

# Terms & Conditions

## 1. Our Contract

1. These Terms and Conditions govern the supply of goods sold by AMF Services (Bedford) Ltd of 40 Rectory Lane, Houghton Conquest, Bedford, Bedfordshire, MK45 3LD (“we” and “us”) to the customer (“you”).  
Our VAT number is GB 491 2380 47
2. All orders placed by you and purchases of goods from us (whether in-store, by telephone, via our website or by such other means as we may permit) are on the basis of these Terms and Conditions and are subject to acceptance by us either (*as applicable*):
  1. delivering the goods to you; or
  2. providing the goods you have purchased to you at the trade counter, at which point a legally binding contract is constituted between us.
3. The processing of your payment and acknowledgement of your order does not constitute legal acceptance of your order.

## 2. Ordering

1. On our website, you may place an order to purchase a product advertised for sale by following the on-screen prompts after clicking on the item(s) you wish to purchase. You will have an opportunity to check and correct any input errors in your order up until the point at which you place your order.
2. All orders placed by you and purchases of goods by you from us are subject to acceptance by us (as described in clause 1.2). We may choose not to accept your order or purchase for any reason and will not be liable to you or to anyone else in those circumstances.
3. Where we accept your order, we have a legal duty to supply goods that are in conformity with these Terms and Conditions.
4. All product information contained on this website is correct to the best of our knowledge, generally supplied by the manufacturer, and is provided in good faith.
5. Spare parts
  1. When ordering spare parts via this website, it is your responsibility to ensure that you are ordering the correct part(s) for your machine(s). Exploded parts diagrams are provided, as supplied by the manufacturer, in good faith as a guide for some machines, but we accept no responsibility for incorrect parts ordered via this website.
  2. Any special order parts will be clearly marked as such at the point of adding to basket, on the checkout page and order confirmation page. These items are not part of our standard

catalogue and will be subject to additional processing time to enable us to order them from our suppliers. They will also incur a 25% re-stocking fee if returned, unless faulty.

3. We will aim to dispatch all orders containing special order parts within 3 working days, although this will be subject to supplier availability.

### 3. Price & Payment

1. The price payable for the goods you order or purchase is as set out in store and on our website at the time you submit your order, plus any charges for delivery as advised to you. All prices are displayed with and without the current applicable VAT rate.
2. Occasionally, we advertise goods at a promotional price; if applicable, you must quote the relevant promotion code, otherwise you may be charged the full price
3. Occasionally an error may occur and goods may be incorrectly priced, in which case we will not be obliged to supply the goods at the incorrect price or at all. We will (*at our discretion*) either cancel your order and refund the price you have paid or use reasonable endeavours to contact you and ask you whether you wish to continue with the order at the correct price. If we are unable to contact you or you do not wish to continue with the order at the correct price, we will cancel your order and refund the price you have paid
4. We must receive payment for the whole of the price of the goods you order and purchase, and any applicable charges for delivery, before your order can be processed, unless we have agreed otherwise in advance in writing.
5. For website orders, payment can be made by most major credit or debit cards or PayPal, by completing the relevant details on the checkout page.
6. By using a credit/debit card to pay for your order or purchase, you confirm that the card being used is yours or that you are authorised to use it.
7. All credit/debit card holders are subject to validation checks and authorisation by the card issuer. If the issuer of the card refuses to authorise payment we will not accept your order or purchase, we will not be obliged to inform you of the reason for the refusal, and we will not be liable for the item not being delivered or provided to you. We are not responsible for the card issuer or bank charging the holder of the card as a result of our processing of your credit/debit card payment in accordance with your order or purchase.
8. We recommend that you do not communicate your payment card details to anyone, including us, by email. Subject to clause 8.5, we cannot be responsible for any losses you may incur in transmitting information to us by internet link or by email. Any such loss shall be entirely your responsibility
9. If you are a trade customer, you are responsible for all orders placed by your employees and for any purchases made on cards issued to you or attributed to your Trade Account and we are not bound by any individual order limit you may impose on your employees

10. If you are a trade customer, you may not withhold payment of any invoice or other amount due to us by reason of any right of set off or counterclaim, which you may have, or allege to have
11. We shall be entitled at all times to set off any debt or claim which we may have against you against any sums due from us to you
12. The format of our invoice and statements to you will solely be dictated by us and we will not enter into any variation of our format unless any proposed variations are requested in writing at least six months in advance and expressly agreed by us
13. If you require your machine to be assembled and tested in store, there will be a charge. Please speak to a member of staff for further information

