



















- 9.4 **Price Variation (Off List)** Where We quote a price other than in accordance with Our price list the price quoted shall be valid for thirty (30) days if no shorter period is specified by Us.
- 9.5 **Price Variation** We may increase the price if We give written notice to You before delivery to reflect:
- 9.5.1 any factor beyond Our control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
  - 9.5.2 any request by You to change the delivery date(s), quantities or types of Goods/Services ordered, or the specification; or
  - 9.5.3 any delay caused by Your instructions or failure of You to give Us adequate or accurate information or instructions.
- 9.6 **Volume / Quantity Discounts** Our prices may permit quantity or volume discounts subject to and in accordance with conditions set out in Our price list effective at the date the Order is accepted.
- 9.7 **Incorrect Pricing** It is possible that, despite Our efforts, some of the Goods/Services We sell may be incorrectly priced. If the pricing error is obvious and unmistakable and could have reasonably been recognised by You as a mispricing, We do not have to provide the Goods/Services to You at the incorrect (lower) price.
- 9.8 **Payment in Advance - Consumers** Where You are a consumer and We are providing Goods/Services to You, You must make payment for Goods/Services in advance by credit or debit card or via PayPal. We accept payment with all credit cards except American Express. We will charge Your credit or debit card at the time the Order is made.
- 9.9 **Payment Following Invoice – Businesses** Subject to any special terms agreed in writing between Us, We shall invoice You for the Goods/Services on or at any time after delivery of the Goods/Services, unless the Goods are to be collected by You or You wrongfully fail to take delivery of the Goods, in which event We shall be entitled to invoice You for the Goods at any time after notifying You that the Goods are ready for collection or (as the case may be) We have attempted to deliver the Goods on at least one occasion.
- 9.10 You shall make payment on the due date notwithstanding that delivery may not have taken place and/or that the property in the Goods has not passed to You. The time for the payment for the Goods/Services shall be of the essence. Receipts for payment will be issued only upon request.
- 9.11 All payments shall be made to Us as indicated on Our invoice or any other payment notice We provide to You.
- 9.12 **References** We reserve the right to obtain references regarding Your creditworthiness. If at any time We are not satisfied as to Your creditworthiness, We may give notice in writing to You that no further credit will be allowed to You in which event no further Goods will be delivered or Services supplied to You except where payment is made by You in advance.
- 9.13 **Interest** If You do not make any payment due to Us by the due date for payment, We may charge interest to You on the overdue amount at the rate of 3% a year above the base lending rate of Lloyds TSB from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay Us interest together with any overdue amount.



[www.detectamet.co.uk](http://www.detectamet.co.uk)

T: +44 (0)1759 304200 | F: +44 (0)1759 305236  
E: sales@detectamet.com

**Detectamet Ltd**

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VAT Registration No. GB 842 411357

Prospect House, 1 Halifax Way, Pocklington Ind. Estate  
York, YO42 1NR, United Kingdom

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- 9.14 **No Set-Off** You shall pay all amount due under these Terms in full without any deduction or withholding except as required by law and You shall not assert any credit, set-off or counterclaim against Us in order to justify withholding payment of any such amount in whole or in part. We may at any time and without limiting any other rights or remedies We may have, set off any amount owing to Us against any amount payable by Us to You.

## 10. OUR LIABILITY TO YOU

- 10.1 Where You purchase Our Goods/Services as a consumer, such Goods/Services must be used for domestic and private use only. You agree not to use the Goods/Services for any commercial, business or re-sale purpose, and We have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity. If You are dealing as a business or for any commercial or re-sale purpose You will be subject to the Terms as applicable to Our business customers.
- 10.2 If You are buying the Goods/Services as a consumer and We fail to comply with these Terms, We are responsible for loss or damage You suffer that is a foreseeable result of Our breach of the Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of Our breach or if they were contemplated by You and Us at the time We entered into this contract.
- 10.3 Whether You are a consumer or a business customer, You understand that whilst Our Goods are detectable there is a cut-off point beyond which the material ceases to be detectable. In particular the density of the manufactured material will affect the detectability of the Goods. We recommend that You test the Goods to ascertain suitability and detection levels.
- 10.4 We do not exclude or limit in any way Our liability for:
- 10.4.1 death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
  - 10.4.2 fraud or fraudulent misrepresentation;
  - 10.4.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
  - 10.4.4 where You are a consumer, breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
  - 10.4.5 defective products under the Consumer Protection Act 1987.
- 10.5 If You are a business customer, and subject to clause 10.4:
- 10.5.1 We shall under no circumstances whatever be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for: (a) loss or corruption of data, information or software; (b) loss of anticipated savings; (c) any loss of profit; (d) loss of goodwill; or (e) any indirect or consequential loss arising under or in connection with these Terms; and



