



Terms & Conditions

15th December 2022

Registered in England & Wales 0329327
Mighton Products Limited, Hinxton, CB10 1RG



www.mightonproducts.com
sales@mighton.co.uk
+44 (0)800 056 0471





Where to find information about us and our products

You can find everything you need to know about us, Mighton Products Limited registered in England and Wales with company registration number 03294327 and with registered office at Hinnton Grange, Hinnton, Saffron Walden, England, CB10 1RG, and our products on our website at www.mightonproducts.com or from our sales staff who can be contacted on 01223 497097 before you order. We also confirm the key information regarding these terms can be found at the above web address.

We don't give business customers all the same rights as consumers

For example, business customers can't cancel their orders, they have different rights where there is a problem with a product and we don't compensate them in the same way for losses caused by us or our products. Where a term applies just to businesses or just to consumers, this is clearly stated. You are a business customer if you are buying products wholly or mainly for use in connection with your trade, business, craft or profession, even if you are an individual.

We will never contract with you except in accordance with these terms and conditions of contract.



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When you buy from us you are agreeing that:

- ✓ [We only accept orders when we've checked them.](#)
- ✓ [Sometimes we reject orders.](#)
- ✓ [We charge you when you order OR we accept your order OR we supply your product.](#)
- ✓ [We may charge interest on late payments.](#)
- ✓ [We pass on increases in VAT.](#)
- ✓ [We're not responsible for delays outside our control.](#)
- ✓ [Products can vary slightly from their pictures or descriptions.](#)
- ✓ [You're responsible for making sure your measurements are accurate.](#)
- ✓ [We charge you if you don't give us information we need or do preparatory work as agreed with us](#)
- ✓ [If you are a consumer and you bought online, by mail order, over the telephone or on your doorstep, you have a legal right to change your mind plus extra rights under our guarantee OR and however you bought you have rights under our guarantee.](#)
- ✓ [You can end an on-going contract \(find out how\).](#)
- ✓ [You have rights if there is something wrong with your product.](#)
- ✓ [We can change products and these terms.](#)
- ✓ [We can suspend supply \(and you have rights if we do\).](#)
- ✓ [We can withdraw products.](#)
- ✓ [We can end our contract with you.](#)
- ✓ [We don't compensate you for all losses caused by us or our products.](#)
- ✓ [We use your personal data as set out in our Privacy Notice.](#)
- ✓ [You have several options for resolving disputes with us.](#)
- ✓ [Other important terms apply to our contract.](#)
- ✓ [We have other terms that apply specifically to our Sash Weights, Casement Window & Bi-Fold Door Calculations](#)
- ✓ [Design & Reproduction](#)
- ✓ [Mighton Reward Points](#)
- ✓ [Coastal regions - Hardware](#)
- ✓ [Angel Ventlock](#)
- ✓ [WPC Mightybead profiles](#)
- ✓ [Accoya](#)



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If you are a business customer this is our entire agreement with you

If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by us or on our behalf which is not set out in these terms and that you have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

We only accept orders when we've checked them

We will contact you to confirm we've received your order and we will have accepted your order when:

- ✓ We advise you of the date and location for collection of the product(s); or
- ✓ You are contacted by the delivery company confirming to you that the product(s) are out for delivery to you desired location.

Sometimes we reject orders

Notwithstanding our confirmation to you of acknowledgement of your order sometimes we reject orders, for example,

- ✓ because a product is unexpectedly out of stock,
- ✓ because a credit reference we have obtained is unsatisfactory,
- ✓ your account is on hold until previous invoices have been paid
- ✓ where your credit limit has been exceeded,
- ✓ because you are located outside our delivery areas, as stated on our website or
- ✓ because the product was mispriced by us.

When this happens, we let you know as soon as possible and refund any sums you have paid.

We retain the right to reject any order entirely at our discretion.



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We charge you when you order

Unless we have an agreed charging process with you we will take payment for the goods subject to our right to reject the order at the point at which you place your order. The time when you place your order is

- ✓ Website: make payment for goods through our website
- ✓ Email: if you are a credit account customer, the point at which we receive and open your email confirming the details of your order, otherwise when you confirm your payment details for the goods.
- ✓ Telephone or fax: you confirm your payment details for the goods.

If you are a business customer you have no set-off rights. If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

We charge interest on late payments

If we are unable to collect any payment you owe us we charge interest on the overdue amount at the rate of 8% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You pay us the interest together with any overdue amount.

We pass on increases in VAT

If the rate of VAT changes between your order date and the date we supply the product, we adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.



