

Terms & conditions of TitonDirect.co.uk

These terms and condition govern the relationship between you and us when you use this website, and when you purchase products using this website.

There are two sections:

- Terms and conditions related to your use of the website
- Terms and conditions related to your purchase of products using the website

Please read them carefully. By accessing or using this website, you agree to be bound by the terms and conditions set out below. If you do not wish to be bound, please leave this website immediately.

Definitions

"**Conditions**" means these terms and conditions;

"**Contract**" means a contract for the sale of Products subject to these Conditions;

"**Product**" means a product displayed for sale on the Website;

"**Product Description**" means that part of the Website where information and technical details in respect of the individual Product are provided;

"**Users**" means the users of the Website collectively;

"**Personal Information**" means the details provided by you in the course of creating a user account or making a purchase as a guest;

"**We/us**" means Titon Hardware Limited, a company registered in England with company number 1071731 and whose registered address and head office is at International House, Peartree Road, Stanway, Colchester CO3 0JL (and whose manufacturing address is at Falconer Road, Haverhill, Suffolk CB9 7XU);

"**Website**" means the website located at www.titondirect.co.uk or any subsequent URL which may replace it;

"**Cookies**" means small text files which our Website places on your computer's hard drive to store information about your shopping session and to identify your computer;

"**You**" means a user of this Website.

Use of the web site

1. Access

You are provided with access to this Website in accordance with these Conditions and any orders placed by you must be placed strictly in accordance with these Conditions.

2. Intellectual property and right to use

You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all material or content supplied as part of the Website shall remain at all times vested in us or our licensors. You are permitted to use this material only as expressly authorised by us or our licensors. You acknowledge and agree that the material and content contained within the Website is made available for your personal non-commercial use only and that you may (if necessary to make a purchase) download such material and content onto only one computer hard drive for such purpose. Any other use of the material and content of the Website is strictly prohibited. You agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and/or content.

3. Compliance with laws

The Website may be used only for lawful purposes and in a lawful manner. You agree to

comply with all applicable laws, statutes and regulations regarding the Website and any transactions conducted on or through the Website.

4. Limitation of liability

While we will use reasonable endeavours to verify the accuracy of any information we place on the Website, we make no warranties, whether express or implied in relation to its accuracy. The Website is provided on an "as is" and "as available" basis without any representation or endorsement made and we make no warranties of any kind, whether express or implied, in relation to the Website, or any transaction that may be conducted on or through the Website including but not limited to, implied warranties of non-infringement, compatibility, security, accuracy, conditions of completeness, or any implied warranty arising from any course of dealing or usage or trade.

We make no warranty that the Website will meet your requirements or will be uninterrupted, timely or error-free, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, and reliability of the Website. We will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the Website.

5. Registration

You warrant that the Personal Information which you are required to provide when you create a user account is true, accurate, current and complete in all respects and that before or when making any subsequent purchases you will review and if necessary update your user profile. You agree not to impersonate any other person or entity or to use a false name or a name that you are not authorised to use.

6. Indemnity

You agree fully to indemnify, defend and hold us and our officers, directors, employees, agents and suppliers harmless immediately on demand from and against all claims, liability, damages, losses, costs and expenses, including reasonable legal fees, arising out of any breach of these Conditions by you or any other liabilities arising out of your use of this Website, or the use by any other person accessing the Website using your shopping account and/or your Personal Information.

7. Our rights

We reserve the right to:

- modify or withdraw, temporarily or permanently, this Website (or any part thereof) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Website; and/or
 - change the Conditions from time to time, and your continued use of the Website (or any part thereof) following such change shall be deemed to be your acceptance of such change.
- It is your responsibility to check regularly to determine whether the Conditions have been changed. If you do not agree to any change to the Conditions then you must immediately stop using the Website.

8. Provision of information to authorities

You should be aware that if we are requested by the police or any other regulatory or government authority investigating suspected illegal activities to provide your Personal Information and /or User Information, we are entitled do so.

9. Cookies

We use Cookies to keep track of your current shopping session to personalise your experience and so that you may retrieve your shopping basket at any time - if you do not accept Cookies you will be unable to use this Website.

Purchase of products

1. Description of products

Each Product purchased is sold subject to its Product Description which sets out additional information related to that Product including, without limitation, terms and conditions concerning estimated delivery dates and times, warranties and guarantees.

We will take all reasonable care to ensure that all details, descriptions and prices of Products appearing on the Website are correct at the time when the relevant information was entered onto the system. However, the Website may not always accurately reflect the correct details at the moment at which you place your order. We cannot confirm the price of a Product until your order is accepted in accordance with our order acceptance policy (see clause 4 below).

2. Limitation of Liability for sale of products

We will not be liable, in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise out of or in connection with the Conditions for:

- any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings); or
- use or installation of any Products otherwise than for the purposes and within the technical parameters set out in the relevant product manuals, user guides, fixing instructions or equivalent documents related to such Product and accessible for viewing and downloading from the Website; or
- any loss of goodwill or reputation; or
- any special or indirect losses suffered or incurred by that party arising out of or in connection with the provisions of any matter under the Conditions;
- shortages in quantity delivered unless you notify us of any such claim within 5 days of receipt of the Products;
- damage to or loss of the Products or any part thereof in transit (where the Products are carried by our own transport or by a carrier on our behalf) unless you notify us of any such claim within 5 days of receipt;
- defects in the Products caused by any act, neglect or default by you or of any third party;
- other defects in the Products unless notified to us within 1 month of receipt of the Products by you or where the defect would not be apparent on reasonable inspection within 12 months of delivery.

