

## WEBSITE TERMS AND CONDITIONS OF SUPPLY

### 1 THESE TERMS

**1.1 What these terms cover.** This page (together with our [Privacy Policy](#), [Terms of Use](#) and [Acceptable Use Policy](#)) tells you information about us and the legal terms and conditions on which we supply products to you from our website at [www.wellworking.co.uk](http://www.wellworking.co.uk).

**1.2 Why you should read them.** These terms will apply to any contract between us for the supply of products to you. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms please contact us to discuss. Please note that before placing an order you will be asked to agree to these Terms. If you refuse to accept these Terms, you will not be able to order any products from our site.

**1.3** You should print a copy of these terms or save them to your computer for future reference.

**1.4** These terms, and any contract between us, are only in the English language.

### 2 INFORMATION ABOUT US AND HOW TO CONTACT US

**2.1 Who we are.** We operate the website [www.wellworking.co.uk](http://www.wellworking.co.uk). We are Wellworking Limited a company registered in England and Wales. Our company registration number is 03882328 and our registered office is at 15 Bunhill Row, London EC1Y 8LP. Our registered VAT number is 744 4914 19.

**2.2 How to contact us if you are a consumer.** You can contact us by telephoning our customer service team at 020 3110 0610 or by writing to us at [sales@wellworking.co.uk](mailto:sales@wellworking.co.uk) and by post to Wellworking Limited, Unit 7, Western Avenue Business Park, Mansfield Road, London W3 0BZ.

**2.3 How to contact us if you are a business.** You can contact us by telephoning our customer service team at 020 3110 0610 or by writing to us at [sales@wellworking.co.uk](mailto:sales@wellworking.co.uk) and by post to Wellworking Limited, Unit 7, Western Avenue Business Park, Mansfield Road, London W3 0BZ. If you wish to give us formal notice of a matter in accordance with these terms, please see clause 16.

**2.4 How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

**2.5 "Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

### **3 OUR CONTRACT WITH YOU**

**3.1 Our shopping pages** will guide you through the steps you need to take to place an order with us. Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process.

**3.2 We also accept orders by telephone.** If you would like to order any products by telephone please call 020 3110 0610 and one of our representatives will guide you through the steps you need to take to place an order with us.

**3.3 How we will accept your order.** After you place an order, you will receive an email from us acknowledging that we have received your order. However, please note that this does not mean that your order has been accepted. Our acceptance of your order will take place when we email you confirming the products have been dispatched (Dispatch Confirmation), at which point a contract will come into existence between you and us.

**3.4 If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified. If you have already paid for the products, we will refund you the full amount including any delivery costs charged as soon as possible.

**3.5 Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

**3.6 Where we sell our goods.** Our website is for the promotion of our products in the UK. We may be able to deliver to countries outside the UK in our absolute and sole discretion.

### **3.7 International delivery.**

**3.7.1** There are restrictions on some products for certain international delivery destinations, so please review the information on our website before ordering products.

3.7.2 If you order products from our website for delivery to an international delivery destination, 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. 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.

3.7.3 You must comply with all applicable laws and regulations of the country for which the products are destined. We will not be liable or responsible if you break any such law.

**Clauses 3.8 and 3.9 only apply if you are a consumer.**

3.8 If you are a consumer, you may only purchase products from our site if you are at least 18 years old.

3.9 Certain products on our site can only be purchased if you satisfy the legal age requirement for that product. We are not allowed by law to supply these products to you if you do not satisfy these age requirements. If you are underage, please do not attempt to order these products through our site.

**Clauses 3.10 to 3.13 only apply if you are a business.**

3.10 If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you use our site to purchase products.

3.11 These Terms and our [Privacy Policy](#), [Terms of Use](#) and [Acceptable Use Policy](#) constitutes the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

3.12 You acknowledge that in entering into a contract with us you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these [Terms or our Privacy Policy](#), [Terms of Use](#) and [Acceptable Use Policy](#).

3.13 You and we agree that neither of us shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this contract.

## **4 OUR PRODUCTS**

4.1 Products may vary slightly from their pictures. The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images. Although we have made every effort to be as accurate as possible, all sizes, weights, capacities, dimensions and measurements indicated on our website are approximate only.

4.2 Product packaging may vary. The packaging of the product may vary from that shown on images on our website.

4.3 Making sure your measurements are accurate. If we are making the product to measurements you have given us you are responsible for ensuring that these measurements are correct. You can find information and tips on how to measure on our website or by contacting us.

## **5 YOUR RIGHTS TO MAKE CHANGES**

If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

## **6 OUR RIGHTS TO MAKE CHANGES**

6.1 We may amend these terms from time to time. Please look at the top of this page to see when these Terms were last updated and which Terms were changed.

