

# Terms and Conditions

These Terms and Conditions (“Conditions”) govern the sale of goods and the provision of related services by Avalonian UK Ltd, operating as Knights Saddles (“we,” “us,” “our,” “the Seller”).

By accessing or utilising our website, placing an order, scheduling a fitting, or purchasing goods from us—either directly through the website or via an authorised independent fitter—you agree to adhere to these Conditions.

If you do not agree with these Conditions, please refrain from placing an order or purchasing goods from us.

Please note that no individual under the age of 18 may purchase goods. If you are under 18, you must have the involvement and consent of a parent or legal guardian.

## Seller Details

- Company Name: Avalonian UK Ltd
- Company Number: [to insert]
- Registered Office: [to insert]
- Trading Name: Knights Saddles

You (“the Buyer”) may be a visitor to our website, a customer, or a potential customer.

We kindly ask that you read these Conditions thoroughly before placing an order. A copy can be saved or requested for your records.

## 1. Definitions

In these Terms and Conditions, the following definitions apply:

### “Approved Fitter”

Refers to an independent professional fitter authorized by Avalonian UK Ltd to evaluate horses and riders, and to provide fitting advice regarding Knights Saddles. Approved Fitters operate as independent contractors or agents and are not employees of the Seller.

### “Buyer”

Denotes the individual or legal entity purchasing Goods from the Seller.

### “Carrier”

Indicates any third party engaged by the Seller to transport Goods, whether for part or all of the delivery journey.

## **“Consumer”**

Refers to an individual acting primarily for purposes outside their trade, business, craft, or profession.

## **“Consultation”**

Describes the advice provided by the Seller or an Approved Fitter, whether in person, remotely, or via telephone, which includes the assessment of horse, rider, and equipment.

## **“Fitting Service”**

Refers to a professional service that assesses the suitability and fit of saddles, conducted at a location agreed upon with the Buyer or remotely, and may be associated with or precede an order.

## **“Goods”**

Includes any saddles, equipment, accessories, or related products sold by the Seller under the Knights Saddles brand, whether standard, semi-bespoke, or bespoke.

## **“Bespoke / Made-to-Order Goods”**

Refers to Goods manufactured or modified to the Buyer’s specifications, including but not limited to tree configuration, panel construction, seat, flap, leather type, leather finish, color, stitching, trim, girthing configuration, balance, and other design or structural choices.

The Buyer acknowledges that Knights Saddles are crafted using a modular design system with a wide array of configurable elements, resulting in thousands of potential individual saddle configurations. Consequently, each Bespoke or Made-to-Order item is specifically made for the Buyer and their unique horse and rider combination.

## **“Website”**

Denotes the Knights Saddles website and all associated systems that support it.

## **“Content”**

Refers to all text, images, graphics, video, audio, data, and other materials published on the Website with the Seller’s authorisation.

## **2. Our Contract with You**

### **2.1 Applicability of Conditions**

These Conditions apply to you, regardless of whether you are:

- A visitor to the Website
- A prospective Buyer
- A Buyer purchasing Goods directly from the Seller or following a Consultation or Fitting Service conducted by an Approved Fitter

## **2.2 Establishing a Contract**

A legally binding contract is formed only when the Seller accepts your order. Acceptance may occur through:

- Written confirmation (including email)
- Confirmation after a Consultation or Fitting Service
- Issuance of an invoice
- Initiation of the Goods' manufacture, whichever occurs first

## **2.3 Orders for Bespoke or Made-to-Order Goods**

Orders for Bespoke or Made-to-Order Goods are created strictly according to the specifications agreed upon at the time of order, which includes information provided by the Buyer and/or an Approved Fitter. The Buyer must ensure that all information, measurements, specifications, and selections are accurate and complete. Any adjustments required due to incorrect or incomplete information may incur additional costs.

## **2.4 Consultation and Fitting Service Advice**

Any advice given during a Consultation or Fitting Service is a professional opinion based on the information available at that time. Saddle fitting is not an exact science and involves various dynamic factors, including, but not limited to, horse development, rider balance, training intensity, and management practices. There is no guarantee that a saddle will remain suitable indefinitely.

## **2.5 Approved Fitters**

Approved Fitters are independent professionals. While they are authorised to provide fitting advice regarding Knights Saddles, they are not permitted to make binding representations, guarantees, or contractual commitments on behalf of the Seller unless confirmed in writing by the Seller.

