

LBK Supplies Ltd – Terms & Conditions

Please read the following website use terms and conditions carefully before continuing to use this site. 'LBK Supplies' is the trading name of LBK Supplies Ltd.

1. These Terms

(1.1 What these terms cover)

These are the terms and conditions on which we supply goods to you as a customer.

(1.2 Why you should read them)

Please read these terms carefully before you place an order with us. These terms tell you who we are, how we will provide goods to you, how you and we may change or end this Contract, what to do if there is a problem and other important information. If there is a mistake in these terms, please contact us to discuss further.

2. Information About Us and How to Contact Us

(2.1 Who we are)

We are LBK Supplies Limited, a company registered in England and Wales. Our company registration number is 15211139 and our registered office is at 19 Boulevard, Weston-super-Mare, BS23 1NR. Our registered VAT number is 454439478.

(2.2 How to contact us)

You can contact us by phone on 01934 311621, by writing to us at sales@lbksupplies.co.uk or by post to LBK Supplies Ltd, 19 Boulevard, Weston-super-Mare, BS23 1NR

(2.3 How we may contact you)

If we need 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 any website contact forms, account forms, emails or any verbal details provided to us.

(2.4 "Writing" includes emails)

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

(2.5 Definitions)

In these terms, the following definitions apply:

"Contract" - the contract between you and us for the sale and purchase of the goods you have ordered from us in accordance with these terms.

3. Our Contract / Agreement with You

(3.1 How we will accept your order)

Our acceptance of your order will take place when:

(a) in the case of ordering by email, phone or online, we email you to accept it, at which point a contract will come into existence between you and us; or

(b) in the case of ordering goods at our premises or trade counter (coming soon), we tell you verbally if we will accept the order and process accordingly; or

(c) in the case of ordering goods any other way, when we tell you we accept it or otherwise email you or write to you accepting it, at which point a contract will come into existence between you and us.

(3.2 Our quotations)

Any quotation given by us for goods shall not constitute an offer. A quotation shall only be valid for 30 business days from it's date of issue (unless otherwise stated).

(3.3 If we cannot accept your order)

If we are unable to accept your order, we will inform you of this and will not charge you for the goods. This might be because the goods are 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 goods, because we are unable to meet a delivery deadline you have specified or because we are unable to deliver the goods to your nominated delivery address or for some other reasons.

(3.4 Where we sell)

We sell to customers in mainland UK only, during normal working hours, Monday to Friday. Please note that if your business is in a time restricted pedestrian zone or any weekend, specific times or unusual locations may incur additional costs, which will be advised and passed on by our sales or transport team.

(3.5 Some of the terms and conditions in this agreement only apply to consumers and some only to business customers)

Where this is the case in respect of any provision, the provision in question makes express reference to whom it applies. Any other provisions apply to both consumers and business customers.

(3.6 What is a business customer and what is a consumer)

A business customer is a customer who is purchasing goods for their business or otherwise will use such goods in the course of their business. If you are not a business customer, then you are a consumer.

(3.7 Formation of this Contract (business customers only))

(a) These terms apply to this Contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

(b) The only statements from us upon which you may rely are those made in writing by someone authorised by us to do so and are:

(i) set out in our quotation to you and which have not been withdrawn before this Contract is made; or

(ii) expressly state that you may rely upon them when entering into this Contract.

(c) Your order for the goods constitutes an offer by you to purchase the goods in accordance with these terms. You are responsible for ensuring that the terms of the order and any applicable specifications submitted by you are complete and accurate.

(d) This Contract constitutes the entire agreement between you and us. You acknowledge that you have not relied on any statement, promise, representation, assurance, or warranty made or given by us or on our behalf which is not set out in this Contract.

(e) Except as set out in these terms, no variation of this Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by us.

4. Our Goods

(4.1 Goods may vary slightly from their pictures (consumers only))

The images of the goods in our brochure, email or 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 goods. Your goods may vary slightly from those images. The packaging of the goods may vary from that shown in images on our website.

(4.2 Description of goods (business customers only))

Any samples, drawings, descriptive matter, or advertising produced by us, and any descriptions or illustrations contained in our brochures are produced for the sole purpose of giving an approximate idea of the goods described in them. They shall not form part of this Contract or have any contractual force.

