

## Terms & Conditions

Mesh Direct is the mail order and internet trading division of Hanscan Ltd ("**Mesh Direct**").

These terms and conditions apply to orders placed with Hanscan Ltd and its trading division Mesh Direct ("Terms and Conditions"). References below to "Mesh Direct" shall be deemed to refer to both Mesh Direct and Hanscan Ltd.

These Terms and Conditions apply to all orders howsoever placed, including but not limited to orders placed through the Mesh Direct website (the "Website"), orders placed over the telephone, orders placed by purchase order, by e-mail, or by fax. By accessing the Website and/or placing an order you agree to be bound by the Terms and Conditions. If you do not agree to be bound by these terms and conditions you may not use or access the Website.

The Terms and Conditions shall supersede and apply to the exclusion of any terms and conditions attached to a purchase order or e-mail, or any other terms issued by a customer.

### **You warrant that:**

The personal information which you are required to provide when you register as a customer or place an order with Mesh Direct is true, accurate, current and complete in all respects. You agree not to impersonate any other person or entity or to use a false name or a name that you are not authorised to use.

### **Order Acceptance**

Order acceptance and the completion of the contract between you and Mesh Direct will take place on the dispatch of the products ordered by you, unless we have notified you that we do not accept your order or you have cancelled your order. Reasons for non-acceptance of an order may include, but are not limited to, the following:

1. The product you ordered being unavailable from stock
2. Our inability to obtain authorisation for your payment
3. The identification of a pricing or product description error

If there is a problem with your order then you will be contacted by one of our customer services representatives.

The sales contract is completed in England, and is subject to English law. We reserve the right to reject any offer to purchase by you at any time.

## **Contract Creation**

The technical steps required to create the contract between you and Mesh Direct are as follows:

You place the order for products on the website by pressing the submit order button at the end of the check-out process. You will be guided through the process of placing an order by a series of simple instructions on the website. We will send to you an order acknowledgement email. This is not an order confirmation or order acceptance from Mesh Direct.

Alternatively, orders may be placed by telephone, by fax, by e-mail or by purchase order (subject to our minimum order requirements for purchase orders).

Order acceptance and the completion of the contract between you and Mesh Direct will take place on the dispatch to you of the products ordered, unless we have notified you that we do not accept your order or you have cancelled it in accordance with the instructions in the "Cancellation and Returns" section below.

## **Indemnity**

You agree to fully indemnify, defend and hold us, our officers, directors, employees, agents and suppliers harmless immediately on demand from and against all claims, liability, damages, losses, costs and expenses (including but not limited to legal fees) arising out of any breach of these Terms and Conditions by you or any other liabilities arising out of your use of the Website or our products, or the use by any other person accessing the Website using your shopping account and/or your personal information.

We reserve the right to:

Modify or withdraw, temporarily or permanently, the Website (or any part thereof) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of this website; and/or change these Terms and Conditions from time to time, and your continued use of the Website (or any part thereof) following such change shall be deemed to be your acceptance of such change.

It is your responsibility to check regularly to determine whether these Terms and Conditions have been changed. If you do not agree to any change to these Terms and Conditions then you must immediately stop using the Website.

## **Limitation of Liability**

Whilst we will use reasonable endeavours to verify the accuracy of any information we place on the Website, and information contained in any correspondence (including e-mail, quotations, pro-formas, mail, or verbal communication), we make no warranties, whether express or implied, in relation to the accuracy of information supplied.

The Website is provided on an "as is" and "as available" basis without any representation or endorsement made and we make no warranties of any kind, whether express or implied, in relation to the Website or any transaction that may be conducted on or through the Website or as a result of information contained on the Website, including but not limited to implied warranties of non-infringement, compatibility, security, accuracy, conditions of completeness, or any implied warranty arising from course of dealing or usage or trade.

We make no warranty that the Website will meet your requirements or will be uninterrupted, timely or error-free, that defects will be corrected, or that the Website or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, reliability of the Website. We will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the Website.

