

## 422 Modelmaking Terms and Conditions

### **1. General terms**

1.1. This website is owned and operated by 422 Modelmaking. These Terms set forth the terms and conditions under which you may use our website. This website offers visitors the opportunity to purchase kits and parts designed and manufactured by us. By accessing or using the website you approve that you have read, understood, and agree to be bound by these Terms.

1.2. In order to use our website and purchase our products you must possess the legal authority, right and freedom to enter into these Terms as a binding agreement.

1.3. When buying an item, you agree that: (i) you are responsible for reading the full item listing before making a commitment to buy it, and (ii) you enter into a legally binding contract to purchase an item when you commit to buy an item and you complete the check-out payment process.

1.4. The prices we charge for our products are listed on the website. We reserve the right to change our prices for products displayed at any time, and to correct pricing errors that may inadvertently occur. Additional information about pricing and sales tax is available on the payments page.

1.5. We may, without prior notice, change or stop providing any of the products advertised. We may permanently or temporarily terminate or suspend the ordering facility without notice and liability for any reason, or for no reason.

1.6. We reserve the right to modify these terms from time to time at our sole discretion. Therefore, you should review this page periodically. When we change the Terms in a material manner, we will notify you that material changes have been made to the Terms. Your continued use of the Website or our service after any such change constitutes your acceptance of the new Terms. If you do not agree to any of these terms or any future version of the Terms, do not use or access (or continue to access) the website or the service.

1.7. You agree to receive from time to time promotional messages and materials from us, by mail, email or any other contact form you may provide us with (including your phone number for calls or text messages). If you do not want to receive such promotional materials or notices please just notify us at any time using the contact details given in the Return policy.

1.8. If you buy goods from us, we have a legal obligation to supply goods that are in conformity with the contract.

### **2. Ordering goods**

2.1. You can order goods by using the contact form ('How to Order'). We will then send you an invoice via PayPal for the items and delivery agreed.

2.2. You can pay your invoice via PayPal or credit/debit card even if you do not have a PayPal account.

### **3. Your obligations**

3.1. Intellectual Property Rights related to photographs, logos, graphics and all product designs are the exclusive property of 422 Modelmaking. Nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, distribute, copy, reproduce, adapt, edit or create derivative works thereof for monetary gain.

### **4. Despatch**

4.1. We aim to despatch orders as quickly as possible, subject to stock levels. However, some of our products are made to order and take longer to manufacture and prepare for despatch. Please allow 10 working days for receipt of despatch notification and tracking information. We will contact you if we anticipate any delay beyond this.

4.2. We are a small family business, designing, manufacturing and packing all the products ourselves. We do our very best to respond to customers quickly and efficiently but at busy times fulfilling orders may take a little longer, for which your patience and understanding is appreciated.

### **5. Delivery**

5.1. Our delivery charge will be calculated and communicated to you when we receive your order enquiry. We use the Royal Mail Second Class Tracked service and proof of posting will be obtained by us. You will not need to sign for your delivery but will need to be able to receive large parcels in person, otherwise they may be redirected to your nearest depot.

5.2. Sorry, we do not post outside the UK.

### **6. Faulty, damaged, or missing items**

6.1. Refunds or replacements will be considered if your item is damaged during delivery or you have not received the item you ordered. If the packaging is damaged on delivery we advise you to take photos of any damage before opening the package, in case there is damage inside and we need evidence to make a claim to Royal Mail. Please contact us initially within 3 days of delivery, and send photos of any damage as soon as possible after delivery so that we can determine an appropriate course of action, according to your consumer buying rights.

6.2. Faulty, incorrect, or missing items will be replaced by us at no extra cost, if it is a mistake on our part. Our products are carefully packed, often with several pieces of protective wrapping inside boxes that contain several items, so please unpack carefully and double-check all the packaging materials for small items before disposal/and or reporting any missing items.

6.3. If you intend to store your order for any length of time before use please ensure that you store all products carefully, preferably flat and in their original packaging, and do not place underneath heavy objects or in extreme temperatures. We will not be responsible for damage caused through inappropriate storage, mistreatment or misuse.

## **7. Returns**

7.1. We hope you will be delighted with our product(s) but should you change your mind or have selected a wrong item in error and wish to return a product(s) to us, you should inform us of your decision within 14 days from receiving the item(s). You will need to return the item(s) to us at your own expense within 14 days of informing us of your decision to cancel. We will normally process your refund within 14 working days of our receiving your return. Return delivery details will be provided when you request to return your item(s). Refunds are made using the same form of payment as used to make the original transaction. We ask you to ensure your unwanted product is complete, unused and in 'as new' condition (e.g., if you have opened the box to examine the product you must have done so without damaging or marking the product or packaging in any way). If possible, please return the item(s) with the original box, packaging and accessories. We reserve the right to deduct an amount from the reimbursement if you have diminished the value of the products by handling them beyond what is necessary to establish their nature, characteristics and function.

7.2. In the unlikely event of there being any problems concerning the returned item(s) or the processing of a refund we will endeavour to contact you as quickly as possible.

## **8. Contact details for queries**

8.1. In the event of needing to contact us in any of the circumstances outlined above please email us at [422modelmaking@slcreaser.karoo.co.uk](mailto:422modelmaking@slcreaser.karoo.co.uk) or fill in the Contact Us form on the website, providing your name, order number and, if your query is relating to just part of your order, the product number. Address for correspondence only: 16 St Peters Avenue, Anlaby, East Yorkshire, HU10 7AP.