## **2.6 Buyer Acknowledgment**

By entering into this contract, the Buyer acknowledges that they do not rely on any representation, statement, or assurance that is not expressly confirmed in writing by the Seller.

## **2.7 Sales Literature and Guidance**

Sales literature, website content, social media content, specifications, images, price lists, and other descriptive materials are provided for general guidance only and do not constitute a contractual offer that can be accepted.

## **2.8 Changes to Specifications**

The Seller reserves the right to make reasonable changes to specifications as needed to comply with applicable laws, safety standards, or manufacturing requirements, provided that such changes do not materially affect the quality or performance of the Goods.

## **2.9 Unavailability of Goods**

If ordered Goods are unavailable or delayed, the Seller will notify the Buyer and may offer alternatives, a revised timescale, or the option to cancel the order in accordance with these Conditions.

## **2.10 Applicability of Conditions**

These Conditions apply to all sales unless the Seller expressly agrees otherwise in writing. No other terms or conditions shall apply unless accepted in writing by the Seller.

# **3. Your Account and Information Provided**

## **3.1 Accuracy of Information**

The Buyer confirms that all information submitted to the Seller and/or an Approved Fitter—including personal details, horse specifics, measurements, specifications, photographs, videos, and management or training information—is accurate, complete, and current to the best of their knowledge.

## **3.2 Reliance on Buyer Information**

The Seller relies on the information provided by the Buyer and any Approved Fitter when offering advice on suitability, configuration, and manufacturing of the Goods. The Seller shall not be liable for any consequences arising from inaccurate, incomplete, or outdated information provided by the Buyer or on the Buyer's behalf.

## **3.3 Account Responsibility**

If the Buyer creates an account on the Website, they are responsible for maintaining the confidentiality of their login details and for all activities conducted through that account. The Buyer must notify the Seller immediately if they suspect unauthorised access to their account.

## **3.4 Right to Suspend or Terminate Access**

The Seller reserves the right to suspend or deny access to the Website or terminate an account under the following circumstances:

- False or misleading information has been provided.
- The Buyer has violated these Conditions.
- The Buyer has engaged in abusive, harassing, or inappropriate behavior.

- Continued access would pose a risk to staff, Approved Fitters, or the business, in the Seller's reasonable judgment.

### **3.5 Changes Affecting Suitability**

The Buyer acknowledges that saddle fitting and manufacturing depend on variables that can change over time, such as horse development, fitness, training routines, rider balance, weight, or health. It is the Buyer's responsibility to inform the Seller or an Approved Fitter of any significant changes that may affect suitability or fit.

### **3.6 Impact of Inaccurate Information**

Failure to provide accurate or updated information may impact the suitability, performance, or durability of the Goods and may limit the remedies available to the Buyer as outlined in these Conditions.

## **4. Pricing and Payment**

### **4.1 Currency and Additional Charges**

All prices are quoted in pounds sterling (£) unless stated otherwise and do not include delivery, fitting, travel, or additional charges unless explicitly mentioned.

### **4.2 Price Confirmation**

Prices shown on the Website or in promotional materials are indicative and may vary. The price applicable to the Buyer's order will be the one confirmed by the Seller when the order is accepted.

### **4.3 Price Increases**

If the price of Goods increases between the inquiry and order acceptance, the Seller will inform the Buyer, and no order will proceed without the Buyer's confirmation.

### **4.4 Payment Methods**

The Seller accepts payment through the methods indicated on the invoice. Unless otherwise agreed in writing, payment must be made in cleared funds in accordance with this section.

### **4.5 Bespoke Goods Over £500**

For Bespoke or Made-to-Order Goods with a total value exceeding £500:

- A non-refundable deposit of 50% of the base price of the Goods, along with full payment for any chosen customisations, upgrades, or optional extras, is required at the time of order.

- The remaining balance of the base price is due before delivery or at the time of fitting, as specified by the Seller.

## **4.6 Bespoke Goods £500 or Less**

For Bespoke or Made-to-Order Goods valued at £500 or less, full payment is required at the time of order.

## **4.7 Manufacturing Commencement**

The commencement of manufacturing Bespoke or Made-to-Order Goods signifies acceptance of the order and makes the deposit non-refundable, subject to the Buyer's statutory rights.

## **4.8 Fees and Cancellations**

Appointment fees, consultation fees, fitting fees, travel costs, and associated charges are payable as specified during the booking process. Such fees are non-refundable if cancellation occurs within 24 hours of the scheduled appointment, unless otherwise agreed in writing.