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10.5.2 Our total liability to You in respect of any and all losses arising under or in connection with these Terms, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 200% of the price of the Goods/Services.

10.6 You acknowledge that the prices charged by Us are calculated on the basis that We may rely on the terms of this clause and any other relevant limitations on Our liability set out in these Terms.

## 11. EVENTS OUTSIDE OUR CONTROL

11.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.

11.2 An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

11.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:

11.3.1 We will contact You as soon as reasonably possible to notify You; and

11.3.2 Our obligations under these Terms will be suspended and the time it takes Us to perform for performance of Our obligations will be extended for as long as the Event Outside Our Control subsists. Where the Event Outside Our Control affects Our delivery of Goods to You, We will arrange a new delivery date with You after the Event Outside Our Control is over.

11.4 You may cancel the contract if an Event Outside Our Control takes place and continues for more than thirty (30) days and You no longer wish Us to provide the Goods. Please see Your cancellation rights under clauses 13 and 14. We will only cancel the contract if the Event Outside Our Control continues for longer than thirty (30) days in accordance with Our cancellation rights in clause 16.

## 12. CUSTOMER'S INSOLVENCY OR INCAPACITY

12.1 If You become subject to any of the events listed in clause 12.2, or We reasonably believe that You are about to become subject to any of them and notify You of this, then, without limiting any other right or remedy available to Us, We may cancel or suspend all further deliveries to You and/or all further Services without incurring any liability to You, and all outstanding sums in respect of Goods delivered/Service supplied to You shall become immediately due and payable.

12.2 For the purposes of clause 12.1, the relevant events are:

12.2.1 You are in breach of a material clause in these Terms and, if Your breach can be remedied, You do not remedy Your breach within 14 days of Us asking You to do so;

12.2.2 You are unable to pay Your debts as they fall (being a company) within the meaning of section 123 of the Insolvency Act 1986, or (being an individual), within the meaning of section 268 of the Insolvency



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Act 1986, or (being a partnership) have any partner to whom any of the foregoing apply; You make a proposal for or enter into any compromise or arrangement with Your creditors; (being a company) an order is made, for or in connection with Your winding up;(being an individual) You are the subject of a bankruptcy petition or order; a creditor or encumbrancer of Yours attaches or takes possession of, the whole or any part of Your assets and such attachment or process is not discharged within fourteen (14) days; (being a company) an application is made to court, or an order is made, for the appointment of an administrator;(being a company) a floating charge holder over Your assets has become entitled to appoint or has appointed an administrative receiver; a person becomes entitled to appoint a receiver over Your assets or a receiver is appointed over Your assets; any event occurs, or proceeding is taken, with respect to You in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in this clause;

- 12.2.3 You suspend, threaten to suspend, cease or threaten to cease to carry on all or substantially the whole of Your business;
- 12.2.4 You or any person acting on Your instructions duplicates in whole or in part or takes steps or threatens to copy in any way any part of Our Goods/Services or uses them in a way not fully and expressly authorised by Us the intellectual property rights used by Us in Our business;
- 12.2.5 Your financial position deteriorates to such an extent that in Our opinion Your capability to adequately fulfil Your obligations under these Terms has been placed in jeopardy; and
- 12.2.6 (being an individual) You die or, by reason of illness or incapacity (whether mental or physical), are incapable of managing Your own affairs or becomes a patient under any mental health legislation.

12.3 Termination shall not affect any of Your or Our rights and remedies that have accrued as at termination. Clauses stated or intended to apply after Our contractual relationship has ended survive termination of the Contract and shall continue in full force and effect.

