

# Bay Plastics Ltd

## Bay Plastics Limited Terms – Sale of Goods and/or Services

This document (together with our Privacy Policy and website disclaimer) tells you information about us and the legal terms and conditions (**Terms**) on which we sell to you any of the products (**Products**) and/or services (**Services**) listed on the websites detailed at 1.1 below from time to time (**Websites**).

These Terms will apply to any contract between us for the sale of Products and/or Services to you (**Contract**). Please read these Terms carefully and make sure that you understand them, before ordering any Products and/or Services from us. By placing any orders for Products or Services with us, you accept our Terms. If you refuse to accept these Terms, you will not be able to order any Products or Services from us.

You should retain a copy of these Terms for future reference. You can print a copy of these Terms from any of our Websites at any time.

We may amend these Terms from time to time as set out in clause 15. Every time you wish to order Products and/or Services from us, please check these Terms to ensure you understand the terms which will apply at that time. A reference in these Terms to "writing" or "written" includes email.

### 1. Information About Us

1.1 We are Bay Plastics Limited, a company registered in England and Wales under company number 02325035 and with our registered office at Unit H1, High Flatworth, Tyne Tunnel Trading Estate, North Shields, Tyne and Wear, NE29 7UZ. Our VAT number is GB499988139. We currently operate the websites at [www.bayplastics.co.uk](http://www.bayplastics.co.uk), and [www.plasticstockist.com](http://www.plasticstockist.com). We may operate other websites in the future and, unless expressly stated otherwise, these Terms will apply to all Products and Services listed on any such other Websites.

1.2 You can contact us at any time by telephoning our customer service team at 0191 258 0777 or by e-mailing us at [sales@bayplastics.co.uk](mailto:sales@bayplastics.co.uk).

### 2. How the Contract Is Formed Between You and Us

2.1 If you are ordering Products and/or Services through our Websites:

2.1.1 after you place an online order, you will receive an e-mail from us acknowledging that we have received your order and will provide you with an order reference number. Please note that this does not mean that your order has been accepted; and

2.1.2 when payment has been made for the Products and/or Services, we will accept your order by issuing an order acknowledgement, at which point the Contract will be formed between us.

2.2 If you are ordering our Products and/or Services from us in any way other than through our Websites:

2.2.1 we may issue you with a quotation in response to your enquiry. Any quotation given by us shall not constitute an offer, and unless we agree otherwise in writing, is only valid for a period of thirty (30) days from the date of issue; and

2.2.2 our acceptance of your order will take place:

2.2.2.1 when we contact you to accept it whether verbally or in writing; or

2.2.2.2 on receipt of full payment from you for the Products and/or Services, including of all delivery and other charges; or

2.2.2.3 on completion of delivery of the Products or the supply of Services to you, (whichever occurs first), at which point the Contract will be formed.

2.2.3 if we are unable to accept your order, we will inform you either verbally or in writing and will not charge you;

2.2.4 we will assign an order reference number to your order and tell you what it is when we send you our order acknowledgement. It will help us if you can tell us the order reference number whenever you contact us about your order.

2.3 We reserve the right to reject any orders. If we are unable to supply you with a Product or provide a Service, we will inform you of this either verbally or in writing, and we will not process your order. If you have already paid for the Products or Services, we will refund you the full amount, including any delivery costs charged, as soon as possible.

### 3. **Our Products**

- 3.1 The images of the Products and any Product packaging on our Websites and in any of our published literature are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours or the printed pictures in our published literature accurately reflect the colour of the Products. Your Products and Product packaging may vary slightly from those images. Any images, drawings, illustrations or descriptions contained on our Websites or in our published literature are published for the sole purpose of giving an approximate idea of our Products and Services. They shall not form part of the Contract or have any contractual force.
- 3.2 If we are making the Product to measurements or specifications that you have submitted to us, you are wholly responsible for ensuring that these measurements and specifications are correct and take account of all applicable material tolerances for each Product, as are available from the Product datasheets on our Websites (**Tolerances**). We do not accept any liability for, or any returns of, any Products as a result of incorrect measurements provided by you or for your failure to take Tolerances into account.
- 3.3 In the case of orders for sheets and /or sections of special size, shape, gauge or length, we shall be deemed to have fulfilled our contractual obligations by delivery of a quantity of Products within 10% either way of the quantity agreed to be delivered and you shall pay for the actual quantity delivered pro rata at the invoiced rate.
- 3.4 All weights and measurements stated on our quotations and /or acceptance of order forms are approximate only and are subject to Tolerances commensurate with the type of Products being supplied in each instance.
- 3.5 In any case where you wish us to insure any specific consignment of Products, you must advise us in writing within 5 working days prior to delivery, quoting the full value to be insured, and the premium chargeable for such insurance shall be paid by you.