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We're not responsible for delays outside our control

If our supply of your product is delayed by an event outside our control, we contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we won't compensate you for the delay, but if the delay is likely to be substantial you can contact our Customer Service Team: sales@mighton.co.uk to end the contract and receive a refund for any products you have paid for in advance, but not received, less reasonable costs we have already incurred.

Delivery Delays

We use third-party delivery organisations and are not responsible for their delays in effecting delivery.

Products can vary slightly from their pictures

A product's true colour may not exactly match that shown on your device or in our marketing or its packaging may be slightly different. Because some of our products are handmade, all sizes, weights, capacities, dimensions and measurements indicated on our website can be out by up to 5%.

You're responsible for making sure your measurements are accurate

If we're making or supplying the product to measurements you provide, you're responsible for making sure those measurements are correct. Find information and tips on how to measure on our website and in our brochure or contact our Customer Service Team: sales@mighton.co.uk.

We charge you if you don't give us information we need or do preparatory work as agreed with us

We charge you additional sums if you don't give us information we've asked for about how we can access your property for delivery, installation or to provide services or if you don't do preparatory work for installation, as agreed with us. For example, we might need to re-deliver on another vehicle or with extra manpower or reschedule services.



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If you are a consumer and you either bought online, by email order, or over the telephone you have a legal right to change your mind.

Your legal right to change your mind. For most of our products either bought online, by email order, or over the telephone you have a legal right to change your mind about your purchase and receive a refund of what you paid for it, including the delivery costs. This is subject to some conditions, as set out below.

Your legal rights

- ✓ 14 days to change your mind.
- ✓ You pay costs of return

When you can't change your mind. You can't change your mind about an order for:

- ✓ services, once these have been completed;
- ✓ Appreciate this is standard terminology but can be removed as not appropriate for our business goods that are made to your specifications or are clearly personalised; and
- ✓ goods which become mixed inseparably with other items after their delivery.

The deadline for changing your mind. If you change your mind about a product you must let us know no later than 14 days after:

- ✓ the day we deliver your product, if it is goods. If the goods are for regular delivery (for example, a subscription), you can only change your mind after the first delivery. If the goods are split into several deliveries over different days, the period runs from the day after the last delivery.

How to let us know. To let us know you want to change your mind, contact our Customer Service Team: sales@mighton.co.uk



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You have to return the product at your own cost. If your product is goods, you have to return it to us within 14 days of your telling us you have changed your mind. Returns are at your own cost. However, prior to returning goods you will be required to complete a Returns form which can be found at our website www.mightonproducts.com/customer-service/returns/

You can bring the product to one of our warehouses the details of which can also be found on our website. You will need your email receipt and the card you paid with.

We don't refund any extra you have paid for express delivery or delivery at a particular time.

Please note that our delivery charges are not refundable if you decide to reject the goods.

You have to pay for services you received before you change your mind. If you bought a service we don't refund you for the time you were receiving it before you told us you'd changed your mind.

We reduce your refund if you have used or damaged a product. If you handle the product in a way which would not be acceptable in-store, we reduce your refund, to compensate us for its reduced value. For example, we reduce your refund if the product's condition is not "as new", price tags have been removed, the packaging is damaged or accessories are missing. In some cases, because of the way you have treated the product, no refund may be due. Our Customer Service Team: sales@mighton.co.uk can advise you on whether we're likely to reduce your refund.

When and how we refund you. If your product is a service, digital content or goods that haven't been delivered or that we're collecting from you, we refund you as soon as possible and within 14 days of you telling us you've changed your mind. If your product is goods that you're sending back to us, we refund you within 14 days of receiving them back from you (or receiving evidence you've sent them to us). We refund you by the method you used for payment. We don't charge a fee for the refund.



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You can end an on-going contract (find out how)

We tell you when and how you can end an on-going contract with us (for example, for regular services or a subscription to digital content or goods) during the order process and we confirm this information to you in writing after we've accepted your order. If you have any questions, please contact our Customer Service Team: sales@mighton.co.uk.

You have rights if there is something wrong with your product

Return the product to us. If you think there is something wrong with your product, you must either bring it into one of our stores or contact our Customer Service Team: sales@mighton.co.uk

You may be offered enhanced rights or warranties when you purchase the product(s) from our catalogue or website. In those cases, you are advised to retain a copy of the invoice of purchase of the product(s) to evidence your entitlements to those enhanced rights or warranties.

Your rights and remedies if you are a consumer. We honour our legal duty to provide you with products that are as described to you on our website and that meet all the requirements imposed by law. If you are a consumer rather than a Business customer your legal rights are summarised below. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.citizensadvice.org.uk. Remember too that [You have several options for resolving disputes with us](#).