## **4.9 No Purchase Obligation**

The Buyer is not obligated to purchase Goods after a Consultation or Fitting Service.

## **4.10 Credit and Payment Terms**

The Seller does not provide credit. Payment is due as per the invoice terms, and no Goods will be dispatched or delivered until full payment has been received.

## **4.11 Overdue Payments**

Any amounts overdue by more than 30 days may, at the Seller's discretion, incur interest at a rate of 8% above the Bank of England base rate, calculated daily from the due date until full payment is made. The Seller reserves the right to recover reasonable costs associated with pursuing overdue payments.

## **4.12 Banking Charges**

Banking charges imposed by the Seller's bank upon receipt of payment will be covered by the Seller. All other charges, including those arising from international payments or currency conversions, will be the responsibility of the Buyer.

# **5. Delivery**

## **5.1 Availability and Timelines**

All Goods are subject to availability and production timelines. Please note that delivery dates provided are estimates and cannot be guaranteed.

## **5.2 Delivery Methods**

Goods may be delivered through the following methods:

- In person by the Seller or an Approved Fitter following a Consultation or Fitting Service.
- By a courier or postal service designated by the Seller.
- By any other method agreed upon in writing.

## **5.3 Delivery Location**

Delivery will be made to the address specified by the Buyer at the time of placing the order. The Buyer must ensure that a responsible individual is available to accept the delivery, if necessary.

## **5.4 Delays and Notifications**

If the Seller is unable to deliver the Goods within 30 days of the estimated delivery date, they will notify the Buyer and provide either a revised delivery date or the option to cancel the order in accordance with these Conditions.

## **5.5 Installment Deliveries**

The Seller may deliver Goods in instalments when appropriate, especially when Goods are manufactured or supplied in stages.

## **5.6 Risk Transfer**

Risk associated with the Goods passes to the Buyer upon delivery or collection, as applicable.

## **5.7 Ownership Transfer**

Ownership of the Goods does not transfer to the Buyer until payment has been received in full and cleared, in accordance with Section 12 of these Conditions.

## **5.8 Risk in Transit**

For Goods delivered by courier or carrier, the Seller will assume the risk of loss or damage in transit until delivery to the Buyer's specified address.

## **5.9 Inspection and Notification**

The Buyer must inspect the Goods promptly upon delivery and inform the Seller, within 14 days which is a reasonable timeframe, of any visible damage or shortages.

## **5.10 Delivery Charges**

Delivery charges, where applicable, will be confirmed at the time of order or invoicing.

# **6. Cancellation and Right to Cancel**

## **6.1 Consumer Rights**

If the Buyer is a Consumer and purchases Goods at a distance (including through the Website), they have the right to cancel the contract within 14 days, starting from the day after receipt of the Goods. This is in accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

## **6.2 Exclusions**

The cancellation right outlined in clause 6.1 does not apply to Bespoke or Made-to-Order Goods, including those manufactured or modified to the Buyer's specifications, as permitted by law.

## **6.3 Cancellation Before Dispatch**

If the Buyer cancels an order for non-bespoke Goods before they are dispatched, the Seller will refund the price paid for the Goods as well as any standard delivery charge.

## **6.4 Cancellation After Dispatch**

If the Buyer cancels an order for non-bespoke Goods after dispatch, the Seller will refund only the price paid for the Goods. Please note that express or special delivery charges are non-refundable.

## **6.5 Non-Refundable Charges**

Consultation fees, fitting fees, appointment fees, travel costs, and related charges are non-refundable once the service has been rendered. Additionally, these fees may not be refundable if cancellation occurs within 24 hours of the scheduled appointment.

## **6.6 Notification and Return Process**

When cancellation is allowed, the Buyer must inform the Seller in writing and return the Goods within 14 days of cancellation, ensuring they are in the same condition as received. The Buyer is responsible for the return costs and risks unless the Goods are faulty.

## **6.7 Deductions from Refunds**

The Seller reserves the right to deduct from any refund if the returned Goods show signs of use, wear, damage, or handling beyond what is necessary to establish their nature, characteristics, and function.

## **6.8 Late or Damaged Returns**

Goods returned after the cancellation period or in a condition inconsistent with clause 6.6 may, at the Seller's discretion:

- Be returned to the Buyer at their expense; or
- Be accepted with a reasonable deduction reflecting the loss in value.

## **6.9 Statutory Rights**

This section does not affect the Buyer's statutory rights in cases where Goods are faulty or not as described.

