



Terms and Conditions

1. Introduction

Welcome to McClures! These Terms and Conditions ("T&Cs") govern the use of our website and the purchase of our products and services. By accessing our website and/or placing an order with McClures, you agree to be bound by these T&Cs.

Company Information:

W.McClure Ltd

College Road, Windermere Cumbria, LA23 1BX

015394 42636

sales@wmccclure.co.uk

2. Definitions

- **"We", "Us", "Our"** refers to McClures.
- **"You", "Your"** refers to the customer or user of our website.
- **"Goods"** refers to the products sold by McClures.
- **"Order"** refers to a request by You to purchase Goods from McClures.

3. Use of Website

By using our website, you confirm that:

- You are at least 18 years of age.
- All information provided by you, including contact and payment information, is accurate, up to date, and complete.
- You agree to comply with these T&Cs and any applicable laws.

McClures reserves the right to suspend or terminate your access to our website if we suspect any unlawful or unauthorized activity.

4. Placing an Order

When you place an order with McClures, the following process applies:

- You submit an order via our website, phone, or email.
- Minimum Order Requirement: A minimum order value of £75 (excluding VAT) is required for deliver
- We will confirm receipt of your order via email

- Acceptance of your order occurs when we dispatch the Goods to you.
- We reserve the right to refuse any order for any reason, including but not limited to product availability or issues related to pricing or payment.

5. Pricing and Payment

- **Prices:** All prices are listed in GBP and are exclusive of VAT unless otherwise stated. Prices may be subject to change at any time.
- **Payment Terms:** Payment is due as specified on your invoice and can be made via credit/debit card, BACs, or other methods agreed upon. Any unpaid balances may incur interest and could lead to suspension of future orders.
- **Credit Terms:** For customers with approved credit accounts, payments must be made according to the agreed terms. Failure to pay on time may result in withdrawal of credit facilities.

6. Delivery

- **Delivery Service:** We offer delivery services to most locations within the UK. Delivery is free for orders that meet the £75 minimum order value.
- **Delivery Area:** We deliver to addresses within 70 miles range from Windermere in the Lake District, where our Cash & Carry is situated.
- **Delivery Time:** Delivery times are estimates only, we are not responsible for delays caused by circumstances beyond our control. Deliveries may be delayed or rescheduled due to adverse weather conditions (e.g., snow, flooding, storms) We will notify you of any delays as soon as possible and arrange a new delivery time.
- **Risk:** Risk in the Goods passes to you upon delivery. Ownership of the Goods remains with McClures until full payment has been received.
- **Inspection:** You shall inspect the Goods upon delivery. Any claims for shortages, defects, or damage must be made within 48 hours of receipt of the Goods.

7. Returns and Refunds

- **Faulty or Damaged Goods:** If Goods are damaged or faulty upon delivery, you must notify us within 48 hours. We may offer a refund, replacement, or credit, subject to our inspection of the claim.
- **Non-Faulty Goods:** Non-faulty goods may only be returned with our prior agreement and must be in resalable condition.
- **Perishable Goods:** We regret that we cannot accept requests for collections of chilled and frozen products due to HACCP controls, unless they are faulty or damaged upon arrival.

8. Product Availability

- **Stock Levels:** All products are subject to availability. If a product you order is out of stock, we will offer an alternative or refund.
- **Substitutions:** We reserve the right to substitute products with similar alternatives if the original item is unavailable, unless you specifically request no substitutions when placing your order.

9. Liability

- **Limitation of Liability:** McClures shall not be liable for any direct indirect or consequential losses or damages that arise from the use of our Goods or services. Our total liability for any direct losses shall not exceed the value of the Goods purchased.
- **Product Information:** We endeavour to ensure that product descriptions and information are accurate, but we do not guarantee the completeness or accuracy of such information. It is your responsibility to check product specifications, allergens, and other details before use.
- **Website Use:** While we strive to ensure our website is secure and operational at all times, we do not guarantee uninterrupted access, and we are not responsible for any damage caused by the use or inability to use our website.

10. Force Majeure

McClures is not liable for any delay or failure to fulfil our obligations under these T&Cs due to events beyond our reasonable control, including but not limited to acts of God, strikes, wars, natural disasters, pandemics, or supply chain disruptions.

11. Intellectual Property

All content on the McClures website, including text, images, logos, and product descriptions, is the intellectual property of McClures or our licensors. You may not copy, reproduce, or use any of our content without our express permission.

12. Data Protection

We collect and process personal data in accordance with our **Privacy Notice**, which is available on our website. By using our website and placing orders, you agree to the collection and use of your personal information as described in our Privacy Notice.

13. Termination

We reserve the right to terminate your account and refuse any future orders if we suspect fraudulent activity, breach of these T&Cs, or non-payment of invoices.

14. Governing Law

These T&Cs and any disputes arising out of or related to them shall be governed by and construed in accordance with the laws of England and Scotland. You agree to submit to the exclusive jurisdiction of the courts of England and Scotland.

15. Changes to the Terms & Conditions

McClures reserves the right to modify these T&Cs at any time. Any changes will be posted on our website, and it is your responsibility to review them regularly. By continuing to use our services or website after changes have been posted, you agree to the updated terms.

Contact Us

If you have any questions or concerns about these Terms & Conditions, please contact us:

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