

Gilbert Curry Industrial Plastics, including theplasticshop.co.uk
Terms & Conditions of Sale (including, where applicable, additional Terms of Buying Online)

theplasticshop.co.uk is a trading name of Gilbert Curry Industrial Plastics Co Ltd (hereafter referred to as GCIP)

All orders placed by you and purchases of goods from us (whether face-to-face, by telephone, facsimile, post, email, or via our website or by such other means as we may permit) are on the basis of these Terms and Conditions and are subject to acceptance by us. No contract will exist between you and theplasticshop.co.uk and/or GCIP for the sale of products by us to you until we send our official order acknowledgement to you. This will be deemed to be our acceptance of your order and to have been effectively communicated to you.

We are Gilbert Curry Industrial Plastics Co Ltd, also trading as theplasticshop.co.uk
Our Company number is 01644094, and we have been trading since 1982
Our VAT number is GB307699917
Our registered office and trading address is 16 Bayton Road, Bayton Road Industrial Estate, Coventry, CV7 9EJ, UK
Our contact telephone number is 0800 321 3085, or 024 76 588 383 (or from overseas +44 24 76 588 383)

Definitions

- (i) "Company" means Gilbert Curry Industrial Plastics Co Ltd (including theplasticshop.co.uk)
- (ii) "Buyer" means the person or entity who buys or agrees to buy the Goods from the Company
- (iii) "Goods" "Purchase(s)" means the item(s), article(s), or service(s) the Company is to supply in accordance with these conditions of sale
- (iv) "Consumer" means an individual, rather than a company or other organisation, and acting for purposes which are wholly or mainly outside of his or her trade, business, craft or profession
- (v) "Business" or "Trader" means an individual or organisation whether publicly or privately owned, who is acting - including through any other person acting in their name or on their behalf - for purposes relating to their trade, business, craft or profession in relation to contracts for goods and services.

1. Price Information

The prices displayed online are only applicable to purchases made via the theplasticshop.co.uk website. Special Offers and promotions advertised in the press or other media may be excluded unless specifically advertised as available online. All prices are correct at time of display online. Prices displayed online or otherwise quoted exclude VAT unless shown. VAT will be chargeable on all purchases and will be added to the final total due. We regret we are not able to offer VAT exclusive pricing for purchases via our website to exemption holders. If you hold a VAT exemption certificate, or for areas where VAT does not apply, please contact us directly by email at customer.service@theplasticshop.co.uk or by phone on 0800 321 3085. Otherwise, the price of the Goods shall be the price stated in our written or verbal quotation or such other price expressly agreed by the parties. We reserve the right to correct the price where an error has occurred, howsoever caused, resulting in an incorrect price being given by us or displayed online. In these circumstances, you will not be bound to continue with your purchase, and will be asked to email us to confirm that you wish to proceed. Every effort is made to ensure the accuracy of all information contained within our site. If, for whatever reason, we are unable to fulfil your order we will offer the nearest possible alternative or issue a full refund if payment has already been processed.

Please note that the processing of your payment for your order does not constitute legal acceptance of your order.

