



Terms and Conditions for the Sale of Non-Insurance Products

This page (together with the documents referred to on it) tells you the terms and conditions on which we supply any of the non-insurance products (Products) to you. Please read these terms and conditions carefully before ordering any Products from our site. You should understand that by ordering any of our Products, you agree to be bound by these terms and conditions.

You should print a copy of these terms and conditions for future reference.

By registering and purchasing any products from this site will indicate that you accept the terms and conditions of this site.

Information about us

www.mortonmichelshop.co.uk is operated by Morton Michel Limited. We are registered in England and Wales under company number 5120835 with our registered office at Rossington's Business Park, West Carr Road, Retford, Nottinghamshire, England, DN22 7SW. Our main trading address is Alhambra House, 9 St Michael's Road, Croydon CR9 3DD. Our VAT number is 249 7853 50.

Service availability

Our site is only intended for use by people resident in the United Kingdom.

Your status

By placing an order through our site, you warrant that:

You are legally capable of entering into binding contracts and are at least 18 years old; and

You are resident in the United Kingdom and are accessing our site from the United Kingdom.

How the contract is formed between you and us

After placing an order, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes your offer to buy a Product from us. All orders are subject to our acceptance, and we will confirm such acceptance to you by sending you an e-mail that confirms that the Product has been dispatched (the Dispatch Confirmation). The contract between us (Contract) will only be formed when we send you the Dispatch Confirmation.

Order Fulfilment and Your Personal Details

For the Products you have ordered, we will either supply these to you directly ourselves and/or we may supply them to you through our selected third party suppliers (our Suppliers).

To enable our Suppliers to fulfil your order and dispatch the Products you have ordered, we will share your personal details with them. Your personal details will only be used to fulfil your order and will not be shared with anyone other than our Suppliers. If you do not wish us to share your

personal details with our Suppliers, we may not be able to fulfil your order. If that is the case then you must inform us in writing, in which case we will not send you the Products and we will refund the payment made by you.

For the avoidance of doubt, any order you place for Products is placed with us, and you should raise any problems with us.

Availability and delivery

Your order will be fulfilled by the delivery date set out in the Dispatch Confirmation or, if no delivery date is specified, then within 30 days of the date of the Dispatch Confirmation, unless there are exceptional circumstances.

Risk and title

The Products will be at your risk from the time of delivery.

Ownership of the Products will only pass to you when we receive full payment of all sums due in respect of the Products, including delivery charges if applicable.

Price and payment

The price of any Products will be as quoted on our site from time to time, except in cases of obvious error.

These prices include VAT except where stated and exclude delivery costs.

Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Dispatch Confirmation.

It is always possible that, despite our best efforts, some of the Products listed on our site may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a Product's correct price is less than our stated price, we will refund any overcharged amount on dispatch. If a Product's correct price is higher than the price stated on our site, we will normally, at our discretion, either contact you for instructions before dispatching the Product, or reject your order and notify you of such rejection.

We are under no obligation to provide the Product to you at the incorrect (lower) price, even after we have sent you a Dispatch Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mis-pricing. Payment for all Products must be by credit or debit card. We accept payment with VISA, UK Maestro, Electron, Mastercard, JCB/JCL, Solo. We will charge your credit or debit card at point of order.

Our refunds policy

When you return a Product to us: because you have cancelled the Contract between us within the seven (7) day cooling-off period (see above), we will process the refund due to you as soon as possible and, in any case, within 30 days of the day you have given notice of your cancellation. In this case, we will refund the price of the Product in full, including the cost of sending the item to you. However, you will be

responsible for the cost of returning the item to us. We will usually refund any money received from you using the same method originally used.

Our liability

We warrant to you that any Product purchased from us through our site is of satisfactory quality and reasonably fit for all the purposes for which products of the kind are commonly supplied. For purchases of our Childminder Organiser product, we are not liable for anything beyond our control, nor for any indirect, special or consequential loss or damage; any other liability will not exceed 125% of the price you paid for the Organiser.

This does not include or limit in any way our liability:

For death or personal injury caused by our negligence;

Under section 2(3) of the Consumer Protection Act 1987;

For fraud or fraudulent misrepresentation; or

For any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

We are not responsible for losses (known as indirect or consequential losses) which happen as a side effect of the main loss or damage and which are not foreseeable by you and us (such as loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, waste of management or office time) however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

Written communications

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

If you are a consumer, although you are not obliged to do so, for certainty and clarity we recommend that all communication and notices be in writing.

Notices

All notices given by you to us must be given to Morton Michel Limited at Alhambra House, 9 St Michael's Road, Croydon CR9 3DD or by email to shop@mortonmichel.com. We may give notice to you at either the e-mail or postal address you provide to us when placing an order. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

Transfer of rights and obligations

The Contract between you and us is binding on you and us and on our respective successors and assigns. You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

Events outside our control

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Force Majeure Event).

A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) strikes, lock-outs or other industrial action; civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; impossibility of the use of public or private telecommunications networks; acts, decrees, legislation, regulations or restrictions of any government.

Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

Waiver

If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

A waiver by us of any default shall not constitute a waiver of any subsequent default. No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with the terms and conditions above.

