

MAILSPEED MARINE LIMITED
ONLINE CONSUMER SALES TERMS AND CONDITIONS

1. THESE TERMS

- 1.1 These terms and conditions (these **Terms**) tell you information about us and set out the legal terms and conditions on which we supply products (**Products**) listed on our websites; www.mailspeedmarine.co.uk, www.boatfendershop.co.uk, www.deckshoesuperstore.co.uk, and www.watersportsafety.co.uk (each, a **Website**, and together the **Websites**) to you.
- 1.2 These Terms will apply to any contract for the sale of Products by us to you (**Contract**). 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. If you think that there is a mistake in these Terms, please contact us to discuss.
- 1.3 Before placing an order you will be asked to agree to these Terms. If you do not accept these Terms in full, you will not be able to order Products from our Website. Every time you order Products from us, the Terms in force at that time will apply to the Contract between you and us.
- 1.4 The current version of these Terms will be available on the Websites. Please check the Terms on the Websites each time that you order Products from us to ensure that you understand the Terms that apply at the time. We may make changes to these Terms from time to time if, for example, we have made changes to how we accept payment from you, or if there is a change in the law that means we need to change these Terms, but if we do so we will notify you and you may then contact us to end the Contract before the changes take effect and receive a refund for any Products paid for but not received.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 We are Mailspeed Marine Limited, a company registered in England and Wales. Our company registration number is 01625699 and our registered office is at London Road, Sayers Common, West Sussex, BN6 9HS. Our registered VAT number is GB508874516. We own and operate the Websites.
- 2.2 You can contact us by writing to us at fmgretailcs@fridaymediagroup.com or Customer Services, Mailspeed Marine Limited, London Road, Sayers Common, West Sussex, BN6 9HS.
- 2.3 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 When we use the words **writing** or **written** in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

- 3.1 Our acceptance of your order will take place when we email you to accept it, at which point the Contract will come into existence between you and us.

3.2 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 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.

4. OUR PRODUCTS

4.1 The images of the Products on a Website are for illustrative purposes only. Although we have used reasonable efforts 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.

4.2 The packaging of the Product may vary from that shown in images on a Website.

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. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the Contract (see clause 8: Your rights to end the Contract).

6. OUR RIGHTS TO MAKE CHANGES

We may change the Products to reflect changes in relevant laws and regulatory requirements. This might happen, for example, if we are no longer allowed to use a particular material in a particular Product.

7. PROVIDING THE PRODUCTS

7.1 The costs of delivery will be as displayed to you on the relevant Website.

7.2 During the order process we will let you know when we will provide the Products to you. We will deliver them to you as soon as reasonably possible and in any event within 30 days after the day on which we accept your order.

7.3 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.

7.4 If you have asked to collect the Products from our premises, you can collect them from us at any time during our working hours of 09:00 and 17:00 on weekdays (excluding public holidays).

- 7.5 If no one is available at your address to take delivery and the Products cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange delivery or collect the Products from a local depot.
- 7.6 If you do not collect the Products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the Contract and clause 10.2 will apply.
- 7.7 You have legal rights if we deliver any Products late. If we miss the delivery deadline for any Products then you may treat the Contract as at an end straight away if any of the following apply:
- 7.7.1 we have refused to deliver the Products;
- 7.7.2 delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
- 7.7.3 you told us before we accepted your order that delivery within the delivery deadline was essential.
- 7.8 If you do not wish to treat the Contract as at an end straight away, or do not have the right to do so under clause 7.7, you can give us a new deadline for delivery, which must be reasonable, and you can treat the Contract as at an end if we do not meet the new deadline.
- 7.9 If you do choose to treat the Contract as at an end for late delivery under clause 7.7 or clause 7.8, you can cancel your order for any of the Products or reject Products that have been delivered. If you wish, you can reject or cancel the order for some of those Products (not all of them), unless splitting them up would significantly reduce their value. After that we will refund any sums you have paid to us for the cancelled Products and their delivery. If the Products have been delivered to you, you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please email us at fmgretailcs@fridaymediagroup.com, or write to us at Customer Services, Mailspeed Marine Limited, London Road, Sayers Common, West Sussex, BN6 9HS, for a return label or to arrange collection
- 7.10 A Product supplied by us will be your responsibility from the time we deliver it to the address you gave us or you collect it from us. Regardless of clause 7.11, we shall have no responsibility in respect of the safety of such Products after delivery or collection, as the case may be.
- 7.11 You own a Product supplied by us once we have received payment in full, and until paid, we retain the right to repossess the Products.
- 7.12 We may need certain information from you so that we can supply the Products to you, for example, if we need to verify the delivery address. If so, this will have been stated in the description of the Products on the Website. We will contact you to ask

for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the Contract (and clause 10.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the Products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