(4.3 Making sure your measurements are accurate)

If we are providing goods made to measurements or specifications, you have given us you are responsible for ensuring:

- (a) that these measurements or specifications are correct;
- (b) that following any specification or instructions you have given us will not result in the goods being unfit for the purpose for which you wish to use them; and
- (c) the specifications or instructions provided do not and will not result in any infringement of anyone's intellectual property rights or breach any applicable law or regulation.

5. Our Rights to Make Changes

(5.1 Minor changes to the goods)

We may change the goods:

- (a) to reflect changes in relevant laws and regulatory requirements;
- (b) to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the goods.

(5.2 We may make changes to this Contract to comply with any changes in the laws applying to it)

6. Providing the Goods

(6.1 Delivery costs)

Our prices for goods are exclusive of delivery costs. The costs of delivery will be as displayed to you on our brochure, quotation, email or website. If you are not ordering goods by writing, the costs of delivery will be as told to you verbally during the ordering process.

(6.2 When we will provide the goods)

During the order process we will let you know when we will provide the goods to you. If you are buying the goods as a:

(a) consumer: unless we have agreed a specific delivery date with you, we will deliver them to you as soon as reasonably possible and in any event within 30 days after the day on which we accept your order;

(b) business customer: all delivery times are estimates only, time of delivery is not of the essence, and we shall not be liable for any delay in delivery of the goods howsoever caused.

(6.3 We are not responsible for delays outside our control)

If our supply of the goods 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 this Contract and receive a refund for any goods you have paid for but not received.

(6.4 Collection by you or business associates)

If you have asked to collect the goods from our premises, this is by appointment only, during standard working hours and days. (excluding public holidays). We will call you to agree a set time.

(6.5 If you are not at home when the goods are delivered)

If no one is available at your address to take delivery and the goods cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange delivery or collect the goods from us. If they are arriving using a 3rd party courier, then we are only able to offer the redelivery service that the specific courier service offers and are bound by their SLA and/or T&Cs.

(6.6 If you do not re-arrange delivery)

If you do not collect the goods from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from us or 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 this Contract and clause 9.2 will apply.

(6.7 Your legal rights if we deliver goods late (consumers only))

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

- (a) we have refused to deliver the goods;
- (b) delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
- (c) you told us before we accepted your order that delivery within the delivery deadline was essential.

(6.8 Ending the Contract for Late Delivery (consumers only))

If you do choose to treat this Contract as at an end for late delivery under clause 6.7, you can cancel your order for any of the goods or reject goods that have been delivered. If you wish, you can reject or cancel the order for some of those goods (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 goods and their delivery. If the goods 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 using the contact detail provided or by writing to us at sales@lbksupplies.co.uk.

(6.9 Your legal rights if we deliver goods late (business customers only))

If we fail to deliver the goods, our liability shall be limited to the costs and expenses incurred by you in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the goods not delivered.

(6.10 Initial failure to take delivery of goods (business customers only))

If you fail to take delivery of the goods at the agreed time for delivery, then, except where such failure or delay is caused by an event outside your control or our failure to comply with our obligations under this Contract:

(a) delivery of the goods shall be deemed to have been completed at 9.00 am on the day after the day agreed for delivery; and

(b) we shall store the goods until delivery takes place, and may charge you for all related costs and expenses (including insurance).

(6.11 Subsequent failure to take delivery of goods (business customers only))

If 10 business days after the day on which delivery was agreed to take place you have not taken delivery of them, we may resell or otherwise dispose of part or all of the goods and, after deducting reasonable storage and selling costs, account to you for any excess over the price of the goods or charge you for any shortfall below the price of the goods.

(6.12 When you become responsible for the goods)

The goods will be your responsibility from the time we deliver them to the address you gave us or you or a carrier organised by you collect them from us (as the case may be).

(6.13 When you own goods (consumers only))

You own the goods once we have received payment in full.

(6.14 Title to the goods (business customers only))

(a) Until title to the goods has passed to you, you shall:

(i) store the goods separately from all other goods held by you so that they remain readily identifiable as our property;

(ii) not remove, deface or obscure any identifying mark or packaging on or relating to the goods;

(iii) maintain the goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;

(iv) notify us immediately if you become subject to any of the events listed in clause 10.2; and

(v) give us information relating to the goods as we may require from time to time.

(b) Subject to clause 6.14(c), you may resell or use the goods in the ordinary course of your business (but not otherwise) before we receive payment for the goods. However, if you resell the goods before that time:

(i) you do so as principal and not as our agent; and

(ii) title to the goods shall pass to you immediately before the time at which resale occurs.

