

# BUSINESS Terms & Conditions



# HARCOURT MINERALS

## 1. THESE TERMS

**1.1 What these terms cover:** These are the terms and conditions on which we supply our products to you.

**1.2 Why you should read them:** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

**1.3 By accepting these terms you confirm that you are acting in the course of a trade, business or profession.**

**1.4 As a business customer these terms constitute the entire agreement between us** in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

## 2. INFORMATION ABOUT US AND HOW TO CONTACT US

**2.1 Who we are.** We are Harcourt Minerals Limited a company registered in England and Wales. Our company registration number is 13961462. Our postal address is Unit 67 Wallace Way, Tern Valley Business Park, Market Drayton, Shropshire, TF9 3AG (Postal Only). Our VAT registration number is 406055820.

**2.2 How to contact us.** You can contact us by writing to us at the above address, by email to [sales@harcourtminerals.co.uk](mailto:sales@harcourtminerals.co.uk) or by telephoning us on 01630 659898.

**2.3 How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

**2.4 'Writing' includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

## 3. OUR CONTRACT WITH YOU

**3.1 How we accept your order:** Our acceptance of your order will take place when we email you an [order confirmation](#), at which point a contract will come into existence between you and us.

**3.2 If we cannot accept your order:** If we are unable to accept your order, we will inform you of this and will not charge you for our time or product. This might be because:

- a) the product is out of stock;
- b) there are unexpected limits on our resources which we could not reasonably plan for;

- c) we have identified an error in the price or description of the product;
- d) we cannot hold our price until your requested delivery date;
- e) we are unable to meet a delivery deadline you have specified.

**3.3 Your order number:** We will assign an order number to your order and tell you what it is when we send your [order confirmation](#). It will help us if you can tell us the order number whenever you contact us about your order.

## 4. OUR PRODUCTS

**4.1 Products may vary slightly from their pictures.** The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images. Although we have made every effort to be as accurate as possible, all sizes, weights, capacities, dimensions and measurements indicated on our website have a 2% tolerance.

**4.2 Naturally occurring products** that we supply such as sand, gravel, glass media etc. may differ in size, colour or texture. This is caused by natural variations in the products over which we have no control.

**4.3 All pictures and photographs on the website are for a guide only** and samples of our products are available on request.

**4.4 Making sure your measurements are accurate.** Where we have supplied a product on the basis of a capacity that you have specified you are responsible for ensuring that the measurements you provide to us are correct.

## 5. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

## 6. OUR RIGHTS TO MAKE CHANGES

We may change the product to reflect changes in relevant laws and regulatory requirements. If any significant change to the product is required we will notify you before delivery and you can end the contract before the change takes effect and receive a refund for any products paid for but not received.

## 7. PROVIDING THE PRODUCTS

**7.1 All prices are exclusive of VAT** and delivery charges unless stated.

**7.2 All prices shown are based on fully loaded vehicles.** Any part loads will be charged at full delivery rates.

**7.3 Any quotations that we provide are valid for 30 days from the date of quotation, unless otherwise agreed.** Delivery or collection must take place within a reasonable time (at our discretion) from the quotation date (see Clause 7.5).

**7.4 How long delivery will take.** During the order process we will let you know when we will provide the products to you. We will contact you with a delivery date, which will usually be within 3-7 working days.

**7.5 Delivery or collection must take place within a reasonable time (at our discretion) from the quotation date.** Any orders placed after 30 days of receiving a quote may be subject to an increase/decrease in the quote price caused by fluctuations in market prices beyond our control unless otherwise agreed.

**7.6 We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received. For the avoidance of doubt, matters such as a vehicle breakdown or failure, road-works and delays caused by traffic issues will be deemed as being beyond our control.

