

# Mirrors for Training Limited

## TERMS AND CONDITIONS OF SALE

Version: 05/11/2015

Mirrors for Training Ltd. is dedicated to your total satisfaction.

If you have any suggestions or comments please contact us.

### Contact Details:

Mirrors for Training Ltd.  
Units 9-11 Modular Business Park  
Aspley Close  
Four Ashes  
Wolverhampton  
WV10 7DE  
Phone: 01902 791207  
[info@mirrorsfortraining.co.uk](mailto:info@mirrorsfortraining.co.uk)

VAT Registration Number: 976937448

Company Number: 7135655

By purchasing from Mirrors for Training Limited it is assumed that the customer agrees to all terms and conditions. Please contact us in writing before any attempt to deliver/collect occurs to cancel your order if you do not.

All trade marks, product names, brand names, company names, titles, copyrights or logos cited herein are the trade marks, trade names or copyrights of Mirrors for Training Limited

### 1. DEFINITIONS

"Company" means MIRRORS FOR TRAINING LIMITED

"Contract" means the contract for the supply of the goods incorporating these Terms

"Defect" means the condition and/or attributes of the Goods and/or any circumstances which, but for the effect of these Terms would have entitled you to damages.

"Goods" means the goods or when the context permits services to be supplied by us which are the subject of the Quotation, delivery note, invoice and applications for payment or acknowledgement of your order, respectively

"You" and "Your" means you, the purchaser, the person or firm or company to whom the quotation, invoice, delivery note or acknowledgement of order is addressed.

"Terms" means the terms set out in this document

"We" and "Us" and "Our" means Mirrors for Trading Limited

### 2. CONTRACT

- a) All illustrations, data and other information contained in our brochures, catalogues, price lists, technical data sheets or other documents or samples are approximate and (in the absence of fraud by us) shall not constitute representations by Us and shall not form part of the contract.
- b) Quotations are invitations to treat only
- c) These Terms supersede any earlier terms and conditions appearing in our documentation  
By accepting the quotation, You confirm that you are responsible for ensuring that the goods are appropriate for the intended application and their use complies with all local and national legislation, building regulations, standards, codes of practices and any other requirements particularly but without limitation the safety section BS6262 1982 British Standard Code of Practice for Buildings and Building Regulations 1991
- d) Orders may be cancelled only with the agreement of a "Company Signatory" and "You" indemnify us against all costs, claims, losses or expenses incurred as a result of that cancellation.

### 3. CANCELLATION

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- 3.1 No cancellation or variation of the whole or any part of the order by the customer is permitted, except where expressly agreed in writing by a person authorised to sign on behalf of the Company.
- 3.2 The consent of the Company to cancellation or variation of the order shall not in any way prejudice the Company's right to recover from the customer full compensation for any loss or expense arising from such cancellation or variation on an indemnity basis.
- 3.3 Where the goods are returned by the customer without the Company's consent, they will not be accepted for credit.

#### 4. PRICE AND PAYMENT TERMS

- a) We reserve the right to levy the following charges:
  - (i) energy surcharge unless specifically stated in the quotation, which shall be charged at the prevailing rate on the date of invoice; and
  - (ii) additional charges including but not limited to administration charges, still age charges and delivery charges as notified to you at time to time.
- b) Prices listed or quoted are based on costs prevailing at the time when they are given or received. We shall be entitled to adjust the price of goods as at the time of delivery by such amount as may be necessary to cover any increase in costs sustained by us after the date of acceptance of your order and any direct or indirect costs of making, obtaining, handling or supplying the goods.
- c) **Payment is on a PRO FORMA basis, and on receipt of Payment, from YOU, your delivery will be scheduled.**
- d) Quoted prices are based on costs prevailing at the time when they are given or agreed and are exclusive of VAT. The Company
- e) VAT will be added, where applicable, to all invoices at the rate applying at the appropriate tax point.
- f) \*\*\*\* RETENTION OF TITLE \*\*\*\* So long as any monies due to the Mirrors for Training (either under this contract or otherwise) remain unpaid for any reason whatsoever, all property rights in the goods agreed to be sold to the buyer shall, notwithstanding delivery, remain the property of the seller and the seller shall be entitled to recover possession of all such goods.

