

OUR TERMS

1. THESE TERMS

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply products to you, as a customer (being the person or entity named on our invoice to you for the avoidance of doubt) being specifically, goods.
- 1.2 For the avoidance of any doubt, these terms and conditions form the basis of the contract between us to the exclusion of any other terms and conditions whatsoever that are sought to be imposed by you or any other party. These terms and conditions therefore, supersede and take precedence over any other terms and conditions whatsoever that are sought to be imposed by you or any other party
- 1.3 Any alternative or conflicting terms and conditions sought to be imposed on the contractual arrangements between the parties are not binding unless approved directly and express in writing by us.
- 1.4 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or require any changes, please contact us to discuss.
- 1.5 These terms and conditions shall prevail over and take precedence over any terms and conditions, other contractual terms or any other terms whatsoever that are sought to be imposed on our supply of goods to you, including but not limited to any terms or documents referred to in any documentation submitted by you or in correspondence or elsewhere or implied by trade custom, practice or course of dealing.
- 1.6 **Are you a business customer or a consumer?** In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:
- You are an individual.
 - You are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).
- 1.7 **If you are a business customer this is our entire agreement with you.** If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 **Who we are.** We are West One Bathrooms Limited a company registered in England and Wales. Our company registration number is 01356065 and our registered office is at Unit D Davis Road Industrial Park, Davis Road, Chessington, Surrey, KT9 1TQ with various trading address across the UK. Our registered VAT number is GB 242 381676.

- 2.2 **How to contact us.** You can contact us by telephoning our customer service team at 0208 870 2121 or by writing to us at sales@westonebathrooms.com or the address of Unit D Davis Road Industrial Park – Davis Road – Chessington – Surrey KT9 1TQ.
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

- 3.1 **How we will accept your order.** Our acceptance of your order (including telephone or other verbal orders) will take place when we email or otherwise write to you with our order acceptance form to accept it, at which point a contract will come into existence between you and us.
- 3.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements (if applicable) or, because we have identified an error in the price or description of the product.
- 3.3 **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

4. OUR PRODUCTS

- 4.1 **Products may vary slightly from their pictures.** The images of the products on our website, in our catalogues or in any of our literature whatsoever (including but not limited to any verbal descriptions provided) as well as in any specifications, sketches, drawings or information we provide, are for illustrative purposes only. Although we have made every effort to display the colours and products accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products or that the products are wholly accurate. Your product may vary slightly from those images.
- 4.2 **Product packaging may vary.** The packaging of the product may vary from that shown in images on our website or in our literature generally.
- 4.3 If we are making the product to measurements or a specification you have given us you are responsible for ensuring that these measurements are correct. It is your responsibility to confirm with your advisers and to ensure that the products are suitable for your intended purposes. It is your responsibility to ensure that any intended purpose for using products supplied by us complies with all statutory water and building regulations.

5. YOUR RIGHTS TO MAKE CHANGES

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

wish to go ahead with the change. We reserve the right to reject any changes requested, including but not limited to for bespoke custom/made to measure products, and also reserve the right to charge a suitable fee, including but not limited to any applicable restocking or other charges where we have received the products from our suppliers or they are in transit.

6. OUR RIGHTS TO MAKE CHANGES

6.1 Minor changes to the products. We may change the product:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements. These changes will not affect your use of the product.

7. PROVIDING THE PRODUCTS

7.1 Delivery costs. The costs of delivery will be as notified by us to you during the order process.

7.2 When we will provide the products. During the order process we will let you know when we estimate to be able to provide the products to you. We will endeavour to ensure such items are carried out as soon as possible, however time is not of the essence in this regard.

- (a) **If the products are goods.** If the products are goods we will deliver them to you as soon as reasonably possible and will contact you with an estimated delivery date as soon as one is available to us and time is not of the essence in this regard.

7.3 We are not responsible for delays outside our control. If our supply of the products is delayed by an event outside our control then we will endeavour to 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.

7.4 You must ensure that you have appropriate personnel on site at the delivery destination to accept and off load deliveries of all products. We have a tailboard kerbside delivery service and where possible these will be delivered to your site address if we can park without contravening any parking restrictions or Health & Safety Regulations. Our insurance coverage stipulates that we cannot deliver products into your premises. It is therefore, your responsibility to ensure that adequate and competent assistance is available to off-load the products being delivered. We reserve the right to render additional charges for any delivery of products that you do not take delivery of and/or for any re-delivery or reorganised delivery of products where you or a representative of yours refuses or fails to take delivery of the products or any of them or where you are unable to receive the products or where there is any delay in off-loading the products

7.5 If you refuse or fail to take delivery of the products tendered in accordance with the order acceptance form or fail to take any action necessary on your part for delivery and/or shipment of the products, we are entitled to:

- (a) terminate the contract and your order (as well as any subsequent orders as determined by us in our sole discretion) with immediate effect;
- (b) to dispose of the products as we may determine; and

- (c) to recover from you in full and on an indemnity basis, any loss and additional costs incurred as a result of such refusal or failure (including, without limitation, storage costs or any re-attempted delivery costs, from the date of delivery).
- 7.6 You agree to accept delivery within one month of the order being fully available. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 10.2 will apply.
- 7.7 In the event of your not accepting the products within this period, we reserve the right to charge storage and insurance of the products at the rate of 5% of the total order value per month or part thereof which you shall remain wholly liable for and agree to indemnify us in respect of and clause 10.2 will apply
- 7.8 If delivery of the Goods is delayed by an event outside our control then we will endeavour to contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any Goods you have paid for but not received.
- 7.9 **When you become responsible for the goods.** A product which is goods will be your responsibility and at your risk from the time we deliver the product to the address you gave us or you or a carrier organised by you collect it from us. For the purposes of these terms and conditions, "delivery" is completed on the completion of unloading the goods at the delivery location specified on the order acceptance form.
- 7.10 **When you own goods.** You own a product which is goods once we have received payment in full.
- 7.11 From the time of delivery until property in the goods passes to you in accordance with these terms and conditions, you shall insure the goods for their full value with a reputable insurance office. Upon request, you shall use all reasonable endeavours to have our interest in the goods noted on the insurance policy. Until property in the goods passes to you, you shall hold the proceeds of any claim on the insurance policy on trust for us and shall immediately account to us with the proceeds. Until property in the goods has passed, you are in possession of the goods in a fiduciary capacity and shall:
 - (a) not part with possession of the goods;
 - (b) take proper care of the goods;
 - (c) take all reasonable steps to prevent any damage or deterioration of the goods;
 - (d) keep the goods free from any charge, lien or other encumbrance; and
 - (e) store the goods in such a way as to show clearly that they belong to us.

We reserve the right to repossess and resell any of the goods to which we have retained title. Our consent to your possession of the goods and any right you may have to possession of the goods shall in any event cease upon your becoming insolvent/bankrupt or suffering any financial issues akin to these circumstances.

- 7.12 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the products to you. If so, this will have been stated in the description of the products on our website. We will contact you to ask for

this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 10.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

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

- (a) deal with technical problems or make minor technical changes;
- (b) update the product to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the product as requested by you or notified by us to you (see clause 6).

7.14 Your rights if we suspend the supply of products. We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. If we have to suspend the product for longer than 3 months in any 6 month period we will adjust the price so that you do not pay for products while they are suspended. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 3 months and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

7.15 We may also suspend supply of the products if you do not pay. If you do not pay us for the products when you are supposed to (see clause 14.5) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will not suspend the products where you dispute the unpaid invoice (see clause 14.9). We will not charge you for the products during the period for which they are suspended. As well as suspending the products we can also charge you interest on your overdue payments (see clause 14.7).

8. YOUR RIGHTS TO END THE CONTRACT

8.1 You can always end your contract with us. Subject at all times to clause 8.4, your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing, when you decide to end the contract and whether you are a consumer or business customer:

- (a) **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the product repaired or to get some or all of your money back), **see** clause 11.1 if you are a consumer and clause 12.2 if you are a business;
- (b) **If you want to end the contract because of something we have done or have told you we are going to do, see** clause 8.2;
- (c) **If you are a consumer and have just changed your mind about the product, see** clause 8.3. You may be able to get a refund if you are within the cooling-off period, but

this may be subject to deductions and you will have to pay the costs of return of any goods;

- (d) **In all other cases (if we are not at fault and you are not a consumer exercising your right to change your mind), see clause 8.7.**

8.2 Ending the contract because of something we have done or are going to do. Subject at all times to clause 8.4, if you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately upon our receipt of such notice and we will refund you in full for any products which have not been provided (or if they have been delivered, returned to us by you in good condition in accordance with these terms and conditions) and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming change to the product or these terms which you do not agree to;
- (b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- (c) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 3 months; or
- (d) you have a legal right to end the contract because of something we have done wrong.

8.3 Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013). Subject at all times to clause 8.4, if you are a consumer then for most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

8.4 When consumers do not have a right to change their minds. Your right as a consumer to change your mind does not apply in respect of:

- (a) bespoke products/goods or otherwise or any goods produced pursuant to any specification or specific requirements whatsoever unless we otherwise consent to this in writing in our sole discretion and if we do consent to this, we will refund any sums paid by you for products 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 the contract;
- (b) any electrical products or other products which have been taken out of their packaging or protective coverings (only such products which remain fully sealed in their original packaging and protective coverings will qualify for a consumer's right to change their mind); and
- (c) any products which become mixed inseparably with other items after their delivery.