6.2 Every time you order products from us, the Terms in force at the time of your order will apply to the contract between you and us.

6.3 If we have to revise these Terms as they apply to your order, we will contact you to give you reasonable advance notice of the changes and let you know how to cancel the contract if you are not happy with the changes. You may cancel either in respect of all the affected products or just the products you have yet to receive. If you opt to cancel, you will have to return (at our cost) any relevant products you have already received and we will arrange a full refund of the price you have paid, including any delivery charges.

**6.4 Minor changes.** We may change the product and these terms to reflect changes in relevant laws and regulatory requirements and change the product to implement minor

technical adjustments and improvements (which will not affect your use of the product) but, if we do so, we will notify you and explain the effects of these changes before the changes take effect.

**6.5 More significant changes** to the products and these terms. In addition we may make more significant changes to these terms or the product, but if we do so we will notify you and you may then contact us to end the contract and receive a full refund before the changes take effect.

## **7 PROVIDING THE PRODUCTS**

**7.1 Delivery costs.** The costs of delivery will be as displayed to you on our website.

**7.2 When we will provide the products.** We or our courier will deliver the goods to you as soon as reasonably possible and if you are a consumer in any event within 30 days after the day on which we accept your order, or we will contact you with an estimated delivery date or to agree a delivery date, which if you are a consumer will be within 30 days after the day on which we accept your order.

**7.3 We are not responsible for delays outside our control.**

7.3.1 An event outside our control means any act or event beyond our reasonable control, including for example 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 or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

7.3.2 If you are a consumer, if our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

7.3.3 If you are a business, 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 above in clause 7.3.1. If an event outside our control takes place that affects the performance of our obligations under a contract:

7.3.3.1 we will contact you as soon as reasonably possible to notify you; and

7.3.3.2 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.

**7.4 Collection by you.** If you have asked to collect the products from our premises, you can collect them from us at any time during our normal working hours on weekdays (excluding public holidays).

**7.5 If you are not available** when the product is delivered. If no one is available at your address to take delivery and sign for the products, we or our courier will leave you a note informing you of how to rearrange delivery or collect the products from a local depot.

**7.6 If you do not re-arrange delivery.** If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 10.2 will apply.

**Clauses 7.7 to 7.9 (inclusive) only apply if you are a consumer**

7.7 Your legal rights if we deliver late. You have legal rights if we deliver any products late. If we miss the delivery deadline for any products then you may treat the contract as at an end straight away if any of the following apply:

7.7.1 we have refused to deliver the products;

7.7.2 delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or

7.7.3 you told us before we accepted your order that delivery within the delivery deadline was essential.

7.8 Setting a new deadline for delivery. If you do not wish to treat the contract as at an end straight away, or do not have the right to do so under clause 7.7, you can give us a new deadline for delivery, which must be reasonable, and you can treat the contract as at an end if we do not meet the new deadline.

7.9 Ending the contract for late delivery. If you do choose to treat the contract as at an end for late delivery under clause 7.7, you can cancel your order for any of the products or reject products that have been delivered. If you wish, you can reject or cancel the order for some of those products (not all of them), unless splitting them up would significantly reduce their

value. After that we will refund any sums you have paid to us for the cancelled products and their delivery. If the products have been delivered to you, you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please call customer services on 020 3110 0610 or email us at [sales@wellworking.co.uk](mailto:sales@wellworking.co.uk) for a return label or to arrange collection.

**7.10 When you become responsible for the product.** The product will be your responsibility from the time we deliver the product to the address you gave us or you or a carrier organised by you collect it from us.

**7.11 When you own goods.** You own a product which is goods once we have received payment in full.

**7.12 What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the products to you. If so, this will have been stated in the description of the products on our website. We will contact you in writing to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 10.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

**7.13 Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product to:

7.13.1 deal with technical problems or make minor technical changes;

7.13.2 update the product to reflect changes in relevant laws and regulatory requirements;

7.13.3 make changes to the product as requested by you or notified by us to you (see clause 6).

**7.14 Your rights if we suspend the supply of products.** We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. If we have to suspend the product for longer than 7 days in any 30 day period we will adjust the price so that you do not pay for products while they are suspended. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 7 days and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

**7.15 We may also suspend supply of the products if you do not pay.** If you do not pay us for the products when you are supposed to (see clause 12.5) and you still do not make payment within 14 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will not suspend the products where you

dispute the unpaid invoice (see clause 12.8). We will not charge you for the products during the period for which they are suspended. As well as suspending the products we can also charge you interest on your overdue payments (see clause 12.7).