We may at our option make good any shortage or non-delivery and/or as appropriate replace or repair any Products found to be damaged or defective. Products shall be returned to us when we so require carriage paid.

Nothing in these Conditions shall exclude or limit our liability for death or personal injury resulting from our negligence or that of our officers, agents or employees.

3. Warranties

Goods sold by us are warranted free from defects in material and workmanship for a period of 12 months from the date of delivery, unless otherwise specified in the Product Description. Subject to the foregoing all conditions warranties and representations expressed or implied by statute common law or otherwise in relation to the Products are hereby excluded to the fullest extent permissible under applicable law, and we shall be under no liability to you for any loss damage or injury direct or indirect resulting from defective material faulty workmanship or otherwise howsoever arising and whether or not caused by our negligence or that of our employees or agents. This does not affect your statutory rights as a consumer.

4. Our contract

For the steps you need to take to place an order on our Website, [please see our How to Order page.](#)

Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process. Liability is not accepted by us for any inaccuracy in orders when placed online. You shall at all times ensure that the terms of your order are complete and accurate.

After you place an order, you will receive an email from us acknowledging that we have received your order. However, please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described below.

We will confirm our acceptance to you by sending you an email that confirms that the Products have been dispatched (the "Dispatch Confirmation"). The Contract between us will only be formed when we send you the Dispatch Confirmation.

If we are unable to supply you with a Product, for example because that item is not in stock or no longer available, we will inform you of this by email and we will not process your order. If you have already paid for the Product, we will refund you the full amount as soon as possible.

5. Your consumer right of return and refund

This clause only applies if you are a consumer.

If you are a consumer, you have a legal right to cancel a Contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 during the period set out below. This means that during the relevant period if you change your mind or for any other reason you decide you do not want to keep the Products, you can notify us of your decision to cancel the Contract and receive a refund.

Your legal right to cancel a Contract starts from the date of the Dispatch Confirmation, which is when the Contract between us is formed. If the Products have already been delivered to you, you have a period of 14 (fourteen) calendar days in which you may cancel, starting from the day after the day you receive the Products. Working days means that Saturdays, Sundays or public holidays are not included in this period.

To cancel a Contract, please contact us to tell us by sending an email to sales@titondirect.co.uk or please contact our Customer Services telephone line on +44 (0) 1206 713801. Alternatively you can complete and send to us the [model cancellation form which can be found here.](#)

You will receive a full refund of the price you paid for the Products and we will process the refund as soon as possible but in any event within 14 calendar days of the day on which you gave us notice of cancellation or, if the Products have already been delivered to you, no later than 14 calendar days after the day on which we receive the Products back from you (or, if earlier, evidence that you have returned the Products to us). We refund you on the credit card or debit card you used to pay. If the Products were delivered to you, you must return the Products to us as soon as reasonably practicable in their original condition and packaging. Unless the Products are faulty or not as described, you will be responsible for the cost of returning the Products to us.

If you have returned the Products because they are faulty or not as described, we will refund the price of the defective Products in full, with any applicable delivery charges.

6. Payment

Prices may change from time to time, but changes will not affect any order which we have confirmed with a Dispatch Confirmation.

Payment in full is required on placing your order. [Delivery charges are extra and costs can be viewed on our Delivery page](#). All credit/debit card holders are subject to validation checks and authorisation by the card issuer. If the issuer of your credit/debit card refuses to authorise payment to us, your order will not be accepted and we will not be liable for any delay or non-delivery.

7. VAT

Unless otherwise agreed, the price and any other sums due to us under the Contract are inclusive of Value Added Tax. Any other tax or levy which may be applicable will be charged extra and will be payable at the same time as the sums to which it relates.

8. General

8.1 Severance

If any part of the Conditions shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from the Conditions and shall not affect the validity and enforceability of any of the remaining provisions of the Conditions.

8.2 Waiver

No waiver by us shall be construed as a waiver of any proceeding or succeeding breach of any provision of the Conditions.

8.3 Survival

Each provision of the Conditions shall be construed as separately applying and surviving even if for any reason one or other of those provisions is held to be inapplicable or unenforceable in any circumstances.

8.4 Force majeure

We shall not be liable to you for any loss or damage which may be suffered by you as a direct or indirect result of the supply of goods by us being prevented hindered delayed or rendered uneconomic by reason of circumstances or events beyond our reasonable control including but not limited to Act of God, war, riot, strike, lock-out, trade dispute, or labour disturbance, accident, break-down of plant or machinery, fire, flood, storm, difficulty of increased expense in obtaining workmen, materials or transport, or other circumstances affecting the supply of the goods, or of raw materials therefor by our normal source of supply of the manufacture of the goods by our normal means or the delivery of the goods by our normal route or means of delivery and, if all or any part of the Contract becomes impossible to perform or otherwise frustrated.

We will nevertheless be entitled to reasonable remuneration for Products supplied until that occurs. If due to such events or circumstances we have insufficient stocks to meet all our commitments we may apportion available stocks between our customers at our sole discretion.

9. Entire agreement

These Conditions govern our relationship with you. Any changes to these Conditions must be in writing and signed by both parties. In this way, we can avoid any problems surrounding what we and you are expected to do. You confirm that, in agreeing to accept the Conditions,



you have not relied on any representation save insofar as the same has expressly been made a term of these Conditions and you agree that you shall have no remedy in respect of any representation. Your Statutory Rights are not affected by these terms and conditions. Nothing in this clause shall limit or exclude our liability in respect of any fraudulent or negligent misrepresentation whether or not such has become a term of the Conditions.

10. Law

The Conditions shall be governed by and construed in accordance with the laws of England and you irrevocably submit to the exclusive jurisdiction of the courts of England.