### 4. **Delivery of Products**

#### **For all customers:**

- 4.1 In relation to Products being delivered to you, we will contact you with an estimated delivery date and in relation to Products you are collecting from our premises we will contact you when the Products are available for collection. Any dates quoted for delivery or collection of Products are approximate only, and the time of delivery is not of the essence.
- 4.2 Unless the provisions of clause 4.20 or 4.25 apply when delivering Products to you, we will deliver Products to the address you provided at the time of placing your order. It is your responsibility to ensure that the address provided is correct.
- 4.3 If no one is available at your address to take delivery, we will leave you a note that the Products have been returned to our premises, in which case, please contact us to rearrange delivery. In such circumstances, we reserve the right to charge you for storage costs and any further delivery costs.
- 4.4 Delivery of an order shall be completed when we deliver the Products to the address you gave us or when we make the Products available to you for collection at our premises. We will provide a copy of our delivery note to you when we deliver the Products to you or you collect the Products from us. We will send our invoice to you by post or email as soon as possible following delivery or collection of the Products.
- 4.5 Our delivery charges depend on the weight, size, shape and nature of your order. You only pay one delivery charge, irrespective of the number of products ordered when all the Products are delivered at the same time. Additional delivery charges may be required for Products to be delivered on separate delivery dates, we will inform you as soon as possible and offer you the option of reconfirming your order with the additional carriage charge.
- 4.6 Delivery charges as specified are for delivery to UK mainland only. For delivery charges relating to oversized Products or Products being delivered to areas subject to a surcharge by our courier companies or to any other country, this is price upon application. We will contact you as soon as possible with the relevant delivery charge and await your acceptance of such delivery charge before your order is processed. Some Products may be subject to non-standard delivery charges, which may only become known to us after you have placed your order. In such circumstances, we reserve the right to amend our delivery charges and we will inform you of any changes to delivery costs before your order is dispatched. If, following our notification to you of the changes to delivery costs, you do not accept such changes, you shall have the right to cancel your order and we will refund any payments you have already made relating to your order.
- 4.7 All local deliveries will be delivered by our own delivery service. All non-local deliveries will be delivered by courier. We will notify you which delivery method we will use and confirm delivery date when we confirm your order.
- 4.8 We will make every effort to deliver Products as stated on our order acknowledgement, however, occasionally delivery times may be affected by factors beyond our control and therefore they cannot be guaranteed. Equally, delivery times may, in some circumstances, be brought forward. If this is the case, we will contact you via e-mail or phone beforehand to confirm a delivery date.
- 4.9 All deliveries must be signed for but please check the Products for damage before signing (except in the case of Products sent by post and which are small enough to be put through your letterbox). If you are unable to check the contents of the package at the point of delivery to the address you have specified then:
- 4.9.1 where a third party carrier delivers your Products, please sign for the Products as "DAMAGED"; and
- 4.9.2 where the Products are delivered by us, please sign for the Products as "UNCHECKED", as failure to do so may affect any warranty claims that you make in the future.

