**TERMS & CONDITIONS**

Last updated September 22, 2020

**PLEASE READ THESE TERMS & CONDITIONS CAREFULLY.**

1. **These Terms**
   1. These terms & conditions provide you with information on how goods and services are supplied to you and what to do should you wish to change or end a contract with us.
   2. Depending on whether you are a business or a consumer you may have different rights, please ensure you read the relevant terms to you.
   3. Nothing in these terms affects your statutory rights as a consumer.
2. **Company Information**
   1. We are PS Higgins Electrical Services Ltd trading as Aztec Electrical Supplies, a company registered in England and Wales. Our company registration number is 6956895 and our registered office is at Holly Grove Farm, Buntingsdale Road, Market Drayton, Shropshire, TF9 2EW. Our registered VAT number is 738633018.
   2. You can contact us by telephoning 01746 331000 or by emailing us at [sales@aztecelectricalsupplies.co.uk](mailto:sales@aztecelectricalsupplies.co.uk) or by writing to us.
   3. If we contact you, we will do so by telephone or by writing to you using the email address or postal address you have provided to us.
3. **Our contract with you**
   1. Orders can be placed online by following the instructions provided, or you can place an order via email at [sales@aztecelectricalsupplies.co.uk](mailto:sales@aztecelectricalsupplies.co.uk) or in store.
   2. After you have placed your order and we have accepted the order, a contract between us then exists, when you place an order online you will receive an order acknowledgment, but this is not acceptance of your order. Your order will be accepted via email attachment in the form of a sales order with a unique number. Any orders placed in store are automatically accepted. For services, our acceptance of your order will begin when we start performing the service.
   3. If we are unable to accept your order, you will be informed of this by us, in writing, by telephone or in the store. It could be because an error has been identified in the price, a product has become unavailable, or you failed to provide further information within a reasonable time of asking for it. We will not charge you for any orders that are not accepted, if for any reason you have been charged, a refund will be arranged.
   4. If an item you receive is not as described, you are entitled to return the product by following our Returns Procedure for a full refund.
   5. We will assign an order number/reference number to every order placed with us and inform you of the order number when we accept the order.
   6. We do not accept orders from outside the UK currently.
   7. We will only enter into a contract in English.
   8. Your statutory rights are not affected by these terms.
4. **Products**
   1. Products and their packaging may vary slightly from their pictures on our website, which are for illustrative purposes only. We have made every effort to ensure they are represented as accurately as possible but cannot guarantee any variation in colour due to the user display settings.
   2. You are responsible for ensuring any measurements given are accurate.
   3. If you are unhappy with your purchase, you may refer to our Refunds and Returns Policy.
5. **Your right to make changes**
   1. Please contact us as soon as possible if you wish to make changes to your order, any changes can be made prior to despatch, if the order has already been despatched you can no longer change the order and will need to refer to our Refunds and Returns Policy.
6. **Warranty**
   1. All our products come with a manufacturers warranty, please refer to the individual manufacturer’s website for further information.
7. **Delivery**
   1. Delivery costs will be confirmed either on our website or in the order acceptance and confirmation email and can be found on your sales order.
   2. If the goods ordered are in stock will deliver them as soon as possible, usually within 3-5 working days, a next day service is available upon request and may incur an additional charge.
   3. If the goods ordered are a ‘special’ item, we will discuss delivery timescales with you prior to accepting the order.
   4. Goods that are in stock can be collected from our store.
   5. Goods will be delivered using a courier, if you are not able to accept the delivery, please contact the courier for further information, if they are unable to help then please contact us for further assistance.
   6. We cannot be held responsible for delays outside of our control, such as non-delivery by the courier or supplier stock shortages.
   7. A product will become your responsibility once it has been delivered, ownership of the goods will remain with us until payment has been received in full.
   8. For credit account customers we may temporarily suspend your account and any further deliveries if you do not pay or if you reach your credit limit. We will contact you to advise that this is going to happen.
8. **Your right to cancel**
   1. You can always end your contract with us, your rights will depend on the goods purchased, whether they are faulty, when you decide to cancel and whether you are a business customer or a consumer.
   2. If what you have purchased is faulty or misdescribed you may have a legal right to end the contract.
   3. As a consumer you can exercise your right to change your mind under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, for most products bought online within 14 days, as a goodwill we allow 30 days to change your mind.
   4. Your right to change your mind does not apply to the following goods:

* Products that have been made to your specifications
* Goods that fluctuate in price as they are dependant on the financial market
* Services once they have been completed, even if the cancellation period has not expired
* Products that have been mixed inseperably after delivery
  1. For consumers who have received a split delivery, you have 30 days after the last item on the order is delivered to change your mind.
  2. For business customer who receive split deliveries, each product ill be treated as a separate contract and you have 30 days after each item is delivered to return that product, even if the order is not complete.