# **7. Trials, Returns, Faulty Goods & Complaints Procedure**

## **7.1 Trial / Approval Period**

Any trial or approval period, where applicable, will be contingent upon a written agreement. Custom and made-to-measure saddles are not eligible for automatic return or refund after delivery, except in cases where a manufacturing defect is identified.

## **7.2 Protection of Goods**

The Buyer is responsible for safeguarding the Goods against unnecessary wear or damage during the trial period. Should the Goods be returned with signs of damage, abrasion, excessive wear, alterations, or use beyond what is reasonable for assessment, the Seller reserves the right to:

- Refuse the return; or
- Impose a reasonable restocking or refurbishment fee that reflects the loss in value.

## **7.3 Handling Fees**

If a trial return is permitted and accepted, the Seller may deduct a handling and restocking fee, the specifics of which will be communicated when the trial is agreed upon.

## **7.4 Reporting Faulty Goods**

If the Buyer believes that the Goods are faulty, they must inform the Seller as soon as reasonably possible, providing adequate details regarding the alleged fault, including when it

was first noticed and how it impacts usability.

## **7.5 Faulty Goods**

In the case of a verified manufacturing defect, we will examine the saddle and, if deemed appropriate, provide repair or replacement in line with our responsibilities under the Consumer Rights Act 2015.

## **7.6 Authorisation for Returns**

Goods must not be returned without prior authorization from the Seller. The Seller may require inspection, repair, adjustment, or replacement of the Goods before considering any refund.

## **7.7 Remedies for Faulty Goods**

If Goods are determined to be faulty, the Seller will, at their discretion and in accordance with consumer law, offer repair, replacement, or refund as deemed suitable.

## **7.8 Complaints, Aftercare & Remedial Procedure**

If there are any concerns regarding saddle fit, comfort, or performance, the client must inform us in writing as soon as possible.

Should we offer an inspection, adjustment, repair, or any other remedial work, the client must confirm acceptance of this offer in writing within 21 days of the date it was made. If the offer is not accepted within this period, the opportunity for remedy will be considered declined, and the matter will be regarded as closed unless pursued through formal legal channels.

If the offer is accepted within the specified timeframe, any visit or remedial work will be scheduled within a reasonable timeframe, depending on availability and logistical factors.

We reserve the right to refuse in-person visits or further informal engagement if access to remedy has previously been denied, if correspondence becomes unreasonable or confrontational, or if legal proceedings have been initiated or threatened. In such instances, all further matters must be handled through formal channels.

## **7.9 Ongoing Suitability and Safety**

Regular servicing and reassessment are essential for maintaining the ongoing suitability and safety of saddles. Changes in horses, riders, and training demands over time make this necessary. Ignoring recommended servicing or fitting intervals may affect performance and could restrict the remedies available to the Buyer.

## **8. International Orders, Taxes, Duties, and Authorized Distribution Centres**

### **8.1 International Considerations**

When Goods are purchased for delivery outside the United Kingdom, the Buyer acknowledges that different laws, taxes, duties, import restrictions, and consumer protection regulations may apply.

### **8.2 Import Responsibilities**

The Buyer is solely responsible for ensuring that the Goods can be legally imported into the destination country and for paying all applicable import duties, customs charges, local taxes, and fees imposed by authorities outside the United Kingdom, unless otherwise stated in writing.

### **8.3 Pricing Exclusions**

Prices quoted by the Seller do not include any foreign taxes, duties, or import charges unless expressly stated. The Seller has no control over these charges and cannot predict their amount.

### **8.4 Authorised Distribution Centres**

For certain regions, the Seller may appoint or utilise authorised distribution centers or entities to facilitate the manufacturing, storage, fitting, servicing, or delivery of Goods. Where applicable, orders may be fulfilled, in whole or in part, through these authorised distribution centres.

### **8.5 U.S. Orders**

For orders fulfilled in or distributed within the United States of America, the Seller may partner with the International Saddle Company (ISC) or another authorised entity for distribution, logistics, or service. These arrangements do not change the nature of bespoke or made-to-order Goods or the Buyer's obligations under these conditions.

### **8.6 Contracting Party**

Unless otherwise agreed in writing:

- The Seller remains the contracting party for Goods sold via the Knights Saddles website; and
- Authorised distribution centres function solely as fulfilment, servicing, or support entities.

## **8.7 Delivery Estimates**

Delivery times for international orders are estimates and may be influenced by customs clearance, shipping delays, regulatory requirements, or events beyond the Seller's reasonable control.

