



WOOD FLOORS  
& ACCESSORIES

## TERMS AND CONDITIONS

These Terms together with Our Privacy Policy, Terms of Website Use and Website Acceptable Use Policy will apply to any contract between Us and You for the sale of Products to You ("**Contract**"). Please read these Terms carefully and make sure that You understand them, before ordering any Products. Please note that before placing an Order You will be asked to agree to these Terms. We amend these Terms from time to time and whenever We revise them, We will set out on this page the date upon which the Terms were most recently revised. Every time You wish to order Products, please check these Terms to ensure You understand the terms which will apply at that time. These Terms were most recently updated on the 8<sup>th</sup> January 2019.

You should print a copy of these Terms for future reference.

These Terms, and any Contract between us, are only in the English language.

### 1. DEFINITIONS

When the following words with capital letters are used in these Terms, this is what they will mean;

"**Bespoke Products**" means bespoke or custom-made Products supplied by Us specifically for You to Your Specification;

"**Contract**" means the contract between Us and You consisting of the quotation or Order confirmation;

"**Customer**" means a person who is making a Contract to buy the product;

"**Business Days**" means Monday to Friday (except Saturday, Sunday or public holiday);

"**Order**" means Your order for the Products;

"**Other Products**" means any Products other than the Wood Floor Products supplied by Us to You;

"**Products**" means any products including the Wood Floor Products and the Other Products that We agree to sell to You including any part or parts of them, components, or materials incorporated into them;

"**Terms**" means the standard terms and conditions set out in this document;

"**Trade Marks**" means any trade name, business name or trade mark, used or owned by Us, whether registered or otherwise;

"**We/Our/Us**" means Wood Floor and Accessories Limited (Co Reg. No. 03746590) with Our registered office at Spilsby Road, Harold Hill, Romford, RM3 8SB Our VAT number is 765999545

"**Wood Floor Products**" means the wood flooring (if any) supplied by Us to You;

"**You/Your**" means the person or firm who purchases the Products from Us.

**1.1** A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

**1.2** Words in the singular include the plural and in the plural include the singular.

**1.3** A reference to one gender includes a reference to the other gender.

**1.4** Condition headings do not affect the interpretation of these conditions.

**1.5** A reference to a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

**1.6** Where the Terms state that a particular clause or section of a clause shall only apply to Consumers or Business Customers, that clause or section of a clause shall only apply to Consumers or Business Customers (as applicable) otherwise the Terms shall apply to both Consumers and Business Customers.

### 2. OUR CONTRACT WITH YOU

**2.1** You must ensure that the details of Your Order for the Products are complete and accurate before You submit the Order. If You think that there is a mistake, please contact Us to discuss.

**2.2** If We choose to accept Your Order for the Products in accordance with clause 2.5, these Terms will become binding on You and Us, and a Contract will come into existence between You and Us.

**2.3** Any quotation for the Products is valid for a period of 30 days only from the date that it is issued, provided that We have not previously withdrawn it. Quotes are subject to current stock availability from our suppliers.

**2.4** If You place an Order for a Product and we are unable to supply it, for example because that Product is not in stock or no longer available, We will inform You of this by email or telephone and We will not process Your Order. If You have already paid for the Products, We will refund You the full amount as soon as possible.

**2.5** When You submit the Order to Us or accept Our quotation (whether by email, telephone or otherwise), this does not mean that We have accepted Your Order for the Products. Our acceptance of Your Order shall not take place until We issue You with written acceptance of the Order ("**Order Confirmation**"), or deliver the Products whichever occurs first.

**2.6** These Terms apply to all Our sales and any variation to these Terms and any representations about the Products shall have no effect unless expressly agreed in writing and signed by one of Our authorised representatives.

### **3. INFORMATION ABOUT US**

**3.1** We operate the website [www.wfa.uk.net](http://www.wfa.uk.net) ("**Site**"). We are Wood Floor and Accessories Limited, a company registered in England and Wales under company number 03746590 and Our registered office at Splisby Road, Harold Hill, Romford, RM3 8SB, Our VAT number is 765999545

### **4. HOW WE USE YOUR PERSONAL INFORMATION**

We only use Your personal information in accordance with Our Privacy Policy and security policy. For details, please see <http://www.wfa.uk.net/security/>. Please take the time to read these, as they include important terms which apply to You.