## **8 YOUR RIGHTS TO END THE CONTRACT**

This clause 8 only applies if you are a consumer

**8.1 You can always end your contract with us.** Your rights when you end the contract 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:

8.1.1 If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), see clause 11;

8.1.2 If you want to end the contract because of something we have done or have told you we are going to do, see clause 8.2;

8.1.3 If you have just changed your mind about the product, see clause 8.3. 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;

8.1.4 In all other cases (if we are not at fault and there is no right to change your mind), see clause 8.6.

**8.2 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 (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

8.2.1 we have told you about an upcoming change to the product or these terms which you do not agree to;

8.2.2 we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;

8.2.3 there is a risk that supply of the products may be significantly delayed because of events outside our control;

8.2.4 we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 7 days; or

8.2.5 you have a legal right to end the contract because of something we have done wrong (including because we have delivered late (see clause 7.7)).

**8.3. Exercising your right to change your mind** (Consumer Contracts Regulations 2013). For most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

**8.4 When you don't have the right to change your mind.** You do not have a right to change your mind in respect of:

8.4.1 any products that are made to your specifications or are clearly personalised;

8.4.2 any products that are liable to deteriorate or expire rapidly;

- 8.4.3 products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;
- 8.4.4 sealed audio or sealed video recordings or sealed computer software, once these products are unsealed after you receive them; and
- 8.4.5 any products which become mixed inseparably with other items after their delivery.

**8.5 How long do I have to change my mind?** How long you have depends on what you have ordered and how it is delivered.

- 8.5.1 If you have bought goods you have 14 days after the day you (or someone you nominate) receives the goods, unless:
  - 8.5.1.1 Your goods are split into several deliveries over different days. In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery to change your mind about the goods.
  - 8.5.1.2 Your goods are for regular delivery over a set period. In this case you have until 14 days after the day you (or someone you nominate) receives the first delivery of the goods.

**8.6 Ending the contract where we are not at fault and there is no right to change your mind.** If you do not have any other rights to end the contract (see clause 8), you can still contact us before it is completed and tell us you want to end it. If you do this the contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund compensation for the net costs we will incur as a result of your ending the contract.

## **9 HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)**

**9.1 Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:

- 9.1.1 Phone or email. Call customer services on 020 3110 0610 or email us at [sales@wellworking.co.uk](mailto:sales@wellworking.co.uk). Please provide your name, home address, details of the order and, where available, your phone number and email address.
- 9.1.2 Online. Complete the [form](#) on our website.
- 9.1.3 By post. Print off the [form](#) and post it to us at the address on the form. Or simply write to us at that address, including the information required in the form.

**9.2 Returning products after ending the contract.** If you end the contract for any reason after products 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 or (if they are not suitable for posting) allow us to collect them from you. Please call customer services on 020 3110 0610 or email us at [sales@wellworking.co.uk](mailto:sales@wellworking.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.

**9.3 When we will pay the costs of return.** We will pay the costs of return:

9.3.1 if the products are faulty or misdescribed; or

9.3.2 if you are ending the contract because we have told you of an upcoming change to the product 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.

In all other circumstances you must pay the costs of return.

**9.4 What we charge for collection.** If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection. The costs of collection will be a minimum of £20 inc VAT

**9.5 How we will refund you.** We will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

**9.6 Deductions from refunds.** If you are exercising your right to change your mind:

9.6.1 We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be reasonably permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

9.6.2 The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

9.6.3 Where the product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

**9.7 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:

9.7.1 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 product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us.

9.7.2 In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

## **10 OUR RIGHTS TO END THE CONTRACT**

10.1 We may end the contract if you break it. We may end the contract for a product at any time by writing to you if:

10.1.1 you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;

10.1.2 you do not, within a reasonable time of us asking for it, provide us with information

that is necessary for us to provide the products, for example, specifications, dimensions, or wording for personalised goods;

10.1.3 you do not, within a reasonable time, allow us to deliver the products to you or collect them from us; or

10.1.4 you do not, within a reasonable time, allow us access to your premises to supply the services.

**10.2 You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 10 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

**10.3 We may withdraw the product.** We may write to you to let you know that we are going to stop providing the product. We will endeavour to let you know at least 14 days in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided. ]

## **11 IF THERE IS A PROBLEM WITH THE PRODUCT**

**11.1 How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at 020 3110 0610 or write to us at [sales@wellworking.co.uk](mailto:sales@wellworking.co.uk) and by post to Wellworking Limited, Unit 7, Western Avenue Business Park, Mansfield Road, London W3 0BZ.

Clauses 11.2 and 11.3 (inclusive) only apply if you are a consumer.