## **8.8 Liability Exclusions**

The Seller shall not be liable for delays, losses, or additional costs resulting from customs inspections, import restrictions, refusal of entry, or seizure of Goods by foreign authorities.

## **8.9 Local Services**

When Goods are serviced, adjusted, or assessed outside the United Kingdom by an authorised distribution centre or approved professional, such services comply with local practices and regulations and do not constitute a re-manufacture of the Goods.

# **9. Warranty, Servicing, and Approved Fitters**

## **9.1 Manufacturer's Warranty**

Any manufacturer's warranty, extended warranty, adjustment program, or discretionary goodwill remedy provided by the Seller is valid only if the saddle has been fitted, adjusted, and serviced according to the Seller's recommendations and by an Approved Fitter authorised by Avalonian UK Ltd.

## **9.2 Non-Approved Fitters**

If a saddle has been modified, adjusted, or serviced by a third party who is not an Approved Fitter, the Seller reserves the right to:

- Decline warranty claims related to fit, balance, flocking, panels, or structural adjustments.
- Require inspection, rectification, or reinstatement at the Buyer's expense before offering any further services.
- Limit or refuse discretionary remedies or goodwill adjustments.

## **9.3 Buyer's Statutory Rights**

This clause does not impact the Buyer's statutory rights regarding manufacturing defects or faults present at the time of delivery.

## **9.4 Importance of Approved Fitters**

The Buyer recognises that saddle fit and safety depend on system integrity, technical knowledge, and compatibility with the Seller's design specifications. Therefore, the Seller

strongly recommends that all fitting, adjustment, and servicing be conducted solely by Approved Fitters trained in Knights Saddles systems.

## **9.5 Seller's Liability**

The Seller is not liable for any loss, damage, or decreased performance resulting from unauthorised adjustments, modifications, or servicing of the Goods by third parties.

## **9.6 Professional Judgment**

The Buyer acknowledges that saddle fitting and assessment require professional judgment informed by training and experience. Differing opinions from third parties do not, by themselves, represent evidence of fault or defect.

# **10. Disclaimers and Limitation of Liability**

## **10.1 Updates and Amendments**

The Seller may update, amend, or enhance the Website, Content, Goods, or specifications at any time without prior notification.

## **10.2 Accuracy of Information**

While reasonable efforts are made to ensure the accuracy of the information provided on the Website and in sales materials, such information may contain errors or omissions. The Seller does not guarantee that all descriptions, images, specifications, or Content are complete or free of errors.

## **10.3 Inherent Risks**

Goods are designed and manufactured for equestrian use, which inherently involves certain risks. The Seller does not promise any specific outcomes, performance results, competition success, or ongoing suitability beyond the point of fitting or delivery.

## **10.4 Exclusion of Warranties**

To the fullest extent permitted by law, the Seller excludes all warranties, conditions, or representations not explicitly stated in these Conditions, including any implied warranties of merchantability or fitness for a particular purpose.

## **10.5 Liability Exclusions**

The Seller is not liable for any indirect, consequential, or economic losses, including but not limited to loss of use, income, profits, competition fees, training costs, livery costs, transport expenses, or reputational damage.

## **10.6 Limitation of Liability**

Subject to Clause 10.7, the Seller's total liability arising from or related to any contract, Goods, or services provided shall be limited to the total price paid by the Buyer for the relevant Goods or services.

## **10.7 Exceptions to Liability Limits**

Nothing in these Conditions shall limit or exclude liability for:

- Death or personal injury caused by negligence.
- Fraud or fraudulent misrepresentation.
- Any liability that cannot be legally excluded or limited.

## **10.8 Factors Influencing Performance**

The Buyer acknowledges that saddle fit, comfort, and performance are influenced by factors beyond the Seller's control, including horse development, training intensity, rider balance, weight, management, and usage. Periodic reassessment and servicing are essential.

# **11. Intellectual Property and Use of Content**

## **11.1 Ownership of Intellectual Property**

All intellectual property rights related to the Goods, the Website, and the Content are owned by or licensed to the Seller. This includes, but is not limited to, designs, drawings, specifications, patterns, text, images, videos, graphics, logos, trademarks, trade names, and brand identifiers associated with Knights Saddles.

## **11.2 Rights Retention**

The Seller retains all rights, title, and interest in the design, construction, configuration, and appearance of the Goods, including any custom-made or bespoke elements, regardless of whether these Goods are manufactured to the Buyer's specifications.

