

PLEASE NOTE, IF YOU ARE A BUSINESS CUSTOMER WITH A TRADE ACCOUNT, THESE TERMS AND CONDITIONS OF SALE WILL NOT APPLY. PLEASE [CLICK HERE](#) TO ACCESS YOUR ACCOUNT AND TERMS

M.K.M. BUILDING SUPPLIES LIMITED

OUR TERMS OF SUPPLY (ONLINE SALES - CONSUMERS)

What these Terms cover. These terms and condition (together with the documents referred to) are the terms and conditions (**the Terms**) on which we supply any products listed on our website www.mkm.com (**our site**) to you.

Why you should read them. Please read these Terms carefully before you submit your order to us. These Terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these Terms, please contact us to discuss this.

1. INFORMATION ABOUT US AND HOW TO CONTACT US

1.1 **Who we are.** We are MKM Building Supplies Limited, a company registered in England and Wales under company number 03100815 and have our registered office at MKM Building Supplies Limited, Stoneferry Road, Hull, HU8 8DE. Our main trading address is MKM Building Supplies Limited, Stoneferry Road, Hull HU8 8DE. Our VAT number is GB 721453461.

1.2 **How to contact us.** To contact us, please see our [Contact page](#) (and clause 19 below).

1.3 **How we may contact you.** If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your order.

1.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these Terms, this includes emails.

2. SERVICE AVAILABILITY

We only sell to the UK. Our site is only intended for use by people resident in the United Kingdom. We do not accept orders from (or deliver to) individuals outside the United Kingdom. If you are based outside of the United Kingdom, please do contact us and we will try our best to accommodate you.

3. HOW WE MAY USE YOUR PERSONAL INFORMATION

We only use your personal information in accordance with our [Privacy Policy](#).

Please take the time to read our Privacy Policy, as it includes important terms which apply to you, and explains how we safeguard any data which you provide to us in order for us to fulfil your online order.

4. ABOUT YOU

Requirements to order from us. By placing an order through our site, you must be:

- (a) a consumer (please [click here](#) if you are a business); and
- (b) at least 18 years old and legally capable of entering into a contract with us; and
- (c) resident in the UK; and
- (d) accessing our site from the UK.

5. YOUR ORDER & OUR CONTRACT WITH YOU

5.1 **How to place your order.** Our website shopping pages will guide you through the steps you need to take to place an order with us. Our order process allows you to check and amend any errors before submitting an order to us. Please take the time to read and check your order at each page of the order process.

5.2 **Acknowledgement of your order / order number.** After placing an order, you will receive an e-mail from us acknowledging that we have received your order. We will then send a separate confirmation once an order number has been generated for you (**Order Acknowledgment**). Please note that this does not mean that your order has been accepted, and all orders are subject to acceptance by us. The order number will help to identify your order and it would be helpful if you quote this whenever you contact us about your order.

5.3 **How we will accept your order.** The contract between us will be formed when your chosen Branch has contacted you, either by e-mail or telephone, and has agreed with you that it will fulfil your order and agreed the delivery/collection arrangements with you (subject always to clause 5.5).

- 5.4 **What your order covers.** The contract will relate only to those products for which we have generated an order number, confirmed in the Order Acknowledgment. We will not be obliged to supply any other products which may have been part of your order until the despatch of such products has been confirmed by your chosen Branch.
- 5.5 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified. Your chosen Branch will contact you promptly in such an event, to discuss how you would like to proceed in these circumstances, which may include us:
- (a) (for out of stock items) ordering the products into your chosen Branch or another Branch within the network (in which case you accept there may be a delay in delivery to you); or
 - (b) offering you suitable alternative stock, either at the same price or at a different price. (If we have discovered an error in the price on the site, the difference in price will be dealt with in accordance with 14.5); or
 - (c) cancelling your order and processing a refund to you for the price you paid for the products.
- 5.6 If you do not wish to continue with your order in accordance with 5.5, or we cannot offer you alternative stock, we will process a refund to you for the full amount you paid for the products which are not supplied (including any delivery costs charged) as soon as possible and no contract will come into existence.

6. OUR PRODUCTS

- 6.1 **Products may vary slightly from their pictures.** The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images. Although we have made every effort to be as accurate as possible, because our products are often mixed and compiled by hand, all sizes,

weights, capacities, dimensions and measurements indicated on our website have a small tolerance.

- 6.2 **Product packaging may vary.** The packaging of products may vary from that shown on images on our website.

7. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

8. OUR RIGHTS TO MAKE CHANGES

- 8.1 **Minor changes to the products.** We may change the product:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor adjustments and improvements.

These changes will be notified to you at the time of supply and will not affect your use of the product.

- 8.2 **More significant changes to the products.** In addition, we may occasionally in certain cases have to make more significant changes to the product. If we do so, we will notify you in advance, and you may then contact us to end the contract and receive a full refund before the changes take effect.