(c) If before title to the goods passes to you, you become subject to any of the events listed in clause 10.2, then, without limiting any of our other rights or remedies:

(i) your right to resell the goods or use them in the ordinary course of your business ceases immediately; and

(ii) we may at any time:

(A) require you to deliver up all goods in your possession belonging to us which have not been resold, or irrevocably incorporated into another product; and

(B) if you fail to do so promptly, enter any of your premises or of any third party where the goods are stored in order to recover them.

(6.15 Reasons we may suspend the supply of goods to you)

We may have to suspend the supply of a goods to:

(a) deal with technical problems or make minor technical changes;

(b) update the goods to reflect changes in relevant laws and regulatory requirements;

(c) make changes to the goods as requested by you or notified by us to you (see clause 5);
or

(d) it would be unsafe, unlawful or unreasonably difficult to deliver the goods.

(6.16 Your rights if we suspend the supply of goods (consumers only))

We will contact you in advance to tell you we will be suspending the supply of the goods unless the problem is urgent or an emergency. If we have to suspend the goods for longer than 1 week we will adjust the price so that you do not pay for goods while they are suspended. You may contact us to end this Contract for a goods if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 1 week and we will

refund any sums you have paid in advance for the goods in respect of the period after you end this Contract.

(6.17 We may also suspend supply of the goods if you do not pay)

If you do not pay us for the goods when you are supposed to (consumers see clause 12.4) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the goods until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the goods. In the case of consumers, we will not suspend the goods where you dispute the unpaid invoice (see clause 12.7).

(6.18 Delivery by instalments (business customers only))

We may deliver the goods you have ordered from us by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle you to cancel any other instalment.

7. Your Rights to End the Contract (consumers only)

(7.1 You can always end your contract with us)

Your rights when you end this 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 this Contract:

(a) If what you have bought is faulty or misdescribed you may have a legal right to end this Contract (or to get the goods repaired or replaced or to get some or all of your money back), see clause 11;

(b) If you want to end this Contract because of something we have done or have told you we are going to do, see clause 7.2;

(c) If you have just changed your mind about the goods, see clause 7.3. 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 except where this Contract was concluded at an address other than our business address, we delivered the goods to your home address at the time the contract was entered into and they cannot be returned by post in which case we will be responsible for the such costs;

(d) In all other cases (if we are not at fault and there is no right to change your mind), see clause 7.6.

(7.2 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 this Contract will end immediately and we will refund you in full for any goods which have not been provided and you may also be entitled to compensation. The reasons are:

(a) we have told you about an upcoming change to the goods or these terms which you do not agree to;

(b) we have told you about an error in the price or description of the goods you have ordered, and you do not wish to proceed;

(c) there is a risk that supply of the goods may be significantly delayed because of events outside our control;

(d) we have suspended supply of the goods for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 1 week; or

(e) you have a legal right to end this Contract because of something we have done wrong (including because we have delivered late (see clause 6.8)).

(7.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013))

For most goods bought online, over the phone or at a place other than our premises 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.

(7.4 When you don't have the right to change your mind)

You do not have a right to change your mind in respect of:

(a) goods purchased at our premises;

(b) goods that have been made to your specifications or have otherwise been clearly personalised for you;

(c) goods sealed for health protection or hygiene purposes, once these have been unsealed after you receive them; and

(d) any goods which become mixed inseparably with other items after their delivery.

(7.5 How long do I have to change my mind?)

You have 14 days after the day you (or someone you nominate) receives the goods, unless:

(a) 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.

(b) 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.

(7.6 Ending this Contract where we are not at fault and there is no right to change your mind)

Even if we are not at fault and you do not have a right to change your mind, you can still end this Contract before it is completed, but you may have to pay us compensation. A contract for goods is completed when the goods are delivered and paid for. If you want to end a contract before it is completed where we are not at fault and you have not exercised your right to change your mind, just contact us to let us know. This Contract will end immediately and we will refund any sums paid by you for goods not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending this Contract.

8. How to End the Contract with Us (including if you have changed your mind) (consumers only)

(8.1 Tell us you want to end this Contract)

To end this Contract with us, please let us know by doing one of the following:

(a) Phone or email. Call us using the phone numbers on the 'Contact Us' page or email us at sales@lbksupplies.co.uk. Please provide your name, home address, details of the order and, where available, your phone number and email address.