**7.7 Our products are delivered to you by way of an articulated lorry or rigid lorry.** On occasion, we will use our own van to deliver smaller orders. **You are responsible for ensuring that:**

- a) There is sufficient space for the delivery vehicle to manoeuvre and make the delivery (for example, ensuring we are made aware of any narrow streets or restricted access);
- b) There is sufficient space available for the delivery of the product to be made safely at the delivery address;
- c) The area where the product is to be delivered is flat and level. The area where the product is to be delivered is free from obstruction (such as overhead power cables, parked cars, manhole covers, drains, vegetation etc. as tipping vehicles; vehicles with a crane or vehicles with a tail-lift or Moffett forklift will be used);
- d) The delivery address is suitable for the type of vehicle that will make the delivery;
- e) You inform us of any parking or loading/unloading restrictions applicable at the delivery address.

**7.8 If for any reason the product cannot be delivered at the delivery address** due to breach of these terms, the products will be returned to us. In that case, we will issue you a refund less the delivery charges associated with both the delivery and the return of the product.

**7.9 How products will be delivered/packaged.** Loose products will be delivered via a tipping vehicle. Any bagged products or palletised products will be delivered on an articulated lorry with a maximum gross weight of 44 tonnes; these can be equipped with either a Moffett forklift or a tail lift. Moffett forklift equipped lorries are available for loads of 8 tonnes or more at an additional cost. For orders of less than 8 tonnes, tail lift vehicles will be used and equipped with a pump truck that

can only travel across hard surfaces such as tarmac and concrete and cannot travel across soil, gravel, grass or up and down any kind of slope.

**7.10** Delivery vehicles that are equipped with tail-lifts are not able to lift goods over obstructions such as hedges, fences or walls.

**7.11** The product will be delivered as close as possible to the requested location. Once unloaded, the product then becomes your responsibility (see Clause 7.16).

**7.12** Our delivery drivers will not take a delivery vehicle off the public highway in any circumstances unless this has been agreed by us, in advance, in writing.

**7.13** You agree that you will pay to us additional sums that we may incur by way of parking fines or off-loading parking fines received during the delivery.

**7.14** Upon arrival to the delivery address, the delivery driver will allow up to 15 minutes to commence unloading of the product. Any delay beyond 15 minutes will incur additional charges at a rate of £100.00 plus VAT per hour or part thereof until unloading commences.

**7.15** An authorised person over the age of 18 must be present at the delivery address at the time of delivery.

**7.16** The product will be your responsibility from the time we deliver the product to the delivery address.

**7.17** The goods remain our property until we receive full payment.

**7.18** By signing our proof of delivery docket you agree that the goods delivered are correct and in the appropriate condition. No refunds will be given once the proof of delivery has been signed.

**There is further information regarding the delivery of products and the vehicles that may be used to deliver the products at [Harcourt Minerals - Delivery](#)**

## 8. YOUR RIGHTS TO END THE CONTRACT

**8.1 You can always end your contract with us.** Your rights when you end the contract will depend on, whether there is anything wrong with the product, when you decide to end the contract:

- a) If the product you have purchased is faulty or misdescribed you may have a legal right to end the contract or to get the product replaced or to get some or all of your money back (see Clause 11);
- b) If you want to end the contract because of something we have done or have told you we are going to do (see Clause 8.2);
- c) In all other cases (if we are not at fault) (see Clause 8.3).

**8.2 Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at a) to d) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

- a) we have told you about an upcoming change to the product or these terms which you do not agree to (see Clause 6);
- b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;

- c) there is a risk that supply of the products may be significantly delayed because of events outside our control;
- d) you have a legal right to end the contract because of something we have done wrong.

**8.3 Ending the contract where we are not at fault.** Even if we are not at fault, you can still end the contract before it is completed, but you may have to pay us compensation. A contract for goods is completed when the product is delivered. If you want to end a contract before it is completed where we are not at fault, just contact us to let us know.

- a) **If we have already received payment from you.** The contract will end immediately and we will refund any sums paid by you for products not provided. We will deduct from that refund reasonable compensation for the net costs which we incur as a result of you ending the contract;
- b) **If payment has yet to be received and you have a credit account with us.** The contract will end immediately. We will charge you reasonable compensation for the net costs which we incur as a result of you ending the contract.