#### 4. Delivery & Title

1. Unless you choose to collect the goods from our trade counter and except in exceptional circumstances (as contemplated in clause 11), we aim to deliver the goods in accordance with your order usually within **3 to 5 working days** (except in exceptional circumstances) but not more than 30 days after the day you place your order, unless otherwise agreed between you and us, subject always to clauses 5 and 11. We reserve the right to deliver an order in instalments by separate delivery shipments. **Cost of shipping will be provided at time of checkout.**
2. Before placing your order, please refer to the delivery options set out on our website to ensure that we can deliver to your address. A valid signature may be required on collection or delivery. In the unlikely event that you have not received all the goods within the stated delivery time, you must notify us immediately.
3. For reasons of health and safety and to avoid any property damage, items dispatched via a pallet delivery service can only be delivered to the exterior of a ground floor location at the delivery address and on to hard standing. You must therefore make your own arrangements at your own risk if the relevant item needs to be transported from the delivery location. We will not provide any unpacking, installation, fitting or waste removal services upon delivery unless otherwise agreed by us in writing.
4. You must do all that you reasonably can to enable delivery to take place at the given time and place. If you delay delivery, or delivery fails because you have not taken appropriate steps, we will try to arrange for an alternative delivery date within 30 days of the failed delivery. If delivery fails as a result of circumstances within your reasonable control, the cost of any re-delivery shall be borne by you. If we are unable to arrange a date for re-delivery we may cancel your order and refund to you the price that you have paid for the goods, less the failed delivery costs.
5. Without prejudice to clause 4.4, upon delivery of the goods to you or collection of the goods by you, the goods shall be at your risk and responsibility. In spite of delivery or collection, ownership (also known as "title") in the goods shall not pass to you until you have paid the price for the goods in full and, where other sums payable to us from you are overdue, you have paid those sums too. Until title in the goods

passes from us to you, you shall: (i) not be entitled to use the goods; (ii) safely hold the goods for us; (iii) return the goods to us immediately if we ask you to; and (iv) be liable to us for any loss, damage or destruction of the goods. In addition, until title in the goods passes from us to you, you shall store the goods at your own cost separately from all other goods in your possession and marked in such a way that they are clearly identified as our property. You grant us an irrevocable licence to enter, with or without vehicles, any of your premises for the purpose of inspecting or repossessing the goods.

#### 5. Availability

1. All goods are subject to availability. While we endeavour to hold sufficient stock to meet all orders and purchases, if we have insufficient stock to supply or deliver the goods ordered and paid for by you, we will attempt to contact you using the details you have provided to us to ask you how you wish to proceed. We may, at our discretion, process any part of the order which is available.

#### 6. Manufacturer's Warranties & Guarantees

1. Some of our goods are sold with a manufacturer's warranty, guarantee or similar assurance (please see the relevant product description on our website for further details). Any complaint, query or claim under a manufacturer's warranty, guarantee or similar assurance must be made direct to the manufacturer and we do not have any responsibility or liability under or in connection with any such warranty, guarantee or assurance.
2. Any manufacturer's warranty, guarantee or similar assurance applies in addition to your legal rights if you are a consumer.

#### 7. Cancellation, Returns & Refunds

##### 1. Cancellation

1. Until the point it is dispatched, you may cancel your order by contacting us using the details set out below at clause 14 and quoting your order or invoice number. If your order has already been dispatched before we receive your notice of cancellation, it will be processed as a return.

##### 2. Exchanges and returns

1. You may return items to us for exchange or refund, by giving us notice of return, within 28 days of purchase and the items must be unwashed, unworn, in the original packaging and in a re-saleable as new condition.
2. You will lose your right to return or exchange the goods after the expiry of the 28 day period referred to in clause 7.2.1 (this does not affect your rights if there is any problem with the goods).
3. To exercise your right to return, you may inform us of your decision to cancel by post, phone or email using the contact details set out below at clause 14. You may also inform us in store at our trade counter. If you are making a return because of any problem with the goods, please notify us of the problem at the time of indicating your intention to return.
4. We reserve the right to make a deduction from the amount of the refund for loss in value of the goods returned, where the goods show signs of unreasonable use; for these purposes,

unreasonable use includes handling the goods beyond what is necessary to establish the nature, characteristics and functioning of the goods. We may withhold any refund until we have received the goods or you have supplied proof of return for the goods.