- 7.13 We may have to suspend the supply of a Product to:
 - 7.13.1 deal with technical problems or make minor technical changes;
 - 7.13.2 update the Product to reflect changes in relevant laws and regulatory requirements;
 - 7.13.3 make changes to the Product as requested by you or notified by us to you (see clause 6).
- 7.14 We will contact you in advance to tell you we will be suspending supply of the Product, unless the problem is urgent or an emergency. If we have to suspend supply of the Product we will adjust the price so that you do not pay for Products while they are suspended. You may contact us to end the Contract for a Product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 14 days and we will refund any sums you have paid in advance for the Product.
- 7.15 If you do not pay us for the Products when you are supposed to (see clause 12.4) and you still do not make payment within seven days of us reminding you that payment is due, we may suspend supply of the Products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the Products. We will not suspend supply of the Products where you dispute the unpaid invoice (see clause 12.5). We will not charge you for the Products during the period for which they are suspended.

8. YOUR RIGHTS TO END THE CONTRACT

- 8.1 Your rights when you end the Contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the Contract:
 - 8.1.1 if what you have bought is faulty or misdescribed you may have a legal right to end the Contract (or to get the Product repaired or replaced or to get some or all of your money back), see clause 11;
 - 8.1.2 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;
 - 8.1.3 if you 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 Products; or
 - 8.1.4 in all other cases (if we are not at fault and there is no right to change your mind), see clause 8.6.

- 8.2 If you are ending the Contract for a reason set out at clauses 8.2.1 to 8.2.5 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:
- 8.2.1 we have told you about an upcoming change to the Product or these Terms which you do not agree to (see clause 1.4 and);
- 8.2.2 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;
- 8.2.3 there is a risk that supply of the Products may be significantly delayed because of events outside our control;
- 8.2.4 we have suspended supply of the Products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 14 days; or
- 8.2.5 you have a legal right to end the Contract because of something we have done wrong (including because we have delivered late (see clause 7.8)).
- 8.3 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 You do not have a right to change your mind in respect of:
- 8.4.1 Products that are made to your specification or are clearly personalised;
- 8.4.2 Products which are liable to deteriorate or expire rapidly;
- 8.4.3 Products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;
- 8.4.4 sealed audio or sealed video recordings or sealed computer software, once these are unsealed after you receive them; and
- 8.4.5 any Products which become mixed inseparably with other items after their delivery.
- 8.5 How long you have to change your mind depends on how your Products are delivered. You have 14 days after the day you (or someone you nominate) receives the Products, **unless**:
- 8.5.1 **your Products are split into several deliveries over different days.** In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery to change your mind about the Products; or
- 8.5.2 **your Products are for regular delivery over a set period.** In this case you have until 14 days after the day you (or someone you nominate) receives the first delivery of the Products.

8.6 Even if we are not at fault and you do not have a right to change your mind (see clause 8.1), you can still end the Contract before it is completed, but you may have to pay us compensation. The Contract is completed when the Product is delivered and paid for. If you want to end the Contract before it is completed where we are not at fault and you have not changed your 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 (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your 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:

9.1.1 **Email.** Email us at fmgretailcs@fridaymediagroup.com. Please provide your name, home address, details of the order and, where available, your phone number and email address.

9.1.2 **Online.** Complete the ~~Cancellation~~[cancellation](#) form [INSERT LINK TO ONLINE FORM](#) on the Website

9.1.3 **By post.** Print off the ~~Cancellation form~~[INSERT LINK TO PRINTABLE FORM cancellation form](#) and post it to us at the address stated under clause 2.2 and include details of what you bought, when you ordered or received it and your name and address.

9.2 If you end the Contract for any reason after Products have been dispatched to you or you have received them, you must return them to us. You must either post the Products back to us at the address stated under clause 2.1 or (if they are not suitable for posting) allow us to collect them from you. Please email us at fmgretailcs@fridaymediagroup.com for a return label or to arrange collection. If you are exercising your right to change your mind you must send off the Products within 14 days of telling us you wish to end the Contract.

9.3 We will pay the costs of return:

9.3.1 if the Products are faulty or misdescribed; or

9.3.2 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 exercising your right to change your mind) you must pay the costs of return.