9. PROVIDING THE PRODUCTS

- 9.1 **Delivery costs.** Each Branch offers free local delivery on the majority of orders, however, this may not always be available. If you require the Branch to deliver your order, you may be charged an additional delivery charge by the Branch. The Branch will confirm whether any additional delivery charge applies, and the amount of this charge.

- 9.2 **When we will provide the products.** Where we arrange to deliver products to you, delivery will be within 30 days after the date your chosen Branch has contacted you

and agreed to fulfil your order (under clause 5.3 above), or such shorter or longer period which the Branch agrees with you at that time.

- 9.3 **We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.
- 9.4 **Collection by you.** If you choose to collect the goods from your Branch, you must take the Order Acknowledgment with you as proof of payment. The Branch is under no obligation to release the products to you if you do not have your Order Acknowledgment or if you are unable to provide the credit or debit card that was used in connection with the order. You can collect from us at any time during our working hours for that Branch (which are usually 7.30am to 5.30pm on weekdays (excluding public holidays) and between 7.30am to 12 noon on Saturdays).
- 9.5 **If you are not at home when the product is delivered.** If no one is available at your address to take delivery and the products cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange delivery, or collect the products from the chosen Branch.
- 9.6 **If you do not re-arrange delivery.** If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from the Branch, we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 12.2 will apply.
- 9.7 **Your legal rights if we deliver late.** You have legal rights if we deliver any products late. If we miss the delivery deadline for any products then you may treat the contract as at an end straight away if any of the following apply:
- (a) we have refused to deliver the products;
 - (b) delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
 - (c) you told us before we accepted your order that delivery within the delivery

deadline was essential.

- 9.8 **Setting a new deadline for delivery.** If you do not wish to treat the contract as at an end straight away, or do not have the right to do so under clause 9.7, you can give us a new deadline for delivery, which must be reasonable, and you can treat the contract as at an end if we do not meet the new deadline.
- 9.9 **Ending the contract for late delivery.** If you do choose to treat the contract as at an end for late delivery under clause 9.7 or clause 9.8, you can cancel your order for any of the products or reject products that have been delivered. If you wish, you can reject or cancel the order for some of those products (not all of them), unless splitting them up would significantly reduce their value. After that we will refund any sums you have paid to us for the cancelled products and their delivery. If the products have been delivered to you, you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please [Contact us](#) for a return label or to arrange collection.
- 9.10 **When you become responsible for the product.** The products will be your responsibility from the time we deliver them to the address you gave us or you (or a carrier organised by you) collect them from us.
- 9.11 **When you own the products.** You own a product once we have received payment in full.
- 9.12 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the products to you. If so, this will have been stated in the description of the products on our website. We will contact you in writing to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 12.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
- 9.13 **Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the product to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the product as requested by you or notified by us to you (see clause 8).

9.14 **Your rights if we suspend the supply of products.** We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. If we have to suspend the product for longer than 3 weeks, we will adjust the price so that you do not pay for products while they are suspended. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 3 week and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

9.15 **We may also suspend supply of the products if you do not pay.** If you do not pay us for the products when you are supposed to (see clause 14.7) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will not suspend the products where you dispute the unpaid invoice (see clause 14.8). We will not charge you for the products during the period for which they are suspended.

9.16 **Delivered by one of our trusted suppliers.** We offer a range of 'drop-shipped' products delivered direct from our suppliers on our website. You can also order these products in our branches. As these products are supplier direct orders you will not be able to collect them or take them away from our branches on the same day. These products can be identified as such in the product description information on our website.

We use third-party logistics providers to ship and deliver some products. Shipping and delivery times may vary depending on the location and shipping method selected. We will provide you with an estimated delivery date, but we cannot guarantee that the delivery will be made on that date. We are not responsible for any delays in shipping or delivery caused by the logistics provider or any other third party.

Once you have placed your order for the selected products via our website, the products are supplied direct to you by the third-party supplier of the product. The third-party

supplier may contact you directly regarding the delivery of the products.

Please note that if an item you receive is damaged or you wish to return a supplier direct product you will not be able to return it in branch. Contact the branch in the first instance to arrange the replacement/return as the item will need to be collected from you by the third-party supplier.

10. YOUR RIGHTS TO END THE CONTRACT

10.1 You can always end your contract with us. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

- (a) If what you have bought is faulty or mis-described you may have a legal right to end the contract (or to get the product repaired or replaced or to get some or all of your money back), see clause 13;
- (b) If you want to end the contract because of something we have done or have told you we are going to do, see clause 10.2;
- (c) If you have just changed your mind about the product, see clause 10.3. You may be able to get a refund if you are within the cooling-off period, but this

may be subject to deductions and you will have to pay the costs of return of any goods;

- (d) In all other cases (if we are not at fault and there is no right to change your mind), see clause 10.6.