2. Ordering Goods

i) Online: Our online store can accept orders originating from and for delivery to UK addresses only. For deliveries outside the UK, please contact us by phone on 0800 321 3085 to process your order. To order goods from our online store simply select the required options on the required product information page and click the "Add to Basket" button. After making your selections use the "View Basket" link. You will be able to review and amend your order before proceeding through the checkout pages. We will ask for details of your billing address - this **MUST** be the address at which your Credit/Debit card is registered - and email/phone contact details so we can contact you if we need to discuss your order. You will be given the opportunity to select a different delivery address during the checkout process. Clicking "Submit Order and Pay" will take you to a third party payment authorisation interface to process your chosen payment method. On confirmation this will generate and transmit your order and display a page confirming the details of your order for your records. If you need to amend your order after it has been generated, please contact us either by email (customer.service@theplasticshop.co.uk) or telephone (0800 321 3085, Mon-Fri 8.30am-5pm). theplasticshop.co.uk and/or GCIP will confirm receipt of your order by sending an email to you using the email address you supplied when making your online purchase, however this will not bring into existence a legally binding agreement between us. All orders placed on theplasticshop.co.uk are subject to stock availability and to the validation checks described in section 4 below. Also please refer to section 1 above regarding incorrect prices. Our website operates on an 'invitation to treat' basis and not as an 'offer for sale' as a result, theplasticshop.co.uk and/or GCIP reserves the right to decline orders for bulk, high value or otherwise suspicious purchases. Please note that the only language in which the contract can be concluded is English. Details of your order will be retained by theplasticshop.co.uk and/or GCIP in our database and these details can be made available on request. Please email us at customer.service@theplasticshop.co.uk. No contract will exist between you and theplasticshop.co.uk and/or GCIP for the sale of products by us to you until we send our official order acknowledgement to you. This will be deemed to be our acceptance of your order and to have been effectively communicated to you accordingly.

ii) Offline: Orders placed with us face-to-face, by telephone, facsimile, post, email, or by such other means as we may permit will be processed according to these terms and conditions of sale. The price of the Goods shall be the price stated in the Company's quotation or such other price expressly agreed by the parties. If no such price for the Goods is fixed the price shall be that listed in the Company's published price list current at the date when the contract is made. All quotations whether verbal or in writing, are subject to the Company's confirmation on receipt of the Buyer's order. No contract will exist between you and theplasticshop.co.uk and/or GCIP for the sale of products by us to you until we send our official order acknowledgement to you. This will be deemed to be our acceptance of your order and to have been effectively communicated to you accordingly. Any quotation given by the Company is valid only for 30 days, unless stated otherwise. All prices quoted are subject to adjustment to cover any increases in taxation, duty or exchange rate fluctuation between accepting your order and contract completion date.

3. Description

- (i) The description given to the Goods in any quotation or contract is given by way of identification thereof only and the descriptions and illustrations contained in the Company's catalogues, price lists and advertising material are intended merely to present a general idea of the Goods unless explicitly stated otherwise.
- (ii) Because of conditions existing in the manufacture of some Goods the right is reserved to despatch and invoice 10% more or less than the quantity specified.
- (iii) Dimensions quoted are nominal sizes only and subject to industry standard tolerances. See section 13a below for more information on tolerances.

4. Availability

All goods are subject to availability. We endeavour to hold sufficient stock to meet all orders and purchases based on historical forecasting, if we have insufficient stock to supply or deliver the goods ordered and paid for by you, we will attempt to contact you using the details you have provided to us to ask you how you wish to proceed. Where goods are out of stock and you choose not to proceed with all or part of your order due to a change of lead time, we will refund you the price paid for such goods as soon as possible and in any case within 14 days.

5a. Payment (Non Account Customers)

We accept payment using most major credit cards, debit cards and verified PayPal accounts. Payment will be debited to your account before the despatch of your purchase. Goods will only be released once payment has been received by us in full.

If you would like to order using a different payment method (eg bank transfer), please contact us at customer.service@theplasticshop.co.uk or by phone on 0800 321 3085. Please note that the processing of your payment for your order does not constitute legal acceptance of your order.

5b. Payment (Pre-Authorised Account Customers)

(i) Unless otherwise stated, payment is strictly net cash to be paid one calendar month following month of invoice. Failure to make due payment in respect of deliveries and instalments under this or any other contract between the Buyer and the Company shall entitle the Company to delay, suspend or cancel deliveries in whole or part at its option without notice or liability.

(ii) The company reserves the right to collect payment for unpaid credit using payment details previously and securely recorded.

(iii) The company reserves the right to refuse, limit or withdraw credit facilities without notice, explanation or liability.