Summary of your key legal rights. 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 lifespan of your product your legal rights entitle you to the following: Up to 30 days: if your goods are faulty, then you can get a refund. Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases. Up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.



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Your rights if you are a business. We warrant that on delivery, and for a period of 12 months from the date of delivery (warranty period), any products which are goods shall:

- ✓ conform in all material respects with their description and any relevant specification;
- ✓ be free from material defects in design, material and workmanship;
- ✓ be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- ✓ be fit for any purpose held out by us.

Your remedies if you are a business. Unless an exception applies (see Exceptions to business customers' warranty) if:

- ✓ you give us notice in writing during the warranty period within a reasonable time of discovery that a product does not comply with the business customer warranty (see Your rights if you are a business);
- ✓ we are given a reasonable opportunity of examining such product; and
- ✓ you return such product to us at our cost,

we shall, at our option, repair or replace the defective product, or refund the price of the defective product in full and this will be your only remedy for breach of the warranty. These terms shall apply to any repaired or replacement products supplied by us.

Exceptions to business customers' warranty. We will not be liable for a product's failure to comply with the business customer warranty (see Your rights if you are a business) if:

- ✓ you make any further use of such product after telling us it is non-compliant;
- ✓ the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the product or (if there are none) good trade practice;
- ✓ the defect arises because we followed any drawing, design or specification supplied by you;
- ✓ you alter or repair the product without our written consent; or
- ✓ the defect arises because of fair wear and tear, wilful damage, negligence, or abnormal working conditions.



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We can change products and these terms

Changes we can always make. We can always change a product:

- ✓ to reflect changes in relevant laws and regulatory requirements; and
- ✓ to make minor technical adjustments and improvements, for example to address a security threat. These are changes that don't affect your use of the product.

Changes we can only make if we give you notice and an option to terminate. We can also make the following types of change to the product or these terms, but if we do so we'll notify you and you can then contact our Customer Service Team: sales@mighton.co.uk to end the contract before the change takes effect and receive a refund for any products you've paid for in advance..

We can suspend supply (and you have rights if we do)

We can suspend the supply of a product. We do this to:

- ✓ deal with technical problems or make minor technical changes;
- ✓ update the product to reflect changes in relevant laws and regulatory requirements; or
- ✓ make changes to the product (see **We can change products and these terms**, above).

We let you know, may adjust the price and may allow you to terminate. We contact you in advance to tell you we're suspending supply, unless the problem is urgent or an emergency. If we suspend the product for longer than 3 months in any 6 months we adjust the price so you don't pay for it while its suspended. If we suspend supply, or tell you we're going to suspend supply, for more than 6 months you can contact our Customer Service Team: sales@mighton.co.uk to end the contract and we'll refund any sums you've paid in advance for products you won't receive.

We can withdraw products

We can stop providing a product, such as an ongoing service or a subscription for goods.



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We can end our contract with you

We can end our contract with you for a product and claim any compensation due to us if:

- ✓ you don't make any payment to us when it's due and you still don't make payment within 14 days of our reminding you that payment is due;
- ✓ you don't, within a reasonable time of us asking for it, provide us with information, cooperation or access that we need to provide the product; or
- ✓ you don't, within a reasonable time, either allow us to deliver the product to you or collect it from us. If you have said you will collect a product ("click and collect") but you don't do this within 30 days then (unless the product is made to your specifications or is clearly personalised) we treat your order as cancelled and refund the purchase price, see [If you are a consumer and you bought online, by mail order or over the telephone, you have a legal right to change your mind.](#)

You must wait until our product(s) arrive.

YOU should not proceed with any preparatory work or engage any tradesmen to assist you in your installation until such time as you have received the product(s). If you undertake preparatory work or engage any tradesmen prior to receipt of the product(s) we will not be liable to you if the work you undertake turns out to be incorrect or the costs of tradesmen if the product that arrives is incorrect or faulty.



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We don't compensate you for all losses caused by us or our products

Our liability to consumers. We're responsible for losses you suffer caused by us breaking this contract unless the loss is:

- ✓ **Unexpected.** It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).
- ✓ **Caused by a delaying event outside our control.** As long as we have taken the steps set out in the section [We're not responsible for delays outside our control](#). This includes delays caused by transport or courier companies who are delivering the goods to you.
- ✓ **Avoidable.** Something you could have avoided by taking reasonable action. For example, damage to your own digital content or device, which was caused by digital content we supplied and which you could have avoided by following our advice to apply a free update or by correctly following the installation instructions or having the minimum system requirements advised by us.
- ✓ **A business loss.** Our liability for any loss you suffer in connection with your trade, business, craft or profession is limited, as described in Our liability to businesses.