## **11.3 License Restrictions**

These Conditions do not grant the Buyer any license or right to use the Seller's intellectual property except as explicitly permitted in writing by the Seller.

## **11.4 Prohibitions on Use**

The Buyer must not copy, reproduce, modify, distribute, publish, transmit, sell, create derivative works from, or otherwise exploit any Content or intellectual property owned by the Seller without prior written consent.

## **11.5 Misuse of Seller's Identification**

The Buyer must not use the Seller's name, logos, trademarks, designs, images, or Content in any way that:

- Implies endorsement, affiliation, or approval that does not exist,
- Is misleading or defamatory, or
- Causes, or is likely to cause, reputational harm.

## **11.6 Use of Collected Data**

The Seller may utilise photographs, videos, measurements, and anonymised fitting or manufacturing data collected during Consultations or Fitting Services for internal records, quality control, training, research, and marketing purposes, unless the Buyer has explicitly objected in writing prior to data collection.

## **11.7 Objection to Marketing Use**

Any objections to the use of such materials for marketing must be communicated to the Seller in writing at or before the time of Consultation or Fitting Service. An objection will not affect the Seller's right to retain records for operational, legal, or regulatory purposes.

# **12. Communications and Email**

## **12.1 Electronic Communication**

The Seller primarily communicates with the Buyer through electronic means, including email. The Buyer agrees that electronic communications are legally binding and fulfil any requirement for written communication.

## **12.2 Receipt of Communications**

Notices, confirmations, invoices, specifications, updates, and other communications sent by the Seller to the Buyer's last known email address shall be considered received at the time of sending, unless the Seller is notified of non-delivery.

## **12.3 Buyer's Responsibility**

The Buyer is responsible for ensuring that the email address provided to the Seller is accurate, current, and capable of receiving communications. The Seller shall not be liable for any loss or delay due to incorrect or inaccessible contact details.

## **12.4 Communications via Approved Fitter**

When communications are made through an Approved Fitter, they are for convenience only and do not replace formal written confirmation from the Seller unless explicitly stated.

## **12.5 Informal Communications**

The Buyer acknowledges that informal communications, such as messages sent via social media, messaging applications, or verbal conversations, do not constitute contractual agreements unless confirmed in writing by the Seller.

## **12.6 Record Retention**

The Seller may keep records of communications for operational, legal, quality control, and dispute resolution purposes.

## **12.7 Marketing Communications**

Marketing communications will be sent only in compliance with applicable data protection and electronic communications legislation. The Buyer may opt out of marketing communications at any time without impacting contractual or service-related communications.

# **13. Risk and Retention of Title**

## **13.1 Transfer of Risk**

The risk associated with the Goods transfers to the Buyer upon delivery or collection, depending on the situation.

## **13.2 Retention of Ownership**

Until title to the Goods passes to the Buyer, the Buyer is responsible for the safe custody, insurance, and use of the Goods and shall bear all risks associated with their possession and use.

## **13.3 Buyer's Responsibilities Before Ownership Transfer**

Until the ownership of the Goods is transferred to the Buyer, the Buyer must:

- Act as bailee for the Seller concerning the Goods;
- Store the Goods separately and appropriately according to their nature;
- Ensure that the Goods remain identifiable as the Seller's property; and
- Maintain the Goods in good condition and adequately insured.

## **13.4 Prohibition on Disposition of Goods**

The Buyer is expressly forbidden from selling, pledging, charging, or encumbering the Goods before ownership has been transferred, nor may they permit any third party to do so.

## **13.5 Seller's Rights in Case of Non-Payment or Breach**

If the Buyer fails to make full payment when due or commits a significant breach of these Conditions, the Seller reserves the right to:

- Demand immediate payment of all outstanding amounts;
- Terminate the contract; and
- Repossess the Goods, where lawful, without prejudice to any other rights or remedies.

## **13.6 Cooperation for Repossession**

The Buyer must fully cooperate with the Seller to facilitate the repossession of Goods when ownership has not been transferred. Any costs incurred by the Seller in recovering the Goods may be charged to the Buyer.

## **13.7 Termination of Possession Rights**

The Buyer's right to possess the Goods will terminate immediately if the Buyer becomes insolvent, enters into any arrangement with creditors, or is subject to bankruptcy or similar proceedings.

# **14. Website and System Security**

## **14.1 Website Maintenance and Access**

The Seller will implement reasonable measures to maintain the availability, security, and functionality of the Website. However, uninterrupted access cannot be assured, and access may be temporarily halted for maintenance, updates, or other factors beyond the Seller's control.