6. Validation Checks

All credit, debit and charge card payments are subject to validation checks and authorisation by the card issuer. If the issuer of your payment card refuses to authorise payment to us, we will not be liable for any delay or non-delivery. When paying by PayPal, we will only deliver to verified accounts and confirmed delivery addresses as advised to us by PayPal.

In addition, in the interests of preventing fraud theplasticshop.co.uk and/or GCIP may validate the names, addresses and other information supplied during the order process against commercially available records (e.g. Electoral Roll data) and/or through third party companies. We may need to contact you by letter, telephone or email to further verify details before we are able to dispatch your order or we may be unable to accept your order. We will not be liable for any delay or non-delivery whilst such checks are carried out.

7. Liability

i) All information supplied by or on behalf of theplasticshop.co.uk and/or GCIP in relation to the products displayed on this site, whether in the nature of data, recommendations or otherwise, is supported by manufacturers research and believed reliable. theplasticshop.co.uk and/or GCIP assumes no liability whatsoever in respect of application, processing or use made of the aforementioned information or products, or any consequence thereof. The Buyer undertakes all liability in respect of the application, processing or use of the aforementioned information or product, whose quality and other properties he shall verify, or any consequence thereof. No liability shall attach to theplasticshop.co.uk and/or GCIP for any infringement of the rights owned or controlled by a third party in intellectual, industrial or other property by reason of the application, processing or use of the aforementioned information or products by the Buyer.

(ii) Except as otherwise expressly mentioned in these conditions, the Company shall have no liability of any kind to the Buyer in respect of any loss or damage (whether direct, indirect or consequential) suffered by the Buyer, whether in contract or negligence or otherwise howsoever, whether for loss or damage to property or for death or bodily injury or otherwise howsoever in respect of Goods supplied or work done by the Company. The Buyer shall indemnify the Company against any claim made against the Company by a third party arising out of any Goods supplied to or work done for the Buyer.

(iii) No forbearance or indulgence by the Company shown or granted to a Buyer, whether in respect of these Conditions or otherwise shall in any way affect or prejudice the rights of the Company against the Buyer or be taken as a waiver of any of these Conditions.

8a. Delivery of Goods

We can deliver to addresses within the United Kingdom although for deliveries to non-mainland UK addresses and certain remote locations e.g. Scottish Isles, Isle of Man, Isle of Wight, Northern Ireland, Scottish Highlands, Channel Islands there may be an additional delivery charge and slightly longer delivery lead time. We will advise if there are any additional carriage charges to your order once it has been received by us for processing. In these circumstances, you will not be bound to continue with your purchase, and will be asked to email us to confirm that you wish to proceed.

Goods can be delivered either to most UK business or home addresses with a valid postcode.

Your order will be delivered either by Royal Mail, Royal Mail Recorded Delivery, our own transport or by Courier. A signature is required for all Royal Mail Recorded Delivery, own transport and Courier deliveries.

If your order contains more than one product the individual products may, on occasions, be sent on multiple dispatches.

Quotations for arranging/making international deliveries can be provided on request.

8b. Delivery Charges

A carriage & packing charge is normally applied to all orders placed online - the current rate is clearly displayed on the Carriage & Packing Charges page of our website.

We can deliver to addresses within the United Kingdom although for deliveries to non-mainland UK addresses and certain remote locations e.g. Scottish Isles, Isle of Man, Isle of Wight, Northern Ireland, Scottish Highlands, Channel Islands there may be an additional delivery charge and slightly longer delivery lead time. We will advise if there are any additional carriage charges to your order once it has been received by us for processing. In these circumstances, you will not be bound to continue with your purchase, and will be asked to email us to confirm that you wish to proceed.

Goods can be delivered to most UK business or home addresses with a valid postcode.

Your order will be delivered either by Royal Mail, Royal Mail Recorded Delivery, our own transport or by Courier. A signature is required for all Royal Mail Recorded Delivery, own transport and Courier deliveries.