10.2 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming change to the product or these Terms which you do not agree to;
- (b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the products may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 3 weeks; or
- (e) you have a legal right to end the contract because of something we have done wrong (including because we have delivered late (see clause 9.9)).

10.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013). For most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these Terms.

10.4 When you don't have the right to change your mind. You do not have a right to change your mind in respect of any of our products which:

- (a) have been made specially to your requirements or specifications, or are clearly personalised;
- (b) are sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;

- (c) are liable to deteriorate or expire rapidly; or
- (d) which become mixed inseparably with other items after their delivery.

10.5 **How long do I have to change my mind?** How long you have depends on how products you ordered are delivered. You have **14 days** after the day you (or someone you nominate) receives the goods, unless:

- (a) **your goods are split into several deliveries over different days.** In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery to change your mind about the goods; or
- (b) **your goods are for regular delivery over a set period** (for example regular supplies of products). In this case you have until 14 days after the day you (or someone you nominate) receives the first delivery of the goods.

10.6 **Ending the contract where we are not at fault and there is no right to change your mind.** If you do not have any other rights to end the contract (see clause 10.1), you can still contact us before it is completed and tell us you want to end it. If you do this the contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

11. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

11.1 **Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:

- (a) **Online.** Complete the [cancellation form](#) our website, which must include your order number.
- (b) **Phone or email.** Call customer services or email us at your chosen Branch, the details for which will be included in our Dispatch Confirmation and can be found under the '[branch finder](#)' tab on our website. Please provide your name, home address, your order number and, where available, your phone number and email address.
- (c) **By post.** Print off the [cancellation form](#) and post it to us at the address of your

chosen Branch, (the details for which will be included in our Dispatch Confirmation and can be found under the ['branch finder'](#) tab on our website. Or simply write to us at that address, including the information required in the form.

11.2 Returning products after ending the contract. If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must either return the goods in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. Please call customer services or email us at your chosen Branch, (the details for which will be included in our Dispatch Confirmation and can be found under the ['branch finder'](#) tab on our website for a return label or to arrange collection. If you are exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.

11.3 When we will pay the costs of return. We will pay the costs of return:

- (a) if the products are faulty or mis-described; or
- (b) if you are ending the contract because we have told you of an upcoming change to the product or these Terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.

In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.

11.4 What we charge for collection. If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection. The costs of collection will be the same as our charges for standard delivery.

11.5 How we will refund you. We will refund you the price you paid for the products including delivery costs, usually via SagePay using the method you used for payment. However, we may make deductions from the price, as described below. We are not obligated to refund you by any other method.

11.6 Deductions from refunds. If you are exercising your right to change your mind:

- (a) we may reduce your refund of the price (excluding delivery costs) to reflect

any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

- (b) the maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

11.7 When your refund will be made. We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:

- (a) If the products are goods and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the products back from you or, if earlier, the day on which you provide us with evidence that you have sent the products back to us. For information about how to return a product to us, see clause 11.2.
- (b) In all other cases, your refund will be made within 14 days of you telling us you have changed your mind.

12. OUR RIGHTS TO END THE CONTRACT

12.1 We may end the contract if you break it. We may end the contract for a product at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that we request in writing from you which is necessary for us to provide the products; or
- (c) you do not, within a reasonable time, allow us to deliver the products to you or collect them from us.

12.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 12.1, we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

12.3 **We may withdraw the product.** We may write to you to let you know that we are going to stop providing the product. We will let you know at least 1 month in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

13. IF THERE IS A PROBLEM WITH THE PRODUCT

13.1 **How to tell us about problems.** If you have any questions or complaints about our products, please contact us. You can telephone our customer service team or email us at your chosen Branch, the details for which will be included in our Dispatch Confirmation and can be found under the ['branch finder'](#) tab on our website, or write to us at our address contained in clause 1.1 above. Alternatively, please speak to one of our staff in-store at the Branch.

13.2 **Summary of your legal rights.** We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these Terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

If your product is **goods**, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected life of your product your legal rights entitle you to the following:

- up to 30 days: if your item is faulty, then you can get a refund.
- up to six months: if your faulty item can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- up to six years: if the item can be expected to last up to six years you may be

entitled to a repair or replacement, or, if that doesn't work, some of your money back.

13.3 Your obligation to return rejected products. If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please call customer services or email us at your chosen Branch, (the details for which will be included in our Dispatch Confirmation and can be found under the ['branch finder'](#) tab on our website for a return label or to arrange collection.

14. PRICE AND PAYMENT

14.1 Where to find the price for the product. The price of the products will be as quoted on our site, or agreed between you and us from time to time. We take all reasonable care to ensure that the prices of our products are correct. However please see clause 14.5 for what happens if we discover an error in the price of the product you order.