### **5. DESCRIPTION & MATERIAL**

**5.1** The quantity and description of the Products shall be as set out in the Company's quotation and Order Confirmation.

**5.2** Any samples, drawings, images, descriptive matter, or advertising produced by Us and any descriptions or illustrations contained in Our catalogues, website (including the Site) or brochures ("**Our Literature**") are produced for the sole purpose of giving an approximate idea of the Products described in them. They shall not form part of the Contract or have any contractual force.

**5.3** The images of the Products are for illustrative purposes only. Although We have made every effort to display the colours accurately, We cannot guarantee that Your computer's display of the colours will accurately reflect the colour of the Products. Your Products may vary slightly from those images.

**5.4** Although We have made every effort to be as accurate as possible, all sizes, weights, capacities, dimensions and measurements indicated in Our Literature or elsewhere are approximate

**5.5** Due to the nature of the Wood Floor Products, We cannot guarantee:

- (a) the moisture content of the Wood Floor Products which will vary from batch to batch;
- (b) the profiles of tongue and groove which will vary from batch to batch;
- (c) the colour and consistency of the Products, which may vary from any samples and change as a result of the passage of time.

**5.6** In the event that we do not have the exact product We are entitled to supply an alternative Product to match as closely as possible to the Products that You have ordered. We will provide You with reasonable notice as soon as this becomes apparent and You will have the option to accept the alternate Product or cancel Your Order.

**5.7** You and/or the Wood Floor Product installer shall be responsible for determining whether the Products are fit for purpose where they are to be used for a particular or special purpose and whether they are suitable for the intended Installation Location and You agree, acknowledge and accept that We are a supplier of the Products only and nothing is to be taken as a warranty, representation or otherwise that We have provided any design advice or installation instruction upon which You are entitled to place any reliance.

**5.8** We are not responsible for installing the Products and subject to clause 18.5, We shall have no liability for any damage to the Products or any other property, person or otherwise caused during the installation of the Products.

**5.9** You shall be responsible for ensuring that the Products are fully and properly maintained, including but not limited to:

- (a) (in the case of **Business Customers**) by the development and implementation of a proper maintenance schedule in accordance with the British Standard Institute Code of Practice for installation of flooring of wood and wood based panels;
- (b) (in the case of **Consumers and Business Customers**) by ensuring that the Products are maintained in the correct ambient conditions (temperature, humidity level etc.);
- (c) (in the case of **Consumers and Business Customers**) by ensuring that the Wood Floor Products are adequately protected against damage (including but not limited to scratches, dents and scuff marks) including but not limited to by adequate protection underneath furniture and appropriate use of entrance door matting in accordance with manufacturers guidance or instructions or guidance provided by the installer of the Wood Floor Products.

### **6. IF YOU ARE A BUSINESS CUSTOMER**

**6.1** If You are buying on behalf of a business, You confirm that You have authority to bind any business on whose behalf You purchase Products.

**6.2** You acknowledge that You have not relied on any statement, promise or representation made or given by or on behalf of Us which is not set out in these Terms or the Terms of Website Use. Nothing in this clause 6.2 shall limit or exclude Our liability for fraudulent misrepresentation.

### **7. PERFORMANCE AND DELIVERY**

**7.1** We shall deliver the Products to the address that You have provided Us with in Your Order, or such other location as We shall agree in writing ("**Delivery Location**") provided always that We are permitted to do so by law.

**7.2** If You wish to collect the Products from Us, You must notify Us of this upon placing Your Order or at least five working days before delivery date.

**7.3** Delivery of the Order shall be completed when We deliver the Products to the Delivery Location or make the Order available to You for collection ("**Delivery**") and We shall use reasonable endeavours to deliver each of the orders for the Products by the estimated delivery date which We shall notify You of on the Order Confirmation. We shall notify You of the date upon which We will deliver the Products, or make them available for collection by You by email or telephone prior to dispatch ("**Delivery Date**").

