key legal rights

The Consumer Rights Act 2022 states that goods must be of the description, type, quantity and quality, and possess the functionality, compatibility, interoperability and other features, specified in the sales contract. When you conclude a sales contract with us, we are legally obliged to deliver goods that are in conformity with the sales contracts at the time you acquire the goods.

During the expected lifespan of your goods your legal rights entitle you to the following:
Up to 12 months from the time you receive the goods: if your goods are not in conformity with the sales contract, then you have the right to terminate the contract and get a refund or to have the goods brought into conformity with the sales contract through repair or replacement. We can refuse to repair or replace your goods if both repair and replacement would be impossible to carry out or if compared to the alternative remedy, repair and replacement would impose disproportionate costs on us.

7. Our right to cancel an order

7.1 **Cancellation reasons.** We reserve the right to cancel an order, or any goods within an order, for the following reasons:

- your payment is declined by your credit card provider or bank, or you otherwise fail our security procedures;
- all goods in your order are out of stock;
- you do not, within a reasonable time, provide us with information that is necessary for us to process your order;
- you do not, within a reasonable time, allow us to deliver an order to you;
- you are under 16 years old; or
- you do not comply with these terms and conditions.

7.2 **Cancellation refunds.** If we cancel an order for any of the reasons set out in section 7.1, we will refund any money you have paid for goods that we have not provided.

8. Our responsibility for loss or damage suffered by you

8.1 **We don't compensate you for all losses caused by us or our goods.** We're responsible for losses you suffer caused by us breaking this contract unless the loss is:

- **Unexpected.** It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).
- **Caused by a delaying event outside our control.** As long as we have taken the steps set out in section 5.1.
- **Avoidable.** Something you could have avoided by taking reasonable action, including following our reasonable instructions for use.
- **A business loss.** It relates to your purchase of or use of goods for the purposes of your trade, business, craft or profession.

8.2 Please note that nothing in section 8.1 attempts to exclude or limit our liability for the death of or personal injury to you arising from an act or omission by us.

9. Other important terms

9.1 **Transfer rights.** We reserve the right to transfer our rights and obligations under these terms and conditions to another organisation so that a different organisation is responsible for supplying your goods. We will tell you in writing if this happens, and we will ensure that the transfer will not affect your statutory rights or rights under the contract. If you are unhappy with the transfer, you may contact us within 30 days to cancel any outstanding orders, and we will refund you any payments you have made in advance for goods not provided.

9.2 **Nobody else has any rights under this contract.** Any contract of sale is between you and us. No other person shall have any right to enforce any of its terms and conditions.

9.3 **If a court invalidates some of this contract, the rest of it will still apply.** Each of the sections within these terms and conditions operates separately. If any court or other relevant authority decides that any one of them is unlawful, the remaining sections will remain in full force and effect.

9.4 **Even if we delay in enforcing this contract, we can still enforce it later.** We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.

10. Your options for resolving disputes with us

10.1 **Our complaints policy.** If you wish to raise a complaint, you can write to us at **MandM Customer Complaints Department, MandM, 1 Auctioneer Walk, Old Market, Hereford HR4 9HT, United Kingdom** or email complaints@mandmdirect.com, giving your order number and the full details of your complaint. Our customer services team will do their best to resolve any problems you have with us or our goods as per our [complaints policy](#).

10.2 **Resolving disputes without going to court.** If we are unable to resolve your complaint via our internal complaints procedure, you may - at that point only - refer to RetailADR. This is a free-to-use Alternative Dispute Resolution organisation, approved by the Chartered Trading Standards Institute to undertake independent complaints reviews, pursuant to the Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulations 2015. Complaints can be raised to RetailADR in the following ways:

- online, by completing RetailADR's complaints form at www.cdrl.org.uk/retail-adr/; or
- by post, using the RetailADR paper complaints form, which can be downloaded from www.cdrl.org.uk/retail-adr/.

Please be aware that when submitting your complaint, this will be your only opportunity to produce any facts or evidence that you consider relevant to your case. Once you have submitted your complaint, RetailADR will complete an initial assessment and refer the matter to us. Should you have any questions, RetailADR has a dedicated online Support Centre which operates Monday to Friday, 9.00am-5:30pm, available at <https://support.cdrl.org.uk/>. Please be advised that it can take 90 calendar days for a final determination, once RetailADR has received all the information from both us and you.

If throughout this process, you want to better understand your legal rights, you can visit the Citizens Information website www.citizensinformation.ie.

10.3 **You can go to court.** These terms and conditions are governed by English law. As a consumer, you benefit from all mandatory provisions of the law of your country of residence. Nothing in these terms and conditions affects your rights as a consumer to rely on such mandatory provisions of local law. Wherever you live you can bring legal proceedings against us in the English courts. However, if you are deemed to be a consumer under Irish law and have your habitual residence in Ireland you can also bring legal proceedings against us in the Irish courts. We can claim against you in the courts of the country you live in.