We make every effort to keep our delivery and packing charges as low as possible - and in most cases they are just a contribution towards the true cost of carriage charges and packing material costs.

Carriage & packing for all offline orders will be normally be advised at time of quotation.

8c. Delivery Times

Delivery times are calculated in working days or working weeks - i.e. Monday to Friday inclusive (working days do not include weekends or National Bank Holidays). In case of Bank Holidays please allow an extra 2 working days.

From the receipt of your order we will endeavour to deliver your chosen items to you within 7 working days providing the Goods are in stock, unless a longer delivery time is shown on the product information page or specified on our written quotation. An estimated delivery time will be shown on your official order acknowledgement. Deliveries to non-Mainland or remote locations may take longer.

Risk in the Goods will pass to you on delivery. Delivery is deemed to have taken place once a signature has been received accepting such delivery.

Goods delivered by courier should arrive between 8am and 6pm, Monday to Friday. All deliveries must be signed for. If you are out when the courier arrives the Courier will ordinarily leave a card with the contact number for you to call to arrange a suitable time for redelivery or for you to collect the Goods from the local depot.

IMPORTANT

We do everything we can to meet the delivery time specified in this section, however occasionally delivery times may be affected by factors beyond our control and cannot be guaranteed. Where possible, we will inform you if we become aware of an unexpected delay.

Please note that in all cases any delivery times quoted are estimates only and theplasticshop.co.uk and/or GCIIP shall have no liability whatsoever for any damages or losses arising directly or indirectly as a result of failed or late delivery howsoever caused.

9. After-sales Support, Warranty and Guarantees

Where applicable, details of manufacturers guarantees or warranty arrangements are available on request. After sales support or warranty/guarantee claims will initially be dealt with by contacting us by email customer.service@theplasticshop.co.uk, or by telephoning us on 0800 321 3085.

If you would like to receive a copy of a warranty or guarantee for a particular product prior to purchase, please write to:

Customer Services (Guarantees)
theplasticshop.co.uk
16 Bayton Road
Bayton Road Industrial Estate
Coventry
West Midlands
CV7 9EJ

10. Complaints and Queries

If you are not happy with any aspect of our online service or if you have any queries or comments relating to an order placed online, please either e-mail us at customer.service@theplasticshop.co.uk, telephone us on 0800 321 3085, or write to: theplasticshop.co.uk, 16 Bayton Road Industrial Estate, Coventry, CV7 9EJ and we will do everything we can to help you.

11a. Business Transactions: Unwanted Goods, Rejection and Cancellation

(i) **Returns & Refunds** We do not offer refunds or exchanges for unwanted Goods, unless they are faulty or identified as damaged on receipt of delivery. We may, at our discretion, authorise returns which would be subject to a restocking charge of £25.00 + VAT or 20% of the invoice value (whichever is greater).

(ii) **Cancellation** The Company reserves the right to charge a cancellation fee of: 50% of the total order value; or, the total value of work in progress relating to that order; whichever is greater, on any order which has been accepted by us and subsequently cancelled by you.

11b. Consumer Transactions within the UK only: Unwanted Goods, Rejection and Cancellation

Returns & Refunds

YOUR STATUTORY RIGHTS AS A CONSUMER

We do not offer refunds or exchanges for unwanted Goods, unless they are faulty or identified as damaged on receipt of delivery, except those transactions covered by your right to cancel under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. You have the right to cancel under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, all or part of your contract at any time up to 14 calendar days after the day on which you receive the goods or services you ordered. Any refund due for delivery will be included in your refund once we have received all (not part) of your order to the specified address below. Please note the delivery charge refund will be to the value of the [basic, advertised delivery cost](#) of getting to the goods to you in the first place; so if you opted for enhanced service eg. timed delivery, same day delivery etc, we will only refund the [basic delivery cost](#). We will process your refund with 14 days of receipt of the returned Goods. You must take reasonable care of the Goods whilst in your possession and they must be returned to us, in original condition, before we can issue your refund. To notify us that you wish to cancel, please email us at customer.service@theplasticshop.co.uk with the details of your request or complete and return this [cancellation form](#) `cancellation form`

For more detailed information about your statutory rights, contact your local authority Trading Standards office or consumer advice centre.