5. Where you are returning an incorrectly-supplied product, we will cover the cost of returning the item(s) via Fedex Recorded Delivery (please do not send them via Special Delivery), up to the value of £10. If the postage costs will be greater than £10, you should contact us using the details set out below at clause 14 and we will arrange for the item(s) to be collected.
  6. If you are returning goods for exchange, where the goods were neither incorrectly-supplied nor faulty, we will not be liable for your postage costs. If your order originally qualified for free postage, any refund will exclude the original postage cost; exchanges will incur the cost of posting the replacement item(s) to you. In this instance, we may offer a courier 'swap-out' service where the exchanged goods will be collected and the replacement items delivered at the same time, for a set fee of £15.00 +VAT. If you wish to take advantage of this service, please indicate this on the returns form when giving notification of your intention to return goods. We will contact you as part of the returns process to arrange any necessary payment.
  7. Your right of return or exchange does not apply to goods that are cut or mixed to your requirements, made to measure, made to your specifications or clearly personalised. Your right of return does not apply to goods which are not suitable for return due to health protection or hygiene reasons, if you have opened the product packaging after delivery or collection.
  8. If you are returning goods for refund or exchange, where the goods were neither incorrectly-supplied nor faulty and do not form part of our standard stock catalogue, we reserve the right to impose a 15% handling fee. As indicated in clause 5.2, special order spare parts items will be subject to a 25% re-stocking fee if returned without fault.
  9. We will refund you using the same means of payment as you used to pay for your order or purchase.
  10. Upon giving notice of your intention to return goods, you must return the goods to us (together with the original packaging) without undue delay and in any event within 14 days after the day of notification and within 28 days of purchase (as indicated in clause 7.2.1) at your cost (subject to clause 7.2.5), unless we agree that you may dispose of them, in which case please comply with the manufacturer's instructions before disposing of hazardous goods. You must return goods with all components and also any promotional items received (including free gifts) or discounted additional products.
3. Faulty Goods
1. Where the goods are being returned because they are faulty, we will meet the cost of return delivery but we ask that you allow us

to nominate the carrier. Your right to return goods in these circumstances is not limited to the 28 day period in clause 7.2.1.

2. Without prejudice to your right to cancel orders generally under this clause 7, if you have notified us of a problem with the goods within 28 days of delivery or collection, we may at our option either offer to make good any shortage or non-delivery; replace or repair any goods that are damaged or defective upon delivery or collection; or cancel the order (or part of the order affected) and refund to you the amount paid by you for the goods in question.
3. If an item develops a fault after 28 days following delivery or collection, and where the manufacturer has provided a helpline, repair service or warranty, you should contact the manufacturer direct. If there is no such service or warranty with the product, in most instances we will either offer a repair or where this is not possible we will replace the item with the same or an equivalent model.

#### 4. Legal Rights as a Consumer

1. The provisions of this clause 7 do not affect your legal rights if you are a consumer.

#### 8. Liability

1. If you purchase goods from us as a consumer (which means anyone who acts outside the course of their business, trade or profession), to the extent not prohibited by law, we accept no liability for any:
  1. loss which is not foreseeable (loss is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time you and we entered into our contract);
  2. loss which arises when we are not at fault or in breach of these Terms and Conditions; and
  3. business loss (which includes loss of profits, loss of business, contracts, goodwill, business opportunity and other similar losses, as well as business interruption).
2. If you are a trade customer, we shall have no liability to compensate you (whether in contract, tort (including negligence), breach of statutory duty or otherwise), other than any refund we make under these Terms and Conditions or otherwise at our discretion.
3. Without prejudice to clause 8.2, if you are a trade customer, we shall not be liable to you (whether in contract, tort (including negligence), breach of statutory duty or otherwise) for any: (i) loss of profits, business, contracts, goodwill, business opportunity and other similar losses, or any business interruption; or (ii) indirect or consequential loss, neither will we be liable to you for any other loss which is not a foreseeable consequence of us being in breach of these Terms and Conditions or our legal duties.
4. If you are a trade customer, you acknowledge and agree that these Terms and Conditions constitute the entire and only agreement between us.
5. Nothing in these Terms and Conditions is intended to affect your legal rights if you are a consumer, nor is it intended to exclude or limit our liability to you for fraud, fraudulent misrepresentation, for death or

personal injury resulting from our negligence or for any other liability which cannot be limited or excluded as a matter of applicable law.