**7.4** Time of delivery shall not be of the essence of the Contract and the Products may be delivered up to 10 Business Days after the estimated delivery date and if We are unable to meet the estimated delivery date because of an Event Outside Our Control, We will contact You with a revised estimated delivery date.

**7.5** We do not handle or unload the Products on arrival at the Installation Location. You must ensure that adequate assistance and personnel are available to unload the Products upon Delivery.

**7.6** Subject to clause 7.9 if We fail to deliver any or all of the Products ("**Undelivered Products**"), Our liability shall be limited, to one of the following:

- (a) replacing the Products within a reasonable amount of time; or
- (b) issuing a credit note against the invoice raised for the Undelivered Products; or
- (c) where You have paid in advance for the Undelivered Products, We may choose to reimburse You for the price of the Undelivered Products.

**7.7** We shall have no liability for any failure or delay in delivering the Order where:

- (a) such failure or delay is caused by Your failure to comply with Your obligations under the Contract, including a failure to:
  - (i) collect the Products in accordance with clause 7.3; and/or
  - (ii) to provide Us with the correct delivery address or any other relevant instructions; and/or
- (b) the failure or delay has been caused by an Event Outside Our Control.

**7.8** If You fail to take delivery of the Order on the Delivery Date, then, except where such failure or delay is caused by Our failure to comply with Our obligations under the Contract:

- (a) delivery of the Order shall be deemed to have been completed on the Delivery Date and responsibility for the Products shall pass to You upon delivery;
- (b) We shall store the Order until delivery takes place, and may (at a Director's discretion) charge You for all related costs and expenses (including, without limitation, storage and insurance);
- (c) if You fail to accept delivery of the Products within four weeks of the date of Deemed Delivery We may re-sell or otherwise dispose of the Products (or any part of them) to any third party.

**7.9** The Order shall be accompanied by a delivery note from Us showing the Order Number, the date of the Order, the type and quantity of Products included in the Order.

**7.10** You agree that if, in respect of the Order, We deliver up to and including more than the quantity of the Products ordered to the nearest pack size, You shall not be entitled to reject the Order, but a pro rata adjustment shall be made to the Order invoice.

**7.11** Once the Products have been installed they are deemed to be accepted. After acceptance You shall not be entitled to reject the Products which are not in accordance with the Contract.

## **8. INTERNATIONAL DELIVERY**

**8.1** We deliver to countries outside of the United Kingdom ("**International Delivery Location**"). However there are restrictions on some Products for certain countries, so please contact Us before ordering Products to check whether We are able to deliver to Your preferred country or location.

**8.2** If You order Products for delivery to an International Delivery Location, Your Order may be subject to import duties and taxes which are applied when the delivery reaches that destination. Please note that We have no control over these charges and We cannot predict their amount.

**8.3** You will be responsible for payment of any such import duties and taxes. Please contact Your local customs office for further information before placing Your Order.

**8.4** You must comply with all applicable laws and regulations of the International Delivery Location. We will not be liable or responsible if You break any such law.

## **9. TERMINATION**

**9.1** In the event of You becoming bankrupt or a business goes into liquidation other than for the purpose of a scheme of reconstruction or amalgamation or carrying on its business under an administrator, receiver, manager or liquidator for the benefit of its creditors or any of them We may by notice in writing terminate the Contract forthwith.

**9.2** In event of termination under this contract We shall be entitled to be paid all outstanding sums in respect of products delivered to You as at the date of termination, together with any expenditure reasonably incurred by Us in the expectation of the performance of or in consequence of the termination of the contract and loss of profit on the Contract including the difference between the total price to be paid on termination and the contract price. All outstanding sums in respect of Products delivered to You shall become immediately due.

## **10. RISK & TITLE**

**10.1** You do not own the Products until We have received payment in full (in cash or cleared funds) for the Products and all other sums that are due to Us from You.

**10.2** The Products will be Your responsibility from the arrival of the Products at the delivery location (for the avoidance of doubt, prior to unloading) or Deemed Delivery.