8.5 Any goods accepted for return/cancellation will be subject to minimum 25% re-stocking/handling charge of the list price; in addition the goods will only be accepted back providing they are not of a special or bespoke nature and they are returned to us in their original packaging/condition undamaged within 30 days of the delivery date. This does not affect your right to return faulty manufactured items.

- 8.6 **How long do consumers have to change their minds?** If you are a consumer how long you have to change your mind depends on what you have ordered and how it is delivered.
- (a) **Have you bought goods?**, if so you have 14 days after the day you (or someone you nominate) receives the goods, **unless**:
 - (i) **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) receive the delivery.
- 8.7 **Ending the contract where we are not at fault and there is no right to change your mind.** Subject at all times to clause 8.4, even if we are not at fault and you are not a consumer who has a right to change their mind (see clause 8.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for goods is completed when the product is delivered and paid for. If you want to end a contract before it is completed where we are not at fault and you are not a consumer who has changed their mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (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 the contract.
9. **HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU ARE A CONSUMER WHO HAS CHANGED THEIR MIND)**
- 9.1 **Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:
- (a) **Phone or email.** Call customer services on 0208 870 2121 or email us at sales@westonebathrooms.com. Please provide your name, home address, details of the order and, where available, your phone number and email address.
 - (b) **By post.** simply write to us at Unit D Davis Road Industrial Park – Davis Road – Chessington – Surrey KT9 1TQ, including details of what you bought, when you ordered or received it and your name and address.
- 9.2 **Returning products after ending the contract.** If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must either return the goods in person to where you bought them, or allow us to collect them from you. Please call customer services on 0208 870 2121 or email us at sales@westonebathrooms.com for a return label or to arrange collection. You remain wholly responsible for ensuring that any goods to be returned are suitably packed and insured until they reach us. If you are a consumer exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.
- 9.3 **When we will pay the costs of return.** Subject at all times to clause 8.4, we will pay the costs of return:
- (a) if the products are faulty or misdescribed;
 - (b) if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events

outside our control or because you have a legal right to do so as a result of something we have done wrong.

In all other circumstances (including where you are a consumer exercising your right to change your mind) you must pay the costs of return.

9.4 **What we charge for collection.** If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection and will confirm these charges to you.

9.5 **How we will refund you.** If you are entitled to a refund under these terms we will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

9.6 **When we may make deduction from refunds if you are a consumer 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. 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) The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer.

9.7 **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind then:

- (a) If the products are goods and we have not offered to collect them, we will endeavour to process your refund within 14 days but this may take up to 6 weeks from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For information about how to return a product to us, see clause 9.2.
- (b) In all other cases, we will endeavour to process your refund within 14 days but this may take up to 6 weeks of your telling us you have changed your mind

10. OUR RIGHTS TO END THE CONTRACT

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

- (a) you do not make any payment to us when it is due and you still do not make payment within 7 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 products; or
- (c) you do not, within a reasonable time, allow us to deliver the products to you or collect them from us.

10.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for

products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

11. IF THERE IS A PROBLEM WITH THE PRODUCT

- 11.1 How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at 0208 870 2121 or write to us at aftersales@westonebathrooms.com or Unit D Davis Road Industrial Park – Davis Road – Chessington – Surrey KT9 1TQ.

12. YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A CONSUMER

- 12.1** If you are a consumer we are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the products. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

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

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

- a) Up to 30 days: if your goods are faulty, then you can get an immediate refund.
- b) Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- c) Up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back subject to all times to any manufacturer guarantee on products as may be applicable from time to time.

See also clause 8.3.

- 12.2 Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them, or allow us to collect them from you. We will pay the costs of postage or collection. Please call customer services on 0208 870 2121 or email us at sales@westonebathrooms.com or write to us at Unit D Davis Road Industrial Park – Davis Road – Chessington – Surrey KT9 1TQ for a return label or to arrange collection.

13. YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A BUSINESS

- 13.1** If you are a business customer we warrant that on delivery any products which are goods shall:
- (a) conform in all material respects with their description and any relevant specification;
 - (b) be free from material defects in design, material and workmanship; and