To the fullest extent permissible under applicable law, we disclaim any and all warranties of any kind, whether express or implied, in relation to the products available on the Website, or products supplied during the course of our business. This does not affect your statutory rights as a consumer, nor does it affect your contract cancellation rights.

We will not be liable, whether in contract, in tort (including, without limitation, negligence), in relation to pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise out of or in connection with these Terms and Conditions for; any economic losses (including but not limited to loss of revenues, profits, contracts, business or anticipated savings); or any loss of goodwill or reputation; or any special or indirect losses suffered or incurred by you or any third party arising out of or in connection with the provisions of any matter under these Terms and Conditions.

Nothing in these Terms and Conditions shall exclude or limit our liability for death or personal injury resulting from our negligence or that of our servants, agents or employees.

## **Delivery**

At Mesh Direct we are committed to giving you the best possible products, prices and service. Mesh Direct makes every effort to ensure that your goods are delivered within the specified delivery times by using accredited couriers. However, our delivery service times or scheduled delivery days are not guaranteed.

Non-delivery should be notified to us within 14 days of order confirmation. Customers in the Scottish Highlands should allow at least one extra day for delivery. All deliveries must be signed for by the customer or by a person acting on behalf of the customer. Customers requesting products to be left without signature do so entirely at their own risk and Mesh Direct will not be liable for any claim for missing items once they have been left by our approved courier.

Should any product purchased from Mesh Direct be found to be damaged upon delivery\* or faulty then we will be pleased to arrange replacement or a refund for the item purchased. Please note that where there is no obvious damage to goods from the external packaging, all deliveries must be inspected. Any damage to the goods discovered once the goods have been unpackaged must be notified to us within 7 calendar days.

\* If goods are found to be damaged upon delivery, they must be signed for as damaged.

## **Cancellation and Returns**

### 1.) Cancellation and Returns for private consumers

In the event of a private customer purchasing an item by mistake or simply not requiring the items from Mesh Direct then you should notify us in writing, either by post or by e-mail (sales@meshdirect.co.uk), that you intend to return your order (you must notify us **within the period of 60 calendar days starting on your order date**).

We will be pleased to arrange for an exchange or refund, provided that the item/s are in new and unused condition and contained in original undamaged packaging. Goods should be returned to us at the "Address for returns" shown below.

**It will be the responsibility of the customer to pay the return costs of the unwanted item/s by courier or signed-for mail.**

You should be able to find a competitive courier cost on the Parcel Monkey website [www.parcelmonkey.co.uk](http://www.parcelmonkey.co.uk).

For customers not wishing to make their own arrangements to return the items to us, we can instruct an insured courier on their behalf to collect from their premises. The charge for this service is based on the overall weight of the items being returned to us. For Mainland UK (Excluding Scottish Highlands and offshore locations) the cost is £18.50 for returns up to 20kgs, plus 28p per kg thereafter.

For returns from the Scottish Highlands and Offshore, including those postcodes shown in our carriage charges at a higher delivery rate, the cost for return is the same as the original delivery cost plus £12.00.

Should our courier not be able to collect goods due to no-one being available at the collection address on the pre-arranged day of collection, full charges will be made for a new collection booking (in addition to the original collection charge).

**Please note that the above collection charge will be deducted from any refund in the event that the goods are refused on delivery.**

Please also note that only the standard delivery element (if any) of the outgoing carriage will be refundable. Enhanced delivery service charges, such as "Next Day Delivery" costs, will not be refunded.

There is no automatic right to return a part order. However, if you wish to return part of an order, please contact us to discuss the options. **We are also not able to accept returns of any goods which have been cut to size.**

This statement does not affect your statutory rights as a consumer.

## 2.) Cancellation and Returns for businesses

Businesses purchasing from Mesh Direct do not have a legal right to return goods for a refund. However, we will consider returns for businesses subject to a 10% re-stocking charge. In the event that we accept goods for return, then a credit will be offered for use against a future order (we are not able to offer a refund). Please note that we do not accept returns for orders placed by purchase order or on account.

Businesses must notify us in writing, either by post or by e-mail (sales@meshdirect.co.uk), that you intend to return an order (you must notify us ***within the period of 60 calendar days starting on your order date***). We will be pleased to arrange for an exchange / credit note, provided that the items are in new and unused condition and contained in original undamaged packaging.