(b) By post. Or simply write to us at the address provided on our website or paperwork, including details of what you bought, when you ordered or received it and your name and address.

(8.2 Returning goods after ending this Contract)

If you end this Contract for any reason after goods have been dispatched to you or you have received them, you must return them to us. You must either return the goods in person to where you bought them, post them back to us using the address on the website or (if they are not suitable for posting) allow us to collect them from you. Please call us or email us first regarding the return at sales@lbksupplies.co.uk. 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 this Contract.

(8.3 When we will pay the costs of return)

We will pay the costs of return:

(a) if the goods are faulty or misdescribed;

(b) if you are ending this Contract because we have told you of an upcoming change to the goods or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong; or

(c) if you are exercising your right to change your mind and this Contract was concluded at an address other than our business address, we delivered the goods to your home address at the time this Contract was entered into and they cannot be returned by post. In all other circumstances you must pay the costs of return.

(8.4 What we charge for collection)

If you are responsible for the costs of return and we are collecting the goods from you, we will charge you the direct cost to us of collection.

(8.5 How we will refund you)

We will refund you the price you paid for the goods including delivery costs where you are entitled to them being refunded, by the method you used for payment. However, we may make deductions from the price, as described below.

(8.6 Deductions from refunds if you are exercising your right to change your mind)

If you are exercising your right to change your mind:

(a) 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 permitted in a shop (including if you have damaged packaging or opened or tampered with sealed packaging). 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.

(b) If you are entitled to be refunded for the costs of goods being delivered to you, the maximum refund will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a goods within 3-5 days at one cost but you choose to have the goods delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

(8.7 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:

(a) If we have not offered to collect the goods, your refund will be made within 14 days from the day on which we receive the goods back from you or, if earlier, the day on which you provide us with evidence that you have sent the goods back to us. For information about how to return a goods to us, see clause 8.2.

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

9. Our Rights to End this Contract (consumers only)

(9.1 We may end this Contract if you break it)

We may end this Contract for goods at any time by writing to you if:

(a) you do not make any payment to us when it is due and you still do not make payment within 5 days of us reminding you that payment is due;

(b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the goods, for example, an appropriate delivery address to send the goods to you;

(c) you do not, within a reasonable time, allow us to deliver the goods to you or collect them from us.

(9.2 You must compensate us if you break this Contract)

If we end this Contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for goods 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 this Contract.

(9.3 We may withdraw the goods)

We may write to you to let you know that we are going to stop providing the goods. We will let you know at least 5 days in advance of our stopping the supply of the goods and will refund any sums you have paid in advance for goods which will not be provided.

10. Termination and Suspension (business customers only)

(10.1 Our right to terminate)

If you become subject to any of the events listed in clause 10.2, we may terminate this Contract with immediate effect by giving written notice to you.

(10.2 Events allowing us to terminate)

For the purposes of clause 10.1, the relevant events are:

(a) you suspend, or threaten to suspend, payment of your debts, or are unable to pay your debts as they fall due or you admit inability to pay your debts, or (being a company or limited liability partnership) you are deemed unable to pay your debts or (being a partnership) has any partner to whom any of the foregoing apply;

(b) you commence negotiations with all or any class of its creditors with a view to rescheduling any of your debts, or you make a proposal for or enter into any compromise or arrangement with your creditors;

(c) (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with your winding up;

(d) (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over you;

- (e) (being a company) the holder of a qualifying floating charge over your assets has become entitled to appoint or has appointed an administrative receiver over your assets;
- (f) a person becomes entitled to appoint a receiver over your assets or a receiver is appointed over your assets;
- (g) (being an individual) you are the subject of a bankruptcy petition or order;
- (h) a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of your assets and such attachment or process is not discharged within 14 days;
- (i) any event occurs, or proceeding is taken, with respect to you in any jurisdiction to which you are subject that has an effect equivalent or similar to any of the events mentioned in clause 10.2(a) to clause 10.2(f) (inclusive);
- (j) you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business;
- (k) your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under this Contract have been placed in jeopardy; and
- (l) (being an individual) you die or, by reason of illness or incapacity (whether mental or physical), are incapable of managing your own affairs or become a patient under any mental health legislation.