- 4.10 Any damage to Products must be notified to us within three (3) business days (being Monday to Friday and not including weekends or bank holidays) (**Business Day**). You agree that failure to notify us of any damage within three (3) Business Days constitutes acceptance that Products were undamaged on delivery.
- 4.11 If you deliberately fail to take delivery of the Products (otherwise than by reason of circumstances under our control) then without prejudice to any other right or remedy available to us, we may:
- 4.11.1 store the Products until actual delivery and charge you for reasonable costs (including insurance) of storage; or
- 4.11.2 sell the Products at the best readily obtainable price and (after deducting all reasonable storage and selling expenses) account to you for any excess over the price you agreed to pay for the Products, or charge you for any shortfall below the price you agreed to pay for the Products.
- 4.12 Every effort will be made to deliver the Products as soon as possible and in any event within thirty (30) days after your order has been accepted. However, we will not be liable for any loss or damage suffered by you through reasonable or unavoidable delay in delivery. In this case, we will inform you as soon as possible.
- 4.13 In the event of shortages or damage in transit, claims must be sent in writing to us within three (3) Business Days of delivery, specifying the shortages or damages in transit and we must be given an opportunity to inspect the Products before any resale or use is made thereof or any alteration or modification is made by you. If you fail to inform us of any damage on transit or shortages within three (3) Business Days, you agree that this constitutes acceptance by you that the delivered Products are undamaged and of the correct quantity.
- 4.14 In the event of non-delivery, claims must be sent in writing to us within ten (10) days of the date of our advice note or invoice or other notification of dispatch, or such shorter time limit as may be specified in any conditions of the carrier.
- 4.15 We deliver Products outside of the United Kingdom to countries not subject to trade restrictions, embargoes or any other national or international legal sanctions that prevent us from trading with companies, bodies or individuals in such countries (**International Delivery Destination**). However there may be restrictions on some Products for certain International Delivery Destinations, so contact us to discuss before ordering Products.
- 4.16 Please allow extra time for deliveries to Scottish Islands, Channel Islands, offshore services and delivery to International Delivery Destinations. For urgent deliveries - please ring our sales line on +44 (0) 191 258 0777.
- 4.17 If you order Products for delivery to an International Delivery Destination, your order may be subject to import duties and taxes which are applied when the delivery reaches the International Delivery 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, taxes and any other associated charges. Please contact your local customs office for further information before placing your order.
- 4.18 No delivery will be made to an International Delivery Destination until payment has been received in full, including all applicable delivery and any other charges that might apply.
- 4.19 You must comply with all applicable laws and regulations of the country for which the Products are destined, and are solely responsible for obtaining any necessary consents and licences.

**For business customers only:**

- 4.20 Unless otherwise agreed in writing between us, delivery of Products to an International Delivery Destination is on an Ex-Works basis (**Incoterms 2010**).
- 4.21 Products will be your responsibility and at your risk:
- 4.21.1 if we are delivering Products to you using a third party carrier, at the point at which the Products are loaded on to the third party carrier; or
- 4.21.2 if we are delivering the Products to you, when we deliver the Products to the address you gave us; or
- 4.21.3 if you are collecting Products from our premises, as soon as you have collected the Products.
- 4.22 Title to the Products shall not pass to you until we have received payment in full (in cash or cleared funds) for the Products and any other products that we have supplied to you in respect of which payment has become due, in which case title to the Products shall pass at the time of payment of all such sums.
- 4.23 Until title to the Products has passed to you, you shall:
- 4.23.1 store the Products separately from all other Products held by you so that they remain readily identifiable as our property;
- 4.23.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Products;
- 4.23.3 maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- 4.23.4 notify us immediately if you become subject to any of the events listed in clause 11.1; and
- 4.23.5 give us such information relating to the Products as we may require from time to time.
- 4.24 If, before title to the Products passes to you, you become subject to any of the events listed in clause 11.1, then, without limiting any other right or remedy we may have:
- 4.24.1 we may at any time:
- 4.24.1.1 require you to deliver up all Products in your possession which have not been resold, or irrevocably incorporated into another product; and
- 4.24.1.2 if you fail to do so promptly, enter any of your premises or of any third party where the Products are stored in order to recover them.

**For consumer customers only:**

- 4.25 The Products will be your responsibility from the time we deliver the Products to the address you gave us or you, or a carrier organised by you, collects the Products from us.
- 4.26 You will own the Products when we have received payment in full and cleared funds, including all applicable additional costs and charges.

**5. Our Services**

**For all customers:**

- 5.1 In relation to Services, we shall use reasonable endeavours to meet any performance dates for the Services specified in your order, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 5.2 We shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and we shall notify you in any such event, prior to commencement of the Contract.
- 5.3 We warrant to you that the Services will be provided using reasonable care and skill.

**For business customers only:**

- 5.4 You are responsible for providing all personal protective equipment, risk assessments and on-site health and safety training necessary for ensuring the safety of our staff whilst we are supplying the Services to you.
- 5.5 You shall comply at all times with all relevant health and safety legislation, including but not limited to your obligations under the Health and Safety at Work etc Act 1974, the Personal Protective Equipment at Work Regulations 1992 and the Management of Health and Safety at Work Regulations 1999.