This policy does not apply to returns of a part order. However, if you wish to return part of an order, please contact us to discuss the options. **We are also not able to accept returns of any goods which have been cut to size.**

Please also note that we do not offer a courier collection service for businesses. Therefore, you must arrange for the goods to be returned to us at the below address. In the event that goods are refused on delivery, a return delivery charge will be applied.

### **Address for returns**

Mesh Direct  
Unit A2 Fraylings Business Park  
Davenport Street  
Burslem  
Stoke-on-Trent  
ST6 4LN

\* If goods are found to be damaged upon delivery, they should be signed for as damaged and will be replaced.

### **Faulty Goods**

If a fault with your product occurs within its guarantee period (normally 12 months from delivery) we will offer you a replacement or refund for the goods (this does not apply to certain clearance items sold as grade 2 products, or to products sold at a reduced price due to an existing fault). In all cases we reserve the right to inspect the product and verify the fault. Please note that certain products may not be suitable for use in coastal or marine environments. If a product is to be used in such an environment then please contact our sales team to discuss suitable options.

We will not be liable for any economic losses (including but not limited to loss of revenues, profits, contracts,

business or anticipated savings); or any loss of goodwill or reputation; or any special or indirect losses suffered or incurred as a result of a faulty product.

We do not cover faults caused by accident, neglect, misuse or normal wear and tear.

This statement does not affect your statutory rights as a consumer.

#### **After-sales care and complaints.**

In the event that you have any questions regarding your order after the contract has been concluded, or should you wish to make a complaint about your order, then such communications can be made by telephone (please call 01782 820 970), by e-mail ([admin@meshdirect.co.uk](mailto:admin@meshdirect.co.uk)), or in writing to the following address:

Mesh Direct  
Unit A2 Fraylings Business Park  
Davenport Street  
Burslem  
Stoke-on-Trent  
ST6 4LN

#### **Product specifications**

All sizes shown on our website are for guidance only, and meshes and products may be rounded to the nearest mm from the imperial size in which they are made. For example, most products described as 1200mm may in fact measure 1220mm which is equal to 48 inches imperial. **All products including wire thickness should be accurate to within 15% of their stated measurements. If measurement is critical, then please contact our sales office before purchase. All products should be checked by the customer before fixing.**

Products which have been colour coated may come from different batches or suppliers. If colour matching is critical then please contact us.

#### **Privacy Statement and your rights under GDPR**

##### Introduction

This Privacy Statement explains in detail the types of personal data we may need to collect from you when you order from us or submit a query to us, together with how we'll securely handle and store that data.

The privacy of all our offline and online customers is extremely important to us and we are committed to protecting your privacy.

We trade as Hanscan Limited, and will be the "controller" and "processor" of the personal data you (as a customer) provide to us. Mesh Direct is a trading company of Hanscan Limited.

For simplicity throughout this statement, “we” and “us” means Hanscan Limited and Mesh Direct.

#### Reasons for collecting and processing personal data

There are a number of different reasons, as set out within the law on data protection, for which we may collect and process your personal data. These include:

1. Consent – you have given us clear consent for us to process your personal data for a specific purpose; e.g. If you tick a box confirming you would like to receive updates from us.
2. Contract – processing your data is necessary for a contract we have with you; e.g. in order for the courier to deliver your parcel we will need to obtain your address and contact details.
3. Legal obligation – the processing is necessary for us to comply with the law; e.g. we have a responsibility to pass on details of people involved in criminal activity to the appropriate law enforcement agency. We have a legal obligation to retain appropriate records, for example for accounting purposes.
4. Legitimate interests – the processing is necessary for our legitimate interests insofar as it may reasonably be expected as part of the running of our business; e.g. selling and supplying goods, or handling customer queries.

#### What personal data do we collect?

You usually provide us with your personal details when you:

- create an online account with us;
- purchase a product over the telephone or online;
- leave a review or query on our website; or
- e-mail an order or enquiry to us.