Please note that unless the Goods are faulty you will need to arrange and pay for transportation of returned Goods yourself. Alternatively, we can arrange collection on your behalf and deduct this amount from the refund due. Please note that the cost of us arranging collection will be confirmed with you before proceeding and may be higher than the original carriage charge paid.

If you choose to return any products to us, we will not be responsible for any loss or damage to them in transit and, therefore, we strongly recommend that you use a recorded and appropriately insured delivery service. If returned products are lost or damaged in transit, we reserve the right to charge you (or not to refund any amounts attributable to) such loss or damage.

Please also note that these regulations do not apply to cut pieces, machined parts or any other item which has been manufactured, cut or supplied to your personal specifications. If you require further clarification, please contact us before you place your order.

Your right to cancel an order starts the moment you place your order and ends 14 days from the day you receive it.

Nothing in these terms affects your statutory rights.

OUR VOLUNTARY RETURNS GUARANTEE FOR CONSUMERS

Without affecting your statutory rights, we also offer the following Voluntary Returns Guarantee for Consumer (not Business or Trader) transactions:

All Goods purchased online from theplasticshop.co.uk may be returned to us within 30 days of receipt of the Goods providing the Goods are complete and are in an unused and undamaged condition. You must notify us of your request to return items before we can accept them. This Voluntary Returns Guarantee does not apply to cut pieces, machined parts or any other item which has been manufactured, cut or supplied to your personal specifications. If you require further clarification, please contact us before you place your order.

If you return Goods according to this Voluntary Returns Guarantee, we will refund to you the purchase price already paid by you, but not the delivery costs of your initial purchase. Likewise the transport risk and return costs are borne by you. This returns guarantee does not affect your statutory rights and therefore does not affect your statutory right of cancellation as described above.

To notify us that you wish to make a return under our Voluntary Returns Guarantee, please email us at customer.service@theplasticshop.co.uk with the details of your request or complete and return this [Voluntary Returns Guarantee Form](#)

Returns Address:

theplasticshop.co.uk
Gilbert Curry Industrial Plastics Co Ltd
16 Bayton Road, Bayton Road Industrial Estate, Coventry CV7 9EJ

12. Faulty, Damaged or Incorrectly Supplied Goods

If you purchase a product from us which is found to be faulty, damaged or incorrectly supplied, we will, at our discretion, supply a replacement product, arrange for a repair or give you a refund of the purchase price. Simply return it to us by one of the following methods:

- i) By post or carrier. You are advised to return a certificate of posting (available from all Post Offices and carriers at no charge) when returning items this way. Reasonable postage and carriage charges will be reimbursed.
- ii) Directly to theplasticshop.co.uk warehouse. Simply return the item to us for a replacement, repair or refund.
- iii) Collection by theplasticshop.co.uk. We can arrange collection from you free of charge.

In all cases, our delivery note or other proof of purchase must accompany the returned product. Upon receipt of the product we will examine it or we may have to return it to the Manufacturer for examination. We aim to dispatch a replacement product, arrange a repair or refund your money within 14 days.

13a. Industry Standard Tolerances

All of our materials are sold as semi-finished products. This means that thickness and diameters quoted are generally oversize to allow for subsequent machining. Similarly, standard sheet sizes and diameter lengths quoted are for indication purposes only and are normally the minimum manufactured size you can expect. Manufacturing tolerances of individual materials can normally be found on each product page, or alternatively contact the sales office for confirmation BEFORE you place your order. Returns due to material supplied within normal manufacturing tolerances will not be accepted under any circumstances.

