

# Terms & Conditions of Sale

**The New Mechanics' Institution Preservation Trust Ltd**

**Swindon Heritage Preservation Store**

*Last updated: 11/12/2025*

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## 1. Introduction

1.1. These Terms & Conditions ("T&Cs") apply to all purchases made through the online store located at <https://mechanics-trust.org.uk/store> (the "Store").

1.2. The Store is owned and operated by **The New Mechanics' Institution Preservation Trust Ltd** ("we", "us", "our").

1.3. By placing an order with us, you agree to be bound by these T&Cs. Please read them carefully before ordering.

1.4. These T&Cs do not affect your statutory rights under UK consumer law.

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## 2. About Us

**Organisation:** The New Mechanics' Institution Preservation Trust Ltd

**Registered Charity Number:** 1048961

**Company Number (Limited by Guarantee):** 3059960

**Registered Address:** Central Community Centre Emlyn Square, Swindon, SN1 5BG

**Email:** [info@mechanics-trust.org.uk](mailto:info@mechanics-trust.org.uk)

If you need assistance or wish to exercise any rights under these T&Cs, please contact us using the details above.

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## 3. Use of the Store

3.1. You must be at least 18 years old to make a purchase.

3.2. You agree that all information you provide during checkout is accurate, complete, and current.

3.3. We reserve the right to remove or modify any products, content, or pricing without notice.

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## 4. Products and Descriptions

4.1. We make every effort to describe our products accurately. Images and descriptions are for illustrative purposes only; colours and appearances may vary depending on screen settings.

4.2. All products are subject to availability. If an item becomes unavailable after you place an order, we will contact you to offer alternatives or a full refund.

4.3. Prices are displayed in British Pounds (£) and include VAT where applicable.

4.4. Delivery charges (if applicable) will be shown clearly at checkout before you complete your order.

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## 5. Ordering and Contract Formation

5.1. When you place an order, you will receive an automated email acknowledging receipt. This does not constitute acceptance.

5.2. A binding contract is formed only when we dispatch your order.

5.3. We reserve the right to decline or cancel any order (for example, due to pricing errors, suspected fraud, stock issues, or incomplete information).

5.4. If we cancel an order, you will receive a full refund.

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## 6. Payment

6.1. Payment must be made at the time of order via the payment methods offered on the Store.

6.2. You confirm that the payment method used belongs to you or that you have permission to use it.

6.3. No contract exists until payment has been received and the order has been dispatched.

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## 7. Delivery

7.1. We will deliver the goods to the address you provide at checkout.

7.2. Unless we agree otherwise, deliveries will be made within a reasonable time and within **30 days** of order dispatch.

7.3. Delivery times provided are estimates only; we are not liable for delays caused by third-party carriers.

7.4. Risk passes to you on delivery. Ownership passes only when we receive full payment.

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## 8. International Delivery

If international shipping becomes available:

- 8.1. You are responsible for any customs duties, taxes, or import restrictions.
  - 8.2. We cannot guarantee delivery times for international shipments.
  - 8.3. We are not responsible for items held or delayed by customs authorities.
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## 9. Right to Cancel (Cooling-Off Period)

Under the **Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013**, you have the right to cancel your order for most items within **14 days** of receiving the goods.

- 9.1. To cancel, you must notify us clearly using our contact details.
- 9.2. You do not need to give a reason.
- 9.3. You have 14 more days after cancelling to return the goods.

### Items excluded from cancellation

The following cannot be cancelled unless faulty:

- Perishable goods
  - Custom-made or personalised items
  - Digital downloads once accessed
  - Items that cannot be returned for hygiene reasons (if seal opened)
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## 10. Returns and Refunds

- 10.1. If you cancel an order, you must return the goods unused, in original packaging, and in a condition suitable for resale.
  - 10.2. You are responsible for return postage unless the goods are faulty or incorrectly supplied.
  - 10.3. We will process refunds within **14 days** of receiving the returned goods (or proof of posting).
  - 10.4. If goods have been handled beyond what is necessary to inspect them, we may deduct an amount for diminished value.
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## 11. Faulty or Damaged Goods

Under your rights in the **Consumer Rights Act 2015**:

- 11.1. Items must be as described, fit for purpose, and of satisfactory quality.
  - 11.2. If an item is faulty, damaged, or mis-described, you are entitled to a repair, replacement, or refund (depending on circumstances).
  - 11.3. Contact us as soon as possible with details and photos if relevant.
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## 12. Donations Included at Checkout

- 12.1. Some products or checkout options may include an optional donation to support the charitable aims of The New Mechanics' Institution Preservation Trust Ltd.
  - 12.2. Donations will always be clearly marked as optional, and you will not be charged without explicit consent.
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## 13. Events and Digital Products

(Use this section if you sell event tickets, memberships, or downloads.)

- 13.1. Tickets for events may be non-refundable except where the event is cancelled or rescheduled.
  - 13.2. Digital products cannot be refunded once downloaded or accessed.
  - 13.3. We reserve the right to modify event details where necessary.
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## 14. Intellectual Property

- 14.1. All website content—including images, text, logos, and branding—belongs to us or our licensors.
  - 14.2. You may not copy, reproduce, or distribute any content without written permission.
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## 15. Liability

- 15.1. Nothing in these T&Cs excludes liability for death or personal injury caused by negligence, fraud, or any other liability that cannot be excluded under law.
- 15.2. To the extent permitted by law, we are not liable for indirect or consequential losses arising from orders or use of the Store.

15.3. We are not responsible for third-party service failures (e.g., payment processors, courier delays).

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## 16. Privacy and Data Protection

16.1. Your personal data is processed in accordance with our **Privacy Policy**, which outlines how we collect, use, store, and protect your data.

16.2. By placing an order, you consent to us using your data for the purpose of fulfilling that order.

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## 17. Security

17.1. We take reasonable technical and organisational measures to protect your data.

17.2. However, no online transmission is guaranteed secure; you use the Store at your own risk.

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## 18. Changes to These Terms

18.1. We may update these T&Cs from time to time.

18.2. The version in effect at the time you place an order applies to that order.

18.3. Significant changes will be displayed on the Store website.

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## 19. Complaints

19.1. If you have a complaint, please contact us using the details in Section 2.

19.2. We aim to resolve all complaints swiftly and fairly.

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## 20. Governing Law

20.1. These T&Cs are governed by the laws of **England and Wales**.

20.2. Any disputes will be handled exclusively by the courts of England and Wales.