**11.2 Summary of your legal rights.** We are under a legal duty to supply products that are in conformity with this contract. See below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

### **Summary of your key legal rights**

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

If your product is goods, for example furniture or a laptop, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected life of your product your legal rights entitle you to the following:

- up to 30 days: if your item is faulty, then you can get a refund.
- up to six months: if your faulty item can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- up to six years: if the item can be expected to last up to six years you may be entitled to a repair or replacement, or, if that doesn't work, some of your money back.

**11.3 Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please call customer services on 020 3110 0610 or email us at [sales@wellworking.co.uk](mailto:sales@wellworking.co.uk) for a return label or to arrange collection.

## **12 PRICE AND PAYMENT**

**12.1 Where to find the price for the product.** The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order. We use our best efforts to ensure that the price of product advised to you is correct. However please see clause

**12.2 Inclusion of VAT.** Our site enables you to toggle between a VAT inclusive and VAT exclusive figure for all products. Please note that the price that you will pay is the VAT inclusive amount (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the products in full before the change in VAT takes effect. Prior to confirming your order, you will be presented with a total (VAT inclusive figure) which will be the amount you will be paying us for the products.

**12.3 We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

**12.4 What happens if we got the price wrong.** what happens if we discover an error in the price of the product you order. The price of the product does not include delivery charges. Our delivery charges are as advised to you during the checkout process, before you confirm your order.

It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

**12.5 When you must pay and how you must pay.** We accept payment with;

12.5.1 Debit card or credit card (we accept the cards listed on our checkout page);

12.5.2 Paypal; or

12.5.3 Finance (for details please see our [finance page](#))

You must pay for the products before we dispatch them. We will charge your credit or debit card in full, on order for online purchases. For items purchased via Deko finance the agreement will commence on delivery of the item/s.

**12.6 We may offer some of our customers credit** accounts/credit terms that can be used to pay for the products. For further information please contact us. If you want to use your credit account/credit terms to purchase products, please follow the on-screen instructions for information on how to do so.

**12.7 We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 8% a year above the base lending rate of the Bank of England 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.

**12.8 What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know and we will not charge you interest until we have resolved the issue.

### **13 OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER**

This clause 13 only applies if you are a consumer.

**13.1 We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

**13.2 We are not liable for business losses.** We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

### **14 OUR LIABILITY IF YOU ARE A BUSINESS**

This clause 14 only applies if you are a business customer.

**14.1 Nothing in these terms limits or excludes our liability for:**

- 14.1.1 death or personal injury caused by our negligence;
- 14.1.2 fraud or fraudulent misrepresentation;

14.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or

14.1.4 defective products under the Consumer Protection Act 1987.

14.2 Subject to clause 14.1, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the contract for:

14.2.1 any loss of profits, sales, business, or revenue;

14.2.2 loss or corruption of data, information or software;

14.2.3 loss of business opportunity;

14.2.4 loss of anticipated savings;

14.2.5 loss of goodwill; or

14.2.6 any indirect or consequential loss.

14.3 Subject to clause 14.1, our total liability to you in respect of all 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 the price of the products.

## **15 HOW WE MAY USE YOUR PERSONAL INFORMATION**

15.1 How we will use your personal information. We will use the personal information you provide to us:

15.1.1 to supply the products to you;

15.1.2 to process your payment for the products; and

15.1.3 if you agreed to this during the order process, to inform you about similar products that we provide, but you may stop receiving these at any time by contacting us.

**15.2 We may pass your personal information to credit reference agencies.** Where we extend credit to you for the products we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.

15.3 We will only give your personal information to other third parties where the law either requires or allows us to do so.

## **16 COMMUNICATIONS BETWEEN US IF YOU ARE A BUSINESS**

This clause 16 only applies if you are a business.

16.1 Any notice or other communication given by you to us, or by us to you, under or in connection with the contract shall be in writing and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service or e-mail

16.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at our registered office; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or if sent by e-mail, one Business Day after transmission.

16.3 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.

16.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

## **17 OTHER IMPORTANT TERMS**

17.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 14 days of us telling you about it and we will refund you any payments you have made in advance for products not provided.

17.2 You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee). You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. We may not agree if we reasonably believe that the person to which you wish to transfer your obligations will not be able to fulfil the obligations to be transferred. However, you may transfer a guarantee given by us in relation to the product to a person who has acquired the product. We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the relevant item or property.

17.3 Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

17.4 If a court finds part of this contract illegal, the rest will continue in force. 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.

17.5 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a

later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

17.6 Which laws apply to this contract and where you may bring legal proceedings if you are a consumer. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

17.7 Which laws apply to this contract and where you may bring legal proceedings if you are a business.

17.7.1 If you are a business, a contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

17.7.2 If you are a business, we both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with a contract or its subject matter or formation (including non-contractual disputes or claims).