The costs referred to in a) and b) above may be related but not limited to the purchasing of stock or delivery costs.

## 9. HOW TO END THE CONTRACT WITH US

**9.1 To end the contract with us,** please email us [sales@harcourtminerals.co.uk](mailto:sales@harcourtminerals.co.uk) or call us on 01630 659898.

**9.2 Returning products after ending the contract.** If you end the contract for any reason after products have been delivered to you then you must call us on 01630 659898 so that we can arrange collection of the products.

**9.3 When we will pay the costs of return.** We will only pay the costs of return:

- a) if the products are faulty or misdescribed;
- b) if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.

In all other circumstances you must pay the costs of return.

**9.4 What we charge for collection.** If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection.

**9.5 How we will refund you.** If you are entitled to a refund under these terms, we will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

**9.6 We will make any refunds due to you within a reasonable time after we have collected the products** from you and inspected the product for any fault. No refund will be given if, upon inspection, we do not accept the fault, and we shall also charge you in those circumstances a reasonable amount to cover all delivery costs, loss of profit and administration time.

## 10. OUR RIGHTS TO END THE CONTRACT

**10.1 We may end the contract if you break it.** We may end the contract for a product at any time by writing to you if:

- a) you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due; or
- b) you do not, within a reasonable time, allow us to deliver the products to you.

**10.2 You must compensate us if you break the contract.** If we end the contract in the situations set out in **Clause 10.1** we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of you breaking the contract. See **Clause 12.6** for late payment detail.

## 11. YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS AS A BUSINESS

**11.1** As you are a business customer we warrant that on delivery any products which are goods shall meet with their description, be of satisfactory quality and fit for their general purpose.

**11.2** Subject to **Clause 11.3**, if:

- a) you give us notice in writing within a reasonable time of discovery that a product does not comply with the warranty set out in **Clause 11.1**;
- b) we are given a reasonable opportunity of examining such product; and
- c) you allow us to collect the product at our cost, we shall, at our option, replace the defective product, or refund the price of the defective product in full.

**11.3** We will not be liable for a product's failure to comply with the warranty in **Clause 11.1** if:

- a) you make any further use of such product after giving a notice in accordance with **Clause 11.2(a)**;
- b) the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the product or (if there are none) good trade practice;
- c) the defect arises as a result of something that you have done;
- d) you alter the product without our written consent; or
- e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.

**11.4** Except as provided in this **Clause 11**, we shall have no liability to you in respect of a product's failure to comply with the warranty set out in **Clause 11.1**.

**11.5** These terms shall apply to any repaired or replacement products supplied by us under **Clause 11.2**.

## 12. PRICE AND PAYMENT

**12.1 Where to find the price for the product.** The price of the product (which excludes VAT) will be the price indicated on either the quotation or the order confirmation. VAT will be shown separately on the document. We take all

reasonable care to ensure that the price of the product advised to you is correct. However please see **Clause 12.3** for what happens if we discover an error in the price of the product you order.

**12.2 We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

**12.3 What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

**12.4 When you must pay and how you must pay.** All products must be paid in full at the time that you receive your proforma invoice unless credit terms apply.

**12.5 You must pay all amounts due to us under these terms** in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

**12.6 We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 8% plus the Bank of England base rate from time to time. This interest shall accrue on a daily basis from the 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.

### 13. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

**13.1** Nothing in these terms shall limit or exclude our liability for:

- a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- b) fraud or fraudulent misrepresentation;
- c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- d) any matter in respect of which it would be unlawful for us to exclude or restrict liability.

**13.2** All terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

**13.3 Subject to Clause 13.1:**

- a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
- b) our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total sum paid by you under such contract.

### 14. HOW WE MAY USE YOUR PERSONAL INFORMATION

**14.1 How we will use your personal information.** We will use the personal information you provide to us:

- a) to supply the products to you;
- b) to process your payment for the products; and
- c) to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us (as per the soft opt-in rule) on [sales@harcourtminerals.co.uk](mailto:sales@harcourtminerals.co.uk).