6. Goods are intended for use in the UK only and we cannot confirm that the goods comply with any laws, regulations or other standards applicable outside the UK. All goods are sold in accordance with the manufacturer's specifications and are subject to any qualifications, representations or instructions contained in the documentation associated with the goods.
7. If you are a trade customer and subject to clause 8.5, we will not be responsible to you or, in the event that you are undertaking work for another person, to any other person, for the use of any goods by you. Accordingly, if you are a trade customer, you hereby agree to hold us harmless from and indemnify us against any liability associated with, any claim or allegation that we are responsible for any failings in the use of goods that we supply.

8. The cardholder shall remain responsible for notifying their issuing bank with any changes in details or fraudulent/not normal activities on their account. AMF services (Bedford) LTD) takes no responsibility regarding any fraudulent activity on any customers cards/accounts used on this website. We have taken all necessary steps regarding upholding PCIDSS compliance and remain objective in the case of cardholders bearing their own responsibility regarding jurisdiction laws'

#### 9. Age Requirements for Specific Goods

1. Where you place an order for or otherwise purchase age-restricted goods such as solvents and knives, you confirm that you are over the age of 18 and that (where applicable) delivery will be accepted by a person over the age of 18. We reserve the right to cancel your order or purchase if we reasonably believe you do not meet the age restrictions for certain goods.

#### 10. Termination

1. We may suspend further supply or delivery, stop any goods in transit or terminate our contract by notice in writing to you if you are in breach of an obligation hereunder or you become unable to pay your debts when they fall due or proceedings are or are reasonably likely to be commenced by or against you alleging bankruptcy or insolvency or an administrator, receiver or administrative receiver is appointed or is reasonably likely to be appointed over all or part of your undertaking and assets. Upon termination, any payments you owe to us (even if they are not yet due for payment) will be immediately due and payable and we shall be under no further obligation to supply goods to you.

#### 11. Events Beyond Our Control

1. We shall have no liability to you for any failure or delay in supply or delivery or for any damage or defect to goods supplied or delivered hereunder or for any other liability, in each case that is caused by any event or circumstance beyond our reasonable control (including, without limitation, accidents, extreme weather conditions, fire, explosion, flood, storm, earthquake, natural disaster, failure of telecommunications networks, inability to use transport networks,

mechanical failures, acts of God, terrorist attack, war, civil commotion, riots, strikes, lockouts and other industrial disputes, acts or restraints of Government, and imposition or restrictions of imports or exports).

#### 12. Disposal of Electrical and Electronic Equipment

1. The WEEE regulations (January 2007) ensure that the amount of waste on certain electrical and electronic equipment is reduced, separated from household waste, collected separately and ultimately disposed of in a sound environmental manner (recycled and recovered). If you are a trade customer, you agree that the collection, recovery/treatment and disposal of non-household Electrical or Electronic Equipment purchased from us will be your responsibility. In the case of household waste, please take this waste to your nearest Designated Collection Facility (DCF) where special facilities exist for correct disposal. To find your nearest DCF please visit the following web site: [www.recycle-more.co.uk](http://www.recycle-more.co.uk).

#### 13. General

1. If any provision of these Terms and Conditions (including any provision in which we exclude or limit our liability to you) is found to be invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected. Our contract shall be governed by and interpreted in accordance with English law.
2. We reserve the right to dispose of any machine that has been serviced/deemed un-repairable if it has not been collected from our premises within 90 days of us contacting you after completion of the work/deciding the repair is not possible.

#### 14. Contact Details

1. If you wish to make an order, cancel or discuss your order, or make a complaint with respect to your order, please contact us by post at AMF Services (Bedford) Ltd, 40 Rectory Lane, Houghton Conquest, Bedford, Bedfordshire, MK45 3LD, by phone on 01234 741185 or by email at [sales@amfservices.co.uk](mailto:sales@amfservices.co.uk)