1. **How to cancel**
   1. If you wish to cancel you must inform us by either calling 01746 331000 or by emailing [sales@aztecelectricalsupplies.co.uk](mailto:sales@aztecelectricalsupplies.co.uk).
   2. If you end the contract for any reason after the goods have been despatched, you must return them to us for a refund/credit note, please refer to our Refunds and Returns Policy.
   3. We reserve the right to charge business customers a handling fee.
   4. Goods must be returned within 14 days of you informing us you wish to cancel.
   5. You must pay for the return shipping costs of goods, even if you are exercising your right to cancel unless the goods are faulty or misdescribed, or because you have a legal right as a result of something we have done wrong.
   6. If you are entitled to a refund under these terms, we will refund you the price paid, plus any delivery costs, unless the order is only partly returned.
   7. When you are entitled to a refund for the return shipping costs, please forward a copy of your receipt for the costs which will be refunded separately.
   8. All refunds/credit notes will be processed within 14 days of receipt of returned goods.
2. **Our rights to cancel**
   1. If you break the contract, we have the right to cancel. We will do this in writing at the email address you provided at the time you place your order.
   2. We may cancel the contract for any of the following reasons:

* You do not make payment when it is due
* You do not allow the courier access to your premises to deliver the goods, or you do not collect them from us
* You do not provide, within a reasonable time, any information required to enable us to fulfil the contract
  1. If we end the contract for any of the above reasons, we will refund any money you have paid in advance, but we may deduct any reasonable compensation for the costs we incur as a result of you breaking the contract.
  2. If you become insolvent, we may end any current and future contracts if you are unable to pay any debts when they are due.

1. **Prices and Payments**
   1. The prices of products will be displayed alongside the product on our website, we will take all reasonable care to ensure the prices shown are correct at the time of purchase, if we discover an error in a price it will be corrected as soon as possible and we will, when we can charge the price quoted. There may be some circumstances when this is not possible, when this happens you will be contacted to discuss the options available to you.
   2. Prices are subject to VAT at the current rate, which is also displayed clearly on our website.
   3. If the rate of VAT changes between placing your order and receiving your product, the price you will pay be updated to reflect this change unless the order has already been paid for in full.
   4. For online orders we accept all forms of credit and debit cards along with the option to pay via Paypal. We can also accept BACS payments, please contact us for bank details.
   5. For business customers that hold a credit account, a sales invoice will be issued and must be paid by the last working day of the following month of the invoice date.
   6. We reserve the right to off contra any amounts owed to us against any sums due from us.
   7. We can charge interest if you pay late, under the Late Payment of Commercial Debts (Interest) Act 1998 we reserve the right to claim interest and/or compensation for our reasonable debt recovery costs. Interest can be charged at 4% above the base lending rate of the Bank of England, interest can be accrued on a daily basis, you must pay the overdue amount along with any accrued interest to clear the debt.
   8. If a payment is cancelled or refused, we reserve the right to charge an administration fee of up to £25.00.
   9. If you think an invoice is wrong, you must contact us promptly to let us know. Business customers must contact us within 7 days of invoice date, any notifications after this date may result in losing the right to fix the error.
2. **Credit Accounts**
   1. Both consumers and businesses may apply for a credit account by completing the Credit Account Application Form and emailing the completed form to [accounts@aztecelectricalsupplies.co.uk](mailto:accounts@aztecelectricalsupplies.co.uk) or by taking the completed for to the store.
   2. We will advise if your application has been accepted via email at the address you provide and confirm your credit limit if accepted.
   3. You can close your credit account at any time provided all amounts due are paid in full, to do this please email [accounts@aztecelectricalsupplies.co.uk](mailto:accounts@aztecelectricalsupplies.co.uk).
   4. Your credit account will be reviewed regularly, and we may, without notice, change the credit limit on the account, suspend services or close the account.
   5. When you apply for a credit account, we will conduct a credit search using the agency Creditsafe, you must ensure the person submitting the application has the agreement of everyone on the form, such as a joint application. The search may leave a footprint on your credit file but will not affect your credit rating.
   6. We will make checks to verify identities and addresses to prevent fraud and money laundering. We will record any suspicious information or/and activity and may pass this on to the relevant authorities involved in crime and fraud prevention.
   7. We will also contact any trade references provided requesting information such as credit limits offered, payment terms and overdue invoices.
   8. If you fail to make payments due, we will take action to recover the debts which may harm your credit rating and ability to obtain future credit.
   9. Creditsafe can be contacted for further information:

Website: [www.creditsafe.com](http://www.creditsafe.com)

Telephone: 02920 886 500

* 1. We are unable to provide credit facilities if we are unable to perform a credit search or you are unable to provide trade references.

1. **Personal Information**
   1. The way we will use your personal information is set out in our Privacy Policy.
2. **Complaints**
   1. If, for any reason, you wish to make a complaint, you can do so by either telephoning us on 01746 331000, by sending an email to [sales@aztecelectricalsupplies.co.uk](mailto:sales@aztecelectricalsupplies.co.uk) or by visiting the store.
   2. Once we receive your complaint, we will assess the complaint and endeavour to resolve it as quickly as possible.
   3. Some complaints may need to be passed on to a senior manager, but all complaints will be logged and responded to in a timely manner.