## **14.2 Prohibition of Unauthorised Access**

The Buyer agrees to refrain from misusing the Website or attempting to gain unauthorised access to any portion of the Website, including its servers, systems, or data.

## **14.3 Prohibition of Harmful Activities**

The Buyer must not introduce viruses, malware, or any other harmful materials, nor utilise automated systems or software to extract data from the Website without prior written consent from the Seller.

## **14.4 Security and Legal Actions**

Any attempts to disrupt the security, integrity, or proper functioning of the Website may be regarded as a criminal offence. The Seller reserves the right to report such actions to the appropriate authorities and to fully cooperate with any investigation.

## **14.5 Limitation of Liability**

The Seller will not be liable for any loss or damage resulting from distributed denial-of-service attacks, viruses, or other technologically harmful materials that may affect the Buyer's equipment as a consequence of using the Website.

## **15. Indemnity**

### **15.1 Indemnification Obligations**

The Buyer agrees to indemnify and protect the Seller, along with its directors, officers, employees, contractors, Approved Fitters, agents, and representatives, from any and all claims, demands, losses, liabilities, damages, costs, and expenses (including reasonable legal fees) that arise from or are connected to:

- The Buyer's breach of these Conditions;
- The Buyer's misuse, improper use, alteration, or unauthorised modification of the Goods;
- The Buyer's failure to adhere to fitting, care, maintenance, or servicing recommendations;
- Inaccurate, incomplete, or misleading information provided by the Buyer or on the Buyer's behalf;
- The Buyer's misuse of the Website or Content.

### **15.2 Scope of Indemnity**

This indemnity will apply regardless of whether such claims arise directly or indirectly and will survive the termination or completion of the contract.

### **15.3 Limitations on Seller's Liability**

Nothing in this section limits or excludes any liability of the Seller that cannot be legally limited or excluded under applicable law.

## **16. Force Majeure**

### **16.1 Definition and Examples**

Neither party will be held liable for any failure or delay in fulfilling its obligations under these Conditions if such failure or delay is caused by circumstances beyond its reasonable control. This includes, but is not limited to, acts of God, war, terrorism, civil unrest, national emergencies, pandemics, epidemics, fires, floods, earthquakes, strikes, lockouts (except those initiated by the affected party), interruptions of utilities or transport, or failures of suppliers.

### **16.2 Notification and Mitigation**

The affected party must notify the other party as soon as reasonably possible regarding the force majeure event and shall take reasonable measures to mitigate its effects and resume performance as soon as feasible.

## **16.3 Termination Rights**

If the force majeure event continues for more than six months, either party may terminate the contract with written notice without incurring any liability, subject to the Buyer's statutory rights.

## **17. Miscellaneous Provisions**

### **17.1 Entire Agreement**

These Conditions represent the complete agreement between the Buyer and the Seller regarding the purchase of the Goods, overriding all previous discussions, correspondence, negotiations, or representations, whether verbal or written.

### **17.2 Variation**

Any modifications to these Conditions will only be effective if explicitly agreed upon in writing by the Seller.

### **17.3 Assignment**

The Buyer is not permitted to assign, transfer, or dispose of any rights or obligations under these Conditions without obtaining prior written consent from the Seller. The Seller retains the right to assign or transfer its rights and obligations as necessary for business, restructuring, or distribution purposes.

### **17.4 Relationship of the Parties**

These Conditions shall not be interpreted as creating any partnership, joint venture, agency (except for Approved Fitters acting within their authorised scope), or employment relationship between the Buyer and the Seller.

### **17.5 Notices**

Any notice required under these Conditions must be provided in writing and sent via email or postal service to the contact details last communicated by the relevant party.

### **17.6 No Waiver**

The Seller's failure or delay in exercising any right or remedy under these Conditions does not constitute a waiver of that or any other right or remedy.

### **17.7 Survival**

Any provision of these Conditions that is intended to survive the termination or completion of the contract will remain in full force and effect.

## **17.8 Evidence and Assessment**

The Buyer acknowledges that any evaluation of fit, manufacturing, or alleged defects necessitates appropriate documentation. If the Buyer raises a concern or complaint, the Seller may reasonably request photographs, videos, measurements, usage information, and access to the Goods for inspection.

Failure to provide reasonable cooperation or evidence may limit the Seller's ability to assess the issue and may impact the remedies available.