Severability

If any of these terms and conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

Entire agreement

We intend to rely upon these terms and conditions and any document expressly referred to in them in relation to the subject matter of any Contract. While we accept responsibility for statements and representations made by our duly authorised agents, please make sure you ask for any variations from these terms and conditions to be confirmed in writing.

Our right to vary these terms and conditions

We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

You will be subject to the policies and terms and conditions in force at the time that you order products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Dispatch Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven (7) working days of receipt by you of the Products).

Law and jurisdiction

Contracts for the purchase of Products through our site will be governed by English law. Any dispute arising from, or related to, such Contracts shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.

Your rights as a Consumer

When you purchase goods from us as a consumer you enter into a contract that is controlled by the Sale of Goods Act 1979 (amended by the Sale & Supply of Goods Act 1994 and the Sale and Supply of Goods to Consumers Regulations 2002).

The law gives you certain implied, or automatic, statutory rights under that contract. You have a right to goods that are:

Of a Satisfactory Quality – this means that goods must generally be free from faults or defects, be of a reasonable appearance and finish and be safe and durable.

Fit for the Purpose – goods should be fit for any specific or particular purpose made known at the time of the contract.

As described – goods should correspond with any description applied to them.

Instances in which you have no grounds for complaint

You do not have grounds for complaint if you:

- were informed about the fault
- examined the item when you bought it and should have seen the fault
- caused the damage yourself
- made a mistake when buying the item
- simply changed your mind

Buying services

When work is carried out by us, the law says that you can expect it to be done:

with reasonable care and skill (the standards of skill is that of an 'average practitioner in that field', unless otherwise agreed)

- in a reasonable time (if there is no specific time agreed)
- for a reasonable charge (if no fixed price was set in advance)

Any goods or parts fitted as part of the contract must be of:

- satisfactory quality
- fit for their purpose
- as described

Shopping from Home

When shopping from home you additionally have the right to:

- clear information before placing an order
- written information about a purchase
- a '7 day cooling off' period during which an order can be cancelled without any reason and a full refund made
- a full refund if goods or services are not provided by an agreed date or within 30 days of placing an order if no date was agreed
- protection against credit card fraud

Your home shopping rights only apply to goods or services you buy from us without face-to-face contact. They do not apply to financial services, such as insurance or banking as these are regulated by the Financial Conduct Authority (FCA).

Terms and Conditions of Sale for the Complete Online Childminder Organiser, stationery products, record packs, daily diaries and personalised badge

1. These terms and conditions apply to the purchase of products from Morton Michel Limited, including but not limited to the Complete Online Childminder Organiser, stationery products, record packs, daily diaries and personalised badge. Please refer to Morton Michel's Terms of Business leaflet for the Child*Minder* insurance policy. All other terms and conditions are excluded.

2. We have taken care to ensure that the information, documentation and advice contained in the Complete Online Childminder Organiser and in our other stationery products/record packs/daily diaries is/are accurate and helpful at the time of going to press.

Morton Michel's liability for:

- (a) any inaccuracies, errors or omissions that may occur in any of the Complete Online Childminder Organiser forms or for how you use them; and
- (b) any inaccuracies, errors or omissions in any of our stationery products/record packs/daily diaries or for how you use them, is limited.

We cannot accept any liability for anything beyond our control, nor for any loss or damage which was not foreseeable or which is too remote (what are known as indirect, special or consequential loss or damage); any other liability will not exceed 125% of the price you paid for the Complete Online Childminder Organiser or stationery products/record packs/daily diary, as the case may be.

Nothing excludes or limits in any way our liability for death or personal injury caused by our negligence, or that of our employees, for fraud or fraudulent misrepresentation, for breach of any terms implied by section 12 of the Sale of Goods Act 1979, for defective products under the Consumer Protection Act 1987 or for any matter which it would be unlawful for us to exclude or limit our liability.

It is your sole responsibility to ensure the appropriate use and adaptation of any stationery product/product pack and you agree that Morton Michel Limited does not accept liability or responsibility for any losses or claims of any kind that may result from its use by you. If you have any doubts about its application to your business, you must seek independent advice from your solicitor or business advisor.

3. If you are not fully satisfied with the product that you have purchased, please return it to Morton Michel, Alhambra House, 9 St Michaels Road, Croydon, CR9 3DD with original packaging within 14 days of purchase for a refund of the price paid. If you are a consumer, this does not affect your statutory rights.

4. Copyright and other intellectual property rights in all products belong to Morton Michel Limited - all such rights are fully reserved. We grant you a limited right to photocopy and/or email all or part of the contents of any Complete Online Childminder Organiser/stationery products/record packs/daily diaries you have purchased to send to a parent or guardian of a child that you childmind for information purposes. Otherwise, no part of any Complete Online Childminder Organiser/stationery product/record pack/daily diary may be reproduced, stored in a retrieval system, or transmitted, in any form or by any means: electronic, mechanical, photocopying, recording or otherwise, except with Morton Michel's prior written authorisation.

5. You are responsible for ensuring that you and your business comply, at all times, with all applicable laws and regulations. If necessary you should seek legal advice where appropriate.

6. These terms and conditions are governed by the laws of England & Wales. Any disputes are subject to the [non-]exclusive jurisdiction of the courts of England & Wales.