**14.2** We will only give your personal information to [other] third parties where the law either requires or allows us to do so.

### 15. OTHER IMPORTANT TERMS

**15.1 We may transfer our rights and obligations under these terms to another organisation.** We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

**15.2 You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.**

**15.3 This contract is between you and us.** No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

**15.4 If a court finds part of this contract illegal, the rest will continue in force.** 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.

**15.5 Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

**15.6** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts.

**15.7 These terms were last updated on 18 February 2023.**

# CONSUMER Terms & Conditions



## 1. THESE TERMS

**1.1 What these terms cover:** These are the terms and conditions on which we supply our products to you.

**1.2 Why you should read them:** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

**1.3 By accepting these terms you agree that you are a consumer** (i.e. that you are an individual and are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession). If you are acting in the course of a business then please see our Business Terms.

## 2. INFORMATION ABOUT US AND HOW TO CONTACT US

**2.1 Who we are.** We are Harcourt Minerals Limited a company registered in England and Wales. Our company registration number is 13961462. Our postal address is Unit 67 Wallace Way, Tern Valley Business Park, Market Drayton, Shropshire, TF9 3AG (Postal Only). Our VAT registration number is 406055820.

**2.2 How to contact us.** You can contact us by writing to us at the above address, by email to [sales@harcourtminerals.co.uk](mailto:sales@harcourtminerals.co.uk) or by telephoning us on 01630 659898.

**2.3 How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

**2.4 'Writing' includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

## 3. OUR CONTRACT WITH YOU

**3.1 How we accept your order:** Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.

**3.2 If we cannot accept your order:** If we are unable to accept your order, we will inform you of this and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.

**3.3 Your order number:** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

**3.4 We only sell to mainland UK (consumers).** Our website is solely for the promotion of our products in mainland UK. Unfortunately, we do not accept orders from or deliver to addresses outside the UK unless the order is for the trade (please see Business Terms).

## 4. OUR PRODUCTS

**4.1 Products may vary slightly from their pictures.** The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images. Although we have made every effort to be as accurate as possible, all sizes, weights, capacities, dimensions and measurements indicated on our website have a 2% tolerance.

**4.2 Naturally occurring products that we supply such as sand, gravel, glass media etc. may differ in size, colour or texture.** This is caused by natural variations in the products over which we have no control.

**4.3 All pictures and photographs on the website are for a guide only** and samples of our products are available on request.

**4.4 Making sure your measurements are accurate.** Where we have supplied a product on the basis of a capacity that you have specified you are responsible for ensuring that the measurements you provide to us are correct.

## 5. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

## 6. OUR RIGHTS TO MAKE CHANGES

We may change the product to reflect changes in relevant laws and regulatory requirements. If any significant change to the product is required we will notify you before delivery and you can end the contract before the change takes effect and receive a refund for any products paid for but not received.

## 7. PROVIDING THE PRODUCTS

**7.1 All prices shown on this website are inclusive of VAT** and exclusive of delivery charges unless stated.

**7.2 All prices shown are based on fully loaded vehicles.** Any part loads will be charged at full haulage rates.

**7.3 Any quotations that we provide are valid for 30 days only.** Any orders placed after 30 days of receiving a quote may be subject to an increase/decrease in the quote price caused by fluctuations in market prices beyond our control unless otherwise agreed.

**7.4 How long delivery will take.** During the order process we will let you know when we will provide the products to you. We will contact you with a delivery date, which will usually be within 3-7 working days, but time is not of the essence.

**7.5 If you do not allow us to deliver the products within 14 days** of the date we accept your order, due to market fluctuations this could cause an increase (or decrease) in the price of the product.

**7.6 We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received. For the avoidance of doubt, matters such as a vehicle breakdown or failure, road-works and delays caused by traffic issues will be deemed as being beyond our control.