#### 5. DELIVERY AND RISK

- a) Kerbside Delivery only
- b) Delivery will be affected when the goods leave our premises whether by Us or an independent carrier, or the premises of our suppliers when the goods are delivered direct from our suppliers.
- c) Times and dates for despatch or delivery of goods are not of the essence and are estimates only. We shall not be liable for any damages whatsoever, whether direct or indirect (including liability to any third party) resulting from any delay in delivery of goods or failure to deliver goods in a reasonable time – whether such delay or failure is caused by our negligence or otherwise however arising.
- d) The loading and handling, working or carrying of Your own materials shall be entirely your risk. You are responsible for the loading and unloading of goods and also for any damage to goods during loading and unloading however caused.
- e) The goods shall pass to you on despatch
- f) The customer shall provide, at its own expense, the labour necessary for unloading the goods, such labour to be available during normal working hours on the day notified by the company for delivery.
- g) We may refuse to deliver and/or unloads goods if in our driver's opinion it would be unsafe to do so.
- h) If for any reason you fail to accept delivery of any of the goods when they are ready for delivery or We are unable to deliver the Goods on time because You are not available to take delivery or You change the delivery instructions or the delivery location is inaccessible:
  - (i) risk in the Goods shall pass to You (including for loss or damage caused by Our negligence);
  - (ii) the goods shall be deemed to have been delivered;
  - (iii) We may store the goods until delivery whereupon you shall be liable for all related costs and expenses (including without limitation, storage and insurance)
  - (iv) You will indemnify Us for any costs, loss or damages incurred by Us in this respect.
- i) If goods are delivered on stillages the following shall apply.
  - (i) You must make available to Us for collection any stillages from previous deliveries.
  - (ii) The stillages remain our property and you cannot modify, adapt or use them as storage racks or for any other purpose.

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- (iii) Both wooden and metal stillages form part of the packaging for Our glass products only. They are not lifting equipment therefore you must not use them for lifting glass to any height.
- j) Our liability for damage or breakage from whatever cause shall cease when the glass is delivered.
- i) The customer shall procure the signing of the Company's delivery note as acknowledge of delivery of the goods specified on the delivery note.
- k) The Company will deliver the goods as near as possible to the delivery address as a safe hard road permits. The Company reserves the right to refuse to deliver goods to premises considered at the discretion of the Company to be unsuitable. **Damage to lawns, flower beds, driveways etc. adjacent to a narrow or difficult access route will be the responsibility of the Customer.**
  
- l) We require that you provide legal parking facilities for all Mirrors for Training Ltd vehicles for the duration of the work carried out. If roadside parking is chargeable it is the responsibility of the Customer to provide parking permits or pay for parking as necessary.
- m) We will generally off load the product/s at kerbside and then carry them near to the installation position for the product. We will need unobstructed and safe access to a clear working area for our installation staff adjacent to the installation position for the product.
- n) We do not routinely carry items through a customer's building. With a lot of our products this is not even possible. When we do carry items through a building, as it has been identified as the route for our installers to take, we do not insure against any damages caused as a result of this. Please ensure that your household insurance will cover this. Alternatively the customer can carry the goods for this part of the journey, if in doing so this delays our installation we will charge an additional fee to cover our increased costs.
- o) The maximum distance from the offload point to the installation site shall be no greater than 100 metres.
- p) If items are missing please make a note of this on the delivery note or we will be unable to replace them, we will deliver any missing items within a reasonable timeframe & this is not grounds for cancelling an order.

### 5.1. ADDITIONAL COSTS

5.1 If we attempt a delivery and are unable to do so due to a breach of our delivery terms by the customer then we will make a charge for redelivery which must be paid prior to us carrying out a re-delivery. This charge will represent the true cost of that delivery and will be charged as outlined below in 2.2 assuming our normal methods/vehicles are to be utilised.

5.2 The redelivery costs for orders up to a value of £1000 are:

within 80 miles of the Mirrors for Training Office = £80

within 80-115 miles of the Mirrors for Training Office = £100

within 115-150 miles of the Mirrors for Training Office = £120

The redelivery cost for orders over £1000 in value, or over 150 miles away from Mirrors for Training Ltd depot, will be calculated at the time.

Re-deliveries to Scotland will also carry a surcharge of £200-250.

If we redeliver to you by courier then we will charge you the couriers cost plus packaging.