**For consumer customers only:**

- 5.6 Where no time is agreed for the delivery of Services, we agree that it will be provided within a reasonable time from the date that we receive your order for such Services.
- 5.7 You can ask us to repeat or rectify Services if we do not carry it out using reasonable skill and care. If we are unable to rectify the Services, you are entitled to an appropriate reduction in the price paid for the Services.

**6. Price of Products and Services**

- 6.1 The prices of the Products and/or Services will be, in relation to orders placed through our Websites, as quoted on the relevant Website at the time you submit your order and, in relation to all other orders, as set out in our published price list as at the date of your order. We will use our reasonable endeavours to ensure that the prices of Products and/or Services are correct at all times.
- 6.2 Prices for our Products and Services may change from time to time, but changes will not affect any existing Contracts with you. All prices (unless otherwise selected by you) are shown in sterling on our Websites.
- 6.3 Unless otherwise stated, the price of a Product or Service excludes VAT (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 and/or Services in full before the change in VAT takes effect.
- 6.4 The price of a Product does not include delivery charges or any costs or charges in relation to packaging, carriage, loading or unloading. Insurance must be specifically requested by you and the cost of such insurance shall be at your sole cost. Our delivery charges will be confirmed to you before we incur such delivery charges, which may be before or after we issue our order acknowledgement to you depending on where the Products are being delivered to. In the event that we confirm delivery charges to you after we have issued our order acknowledgement, you shall have the right to reject such delivery charges and cancel your order. In addition, if you are a business customer and return any unwanted Products to us, we may charge you a re-stocking fee equal to 20% of the price of the relevant Product(s) being returned to us.
- 6.5 It is always possible that, despite our reasonable efforts, some of the Products and Services on our Websites may be incorrectly priced. If we discover an error or omission in the price of the Products or Services you have ordered we will contact you either verbally or in writing to inform you of this error and we will give you the option of continuing to purchase the Products and/or Services at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you either verbally or in writing. If we mistakenly accept and process your order where a pricing error or omission is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may at our discretion cancel supply of the Products or Services and refund you any sums you have paid.

**7. How to Pay**

- 7.1 If you have a credit account with us, payment for the Products and/or Services (including all associated costs and charges that may apply) must be made, unless agreed otherwise in writing between us, within 30 days following the end of the month of the date of our invoice for the Products and/or Services.
- 7.2 For fabricated items ordered offline and paid for in cash, a deposit will be required to cover our material costs when manufacturing such fabricated items for you. We will notify you of the deposit amount when

you place your order. In the event that you cancel your order for fabricated items, the deposit is non-refundable and will be used to cover our material costs.

- 7.3 If you do not have a credit account with us, you must pay for the Products and/or Services (including all associated costs and charges that may apply) at the time you submit your order. Payment can be made in cash, debit card, credit card, BACS transfer, cheque or via PayPal account. No payment shall be deemed to have been received (or delivery made) until we have received cleared funds. For the avoidance of doubt, delivery of the Products to you will be delayed until such time as we have received payment from you in full and cleared funds. If placing an online order, payment will be processed by a secure connection at the time you place your online order on the relevant section of the site.
- 7.4 Time of payment for the Products shall be of the essence. If you fail to pay us any sum due pursuant to the Contract, you shall be liable to pay interest to us on such sum from the due date for payment at the annual rate of 4% above the base rate from time to time of Bank of England, accruing on a daily basis until payment is made, whether before or after any judgment. If you are a business customer, we reserve the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.
- 7.5 Credit accounts are insured by our chosen insurance provider. In the event that your credit account falls into arrears, we will contact you directly to request payment from you of the outstanding payments.
- 7.6 If, following our attempts to contact you in accordance with clause 7.5 above, your credit account remains in arrears, we may, at our sole discretion, refer the matter to our external debt recovery service providers (**External Referral**).
- 7.7 Please note that, as a result of an External Referral, your credit rating may be negatively affected and you will be solely responsible for paying all costs, charges and expenses incurred as a result of the External Referral, including all third party costs, charges and expenses.