Our liability to businesses. If you're a business, then, except in respect of the losses described in Losses we never limit or exclude:

- ✓ we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
- ✓ our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total sums paid by you for products under such contract.



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Losses we never limit or exclude. Nothing in these terms shall limit or exclude our liability for:

- ✓ death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- ✓ fraud or fraudulent misrepresentation;
- ✓ breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- ✓ defective products under the Consumer Protection Act 1987; or
- ✓ any matter in respect of which it would be unlawful for us to exclude or restrict liability.

No implied terms about goods. Except to the extent expressly stated in Your rights if you are a business, we exclude all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982.

We use your personal data as set out in our Privacy Notice

How we use any personal data you give us is set out in our Privacy Notice: www.mightonproducts.com/legal/privacy-policy/

You have several options for resolving disputes with us

Our complaints policy. Our Customer Service Team: sales@mighton.co.uk. will do their best to resolve any problems you have with us or our products as per our Complaints policy: which can be obtained from us by contacting us at sales@mighton.co.uk.

You can go to court. These terms are governed by English law. If you are a consumer then, wherever you live, you can bring claims against us in the English courts and if you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. If you are a consumer we can claim against you in the courts of the country you live in. If you are a business you irrevocably agree to submit all disputes arising out of or in connection with our contract with you to the exclusive jurisdiction of the English courts.



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Other important terms apply to our contract

We can transfer our contract with you, so that a different organisation is responsible for supplying your product. We'll tell you in writing if this happens and if you are a consumer we'll ensure that the transfer won't affect your rights under the contract. If you're a consumer and you're unhappy with the transfer you can contact our Customer Service Team: sales@mighton.co.uk. to end the contract within 30 days of us telling you about it and we will refund you any payments you've made in advance for products not provided.

You can only transfer your contract with us to someone else if we agree to this.

Unless you are a consumer you must not transfer this Agreement, as it is personal to you, without written authority from us. If you are a consumer this authority will not be refused without good reason.

Nobody else has any rights under this contract. This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

If a court invalidates some of this contract, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

Even if we delay in enforcing this contract, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.



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We have other terms that apply specifically to our Sash Weights, Casement Window & Bi-Fold Door Calculations

It is our recommendation and the customer's obligation to supply accurate glazed weights and dimensions when using our balance or weights calculators, and accurate internal frame dimensions when Bi-fold doors are ordered. Our software can calculate approximate weights based on a common industry wide formula which has been used successfully by us for 25 years with little problem. However, due to the varying tolerances of glass, timber etc. we stress the results are recommendations and should be checked by the customer for purpose. We will not be liable to you for any loss of profits, administrative inconvenience, disappointment, indirect or consequential loss or damage arising out of any problem in relation to the goods and We shall have no liability to pay any money to you by way of compensation other than any refund we make under these conditions. Any balances or weights that prove erroneous must be returned to us at your expense. Please note our sash weights are subject to tolerance variation of up to 5% on dimensions and in weight.

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Mighton Reward Points

When ordering on Mighton Products website, you will automatically accrue loyalty points with every purchase made. When you log into your account you will see how many points you have earned with your purchases and be able to redeem them against your next order with us. You will earn 1 point per every pound spent and a point is worth 1p. If you return an item, you will receive a full refund for the original value of the item(s) excluding the carriage charge. We do not refund the reward points. We reserve the right to change or cancel the reward point scheme from time to time upon giving reasonable notice of such changes to you. We do not offer Reward points on the following product groups: Lead Sash Weights, Steel Sash Weights & Bifold Door Hardware.



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Coastal regions – Hardware

We do not recommend fitting anything other than our PVD plated products within 15 miles of the coastline or in coastal regions as elements such as salt spray and sea air can adversely affect the look, integrity and performance of other finishes.

Angel Ventlock

All products in our Angel Ventlock range are excluded from our standard warranty and come with a 1-year product replacement only warranty.

WPC Mightybead profiles

WPC profiles manufactured by us and our competitors may contain air-pockets. These are formed during the extruding process and, while we try to minimise them, we cannot guarantee they will not appear in the beading we produce. If you experience issues with our beading, please contact our technical advice team by email at sales@mighton.co.uk

Accoya

Accoya contains a small amount of acid. The acid can attack the surface of the springs and spirals in our spiral sash balances causing them to rust prematurely. We recommend you contacting the manufacturer and ensuring your joinery is properly sealed to prevent this. No refund, replacement or compensation will be paid where Accoya windows are found to have not been treated or sealed in the way the Accoya manufacturer recommends. We recommend the customer consults with the manufacturer of Accoya before selecting fixings as our understanding is they may need to be made from high quality stainless steel.



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