14.2 We will pass on changes in the rate of VAT. Our prices are displayed both inclusive and exclusive of VAT. You will always be charged the price of products including VAT. If the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the products in full before the change in VAT takes effect.

14.3 Our prices do not include the price of delivery (if any) charged in accordance with clause 9.1 above.

14.4 Prices for our products may change from time to time, but changes will not affect any order which we have confirmed with an Order Acknowledgment.

14.5 What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mispricing, we may later

end the contract, refund you any sums you have paid and require the return of any goods provided to you.

14.6 **How you must pay.** We accept payment by credit or debit card. We accept payment with Visa, Visa Debit, Visa Delta, Mastercard, Mastercard Debit and Maestro cards and any other cards referred to on our website.

14.7 **When you must pay.** You must pay for the products and all applicable delivery charges before we dispatch them. We will not charge your credit or debit card until we dispatch the products to you.

14.8 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know and we will not charge you interest until we have resolved the issue.

15. MANUFACTURER GUARANTEES/WARRANTIES

15.1 **Terms of Manufacturer Guarantee/Warranty.** Some of the products we sell to you come with a manufacturer's guarantee. For details of the applicable terms and conditions, please refer to the manufacturer's written guarantee provided with the products.

15.2 **Legal rights not affected.** A manufacturer's guarantee is in addition to, and does not affect, your legal rights in relation to products that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

16. OUR WARRANTY FOR PRODUCTS

16.1 **Our warranty.** We guarantee that all products supplied will be of satisfactory quality and reasonably fit for all the purposes for which the products of the kind are commonly supplied. However, this warranty does not apply in the circumstances described in clause 16.2.

16.2 **Warranty exclusions.** The warranty in clause 16.1 does not apply to any defect in the products arising from:

- (a) fair wear and tear;
- (b) wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party;

- (c) if you fail to operate or use the products in accordance with the user instructions; or
- (d) any alteration or repair by you or a third party who is not one of our authorised repairers.

16.3 **Legal rights not affected.** As a consumer, this warranty is in addition to your legal rights in relation to products that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

17. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

17.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

17.2 **We are not liable for business losses.** We only supply the products to you under these Terms for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

18. OTHER IMPORTANT TERMS

18.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these Terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

18.2 **You need our consent to transfer your rights to someone else** (except that you can always transfer our guarantee). You may only transfer your rights or your obligations under these Terms to another person if we agree to this in writing. However, you may transfer our guarantee on a product to any person who has acquired the product. We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the relevant item or property.

- 18.3 **Nobody else has any rights under this contract** (except someone you pass your guarantee on to). This contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in clause 18.2 in respect of our guarantee. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these Terms.
- 18.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 18.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 18.6 **Which laws apply to this contract, and where you may take legal action.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.
- 18.7 **Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to the EU Online Dispute Resolution (ODR) platform via their website at <http://ec.europa.eu/odr>. EU Online Dispute Resolution (ODR) will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings. Before going through the EU Online Dispute Resolution (ODR) process, please contact our Customer Services team at hello@mkmbbs.co.uk or by telephone on 01482 345678 who will try and resolve any issue or complaint you may have in the first instance.

19. COMPLAINTS PROCEDURE

19.1 **How to make a complaint.** We are very proud of our high standards of customer service however, in the event that we fail in meeting these standards, please inform your chosen Branch using the contact details contained in your Order Acknowledgment.

19.2 **Escalation of your complaint to us.** In the event that the Branch is unable to provide a satisfactory resolution, please escalate your complaint to us at M.K.M. Building Supplies Limited, Stoneferry Road, Hull HU8 8DE or by calling 0845 122 3411. We aim to always be able to deal with a complaint as soon as possible and make every effort to reach a satisfactory conclusion on your behalf in order to retain your valued custom.

20. OUR RIGHT TO VARY THESE TERMS

20.1 **We amend these Terms from time to time.** Every time you order products from us, the Terms in force at the time of your order will apply to the contract between you and us.

20.2 **Reasons for revising these Terms.** We may revise these Terms from time to time in the following circumstances:

- (a) changes in how we accept payments from you;
- (b) changes in market conditions affecting our business;
- (c) changes in technology;
- (d) changes in relevant laws and regulatory requirements; and
- (e) changes in our system's capability.

20.3 **What happens if we have to revise these Terms.** If we have to revise these Terms as they apply to your order, we will contact you to give you reasonable advance notice of the changes and let you know how to cancel the contract if you are not happy with the changes. You may cancel either in respect of all the affected products or just the products you have yet to receive. If you opt to cancel, you will have to return (at our cost) any relevant products you have already received and we will arrange a full refund of the price you have paid, including any delivery charges.