## **11. CLAIMS, SPECIAL CONDITIONS, & DISPUTE RESOLUTION**

**This clause 11 only applies if You are a Business Customer**

**11.1** In the event of dispute between You and Us the following will apply:-

- (a) You cannot withhold payment from Us whilst the dispute is being resolved, and
- (b) either party to the Contract can serve notice of a dispute, and
- (c) unless the dispute is resolved within 7 days from submission of notice of dispute then the complaining party can serve notice of referral.

**11.2** Upon receipt of notice of referral either party can apply to the Centre for Dispute Resolution to appoint a mediator to act to resolve the dispute.

**11.3** The mediator will give directions on how the matter is to be resolved.

**11.4** The decision of the mediator on sums due to either party up to the maximum of the contract value shall be binding on the parties in the interim but either party can pursue the matter through the courts if required.

**11.5** We are entitled in full and final settlement to return any deposit paid if it transpires We are unable to source a product due to be supplied under the terms of the Contract. We will use Our reasonable endeavours to source the Products to the best available standard within time constraints.

**11.6** Nothing in these Terms shall prevent Us from commencing or continuing court proceedings in relation to any non-payment or late payment of any monies owing to Us by You.

## **12. PRICE OF PRODUCTS AND DELIVERY CHARGES**

**12.1** The prices of the Products will be as quoted by Us to You in writing, on our Site or as published from time to time. We take all reasonable care to ensure that the prices of Products are correct at the time when the relevant information was entered onto the system, provided to You, or published, however if We discover an error in the price of Products You ordered, please see clause 12.6 for what happens in this event.

**12.2** Prices for our Products may change from time to time, and We may, by giving notice to You at any time up to 5 Business Days before Delivery, increase the price of the Product to reflect any increase in the cost of the Products that is due to:

(a) any factor beyond Our control including but not limited to:

- (i) foreign exchange fluctuations;
- (ii) increases in taxes and duties; and
- (iii) increase in labour, material or other manufacturing costs;

(b) any request by You to change the Delivery Date, quantities or types of Products ordered, or any specification in respect of Bespoke Products;

(c) any delay caused by any of Your instructions or Your failure to provide Us with adequate or accurate information or instructions.

**12.3** The price of the Products shall be exclusive of any value added tax ("**VAT**") and all costs or charges in relation to packaging, loading, unloading, carriage and insurance ("**Additional Payments**"), all of which amount You shall pay in addition when You are due to pay for the Products.

**12.4** Where the Products are being delivered to an International Delivery Location, the price of the Products does not include any relevant import duties or taxes ("**International Payments**"), and You will be responsible for such International Payments in accordance with clause 8.

**12.5** The price of the Products does not include delivery charges. Our delivery charges are as quoted in our current published price list from time to time or are available on request.

**12.6** Our Site and brochures contain a large number of Products. It is always possible that, despite Our reasonable efforts, some of the Products on Our Site and/or brochures may be incorrectly priced. We will normally check prices as part of Our dispatch procedures so that:

(a) where the Products' correct price is less than the price stated on Our Site, as provided to You or as published, We will charge the lower amount when dispatching the Products to You. However, 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 Products to You at the incorrect (lower) price; and

(b) if the Products' correct price is higher than the price stated on Our Site, as provided to You or as published, We will contact You as soon as possible to inform You of this error and We will give You the option of continuing to purchase the Products at the correct price or cancelling Your Order. We will not process Your Order until we have Your instructions. If We are unable to contact You using the contact details You provided during the order process, We will treat the Order as cancelled and notify You in writing.

### **13. PAYMENT**

**13.1** You can pay for the Products in cash or by making a direct bank transfer into Our account, by using a debit or any credit cards we currently accept.

**13.2** Payment for the Product and all applicable delivery charges, Additional Payment and International Payment must be made at the time You place Your Order for the Products or paid in full prior to delivery or collection.

**13.3** Subject to clause 13.4, where You have a current credit account with Us, which has not been suspended or cancelled, We shall invoice You for the price of the Products, VAT, Additional Payments and any applicable International Payment that We have incurred the day of Delivery.