9.4 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 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 If you are exercising your right to change your mind:
- 9.6.1 we may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the Products, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the Products and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount; and
- 9.6.2 the maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a Product within 3-5 days at one cost but you choose to have the Product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.
- 9.7 We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:
- 9.7.1 if we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the Product back from you or, if earlier, the day on which you provide us with evidence that you have sent the Product back to us. For information about how to return a Product to us, see clause 9.2; and
- 9.7.2 in all other cases, your refund will be made within 14 days of your telling us you have changed your mind
- 10. OUR RIGHTS TO END THE CONTRACT**
- 10.1 We may end the Contract for a Product at any time by writing to you if:
- 10.1.1 you do not make any payment to us when it is due;
- 10.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Products; or
- 10.1.3 you do not, within a reasonable time, allow us to deliver the Products to you or collect them from us.
- 10.2 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 your breaking the Contract.
- 10.3 We may write to you to let you know that we are going to stop providing a Product. We will let you know at least 14 days in advance of our stopping the supply of the Product and will refund any sums you have paid in advance for Products which will not be provided.
- 11. IF THERE IS A PROBLEM WITH THE PRODUCTS**
- 11.1 If you have any questions or complaints about the Products you have ordered from us, please contact us. You can write to us at fmgretailcs@fridaymediagroup.com or the address stated under clause 2.2.

- 11.2 We are under a legal duty to supply products that are in conformity with the Contract. See the box below for a summary of your key legal rights in relation to the Product. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

The Consumer Rights Act 2015 says products must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of the Product your legal rights entitle you to the following:

- up to 30 days: if your Product is faulty, then you can get an immediate refund.
- up to six months: if your Product can not be repaired or replaced, then you are entitled to a full refund, in most cases.
- up to six years: if your Product does not last a reasonable length of time you may be entitled to some money back.

See also clause 8.3.

See also Exercising your right to change your mind (Consumer Contracts Regulations 2013).

- 11.3 If you wish to exercise your legal rights to reject Products you must either post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please email us at fmgretailcs@fridaymediagroup.com for a return label or to arrange collection.

12. PRICE AND PAYMENT

- 12.1 The prices for the Products (which include VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the prices advised to you are 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 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 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 Products provided to you.

12.4 We accept payment with Visa, MasterCard, American Express, PayPal, Solo and Maestro. You must pay for the Products before we dispatch them. We will not charge your credit or debit card until we dispatch the Products to you.

12.5 If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

13. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

13.1 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 the 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 as summarised at clause 11.2.

13.3 We only supply the Products for domestic and private use. If you use the Products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13.4 We will not be liable to you (or any other user of the Websites) for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with use or inability to use the Websites or reliance on the content displayed on the Websites.

13.5 Some of the Products we sell to you may come with a manufacturer's guarantee. For details of the applicable terms and conditions, please refer to the manufacturer's guarantee provided with the Products. If you are a consumer, a manufacturer's guarantee is in addition to, and does not affect, your legal rights in relation to Products that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

14. HOW WE MAY USE YOUR PERSONAL INFORMATION

14.1 Amongst other things, we will use the personal information you provide to us:

14.1.1 to supply the Products to you;

14.1.2 to process your payment for the Products; and

14.1.3 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 For full details as to how we each use your personal information, please read our privacy notice ~~insert hyperlink~~.

15. OTHER IMPORTANT TERMS

15.1 We may transfer our rights and obligations under these Terms to another organisation but we will ensure that this will not affect your rights under these Terms. You may only transfer your rights or your obligations under these Terms to another person if we agree to this in writing.

15.2 The Contract is between you and us. No other person shall have any rights to enforce any of its terms.

15.3 Each of the clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

15.4 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 the 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.

15.5 These Terms are governed by English law and you can bring legal proceedings in respect of the Products in the English courts. If you live in a country other than England you can bring legal proceedings in respect of the Products in either courts in the country in which you live or the English courts.

15.6 Alternative dispute resolution. 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. You may submit a dispute for online resolution to the European Commission Online Dispute Resolution platform.

MAILSPEED MARINE LIMITED

~~17 MAY~~ 25 JUNE 2018

Model Cancellation Form

(Complete and return this form only if you wish to withdraw from the contract)

To Mailspeed Marine Limited, London Road, Sayers Common, West Sussex, BN6 9HS
fmgretailcs@fridaymediagroup.com

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/for the supply of the following service [*],

Ordered on [*/received on [*,

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate
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