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5.3 If there are any additional costs associated with any re-delivery due to a change being required to our normal method of delivery as outlined in our delivery terms then this charge will also be given to the customer and payable before such re-delivery takes place.

### 6. INSPECTION

- a) You shall inspect the Goods at the place and time of unloading or collection, but nothing in these Terms shall require you to break packaging and/or unpack goods which are intended to be stored before use.
- b) You must advise Us by telephone immediately and give us written notice within 3 working days of unloading of any claim of short delivery and if You do not give Us notice within that time:
  - (i) the Goods will be deemed to have been delivered in the quantities shown in the delivery documents.
  - (ii) You shall not be entitled, and irrevocably and unconditionally waive any rights, to reject the Goods or claim any damages whatsoever, for short delivery howsoever caused.
- c) Our liability for short delivery is limited to making good the shortage.
- d) (i) Where it is, or would have been, apparent on a reasonable inspection that the Goods are not in conformity with the contract. You must advise Us by telephone immediately and return the Goods to us within 3 working days of delivery in the same condition as they were supplied.
  - (ii) If you fail to give us notice and return Goods to us within that time, the goods will be deemed to have been accepted and You shall not be entitled, and irrevocably and unconditionally waive any rights to reject the goods.

### 7. DEFECTIVE GOODS

- a) In the event that a defect in the goods is discovered by the customer and reported to the company in writing during the period of 4 months from the date of delivery of the goods, which the defect was caused by faulty design or manufacture, the Company will, at its opinion either repair the goods at its own expense, replace the goods or refund the purchase price of the goods, subject in all cases to the return of the Goods (or such of them as it is claimed are defective) to the Company by the Customer, at the Customers expense.
- b) Save as set out in a) all warranties or other terms implied by statute or otherwise shall not apply to this order, including but not limited to those implied by the Sale of Goods Act 1979 (as amended by the Sale and Supply of Goods Act 1994), the Supply of Goods and Services Act 1982 and the Consumer Protection Act 1987.
- c) The Company shall not be liable for any consequential or indirect loss suffered by the customer or any third party in relation to this order and the Customer shall indemnify the Company in respect of any claim of any person in respect of such consequential or indirect loss.
- d) This Clause constitutes the entire liability of the Company under this order, which, in any event, shall not exceed the contract price of the goods.

### 8. GENERAL INFORMATION

- a) The information contained in this site may contain technical inaccuracies or typographical errors. All information made available from within this Website is provided "as is" for information purposes only and without warranty of any kind, either express or implied, including but not limited to, any warranties as to non-infringement, satisfactory quality or fitness for a particular purpose, save in respect of any products ordered from this Website which will be sold subject to the terms and conditions of sale referred to in this Website.
- b) The webmaster of 'mirrorsfortraining.co.uk' and any other persons involved in the management of this Website may make changes in the products and prices described in this Website and to the content of this Website at any time without notice.
- c) Mirrors for Training Limited makes no representations as to the security, quality or propriety of any website which may be accessed through Mirrors for Training Limited Website. Connected websites accessed through Mirrors for Training Limited Website are independent Websites over which Mirrors for Training Limited does not exercise any control, whether financial, editorial or of any other kind and are not in any way endorsed by Mirrors for Training Limited .

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- d) Mirrors for Training Limited will not be liable to you for any direct, indirect, consequential, special or other damage resulting from the transmission from Mirrors for Training Limited Website to your computer systems of viruses, worms, trojan horses or other destructive items, however caused, such damage to include, without limitation, loss of profits, interruption to business, loss of the whole or any part of a programme or any data howsoever stored whether saved on a computer system or otherwise.

### 9. DOWNLOADING AND PRINTING MATERIAL FROM MIRRORS FOR TRAINING LIMITED WEBSITE

- a) All design, text and graphics displayed on Mirrors for Training Limited Website and the selection or arrangement thereof are the copyright of Mirrors for Training Limited or the manufacturer/supplier of the product. You are granted permission to electronically copy and print in hard copy portions this Website for the sole purpose of placing an order with Mirrors for Training Limited or using this Website as a shopping resource. Any other use of materials on this Website (including but not limited to reproduction for purposes other than those noted above and modification, distribution or republication) without the prior written permission of Mirrors for Training Limited is strictly prohibited.
- b) You are responsible for ensuring that all portions of Mirrors for Training Limited Website which you electronically copy or print in accordance with the provisions of these terms and conditions of use which permit such copying and/or printing are free from viruses, worms, trojan horses or other items of a destructive nature.