(10.3 Right to suspend this Contract)

Without limiting our other rights or remedies, we may suspend provision of the goods under this Contract or any other contract between us if you become subject to any of the events listed in clause 10.2(a) to clause 10.2(l), or we reasonably believe that you are about to become subject to any of them, or if you fail to pay any amount due under this Contract on the due date for payment.

(10.4 Outstanding monies)

On termination of this Contract for any reason, you shall immediately pay to us all of our outstanding unpaid invoices and interest.

(10.5 Our continuing rights)

Termination of this Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.

(10.6 Contractual provisions remaining in force on termination)

Clauses which expressly or by implication survive termination of this Contract shall continue in full force and effect.

(10.7 Business Customer Indemnity)

You shall indemnify us in full and hold us harmless from all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties, legal costs, debt collection costs and all other professional costs and expenses) arising from any breach by you of the terms of this Contract.

(10.8 Cancelling your order)

Except as otherwise provided for in this agreement or allowed by law, you have no right to cancel your order with us unless we agree to it in writing. Our agreement may be subject to additional terms being agreed between you and us such as:

- (a) us keeping any deposit you have paid to us for the goods;
- (b) charging you the losses we incur as a result of you cancelling your order.

11. If there is a Problem with the Goods

(11.1 How to tell us about problems)

If you have any questions or complaints about the goods, please contact us. You can telephone or write to us using the details provided on the 'Contact Us' page on our website or email us at sales@lbksupplies.co.uk.

(11.2 Summary of your legal rights (consumers only))

We are under a legal duty to supply goods that are in conformity with this Contract. Nothing in these terms will affect your legal rights.

(11.3 Your obligation to return rejected goods)

If you wish to exercise your legal rights to reject goods 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.

(11.4 Inspection of goods (business customers only))

You must inspect the goods on delivery. You shall notify us in writing within 24 working hours of delivery if any goods are damaged or there is an error in any quantity of goods delivered. You shall also give us (and the courier delivering the goods) a reasonable opportunity to verify the damage or error in the quantity of the goods (as the case may be). If you fail to comply with the provisions of this clause, you will be deemed to have accepted the goods delivered in the condition in which they were delivered.

(11.5 Your rights to a refund (business customers only))

If we provide you with goods that are found to be defective, we shall, at our option and subject to you having complied with clause 11.4, repair or replace the defective goods, or refund the price of the defective goods in full.

12. Price and Payment

(12.1 Where to find the price for the goods)

Subject to clause 12.8(a), the price of the goods will be the price indicated on the order pages when you placed your order when ordering online or if ordering by some other means, that given to you in our quotation or told to you by us (as the case may be). Prices to consumers are inclusive of VAT and prices to business customers exclusive of VAT. We take all reasonable care to ensure that the price of the goods given to you is correct. However please see clause 12.3 for what happens if we discover an error in the price of the goods you order.

(12.2 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 goods, we will adjust the rate of VAT that you pay, unless you have already paid for the goods in full before the change in the rate of VAT takes effect.

(12.3 What happens if we got the price wrong)

It is always possible that, despite our best efforts, some of the goods we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the good'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 good's correct price at your order date is higher than the price stated to you, 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 this Contract, refund you any sums you have paid and require the return of any goods provided to you.

(12.4 When you must pay and how you must pay (consumers only))

We accept payments in cash, cheque, direct bank transfer, most major credit and debit cards and paypal other than for customers ordering goods from outside the UK in which case we do not accept credit or debit cards). When you must pay depends on what goods you are buying. You must pay for the goods before we dispatch them or you take delivery of them from our premises.

(12.5 Cleared funds (business customers only))

Other than purchasing goods through an approved credit account you have with us, we need not dispatch the goods ordered until we have received payment for the goods in cleared funds. If you pay for the goods by cheque, we can delay dispatching the goods ordered until we are satisfied at our sole discretion that the cheque cannot be cancelled or rejected. Until we have received payment in cleared funds the goods shall remain with us.

(12.6 We can charge interest if you pay late (consumers only))

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 2% a year above the base lending rate of Natwest Bank plc 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.

(12.7 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 for interest until we have resolved the issue.

(12.8 Additional provisions as to paying for the goods applying to business customers only)

(a) If we have not quoted a price, the price set out in our published price list in force as at the date of delivery shall apply.