## 13. BUSINESSES: YOUR RIGHTS TO CANCEL

Except where Your Order is a Made to Measure Order, You may cancel an Order for Goods before the Goods are delivered to You. Any cancellation of an Order will be subject to a handling and administration fee of 15% of the value of the Goods in respect of Goods delivered within the UK and 20% of the value of the Goods in respect of Goods delivered outside the UK. This will not affect Your refund for the Goods, but any charge for collection and administration and handling will be deducted from the refund that is due to You.

## 14. CONSUMERS: YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND (THIS CLAUSE APPLIES TO CONSUMERS ONLY)

- 14.1 Before the Goods/Services are delivered, You have the following rights to cancel an Order for Goods/Services (other than a Made to Measure Order), including where You choose to cancel because We are affected by an Event Outside Our Control or We change these Terms under clause 3.1 to Your material disadvantage:
  - 14.1.1 You may cancel any Order for Goods/Services within ten (10) days of placing an Order by contacting Us. We will confirm Your cancellation in writing to You.
  - 14.1.2 You have a legal right to cancel an Order made via Our website once the Dispatch Confirmation has been sent and for a period of ten (10) days from when You receive the Goods.



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- 14.1.3 If You cancel an Order under clause 14.1.1 or 14.1.2 and You have made any payment in advance for Goods/Services that have not been delivered to You, We will refund these amounts to You.
- 14.1.4 If You cancel an Order for Goods under clause 14.1.1 or 14.1.2 and We have already despatched Your Goods to You, We will not be able to cancel Your Order until the Goods are returned to Us. In this case, if You return the Goods to Us, We will have to charge You the cost of collection or You will have to pay the cost of returning the Goods back to Us. We will also charge You a handling and administration fee of 15% of the value of the Goods in respect of Goods delivered within the UK and 20% of the value of the Goods in respect of Goods delivered outside the UK. This will not affect Your refund for the Goods, but any charge for collection and administration and handling will be deducted from the refund that is due to You. This will not affect Your statutory rights as a consumer.
- 14.2 Made-to-measure Goods are made to Your requirements and You will not be able to cancel Your Made to Measure Order once made.
- 14.3 **Ending Your contract with Us.** Your rights when You end the contract with Us will depend on what You have bought, whether there is anything wrong with it, how We are performing and when You decide to end the contract:
- 14.3.1 **If what You have bought is faulty or misdescribed You may have a legal right to end the contract** (or to get the Goods repaired or replaced or a service re-performed or to get some or all of Your money back), see clause 8;
- 14.3.2 **If You have just changed Your mind about the Goods/Services**, see clause 14.5. You may be able to get a refund if You are within the cooling-off period, but this may be subject to deductions and You will have to pay the costs of return of any Goods.
- 14.4 **Ending the contract because of something We have done or are going to do.** If You are ending a contract for a reason set out at 14.4.1 to 14.4.4 below the contract will end immediately and We will refund You in full for any Goods which have not been provided. The reasons are:
- 14.4.1 We have told You about an upcoming change to the Goods/Services or these Terms which You do not agree to;
- 14.4.2 We have told You about an error in the price or description of the Goods/Services You have ordered, and You do not wish to proceed;
- 14.4.3 there is a risk that supply of the Goods/Services may be significantly delayed because of Events Outside Our Control; or
- 14.4.4 We have suspended supply of the Goods/Services for technical reasons, or notify You We are going to suspend them for technical reasons.
- 14.5 **Exercising Your right to change Your mind (Consumer Contracts Regulations 2013).** For most Goods bought online You have a legal right to change Your mind within 14 days and receive a refund.
- 14.6 **When You don't have the right to change Your mind.** You do not have a right to change Your mind in respect of:



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- 14.6.1 Any Goods/Services which are supplied pursuant to Your Made to Measure Order;
- 14.6.2 Goods sealed for health protection or hygiene purposes, once these have been unsealed after You receive them;
- 14.6.3 any Goods which become mixed inseparably with other items after their delivery.

