

General

This site is owned and operated by Challenge Maintenance, a trading name of Janine & Trevor Passingham, ("we", "our" or "us" shall refer Challenge Maintenance). Our offices are at: Unit 3, Astron Court, Daniels Way, Hucknall, NOTTINGHAM, NG15 7LL. If you want to ask us anything about these terms and conditions or have any comments or complaints on or about our website, please e-mail us at: info@challengemaintenance.com telephone us on 0870 950-2221.

These terms and conditions set out the basis on which you can visit and use our website. They will apply to all transactions carried out on our website. Please read them carefully as they contain important information.

1. Ownership of Rights

All rights, including copyright, in this website are owned by or licensed to Challenge Maintenance. Any use of this website or its contents, including copying or storing it or them in whole or part, other than for your own personal, non-commercial use is prohibited without the permission of Challenge Maintenance. You may not modify, distribute or re-post anything on this website for any purpose.

2. Prices

Challenge Maintenance has taken every care in the preparation of the content of this website, in particular to ensure that prices quoted are correct at time of publishing and all products have been fairly described. However, orders will only be accepted if there are no material errors in the description of the goods or their prices as advertised on this website. All prices are displayed exclusive of VAT. The price for goods ordered by you and accepted by us will be that stated on the website at the time of order.

3. Accuracy of Content

Illustrations and colours are for the purposes of representation only. Packaging may vary from that shown. The weights, dimensions and capacities if given are approximate only. If you have any queries, contact our sales team on 0870 950-2221 to discuss our products further. To the extent permitted by applicable law, Challenge Maintenance disclaims all warranties, express or implied, as to the accuracy of the information contained in any of the materials on this website. Challenge Maintenance shall not be liable to any person for any loss or damage, which may arise from the use of any of the information contained in any of the materials on this website.

4. Damage to your Computer

Challenge Maintenance makes every effort to ensure that this website is free from viruses or defects. However, we cannot guarantee that your use of this website or any websites accessible through it won't cause damage to your computer. It is your responsibility to ensure that the right equipment is available to use the website and screen out anything that may damage it. Challenge Maintenance shall not be liable to any person for any loss or damage which may arise to computer equipment as a result of using this website.

5. Availability

All items are subject to availability. We will inform you as soon as possible if the goods you have ordered are not available.

6. Ordering Errors

You are able to correct errors on your order up to the point at which you click on "submit" on the final page of our ordering process.

7. Delivery Charges

The customer should sign for all packages as shown in the delivery consignment note. It is the customer's responsibility to note any missing items on the delivery consignment note and notify Challenge Maintenance of any shortages within 24 hours of delivery.

8. Order Acknowledgement

If you have supplied us with your e-mail address, we will notify you by e-mail as soon as possible to confirm receipt of your order and e-mail you again or telephone you to confirm we have accepted your order. At this point the contract for our sale and your purchase of the goods shall be made and the contract shall be formed at the place from which our acceptance e-mail is sent to you. Your order will not be accepted if it becomes apparent to us that there are material errors in the prices advertised on our website. If you have not supplied us with your e-mail address, our confirmation of order page at the end of our ordering process will act as confirmation that we have received your order. No contract will be formed until you receive confirmation from us that we have accepted your order, at which point we will take payment from your credit or debit card once we have checked your credit or debit card details. If there are any changes to the details supplied by you it is your responsibility to inform us as soon as possible.

9. Cancellation Rights

You have the legal right to cancel your order within seven working days of receipt of the goods. You may cancel your order by:

- (a) sending a notice of cancellation by e-mail, fax or post ensuring that you quote your name, address and customer reference number;
- (b) where you have received the goods already, by returning all the goods unopened together with the original invoice within 7 working days from the date you received the goods.

We will then refund you the purchase price of the goods upon inspection. Please note that you will be responsible for the costs of returning the goods to us unless we delivered the item to you in error. Customer will also be charged for any missing accessories or components which were part of the order being returned.

Once we receive notification from you that you wish to withdraw from the contract (in accordance with these terms) any sum debited from your credit or debit card in relation to your order will be re-credited to that credit or debit card account as soon as possible, and in any event within 28 days of your order, provided that the goods you wish to return are received in the condition that they were in when delivered to you. If you do not return the goods as required, we may charge you a sum not exceeding the trade cost price of the goods.

If a good is returned to us with a fault and our engineers do not find an electronic fault with your product or if the fault is not covered by the manufacturer's guarantee then you will be charged the full cost of the callout and any associated delivery and repair costs if applicable.

Under the terms of the distance selling directive you as the customer have a duty of care for the product whilst it is in your possession and damaged products cannot be returned under the guidelines set out by the distance selling directive.

In the event where you receive excess stock, you will be charged for the surplus stock until the product is returned to us.

10. Damaged Goods

In the unlikely event that you receive goods which were not what you ordered or which are damaged or defective or are of a different quantity to that stated on your order form, we shall, at our own option, make good any shortage or non-delivery, or replace or repair any damaged or defective goods, or refund to you the amount you paid for the goods in question PROVIDED THAT you notify us of the problem in writing at the address stated in the confirmation e-mail within 10 working days of delivery of the goods and return the goods to us within 14 days thereafter within its original packaging. We will refund the costs of postage in relation to returned goods that are genuinely damaged or defective at our sole discretion. Or, in the case of non-delivery, within 30 working days from the confirmation e-mail. NOTHING IN THIS CLAUSE AFFECTS YOUR STATUTORY RIGHTS.

11. Links to Other Websites

We have placed links on this website to other websites we think you may want to visit. We do not vet these websites and do not have any control over their contents. Challenge Maintenance cannot accept any liability in respect of the use of these websites.

12. Exclusions of Liability

Any disclaimers and exclusions or liability in these terms and conditions shall not apply to any damages arising from death or personal injury caused by the negligence of Challenge Maintenance or any of its employees or agents or fraud. These disclaimers and exclusions shall be governed by and construed in accordance with English Law. If any provision of these disclaimers and exclusions shall be unlawful, void or for any reason unenforceable then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

13. Data Protection

We will take all reasonable precautions to keep the details of your order and payment secure but unless we are negligent, we will not be liable for unauthorised access to information supplied by you.

We process all your credit or debit card information using a secure payment service and do not hold or store your personal details on our servers.

We will only use the information supplied by you for the purposes of fulfilling your order unless you agree otherwise. We would like to notify you of products and offers which may be of interest to you from time to time; if you do not wish to receive such notification please tick the box on the order form. You can correct any information about you or ask for information about you to be deleted by giving us written notice at the address, fax number or e-mail address shown on the website.

Please note, that if we suspect that any order is placed or any payment is made fraudulently, we will use the information supplied by you in order to investigate.

In addition, please see our [Privacy Policy](#)

14. Other Legal Notices

There may be legal notices on other areas of this website which relate to your use of this website, all of which will, together with these terms and conditions from time to time will be changed and you should look through them as often as possible.

15. Law & Jurisdiction

This website, any content contained herein and any contract brought into being as a result of usage of this website are governed by and construed in accordance with English Law. The parties to any such contract agree to submit to the exclusive jurisdiction of the courts of England. All contracts are concluded in English.