## 8. **Our Warranty for the Products**

### **For business customers only:**

- 8.1 We provide a warranty that on delivery the Products shall be free from material defects. However, this warranty does not apply in the circumstances described in clause 8.2.
- 8.2 The warranty in clause 8.1 does not apply to any defect in the Products arising from any inaccurate specification, data or measurements provided by you.
- 8.3 We shall not be liable for any failure of the Products to comply with any specification unless a claim in writing shall have been lodged with us by you within seven (7) working days of delivery of the Products.
- 8.4 Subject to the foregoing, all conditions and warranties implied by statute common law or otherwise as to the quality or fitness for purpose of the Products are excluded, so far as is permitted by law.
- 8.5 In the event of any defect or failure as aforesaid which is duly notified to us in accordance with clause 8.3 above, we shall replace free of charge any Products found to be defective by reason of faulty material or workmanship provided, that as a condition thereof we may require that the Products or materials concerned are returned to us works carriage paid within one month of discovery of the defect. We shall retain the right to repair the Products rather than replace them at our discretion.

### **For consumer customers only:**

- 8.6 Nothing in these Terms shall affect your legal rights as a consumer under the Consumer Rights Act 2015 or other relevant legislation. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.
- 8.7 If Products supplied to you are not as described, fit for purpose or of satisfactory quality, you are entitled to the following:
- 8.7.1 up to 30 days: if your Products are faulty, then you can get an immediate refund;
- 8.7.2 up to six months: if your Products can't be repaired or replaced, then you're entitled to a full refund, in most cases; and
- 8.7.3 up to six years: if your Products do not last a reasonable length of time you may be entitled to some money back.
- 8.8 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 (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection.

## 9. **Our Liability If You Are a Business**

### **For business customers only:**

- 9.1 Nothing in these Terms limits or excludes our liability for:
- 9.1.1 death or personal injury caused by our negligence;
- 9.1.2 fraud or fraudulent misrepresentation;
- 9.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 9.2 Subject to clause 9.1, 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:
- 9.2.1 any loss of profits, sales, business, or revenue;
- 9.2.2 loss or corruption of data, information or software;
- 9.2.3 loss of business opportunity;
- 9.2.4 loss of anticipated savings;

- 9.2.5 loss of goodwill; or
- 9.2.6 any indirect or consequential loss.
- 9.3 Subject to clause 9.1, we accept no liability for damage to or failure of Products caused by incorrect cleaning, handling, storage or other incorrect usage by you. It is your responsibility to read, understand and comply with the instructions provided with Products and on our Websites.
- 9.4 Subject to clause 9.1, 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 and/or Services.
- 9.5 Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Products or Services. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Products or Services are suitable for your purposes. In the event that you ask us to comment on your use (or other application) of the Products, you acknowledge and agree that you will not rely on, and shall have no remedies in respect of, such comments and that any statement made by us in this regard shall not form part of the Contract.
10. **Our Liability If You Are a Consumer**  
**For consumer customers only:**
- 10.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract.
- 10.2 We only supply the Products and Services for domestic and private use. You agree not to use the Products for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 10.3 We accept no liability for damages to or failure of Products caused by incorrect cleaning, handling, storage or other incorrect usage. It is your responsibility to read, understand and comply with the instructions provided with Products and on our Websites.
- 10.4 We do not in any way exclude or limit our liability for:
- 10.4.1 death or personal injury caused by our negligence;
- 10.4.2 fraud or fraudulent misrepresentation;
- 10.4.3 any breach of your legal rights in relation to the Products or Services under the Consumer Rights Act 2015; or
- 10.4.4 defective products under the Consumer Protection Act 1987.
11. **Our Right to Terminate the Contract**  
**For business customers only:**
- 11.1 Without limiting our other rights or remedies, we may terminate the Contract with immediate effect by giving written notice to you if:
- 11.1.1 you commit a material breach of your obligations under this Contract and (if such breach is remediable) fail to remedy that breach within a reasonable period after receipt of notice in writing from us to do so;
- 11.1.2 you fail to pay any amount due under the Contract on the due date for payment;
- 11.1.3 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 are deemed unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986;
- 11.1.4 you commence negotiations with all or any class of your creditors with a view to rescheduling any of your debts, or make a proposal for or enter into any compromise or arrangement with your creditors;
- 11.1.5 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;
- 11.1.6 a creditor or encumbrancer of yours 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 fourteen (14) days;
- 11.1.7 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;
- 11.1.8 the holder of a qualifying charge over your assets has become entitled to appoint or has appointed an administrative receiver;
- 11.1.9 a person becomes entitled to appoint a receiver over your assets or a receiver is appointed over your assets;
- 11.1.10 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 11.1.3 to clause 11.1.9 (inclusive);
- 11.1.11 you suspend, threaten to suspend, cease or threaten to cease to carry on, all or substantially the whole of your business; or
- 11.1.12 you suffer a deterioration of your financial position to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.