**13.4** Where You are invoiced in accordance with clause 13.3, payment must be made in full and cleared funds within 20 days of the end of the month in which the invoice is issued to the bank account detailed on our invoice. Time of payment is of the essence.

**13.5** Except as otherwise agreed by Us in writing, where You do not have a current credit account with Us, subject to clause 13.2 We will invoice You for the price of the Products, VAT, Additional Payments and any applicable International Payment at any time after You have placed Your Order and payment must be made in full and cleared funds within seven days of the date of the invoice, and in any event prior to collection or Delivery of the Products. We will not dispatch the Products for Delivery or collection until We have received Your payment in full and cleared funds.

**13.6** Where Your Order includes any Bespoke Products, a non-refundable payment of 50% (fifty per cent) of the price of the Bespoke Products must be made at the time You place Your Order. We will invoice You for the balance at any time after You place the Order, and except as otherwise agreed by Us in writing payment must be made to Us in full and cleared funds within seven days of the date of the invoice and in any event prior to Delivery or collection of the Products.

**13.7** Where You have ordered Bespoke Products, any deposit paid by You shall be non-returnable in the event that You fail, for whatever reason, to collect or take delivery of such Products within a period of four weeks from the Delivery Date.

**13.8** You are to indemnify us in full and hold us harmless from all expenses and liabilities we may incur (directly or indirectly including financing costs, including legal costs on a full indemnity basis and the cost of instructing a debt recovery agency to recover a debt due to us if any) following any breach by you of any of your obligations under these terms.

**13.9** Wood Floors & Accessories Limited are provided with credit insurance by Euler Hermes, the world's largest credit insurers, to protect us against unpaid invoices and provide debt collection services. Please note that as part of our policy service, we are required to report any seriously overdue invoices that remain outstanding.

### **14. RIGHT OF RETURN AND REFUND**

**14.1** If You are a consumer, subject to clause 14.2, You have a legal right to cancel a Contract under the Consumer Contracts Regulations 2014 during the period set out below in clause 14.3. This means that during the relevant period if You change Your mind or for any other reason You decide You do not want to keep the Products, You can notify Us of Your decision to cancel the Contract and receive a refund.

**14.2** Unfortunately, as the Bespoke Products are made to Your requirements, You will not be able to cancel Your Order in accordance with this clause 14 or otherwise (but this will not affect your legal rights as a Consumer in relation to Bespoke Products that are faulty or not as described).

**14.3** If you are a consumer, Your legal right to cancel a Contract starts from the date of the Order Confirmation, which is when the Contract between Us is formed. If the Products have already been delivered to You, You have a period of 14 (fourteen) days in which You may cancel, starting from the day after the day You receive the Products.

**14.4** To cancel a Contract contact us by email at [info@wfa.uk.net](mailto:info@wfa.uk.net). Telephone cancellations must also be confirmed in writing. You may wish to keep a copy of Your cancellation notification for Your own records. If You send Us Your cancellation notice by email or by post, then Your cancellation is effective from the date We receive it from You. If you call Us to notify Us of Your cancellation, then Your cancellation is effective from the date You telephone Us.

**14.5** You will receive a full refund of the price You paid for the Products but not any applicable delivery charges You paid for. We will process the refund due to You as soon as possible and, in any case, within 30 calendar days of the day on which You gave us notice of cancellation as described in clause 14.4. If You returned the Products to Us because they were faulty or mis-described, please see clause 14.6.

**14.6** If You have returned the Products to Us under this clause 14 because they are faulty or mis-described, We will refund the price of defective Products in full, any applicable delivery charges, and any reasonable costs You incur in returning the item to Us.

**14.7** We will refund You by the same method You made the payment to Us, for example on the credit card or debit card used by You to pay for the Products, or bank transfer. If you have a credit with us, we will issue you with a credit note

**14.8** If the Products were delivered to You:

**(a)** You must return the Products to Us as soon as reasonably practicable. If the Products require collection, We will collect the Products from the address to which they were delivered. We will contact You to arrange a suitable time for collection;

**(b)** unless the Products are faulty or not as described (in this case, see clause 14.6), You will be responsible for the cost of returning the Products to Us or where relevant, the cost of Us collecting the Products from You ;

**(c)** You have a legal obligation to keep the Products in Your possession and to take reasonable care of the Products while they are in Your possession. They must be stored in the correct ambient conditions.