### 10. PRIVACY OF DATA SUPPLIED BY YOU

- a) Mirrors for Training Limited are committed to ensuring that your privacy is protected. If you place an order with Mirrors for Training Limited via this Website, Mirrors for Training Limited will need to obtain some personal information about you, which is stored on our computer. Mirrors for Training Limited need to know your name, delivery address, e-mail address, telephone number and account number (if any). This information allows Mirrors for Training Limited to fulfil your order and to notify you of the status of your order.
- b) The personal information which you provide us with, together with information on goods that you have ordered from us in the past may be used by Mirrors for Training Limited, for the purpose of notifying you about any special offers or features which may be of interest to you and for related marketing purposes. If you would rather not receive this material, you must notify us accordingly before submitting your personal information. Otherwise, by submitting your information you consent to its use in this way.
- c) We will give you the chance to refuse any marketing email from us in the future, if you wish to do so please e-mail with the subject line 'STOP' to [info@mirrorsfortraining.co.uk](mailto:info@mirrorsfortraining.co.uk)

### 11. HOW WE PROTECT INFORMATION WHICH WE HOLD ABOUT YOU

The Internet is not a secure medium. However, Mirrors for Training Limited will use its reasonable endeavours to keep the personal information it receives about you confidential. Mirrors for Training Limited uses your information only as set out in these terms and conditions of use and will not sell or pass your information on to any third parties for marketing purposes without first obtaining your consent.

### 12. CONSENT TO USE OF YOUR PERSONAL INFORMATION

- a) By submitting your information, you consent to the use of that information as set out in these terms and conditions of use. If Mirrors for Training Limited change its terms and conditions of use, we will post the changes on this page so that you may be aware of them and you will be able to ask us not to use your information for the changed purposes if you so wish.
- b) Because the Internet infrastructure is global, and it is not possible to predict the routes that information sent over the Internet will take, the information you provide may be transferred temporarily via a route which takes it outside the European Economic Area as it passes between you

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and us. By submitting your information you consent to this transfer.

### 13. GOVERNING LAW

If not actually the case, the contract under which you use Mirrors for Training Limited Website shall be deemed to have been made in England and the construction, validity and performance of these terms and conditions of use shall be governed in all respects by English law and the English courts shall have non-exclusive jurisdiction in respect of any dispute between you and Mirrors for Training Limited concerning your use of Mirrors for Training Limited Website.

### 14. LOSSES RESULTING FROM UNAUTHORISED ACCESS TO YOUR DATA

You accept the risk that data transmitted electronically via this Website or otherwise may be intercepted before reaching its intended destination or accessed by unauthorised third parties and may be exploited unlawfully by such third parties. Mirrors for Training Limited does not assume responsibility for guarding against the acts of such third parties and shall not be liable for any direct, indirect, consequential, special or other damage resulting from third parties' interception of or access to data of whatever nature including without limitation personal data, account details and credit and payment card information transmitted by you electronically or otherwise

### 10. CREDIT CARD SECURITY

Our form pages are secured using High Level 128-bit SSL Encryption. Credit card payments are processed by SagePay (formally Protx) using secure servers. All credit card numbers are encrypted in the software when the order is placed and are only decrypted after they reach our computer. They are not held in clear text on any web site. We will seek to verify all card transactions against the cardholders address. We cannot process any card payments over the telephone unless the card is registered to the delivery address.

### 11. INVALIDITY/SEVERABILITY

If any term or other provision of this Agreement is determined to be invalid, illegal or incapable of being enforced by any rule or law, or public policy it will be severed from the Agreement. All other terms and provisions of this Agreement shall nevertheless remain in full force and effect

### 12. **IMPORTANT:**

12.1 Mirrors for Training Ltd products are designed for competent DIY assembly by two or more adults.

2.2 You are embarking on a journey of constructing a long term product for your home and you should allow time to understand and check the instructions, parts and nature of the materials that you will be using, this may take hours to days depending on the size of the project that you are undertaking. The assembly process will vary according to individual abilities and complexity of the project. Any indication given in our website or literature as to time required to assemble a product must be deemed as approximate.