**7.7** Our products are delivered to you by way of an articulated lorry or rigid lorry. **You are responsible for ensuring that:**

- a) There is sufficient space for the delivery vehicle to manoeuvre and make the delivery (for example, ensuring we are made aware of any narrow streets or restricted access);
- b) There is sufficient space available for the delivery of the product to be made safely at the delivery address;
- c) The area where the product is to be delivered is flat and level. The area where the product is to be delivered is free from obstruction (such as overhead power cables, parked cars, manhole covers, drains, vegetation etc. as tipping vehicles, vehicles with a crane or vehicles with a tail-lift or Moffett forklift will be used);
- d) The delivery address is suitable for the type of vehicle that will make the delivery;
- e) You inform us of any parking or loading/unloading restrictions applicable at the delivery address.

**7.8 If for any reason the product cannot be delivered at the delivery address** due to breach of these terms, the products will be returned to us. In that case, we will issue you a refund less the haulage charges associated with both the delivery and the return of the product;

**7.9 How products will be delivered/packaged.** Loose products will be delivered via a tipping vehicle. Any bagged products or palletised products will be delivered on an articulated lorry with a maximum gross weight of 44 tonnes; these can be equipped with either a Moffett forklift or a tail lift. Moffett forklift equipped lorries are available for loads of 8 tonnes or more at an additional cost. For orders of less than 8 tonnes, tail lift vehicles will be used and equipped with a pump truck that can only travel across hard surfaces such as tarmac and concrete and cannot travel across soil, gravel, grass or up and down any kind of slope.

**7.10** Delivery vehicles that are equipped with tail-lifts are not able to lift goods over obstructions such as hedges, fences or walls.

**7.11** The product will be delivered to the kerbside of the delivery address. Delivery drivers are not permitted to move products to gardens, garages, driveways etc. unless this has been agreed by us in writing.

**7.12** Our delivery drivers will not take a delivery vehicle off the public highway in any circumstances unless this has been agreed by us, in advance, in writing.

**7.13** You agree that you will pay to us additional sums that we may incur by way of parking fines or off-loading parking fines received during the delivery.

**7.14** Upon arrival to the delivery address, the delivery driver will allow up to 15 minutes to commence unloading of the product. Any delay beyond 15 minutes will incur additional charges at a rate of £75.00 per hour or part thereof until unloading commences.

**7.15** An authorised person over the age of 18 must be present at the delivery address at the time of delivery.

**7.16** The product will be your responsibility from the time we deliver the product to the delivery address.

**7.17** The goods remain our property until we receive full payment.

**There is further information regarding the delivery of products and the vehicles that may be used to deliver the products at <https://www.harcourtminerals.co.uk/deliveries>**

## **8. YOUR RIGHTS TO END THE CONTRACT**

**8.1 You can always end your contract with us.** Your rights when you end the contract will depend on, whether there is anything wrong with the product, when you decide to end the contract:

- (a) If what you have bought is faulty or misdescribed you may have a legal right to end the contract or to get the product replaced or to get some or all of your money back. **See Clause 11.**
- (b) If you want to end the contract because of something we have done or have told you we are going to do, **see Clause 8.2.**
- (c) If you are a consumer and have just changed your mind about the product, **see Clause 8.3.** You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods;
- (d) In all other cases (if we are not at fault and you are not a consumer exercising your right to change your mind), **see Clause 8.6.**

**8.2 Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (d) below, the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming change to the product or these terms which you do not agree to (**see Clause 6**).

- (b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed.
- (c) there is a risk that supply of the products may be significantly delayed because of events outside our control.
- (d) you have a legal right to end the contract because of something we have done wrong.

**8.3 Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013).** If you are a consumer then for most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

**8.4 Your right as a consumer to change your mind does not apply** in respect of any products which become mixed inseparably with other items after their delivery.