## 15. CONSUMERS: HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

- 15.1 **Tell Us You want to end the contract.** To end the contract with Us, please let Us know by doing one of the following:
  - 15.1.1 **Phone or email.** Call customer services on 01759 304200, and choose option 1 or email Us at [customerservices@detectamet.co.uk](mailto:customerservices@detectamet.co.uk). Please provide Your name, home address, details of the order and, where available, Your phone number and email address.
  - 15.1.2 **Online.** Complete the [form [INSERT LINK TO ONLINE FORM](#)] on Our website.
  - 15.1.3 **By post.** Write to Us at Unit 1 Halifax Way, Pocklington Industrial Estate, York YO42 1NR, including details of what You bought, when You ordered or received it and Your name and address.
- 15.2 **Returning Goods after ending the contract.** If You end the contract for any reason after Goods have been dispatched to You or You have received them, You must return them to Us. You must either return the goods in person to where You bought them, post them back to Us at Unit 1 Halifax Way, Pocklington Industrial Estate, York YO42 1NR or (if they are not suitable for posting) allow Us to collect them from You. Please call customer services on 01759 304200 and choose option 1 or email Us at [customerservices@detectamet.co.uk](mailto:customerservices@detectamet.co.uk) for a return label or to arrange collection. If You are exercising Your right to change Your mind You must send off the Goods within 14 days of telling Us You wish to end the contract.
- 15.3 **When We will pay the costs of return.** We will pay the costs of return:
  - 15.3.1 if the Goods are faulty or misdescribed; or
  - 15.3.2 if You are ending the contract because We have told You of an upcoming change to the Goods or these terms, an error in pricing or description, a delay in delivery due to Events Outside Our Control or because You have a legal right to do so as a result of something We have done wrong.
- 15.4 **How We will refund You.** We will refund You the price You paid for the Goods/Services including delivery costs, by the method You used for payment, subject to any deductions which We are permitted to make by law.
- 15.5 **When Your refund will be made.** We will make any refunds due to You as soon as possible. If You are exercising Your right to change Your mind then:
  - 15.5.1 If We have not offered to collect the Goods, Your refund will be made within 14 days from the day on which We receive the Goods back from You or, if earlier, the day on which You provide Us with evidence that You have sent the Goods back to Us. For information about how to return a Goods to Us, see clause 15.2.



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- 15.5.2 In all other cases, Your refund will be made within 14 days of You telling Us You have changed Your mind.

## 16. OUR RIGHTS TO CANCEL AND APPLICABLE REFUND

- 16.1 If We have to cancel an Order for Goods/Services (including Goods ordered by way of a Made to Measure Order) before the Goods/Services are delivered/performed:
- 16.1.1 We may have to cancel an Order before the Goods/Services are delivered/performed, due to an Event Outside Our Control or the unavailability of stock. We will promptly contact You if this happens.
- 16.1.2 If We have contacted You to arrange a re-delivery of the Goods and You have failed to provide Us with adequate instructions for re-delivery of the Goods.

## 17. INFORMATION ABOUT US AND HOW TO CONTACT US

- 17.1 We are a company registered in England and Wales. Our company registration number is 5103699 and Our registered office is at Unit 1 Halifax Way, Pocklington Industrial Estate, York YO42 1NR. You can contact Us via Our website: [www.detectamet.co.uk](http://www.detectamet.co.uk).
- 17.2 If You have any questions or if You have any complaints, please contact Us. You can contact Us by telephoning Our customer service team at 01759 304200 or by e-mailing Us at [customerservices@detectamet.co.uk](mailto:customerservices@detectamet.co.uk).
- 17.3 If You wish to contact Us in writing, or if any clause in these Terms requires You to give Us notice in writing, You can send this to Us by e-mail, by hand, or by pre-paid post to Detectamet Limited at Unit 1 Halifax Way, Pocklington Industrial Estate, York YO42 1NR / [customerservices@detectamet.co.uk](mailto:customerservices@detectamet.co.uk). We will confirm receipt of this by contacting You in writing. If We have to contact You or give You notice in writing, We will do so by e-mail, by hand, or by pre-paid post to the address You provide to Us in the Order.
- 17.4 If You are a business, please note that any notice given by You to Us, or by Us to You, will be deemed received and properly served immediately when posted on Our website, 24 hours after an e-mail is sent, or three (3) days after the date of posting of any letter. In proving the service of any notice, It will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.
- 17.5 The address detailed in the Order shall be the address used to service any notice, communication, judgment or other document, unless You tell Us another address by serving Us with a notice under this clause. Any notice, communication, judgement or other document shall be properly served if sent to such address.