The nature of the personal data provided can include, but is not limited to:

- Name
- Company name
- Billing/delivery address
- Email address
- Telephone number
- Credit/debit card details

We do not collect or hold any highly sensitive data, such as health details/religious or political views. Our data is the minimum required to complete orders, and unless otherwise agreed with you is only basic personal data.

#### How and why we collect your personal data

In order to process and deliver customers' orders we need to collect certain details from you, which we may keep for a reasonable period of time afterwards to ensure customer satisfaction with the product(s) ordered and to facilitate repeat orders. In addition, your details will usually need to be passed to a third party courier in order for the item(s) to be successfully delivered. We need to collect your personal data during the checkout stage of ordering to ensure that we can process your order and comply with our contractual and legal obligations.

We also need to ascertain certain details from you to respond to customer queries or complaints (either verbally or in writing). We may keep a record of these to inform any future communications.

We do not monitor or analyse specific personal data and we do not use your personal data to generate income unless you have specifically consented to receiving offers or marketing material from us. We do collect and analyse certain website usage data for legitimate business purposes but this is not specific in nature and does not contain customers' personal data.

We may use technology to track the patterns of behaviour of visitors to our website. This can include using a "cookie" which would be stored on your browser. The information collected in this way can be used to identify you although you can modify your browser settings to prevent this.

#### *How we protect your personal data*

Data security is of the utmost importance to us, and we have implemented a number of measures to keep your personal details safe. The administrative access to our websites are password protected, and third party websites which hold customer data are also secured with regular password updates.

We have taken steps to protect our websites from a cyber security attack, and regularly test our security measures. We also have internal policies setting out our data security approach and undertake staff training on this topic.

The personal information that you provide will be held securely in accordance with our internal security policy and the law.

#### *How long will we keep your personal data?*

Whenever we collect or process your personal data, our intention is to keep it for the purpose of assisting each individual customer, until such time that the information would no longer be useful for processing repeat orders.

#### *Who do we share your personal data with?*

The day-to-day running of our business requires us to sometimes share your personal data with trusted third parties. For example, in order to deliver your order we will need to provide our external couriers with your address and contact details. Other parties who may have secure access to your data include our website



developers (access only), external suppliers where goods are sourced for customers, and Hanscan Limited employees (in their capacity as data processors).

In order to keep your data safe, we only provide the information third parties need to perform their specific services. We work closely with them to ensure that your privacy is protected. No personal information is sold or traded to any party outside Hanscan Limited.

#### What are your rights over your personal data?

You have the right to request confirmation of the personal data we hold about you at any time, together with the right to amend any aspect of your personal data if it is incorrect, out of date or incomplete. You can check the information we hold about you by emailing us at [admin@meshdirect.co.uk](mailto:admin@meshdirect.co.uk) and we will promptly rectify any inaccuracies.

Under the European General Data Protection Regulation (GDPR) in some instances you also have the “right to be forgotten” if you no longer want us to process your personal data and we have no other legal grounds to keep it. In cases where we are processing your personal data on the basis of our legitimate interest, you can ask us to stop for reasons connected to your individual situation. We must then do so unless we believe we have a legitimate overriding reason to continue.

If you have any questions about the information we hold about you, please contact us in writing at the below address:

Hanscan Limited  
Unit A2 Fraylings Business Park  
Davenport Street  
Stoke-on-Trent  
ST6 4LN

#### Contacting the Regulator

If you feel that your data has not been handled correctly, or you are unhappy with our response to any request you have made to us regarding the use of your personal data, you have the right to lodge a complaint with the Information Commissioner’s Office. You can contact them by calling 0303 123 1113 or go online to [www.ico.org.uk/concerns](http://www.ico.org.uk/concerns) (opens in a new window; please note we cannot be responsible for the content of external websites).

#### **Enforceability**

In the event that any clause or part clause of these Terms and Conditions is found by the Court to be illegal, invalid, or unenforceable then that provision will be removed from these Terms and Conditions and will be

rendered ineffective without, as far as is possible, modifying any other clause or part clause of these Terms and Conditions which will remain in full force.