**14.9** As a consumer, You will always have legal rights in relation to Products that are faulty or not as described. These legal rights are not affected by the returns policy in this clause 14 or these Terms.

**14.10** If you are a Business, when the Products are returned to us a 10% restocking charge may be applicable on all stock item Products, at the Directors discretion. Any such products must be in the condition they were supplied to You in.

## **15. MANUFACTURER GUARANTEES**

**15.1** Some of the Products we sell to You may come with a manufacturer's guarantee. For details of the applicable terms and conditions, please refer to the manufacturer's guarantee provided with the Products.

**15.2** If you are a Consumer, a manufacturer's guarantee is in addition to your legal rights in relation to the Products that are faulty or not as described.

## **16. OUR WARRANTY FOR THE PRODUCTS**

**16.1** For Products which do not have a manufacturer's guarantee, We provide a warranty that the Goods shall be free from material defects and remain so:

(a) the case of Wood Floor Products, for 25 years after Delivery, subject to our guarantee terms and conditions;

(b) in the case of Other Products, until the expiry of the earlier of the "use by", "expiry" or "best before" period stated on the packaging, labelling or other documentation accompanying the Other Products on Delivery,

however, this warranty in this clause 16.1 does not apply in the circumstances described in clause 16.2.

**16.2** The warranty in clause 16.1 does not apply to any defect in the Products arising from:

(a) fair wear and tear;

(b) wilful damage, abnormal storage or working conditions, accident, negligence by You or by any third party including but not limited to upon the installation of the Products;

(c) where You or any third party fails to operate, install, protect, maintain or use the Products in accordance with our oral or written instructions, user or manufacturer's guidelines or good trade practice;

(d) any alteration or repair by You or by a third party; or

(e) Us following any drawing, design, instruction or Specification supplied by You, including but not limited to in the case of Bespoke Products.

**16.3** If You are a **Consumer**, the warranty in clause 16.1 is in addition to Your legal rights in relation to Products that are faulty or not as described.

## **17. ACCEPTANCE AND DEFECTIVE PRODUCTS**

**17.1** Without prejudice to a Consumer's right to cancel the Contract under clause 14 of the Terms, You may reject any Products delivered to You that do not comply with Our warranty at clause 16.1 (but not, for the avoidance of doubt any Products delivered that do comply with clause 16.1, or reject the Order as a whole), provided that:

(a) notice of rejection is given to Us in writing:

(i) in the case of defect that is apparent on normal visual inspection, (including but not limited to where the incorrect Products have been supplied), within 3 Business Days of the Products' arrival at the Delivery Location, provided that such Products shall be deemed to have reached the Delivery Location within 20 days of dispatch to the Delivery Location;

(ii) in the case of a latent defect, within reasonable time of the latent defect having become apparent;

(b) We are given reasonable opportunity to examine the Products and You (if asked to do so by Us) return the Products to Our place of business or such other location as We request (and in the case of business Customer at Your cost); and

(c) none the events listed in clause 16.3 apply.

**17.2** If You fail to give notice of rejection in accordance with clause 17.1, You shall be deemed to have accepted the Products.

**17.3** We shall not be liable for the Products' failure to comply with the warranty set out in clause 16.1 in any of the following events:

(a) You make any further use of such Products after giving notice in accordance with clause 17.1;

(b) the defect arises as a result of the occurrence of any of the events listed in clause 16.2;

(c) the Products differ from their description or the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

**17.4** Subject to clause 17.1 and 17.3, if You reject Products under clause 17.1 then We may elect to:

(a) repair or replace the rejected Products; or

(b) refund the price of the rejected Products in full.

**17.5** Once We have complied with Our obligations under clause 17.4, We shall have no further liability to You in respect of the rejected Products' failure to comply with clause 16.1.