Our industry standard cutting tolerances for cut pieces are:

Sheet: +/-1mm

Rod: -1/+3mm

Tube: -1/+3mm

Our standard tolerance for machining, CNC routing, laser cutting or water-jet cutting is +/-1mm.

If you require specific tolerances - please contact the sales office to discuss your requirements.

13b. Colour Reproduction

Reproduction of colour online is as accurate as photographic and electronic processes will allow.

14. Risk and Title to Goods

(i) The Risk in the Goods passes to the Buyer upon delivery. Delivery is deemed to take place once a signature has been received accepting such delivery (or collection where goods have been collected by you or your representative). The title in the Goods remains vested in the Company and shall only pass to the Buyer upon full payment being made by the Buyer, of all sums (due on whatever account or grounds) to the Company. In the event of the Goods being sold by the Buyer in such a manner as to pass to a third party a valid title to the Goods, whilst any such sums are due as aforesaid, the Buyer shall be trustee for the Company of the proceeds of such sale or to the claim for such proceeds and the Buyer shall place such proceeds in a separate account. Nothing herein shall constitute the Buyer the agent of the Company for the purposes of any such sale.

(ii) The Buyer agrees that prior to the payment of the whole price of the Goods the Company may at any time enter upon the Buyer's premises and remove the Goods there from and that prior to such payment the Buyer shall keep such Goods separate and identifiable for this purpose.

(iii) In the event of the Goods becoming constituents of, or being converted into, other products whilst sums are due as provided in sub section (i) hereof, the Company shall have the ownership of the title to such other products as if they were the Goods and accordingly sub section (i) hereof shall (so far as appropriate) apply to such other products subject to the Buyer's right to the surplus of any monies realised by the said Goods over those due to the Company as provided herein.

15. Safe Shopping Guarantee

We have used every effort to ensure that shopping on the Internet with theplasticshop.co.uk and GCIP is as safe as purchasing by credit or debit card from offline companies. Our secure server software encrypts your personal payment information sent over the Internet. Payments are processed by [Braintree](#) using latest encryption methods. We are fully compliant with the PCI Data Security Standard (PCI DSS) and our systems are externally monitored to ensure data is secure. In processing your order, your information may have to be sent over the Internet more than once. At no point is your order information sent in this way without encryption. We will not trade, resell, sell, or redistribute information that you provide to us, to any other companies, organisations or individuals.

16. Unlawful or Prohibited Use

You shall not use this site for any purpose that is unlawful or by any means prohibited under these terms and conditions. You shall not use this site in any manner, which may harm theplasticshop.co.uk and/or GCIP or other parties or adversely affect the site functionality or its use by others. You shall not attempt or obtain from or through this site any information that is not already and intentionally made available from or through it.

17. Web Site Terms of Use

All the information on this web site is intended for guidance only. The web site is regularly updated. Products and prices are subject to change without notice. theplasticshop.co.uk and/or GCIP own the copyright in all materials on this site.

18. Copyright

All contents and information on this site including without limitation text, graphic and images, is the property of theplasticshop.co.uk and/or GCIP or the property of their respective owners and is protected by United Kingdom copyright laws. All trademarks that appear on this site are the property of their respective owners.

19. Force Majeure

The Company shall be excused from liability to the Buyer, if performance of the contract is prevented or hindered by any cause whatsoever beyond the Company's control and in particular without prejudice to the generality of the foregoing Act of God, War, Government Controls, restrictions or prohibitions or any other act of omission whether local or national, fire, flood, sabotage, accident, strike or lock-out and shall not be liable for any loss or damage resulting from any circumstances.

20. Legal Interpretation

The contract is governed by English law. The English courts shall determine any dispute arising out of or in connection with this contract.

21. Severance

In the event of any part of these conditions being ineffective for any reason, the remainder thereof shall constitute the conditions binding upon the parties.

Last updated: September 2022