- 11.2 Without limiting our other rights or remedies, we may suspend the supply of Services or all further deliveries of Products under the Contract or any other contract between us if you fail to pay any amount due under this Contract on the due date for payment, you become subject to any of the events listed in clause 11.1.3 to clause 11.1.9 (inclusive), or we reasonably believe that you are about to become subject to any of them.
- 11.3 On termination of the Contract for any reason:
- 11.3.1 you shall immediately pay to us all of our outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, we shall submit an invoice, which shall be payable by you immediately on receipt;
- 11.3.2 you shall return all Products which have not been fully paid for. If you fail to do so, then we may enter your premises and take possession of them. Until they have been returned, you shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract. We reserve the right to charge a re-stocking fee of 20% of the Product price for all Products returned to us;
- 11.3.3 the accrued rights and remedies of either you or us as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- 11.3.4 clauses which expressly or by implication have effect after termination shall continue in full force and effect.
- For consumer customers only:**
- 11.4 We may cancel the Contract if:
- 11.4.1 you do not make any payment to us or we are unable to collect payment from you in relation to the Products or Services when such payment is due and you do not make payment within seven (7) days of us reminding you that payment is due. Customers paying in cash must pay for the Products and/or Services when ordering such Products and/or Services.
- 11.4.2 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 or Services;
- 11.4.3 you do not, within a reasonable time, allow us to deliver the Products to you or collect them from us; or
- 11.4.4 you do not allow us access to your premises to supply the Services.
- 11.5 If we cancel the Contract for any reason set out in clause 11.4 above, we will refund any money you have paid in advance for Products or Service we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of cancelling the Contract.
- 12. Your Right to Terminate the Contract**
- For consumer customers only**
- 12.1 For Products that are ordered from our Websites or over the telephone, you have a legal right to cancel the Contract during the period of fourteen (14) days after the Contract has been entered into. This means that during the relevant period if you change your mind or decide for any other reason that you do not want to receive or keep a Product, you can notify us of your decision to cancel the Contract and receive a refund. This is not the case where Products are ordered from our trade counter. Advice about your legal right to cancel the Contract is available from your local Citizens' Advice Bureau or Trading Standards office.
- 12.2 Where a Product is faulty you have a legal right to cancel the Contract during the period of thirty (30) days after Products have both been paid for in full and delivered.
- 12.3 For Services ordered from our Websites or over the telephone, you have a legal right to cancel the Contract during the period of fourteen (14) days after the Contract has been entered into. This means that during the relevant period if you change your mind or decide for any other reason that you do not want to receive a Service, you can notify us of your decision to cancel the Contract and receive a refund. This is not the case where Services are ordered from our trade counter. Advice about your legal right to cancel the Contract is available from your local Citizens' Advice Bureau or Trading Standards office.
- 12.4 We will pay the costs of return:
- 12.4.1 if the products are faulty or mis-described;
- 12.4.2 if you are ending the Contract because we have told you of an upcoming change to the Products 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 (including where you are exercising your right to change your mind) you must pay the costs of returning the Products.
- 12.5 Your cancellation rights in this clause 12 do not apply in the case of any bespoke or customised Products made to your specification, including items cut to size
- 12.6 Your legal right to cancel a Contract starts from the date of the order acknowledgment.
- 12.7 To cancel a Contract, you just need to let us know that you have decided to cancel by contacting us by telephone, email or post.
- 12.8 If you cancel your Contract we will:
- 12.8.1 refund you the price you paid for the Products and/or Services. However, please note we are permitted by law to reduce your refund to reflect any reduction in the value of the Products, if this has been caused by your handling them in a way which would not be permitted in a shop. If we