**17.6** The terms of the Contract shall apply to any repaired or replacement Products supplied by Us.

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## **18. OUR LIABILITY IF YOU ARE A CONSUMER**

**18.1** If 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 these 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 the Contract.

**18.2** We only supply the Products to You for domestic and private use. You agree not to use the Products for any commercial, business or re-sale purposes, and We have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity.

### **CLAUSES 18.3 TO 18.7 APPLIES TO BOTH CONSUMER AND BUSINESS CUSTOMERS**

**18.3** We have no liability to You for any loss or damage You suffer that arises as a result of Us following any drawing, design, instruction or specification provided by You for Bespoke Products or otherwise.

**18.4** Nothing in these Terms limit or exclude Our liability for:

- (a) death or personal injury caused by Our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- (d) defective products under the Consumer Protection Act 1987.

**18.5** Subject to clause 18.4, we will under no circumstances whatever be liable to You, whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise, arising under or in connection with the Contract for:

- (a) any loss of profits, sales, business, or revenue;
- (b) loss or corruption of data, information or software;
- (c) loss of business opportunity;
- (d) loss of anticipated savings;
- (e) loss of goodwill; or
- (f) any indirect or consequential loss.

**18.6** Subject to clause 18.4 and clause 18.5, Our liability to You in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed three times the price of the Products to which the liability relates.

**18.7** Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Products. Any representation, condition or warranty which might be implied or unincorporated in these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, We will not be responsible for ensuring that the Products are suitable for Your purposes, where the Products are to be used for a purpose other than the purpose for which they are commonly supplied.

## **19. ASSIGNMENT**

**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** If You are a **Business Customer**, You shall not be entitled to assign Your rights or obligations under the Contract or any part of it without Our prior written consent.

## **20. EVENTS OUTSIDE OUR CONTROL**

**20.1** We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in clause 20.2.

**20.2** Any "**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 of war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

**20.3** If an Event Outside Our Control takes place that affects the performance of Our obligations under a Contract:

- (a) We will contact You as soon as reasonably possible to notify You; and
- (b) Our obligations under a Contract will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our delivery of Products to You, We will arrange a new delivery date with You after the Event Outside Our Control is over.

**20.4** You may cancel the Contract if an Event Outside Our Control takes place and continues for more than 6 weeks and You no longer wish Us to provide the Products.



## **21. COMMUNICATIONS BETWEEN US**

**21.1** When we refer, in these Terms, to "in writing", this will include email.

**Clauses 21.2 and 21.3 only apply if You are a Consumer.**

**21.2** (a) To cancel a Contract in accordance with your legal right to do so as set out in clauses 14 and 20.4, please see clause 14.4 for details of how to do so.

(b) If You wish to contact Us in writing for any other reason, You can send this to Us by email. You can always contact Us using Our Customer Services telephone line.

**21.3** If We have to contact You or give You notice in writing, We will do so by email or by pre-paid post to the email address and/or postal address You provide to Us in Your Order.

**This clause 21.4 only applies if You are a Business Customer.**

**21.4** If You are a **Business Customer**, 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 site, 24 hours after an email is sent (provided always that it is sent to the correct address, You do not recall the message or receive notification of non-delivery), or three days after the date of posting of any letter to our registered address and received by a company representative. If You serve notice from an International Delivery Destination by airmail, We will be deemed to have received it eight (8) days after it was posted. 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 (including in the case of airmail) and, in the case of an email, that such email was sent to the correct specified email address of the intended recipient and not recalled, or a message of non-delivery received. We shall acknowledge safe receipt of the notice given by You, by either email or telephone call within 24 hours of receiving the notice during working hours. In the event that You do not receive an email or telephone call from Us within the specified time period, You are required to contact us to establish if the notice has been received by Us. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

## **22. OTHER IMPORTANT TERMS**

**22.1** This Contract is between You and Us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties Act) 1999 or otherwise.

**22.2** Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

**22.3** These Terms are governed by English law. You and We both agree to that the courts of England and Wales will have exclusive jurisdiction.