## **17.9 Right to Refuse Services**

The Seller maintains the right to refuse future services if, in their reasonable assessment, ongoing engagement could jeopardise staff welfare, professional integrity, or the effective provision of services, as long as such refusal complies with applicable laws.

## **18. Severability**

### **18.1 Modification of Invalid Provisions**

If any provision of these Conditions is found by a court or competent authority to be invalid, unlawful, or unenforceable, that provision will be adjusted to the least extent necessary to make it valid, lawful, and enforceable.

### **18.2 Deletion of Unmodifiable Provisions**

If modification is not possible, the relevant provision will be deemed deleted.

### **18.3 Remaining Provisions' Validity**

Any modification or deletion of a provision under this section will not impact the validity or enforceability of the remaining provisions of these Conditions, which will remain in full effect.

## **19. Third Party Rights**

### **19.1 Non-Benefit to Non-Parties**

These Conditions are not intended to confer any benefits to individuals who are not parties to the contract between the Buyer and the Seller.

### **19.2 No Enforcement Rights for Third Parties**

No third party shall have the right to enforce any term of these Conditions under the Contracts (Rights of Third Parties) Act 1999 or any other legislation.

## **20. Consumer Rights**

## **20.1 Preservation of Consumer Rights**

These Conditions do not exclude or limit any rights or remedies available to a Buyer who qualifies as a Consumer under applicable consumer protection laws.

## **20.2 Compliance with Consumer Laws**

If the Buyer is a Consumer, the Seller will adhere to all obligations set forth by relevant consumer laws, including the Consumer Rights Act 2015 and related regulations.

## **20.3 Precedence of Statutory Consumer Rights**

In cases where there is a conflict between these Conditions and the statutory consumer rights of the Buyer, the Buyer's statutory rights will take precedence.

# **21. Governing Law and Jurisdiction**

## **21.1 Applicable Law**

These Conditions, along with any contract between the Buyer and the Seller, shall be governed by and interpreted in accordance with the laws of England and Wales.

## **21.2 Jurisdiction**

The courts of England and Wales shall hold exclusive jurisdiction to resolve any disputes or claims arising from or related to these Conditions or any contract between the Buyer and the Seller, while respecting the Buyer's statutory rights where applicable.

## **21.3 Language**

These Conditions are written in English. In the case of any translations, the English version shall take precedence.

# **22. Conduct, Communication, and Protection of Staff and Agents**

## **22.1 Commitment to Professionalism**

The Seller is dedicated to fostering a professional, respectful, and safe working environment for its directors, employees, contractors, Approved Fitters, agents, and representatives.

## **22.2 Buyer Conduct Agreement**

The Buyer agrees to refrain from any behaviour that is abusive, threatening, harassing, defamatory, or otherwise inappropriate towards the Seller or any of its directors, employees,

contractors, Approved Fitters, agents, or representatives.

## **22.3 Prohibited Conduct**

Prohibited actions include, but are not limited to:

- Making false or misleading statements presented as facts about the Seller, its qualifications, personnel, Approved Fitters, or its goods and services.
- Contacting third parties, including other professionals, businesses, clients, or members of the public, to make allegations that have not been addressed through the Seller's formal complaints or dispute resolution process.
- Engaging in repeated, aggressive, or excessive communications after reasonable responses have been given.
- Sending communications intended to intimidate, coerce, or inflict reputational harm.

## **22.4 Raising Concerns**

Any concerns regarding goods or services must be directed to the Seller and handled according to the complaints and dispute resolution procedures outlined in sections 6, 7 and 17 of these Conditions.

## **22.5 Seller's Rights Upon Breach**

If the Buyer engages in conduct that violates this section, the Seller reserves the right, without limiting any other rights or remedies, to:

- Limit or terminate direct communications, except through legal or appointed representatives.
- Deny further discretionary services, adjustments, or goodwill remedies.
- End any ongoing contractual relationship where lawful.
- Keep records of such conduct for use in legal, regulatory, or professional proceedings.

## **22.6 Protection of Consumer Rights**

This section does not limit the Buyer's statutory consumer rights or their ability to raise legitimate concerns in good faith. It specifically pertains to conduct that is abusive, harassing, defamatory, or made in bad faith.

## **22.7 Communication During Investigations**

During the investigation of a good faith complaint, the Seller expects communications to adhere to the procedures outlined in these Conditions. Any public commentary made before the conclusion of that process may be considered when evaluating conduct under Section 22.