- refund you the price paid before we are able to inspect the Products and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount;
- 12.8.2 refund any delivery costs you have paid, although, as permitted by law, the maximum refund will be the costs of delivery by the least expensive delivery method we offer (provided that this is a common and generally acceptable method). 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; and
- 12.8.3 make any refunds due to you as soon as possible and in any event within the deadlines indicated below.
- 12.9 If you have returned the Products to us under this clause 12 because they are faulty or mis-described, we will refund the price of the Products in full, together with any applicable delivery charges, and any reasonable costs you incur in returning the item to us.
13. **Events Outside Our Control**
- 13.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control.
- 13.2 An **Event Outside Our Control** means any act or event beyond our reasonable control, including without limitation strikes, 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.
- 13.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:
- 13.3.1 we will contact you as soon as reasonably possible to notify you; and
- 13.3.2 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 or provision of Services to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.
- 13.4 You may cancel a Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact us. If you opt to cancel, you will have to return any relevant Products you have already received and we will refund the price you have paid, including any delivery charges.
14. **Communications Between Us**
- 14.1 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 post or other delivery service or e-mail.
- 14.2 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 or second 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.
- 14.3 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.
- 14.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
15. **Our Right to Vary These Terms**
- 15.1 We may amend these Terms from time to time.
- 15.2 Every time you order Products or Services from us, the Terms in force at the time of your order will apply to the Contract between you and us.
- 15.3 We may revise these Terms as they apply to your order from time to time to reflect changes in relevant laws and regulatory requirements.
- 15.4 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 and/or Services or just the Products you have yet to receive or Services yet to be performed. If you opt to cancel, you will have to return any relevant Products you have already received and we will arrange a full refund of the price you have paid, including any delivery charges.
16. **Intellectual Property**
- 16.1 References in this clause 15 to "intellectual property rights" shall mean patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent



- rights or forms of protection which subsist or will subsist now or in the future in any part of the world (**Intellectual Property Rights**).
- 16.2 Unless otherwise agreed with you in writing, all Intellectual Property Rights in or arising out of or in connection with any Products or Services shall be owned by us. In addition, all materials, equipment, documents and other property owned by us, including all Intellectual Property Rights in them, are our exclusive property.
- 16.3 You acknowledge that, in respect of any third party Intellectual Property Rights in the Services, your use of any such Intellectual Property Rights is conditional on us obtaining a written licence from the relevant licensor on such terms as will entitle us to license such rights to you.
- 16.4 To the extent that Products are to be manufactured in accordance with a bespoke Product specification supplied by you, you shall indemnify us against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by us in connection with any claim made against us for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with our use of the bespoke Product specification.
- 16.5 All Website, design, text and graphics belong to us including all Intellectual Property Rights in the Websites.
- 16.6 You are not permitted to use the Websites in any way that may infringe the Intellectual Property Rights contained in the Websites. This means that you may not adapt, reproduce, publish, upload, extract, alter, store, post, redistribute, reutilise, retransmit or broadcast, all or any of the contents of the Websites including but not limited to any trade marks or copyrighted material without our express permission. However, you are permitted to download and print out pages from the Websites for the sole purpose of viewing for your own personal and/or order information.
- 17. Other Important Terms**
- 17.1 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted and includes any subordinate legislation.
- 17.2 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms.
- 17.3 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing. However if you are a consumer and you have purchased a Product as a gift, you may transfer the benefit of our warranty in clause 8 to the recipient of the gift without needing to ask our consent.
- 17.4 This Contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise. However, if you are a consumer, the recipient of your gift of a Product will have the benefit of our warranty at clause 8, but we and you will not need their consent to cancel or make any changes to these Terms.
- 17.5 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 17.6 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 17.7 If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you purchase Products and/or Services from us.
- 17.8 These Terms and any document expressly referred to in them constitute the entire agreement between you and us and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter. For the avoidance of doubt, these Terms apply to the exclusion of any other terms that you may seek to impose or incorporate or which are or may be implied by trading custom, practice or course of dealing.
- 17.9 You acknowledge that in entering into this Contract 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 any document expressly referred to in them.
- 17.10 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.
- 17.11 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 are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to ADR Group via their website at [www.adrgroup.co.uk](http://www.adrgroup.co.uk) or [www.consumer-dispute.co.uk](http://www.consumer-dispute.co.uk). ADR Group will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings. In addition, please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform at <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage>.
- 17.12 These Terms, the 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 laws of England and Wales.
- 17.13 You and 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).