12.3 Please ensure that the products have been physically delivered and check that all parts are present and correct before confirming an assembly date or prior to engaging a third party to carry out the installation so that in the unlikely event that parts may be missing, wrong or damaged you ensure we have reasonable time\* to arrange for delivery of new parts. (\***Please note** that reasonable time would typically be within one to two weeks assuming replacement parts are in stock, however if we have to back order or manufacture parts then the time frame will be longer). Remember that should you choose to use an external person or persons to assemble your products then allow time for them to understand the instructions and the parts delivered to your home. Please note that we have invested a lot of time and knowledge into training our installation teams to ensure a smooth installation of our Arena Mirrors and installation by our engineers is recommended for most of our products. We cannot guarantee our mirror systems when installed by others, who have not had our training and are not aware of our technique.



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12.8 To assemble our mirrored products you will need a reasonable variety of DIY tools, socket set, saw, hammer, drills, level etc to facilitate drilling, nailing, sawing, screwing and checking for square level and plumb assembly and you will have to understand the concept of ensuring that bases are level

12.9 Sizes shown throughout our website are approximations and should be interpreted as such.

Further information is available in various sections of our website in order that you, the paying customer, understand what we have to offer before you purchase.

### **We supply Mirror Products to 'Competent DIY' customers.**

A definition by the Concise Oxford Dictionary of the word '*Competent*' is to be '*Adequately qualified or capable*' to carry out a task.

### ARENA MIRROR INSTALLATION

During the installation of Arena Mirrors, we have to dig holes and excavate ground to install the posts to support the structure that we will mount the Arena Mirrors on to.

We (Mirrors for Training Ltd) are unable to take any responsibility for any loss arising from damage caused to ground/drains/pipes etc

We will use all reasonable endeavours to complete installations of the Arena Mirrors within the time frame estimated. There may be times, however, when it is not possible for us to complete or undertake the work at the time, or by the time stated due to instances beyond our control. An example of this is adverse weather conditions. If this is the case we will ensure that the Order is completed as soon as is reasonably possible.

### Your Responsibility

You will allow us access, during normal working hours to undertake the agreed work described in the Order. In the event that you request any changes to the Order, we reserve a right to make a corresponding amendment to the fees.

In order that we may carry out the Order, you agree to cooperate with us regarding access to the premises, and other reasonable requests relating to the installation.

You will obtain all permission and consents, including, planning permission where necessary

### INSTALLATIONS – Warranty

INSTALLATION OF ARENA MIRROR - We stand behind our work and are proud to offer a 2 year warranty covering all craftsmanship/hardware we use in the construction of our products. Craftsmanship/Hardware includes, mirrors, frames, backing, installation channels.

If at anytime during the 2 year warranty period your Mirrors for Training product you have problems in these areas. If the product cannot be repaired due to a defect in craftsmanship or faulty hardware, we will be happy to replace the item at Mirrors for Trainings discretion. This warranty does not cover damage caused accidental damage unintentional breakage, fire, vandalism, drops, falls or other collisions. **Acts of nature including wind damage and flooding are not covered under warranty.**

(we would still replace and install the Mirrors with a charge of £550.00+ VAT per ARENA MIRROR 8ft x 4ft safety mirror, plus delivery costs)

And if in the event we are called out to replace a mirror that has in our professional opinion been broken due to impact as per above you would also be charged the above fees.

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INSTALLATION OF GYM/WALL MIRRORS - We stand behind our work and are proud to offer a 1 year warranty covering all craftsmanship/hardware we use in the construction of our products. Craftsmanship/Hardware includes, mirrors, frames, backing, installation channels.

If at anytime during the 1 year warranty period your Mirrors for Training product you have problems in these areas. If the product cannot be repaired due to a defect in craftsmanship or faulty hardware, we will be happy to replace the item at Mirrors for Trainings discretion. This warranty does not cover damage caused accidental damage unintentional breakage, vandalism, fire, drops, falls or other collisions. (we would still replace and install the Mirrors with a charge of £250.00+ VAT per 6mm 8ft x 4ft safety mirror, plus delivery costs)

And if in the event we are called out to replace a mirror that has in our professional opinion been broken due to impact as per above you would also be charged the above fees.