**8.5 If you are a consumer you have 14 days starting the day after we have delivered the products to you,** or to someone nominated by you to or the delivery address to change your mind unless your goods are split into several deliveries over different days. In this case you have until 14 days after the day we deliver the goods to you, someone you nominate or the delivery address.

**8.6 Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you are not a consumer who has a right to change their mind (see **Clause 8.1**), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for goods is completed when the product is delivered. If you want to end a contract before it is completed where we are not at fault and you are not a consumer who has changed their mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund reasonable compensation for the net costs we will incur as a result of you ending the contract.

## 9. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

**9.1 To end the contract with us,** please let us know by doing one of the following:

- (a) Email us [sales@harcourtminerals.co.uk](mailto:sales@harcourtminerals.co.uk) or call us on 01630 659898.
- (b) Write to us at Unit 67 Wallace Way, Tern Valley Business Park, Market Drayton, Shropshire, TF9 3AG, including details of what you bought, when you ordered or received it, your order number and your name and address.

**9.2 Returning products after ending the contract.** If you end the contract for any reason after products have been delivered to you then you must call us on 01630 659898 so that we can arrange collection of the products.

**9.3 When we will pay the costs of return.** We will pay the costs of return:

- (a) if the products are faulty or misdescribed;
- (b) if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.

In all other circumstances (including where you are a consumer exercising your right to change your mind) you must pay the costs of return.

**9.4 What we charge for collection.** If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection.

**9.5 How we will refund you.** If you are entitled to a refund under these terms, we will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

**9.6 When we may make deduction from refunds if you are a consumer exercising your right to change your mind.** If you are exercising your right to change your mind, we may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

**9.7 We will make any refunds due to you as soon as possible but no later than 14 days after we have collected the products** from you.

## 10. OUR RIGHTS TO END THE CONTRACT

**10.1 We may end the contract if you break it.** We may end the contract for a product at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 5 days of us reminding you that payment is due; or
- (b) you do not, within a reasonable time, allow us to deliver the products to you.

**10.2 You must compensate us if you break the contract.** If we end the contract in the situations set out in **Clause 10.1** we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of you breaking the contract.

## 11. YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS

**11.1** If you are a consumer we are under a legal duty to supply products that are in conformity with this contract. This means that the products we sell must be of satisfactory quality and fit for their general purpose.

For detailed information on your rights as a consumer please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 0800 144 8848.

**11.2** If you reject any of our products on the basis that they are faulty you must arrange for us to collect them and we will pay for the cost of the return. If we collect the products and discover that they are not faulty, we will charge you the cost of collection.

## 12. PRICE AND PAYMENT

**12.1 Where to find the price for the product.** The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct.

**12.2 We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

**12.3 What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

**12.4 When you must pay and how you must pay.** All products must be paid in full at the time that you submit your order. Details of how you can pay are set out on our website.

### 13. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU AS A CONSUMER

**13.1 We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

**13.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products; and for defective products under the Consumer Protection Act 1987.

### 14. HOW WE MAY USE YOUR PERSONAL INFORMATION

**14.1 How we will use your personal information.** We will use the personal information you provide to us:

- (a) to supply the products to you;
- (b) to process your payment for the products; and
- (c) if you agreed to this during the order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.

**14.2** We will only give your personal information to [other] third parties where the law either requires or allows us to do so.

### 15. OTHER IMPORTANT TERMS

**15.1 We may transfer our rights and obligations under these terms to another organisation.** We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

**15.2 You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.**

**15.3 This contract is between you and us.** No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

**15.4 If a court finds part of this contract illegal, the rest will continue in force.** 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.

**15.5 Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

**15.6** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts.

**15.7 Alternative dispute resolution if you are a consumer.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are a consumer and are not happy with how we have handled any complaint, you may want to contact an alternative dispute resolution provider. At present, we are not members of an ADR.

**15.8 We may make changes to these terms.** We may amend these terms from time to time. We recommend that you check them each time you use our website or engage our services to make sure that you are aware and understand the terms that apply at that time.

**15.9 These terms were last updated on 11 April 2022.**