## 18. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 18.1 We shall process Your Personal Data (as defined in the Data Protection Act 1998, as updated from time to time ("DPA")) in accordance with applicable laws, and where You are Data Controller (as defined in the DPA) of such Personal Data, in accordance with Your instructions.
- 18.2 Where you are Data Controller of Personal Data, you confirm that you have all necessary consents and notices in place to enable the lawful transfer of Personal Data to us for the purposes of performing our contract with you.



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- 18.3 We shall take reasonable steps to ensure the reliability of all our employees who have access to Personal Data and ensure that such employees are obliged to keep Personal Data confidential.
- 18.4 We will not transfer your Personal Data outside of the European Economic Area without your consent.
- 18.5 Both of us warrant to the other that we will process the Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments.
- 18.6 Having regard to the state of technological development and the costs of implementing any measures, We will:
- 18.6.1 take appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data to ensure a level of security appropriate to:
    - 18.6.1.1 the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and
    - 18.6.1.2 the nature of the data to be protected; and
  - 18.6.2 take reasonable steps to ensure compliance with those measures.
- 18.7 We will use the personal information You provide to Us to:
- 18.7.1 provide the Goods/Services;
  - 18.7.2 process Your payment for such Goods/Services;
  - 18.7.3 for internal record keeping;
  - 18.7.4 inform You about similar Goods/Services that We provide, but You may stop receiving these at any time by contacting Us; and
  - 18.7.5 for market research purposes or to customise Our responses to You.
- 18.8 You agree that We may pass Your personal information to credit reference agencies and that they may keep a record of any search that they do.
- 18.9 We will only use Your personal data in connection with Our privacy policy (at [www.detectamet.co.uk/privacy-policy](http://www.detectamet.co.uk/privacy-policy)) and not give Your personal data to any other third party.

## 19. OTHER IMPORTANT TERMS

- 19.1 We may transfer Our rights and obligations under these Terms to another organisation, and We will always notify You in writing if this happens, but this will not affect Your rights or Our obligations under these Terms.
- 19.2 This contract is between You and Us. No other person shall have any rights to enforce any of its terms (whether arising under the Contracts (Rights of Third Parties) Act 1999 or otherwise).



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- 19.3 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 19.4 If We fail to insist that You perform any of Your obligations under these Terms, or if We do not enforce Our rights against You, or if We delay in doing so, that will not mean that We have waived Our rights against You and will not mean that You do not have to comply with those obligations. If We do waive a default by You, We will only do so in writing, and that will not mean that We will automatically waive any later default by You.
- 19.5 If You wish to make a complaint about Our Goods/Services or the customer service You have received, please put Your complaint in writing and send it to Us at Unit 1 Halifax Way, Pocklington Industrial Estate, York YO42 1NR marked for the attention of the Customer Service Manager, or by email to [customerservices@detectamet.co.uk](mailto:customerservices@detectamet.co.uk).
- 19.6 These Terms are governed by English law. You and We both agree to submit to the exclusive jurisdiction of the English courts. However, if You are dealing as a consumer and You are a resident of Northern Ireland You may also bring proceedings in Northern Ireland, and if You dealing as a consumer and are a resident of Scotland, You may also bring proceedings in Scotland.
- 19.7 If You are ordering via Our website, please note that Our site is governed by Website Terms & Conditions. Please take the time to read these, as they include important terms which apply to You.



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# DETECTAMET

## Model Cancellation Form

*(Complete and return this form only if you wish to withdraw from the contract)*

To: Detectamet Limited, Unit 1 Halifax Way, Pocklington Industrial Estate, York YO42 1NR

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale of the following goods [\*]/for the supply of the following service [\*],

Ordered on [\*]/received on [\*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[\*] Delete as appropriate

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