

# Consumer Terms & Conditions and Privacy Policy

Last Update: 26/06/2018

**These terms relate to transactions entered into with members of the public/consumers as defined under distance selling regulations. Our terms of supply to trade customers differ and can be supplied on request.**

## Consumer Terms and Conditions

When you purchase items from us we enter into a contract to supply that complies with UK Distance Selling Regulations. These regulations are incorporated in our terms of business and you can find them below. These 'Terms and Conditions' do not affect your statutory rights as a consumer. Any contracts shall in all respects be construed and operate as an English contract and in conformity with English law.

1. These Terms & Conditions supersede those published in any prior sales literature. Orders placed and accepted are deemed to be in accordance with these conditions.
2. Product specifications and conditions of sale may be amended without prior warning. Quotations may be withdrawn without notice at any time prior to acceptance of order.
3. All prices displayed or quoted are inclusive of VAT. E&OE
4. Prices charged will be those in force at the time of order.
5. Under Distance Selling Regulations you have the right to cancel your contract with us at any time prior to despatch or within 14 days after the day of receipt of the goods (the exception to this is for goods ordered to your individual specification as a "Special Order"). If the goods have been received by you, you must return the product, with its original box and accessories at your cost to us and within 14 days of cancellation. Please ensure you retain a proof of posting. You are legally obliged to take 'reasonable care' of the product. We will refund within 14 days of your cancellation or receipt of returned goods or provision of evidence of return.

If you wish to cancel the contract **after** the cancellation period you must contact us in advance for our Returns Authority. On receipt we will assess the product for damage and if found will discuss with you any deductions to your refund that we intend to make because of these. A minimum 15% restocking charge may be applied at our discretion. Incomplete, damaged or defaced goods will not be accepted for return and will be held at our premises for your collection.

6. Faulty Goods: If you wish to return an item due to missing or faulty parts, or because it does not meet the description given then we will offer a full refund or replacement provided we are notified within 8 days. Any refund, which is due to a fault or other defect, will include a refund of the applicable delivery and return charge.
7. Shortages, damaged or wrong goods supplied should be notified to us within 8 days of receipt of goods. At the time of confirming your order, we will have agreed with you the delivery method which will vary dependant upon your requirements. It is IMPORTANT therefore that non-delivery should be reported within 5 days of the expected receipt date.
8. Disputes and complaints should be made directly to us by email or in writing. Your dispute or complaint will be acknowledged within 5 working days and we will aim to resolve it within 10 working days. You will be provided with the name of the person handling your complaint at the time of acknowledgement.
9. Goods are guaranteed to the extent of the guarantee (if any) of the manufacturers and these are offered, where available, in addition to your statutory rights. Claims under guarantee are limited to whatever amount (if any) is recoverable from the manufacturer under such guarantee. If you wish to return any goods found to be defective please refer to section 6 above. We cannot accept goods returned without proper authorisation.
10. No property in or title to the goods shall pass to the customer unless or until the customer has made full payment of all sums to the vendor.
11. Madison and Fifth cannot be held responsible for consequential loss or damage resulting from the improper use of any products sold by them.
12. As part of the policy of continuous development, Madison and Fifth reserves the right to make any improvements in the designs published that may be necessary.

# Privacy Policy

13. We are committed to protecting your privacy. We will only use the information that we collect about you lawfully (in accordance with the Data Protection Act 1998 and later GDPR regulations). We use a third party application (EKM - see below) to collect limited information from you in order to process your order and and send occasional newsletters through MailChimp.

In keeping with GDPR compliance, EKM and Mailchimp are already committed to:

- Keeping your data inside the EU and only in countries recognised by the European Union as offering a sufficient degree of protection.
- Applying strict security standards to provide a high level of security for you, our customers to give you peace of mind.
- Reporting any data/security breach to you without "undue delay".
- Helping Madison and Fifth meet our own regulatory obligations.

All data collected by us will be owned by us and EKM/Mail Chimp will never use such data for any other purposes. Data entered in to the two systems, will be deleted upon the termination of our contact with them, in accordance with our terms of service.

14. The type of information collected includes your name and address, your telephone number if supplied and email address details. We will never collect sensitive information about you without your consent. The information we hold will be accurate and up to date. You can check the information that we hold about you by emailing us. If you find any inaccuracies we will delete or correct it promptly. The limited personal information which we hold will be held securely in accordance with our internal security policy and the law.

15. The EKM and Mailchimp systems meets all the requirements to comply with GDPR and has features and settings to allow us to manage the following:

- **Right to Forget** - Customer data can be deleted using the tools within the system.
- **Right to Correct** - Customer data can be edited and amended using the tools within the system.
- **Right to Portability** - Customer data can be exported to CSV via the Import/Export feature.

16. We do not store or retain your financial information such as credit card numbers. All website payments are taken by third parties who give us details of you, your order number and status of the payment, but not your credit card numbers. If in the event we receive payment information as a result of a telephone order, we immediately delete any information we receive after processing the order.

17. We do not sell or share your data - period!

18. How you can stop the use of your personal data for direct marketing? Just click the 'unsubscribe' link in any email communication that we send to you or e-mail to [info@madisonandfifth.co.uk](mailto:info@madisonandfifth.co.uk)

19. Our website does not use cookies.

20. Madison and Fifth, 98 Coventry Road, Market Harborough, Leicestershire, LE16 9DA, UK. Telephone, email and other contact information may be found on our website.