(b) We may, by giving you notice at any time before delivery, increase the price of the goods to reflect any increase in the cost of the goods that is due to:

(i) any factor beyond our control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

(ii) any request by you to change the delivery date(s), quantities or types of goods ordered;
or

(iii) any delay caused by any instructions you have given us or failure by you to give us adequate or accurate information or instructions.

(c) Unless otherwise stated in writing by us, the price of the goods is exclusive of the costs and charges of packaging, insurance and transport of the goods, which shall be invoiced to you.

(d) If you fail to make any payment due to us by the due date for payment, then you shall pay interest on the overdue amount at the rate of 4% per annum above Staring Bank's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. You shall pay the interest together with the overdue amount.

(e) You shall pay all amounts due under this Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). We may at any time, without limiting any other rights or remedies it may have, set off any amount owing to us by you against any amount payable by us to you.

(12.9 Non Stock orders and Personalised Items)

(a) If you order goods from us that are not in stock (and therefore we need to specially order them from our suppliers) or Personalised Items (being items that are personalised to specifications that you have given us) we reserve the right to refuse any order unless it is over a value of £100 (excluding VAT); and

(b) we may require you to pay a deposit of up to 50% of the value of such goods you have ordered. Except as otherwise required by law, deposits are non-refundable.

(12.10 Approved credit accounts (business customers only))

If you have an approved credit account with us:

(a) when purchasing goods using that account:

- (i) payment for those goods is due no later than 30 days after the date of invoice unless otherwise agreed in writing;
 - (ii) payment must be made in cleared funds made to the bank account nominated by us and advised to you;
 - (iii) we may invoice you for the goods on or at any time after the completion of delivery; and
 - (iv) time of payment is of the essence; and
- (b) we may withdraw or reduce the limit on that credit account or otherwise bring forward your due date for payment on any balances on such account immediately upon giving you notice.

13. Our Responsibility for Loss or Damage Suffered by You

(13.1 We are responsible to you for foreseeable loss and damage caused by us (consumers only))

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, but we are not responsible for any loss or damage that is not foreseeable. 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 do not exclude or limit in any way our liability to you where it would be unlawful to do so)

This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the goods including the right to receive goods which are: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; and for defective goods under the Consumer Protection Act 1987.

(13.3 We are not liable for business losses (consumers only))

We only supply the goods for domestic and private use to consumers. If you use the goods 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.

(13.4 Extent of our liability to business customers:)

(a) we shall under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with this Contract; and

(b) our total liability to you (from one single cause) for damage to property caused by our negligence shall be limited to £5,000,000.

(c) our total liability to you in respect of all other losses arising under or in connection with this Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the goods you have ordered.

14. How we may use your Personal Information

(14.1 How we will use your personal information)

We will use the personal information you provide to us:

(a) to supply the goods to you;

(b) to process your payment for the goods; and

(c) if you agreed to this during the order process, to give you information about similar goods that we provide, but you may stop receiving this at any time by contacting us.

(14.2 We may pass your personal information to credit reference agencies)

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

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

15. Other Important Terms

(15.1 We may transfer this agreement to someone else)

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and where you have entered into this Contract as a consumer we will ensure that the transfer will not affect your rights under this Contract.

(15.2 You need our consent to transfer your rights to someone (consumers only))

You may transfer your rights or your obligations under these terms to another person if we agree to this in writing. We may not agree if the transfer is likely to make it more difficult for us to perform our obligations under this Contract.

(15.3 Assignment of this Contract by business customers)

If you have entered into this Contract as a business customer, you may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of your rights or obligations under this Contract.

(15.4 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 you nor us will need to get the agreement of any other person in order to end this Contract or make any changes to these terms.

(15.5 If a court finds part of this Contract illegal, the rest will continue in force)

(a) If you have entered into this Contract as a consumer 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.

(b) If you have entered into this Contract as a business customer and any provision or part-provision of it is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Contract.

(15.6 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 goods, we can still require you to make the payment at a later date.

(15.7 Which laws apply to this Contract and where you may bring legal proceedings)

These terms are governed by English law and you can bring legal proceedings in respect of the goods in the English courts. If you live in Scotland you can bring legal proceedings in

respect of the goods in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the goods in either the Northern Irish or the English courts.

(15.8 Alternative dispute resolution (consumers only))

Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you have entered into this Contract online and are not happy with how we have handled any complaint, you may want to submit your dispute for online resolution to the European Commission Online Dispute Resolution platform a link to which is on our website.