- (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).
- 13.2 All products must be inspected at time of delivery and signed for in "good condition". Such signature that the products are in good condition shall be treated as our fulfilment of its obligations under the contract. It is your responsibility to ensure that products are not signed for unexamined. Where delivery is made by our vehicle any damage/shortages must be notified to the driver at time of delivery and confirmed in writing to us within 5 days of delivery; where delivery is made by a carrier we must be advised immediately of any breakages/shortages and this must be confirmed in writing to our Despatch Department at Unit D David Road Industrial Park, Davis Road, Chessington, Surrey KT9 1TQ or via aftersales@westonebathrooms.com within 5 days of delivery.
- 13.3 Subject to clause 13.4 and clause 13.7, if:
- (a) you give us notice in writing in accordance with clause 13.2 that a product does not comply with the warranty set out in clause 13.1;
 - (b) we are given a reasonable opportunity of examining such product; and
 - (c) you return such product to us at our cost,
- we shall, at our option, repair or replace the defective product, or refund the price of the defective product in full.
- 13.4 We will not be liable for a product's failure to comply with the warranty in clause 13.1 if:
- (a) you make any further use of such product after giving a notice in accordance with clause 13.3(a);
 - (b) the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the product or (if there are none) good trade practice;
 - (c) the defect arises as a result of us following any drawing, design or specification supplied by you or on your behalf;
 - (d) you alter or repair the product without our written consent;
 - (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or
 - (f) clause 13.7 applies.
- 13.5 Except as provided in this clause 12.2, we shall have no liability to you in respect of a product's failure to comply with the warranty set out in clause 13.1.
- 13.6 These terms shall apply to any repaired or replacement products supplied by us under clause 13.2.
- 13.7 We recommends that you ensure you have ordered sufficient quantities of tiles/natural stone products allowing for breakages/cuts since there can be no guarantee that the shade/batch number can be matched for any subsequent orders. You should seek advice from your installer regarding quantities ordered without delay. Due to the nature

of natural stone products we cannot guarantee exact colour match to any samples provided/shown at the time of placing the order. Excess tiles are non-returnable and we shall have no liability in respect of any of the circumstances set out in this clause.

14. PRICE AND PAYMENT

- 14.1 Where to find the price for the product.** The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order or in the order confirmation provided to you (including sales order confirmation(s)). We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 14.4 for what happens if we discover an error in the price of the product you order.
- 14.2 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 product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- 14.3** Any prices (which include VAT) quoted by us are valid for a period of 30 days from date of quotation and may thereafter vary and be subject to change.
- 14.4 What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated 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 unmistakeable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.
- 14.5 When you must pay and how you must pay.** We accept payment with all major debit, and credits cards, bank transfers, cash and cheque. When you must pay depends on what product you are buying:
- (a) For **goods**, you must pay a 50% deposit on placing your order with us and must ensure the balance of the full price for the products is paid in full before we dispatch/deliver/release them. We will charge your credit or debit card in advance of dispatching/delivering/releasing the products to you. This excludes account customers where credit facilities are in place.
 - (b) For bespoke products, all special or bespoke products or those produced to a specification must be paid for 100% in full before we will commit to ordering or providing these on your behalf.
- 14.6 Our right of set-off if you are a business customer.** If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 14.7** We shall not be obliged to make delivery of the products until we have received payment in full in cleared funds as set out within these terms and conditions. Trade customers with credit facilities with us shall, unless otherwise agreed in writing, pay in full within 30

days of the date of the invoice. Payment on time is of the essence of the contract in all respects.

14.8 We can charge interest if you pay late. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 8% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

14.9 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 at accounts@westonebathrooms.com. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

14.10 We reserve the right to suspend the provision of products to you where any amounts are overdue under any contract with you until such amounts have been paid in full by you. You must pay without set-off, counterclaim, deduction or withholding every amount due to us. Any extension of credit allowed to you may be changed or withdrawn at any time in our sole discretion. Notwithstanding any purported contrary appropriation by you, all payments made by you to us shall be appropriated first to any products that have been resold by you and then to products that remain in the possession of or under your control.

15. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER

15.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, 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.

15.2 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 products as summarised at clause 12.1; and for defective products under the Consumer Protection Act 1987

15.3 We are not liable for business losses. If you are a consumer we only supply the products for to you for domestic and private use. If you use the products for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause 16.

15.4 We are not liable for any failure or delay in performance of our obligations which is caused by circumstances beyond our reasonable control.

15.5 Save as expressly provided for in these terms and conditions, and to the fullest extent permitted by law, our total liability arising in connection with your order (including for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise) shall be

limited to the price of the products under the order in question and in respect of which a claim or alleged liability has arisen.

- 15.6 We shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any economic loss, loss of profit, loss of business, goodwill or otherwise and shall not be liable for any direct, indirect or consequential claims or losses, or in respect of any claims for consequential compensation whatsoever.
- 15.7 In the event that we provided faulty goods but the fault is not discovered until after delivery of the goods and could not have been discovered on examination on delivery, our liability shall be limited to replacing such faulty goods and this remains subject to our right to inspect the goods in question and verifying that these are indeed faulty – if this is not the case, or we are not afforded this access, we shall have no liability in these circumstances whatsoever.
- 15.8 All conditions, warranties or other terms, whether express or implied, statutory or otherwise, are hereby expressly excluded.

16. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A BUSINESS

- 16.1 Nothing in these terms shall limit or exclude our liability for:
- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
 - (b) fraud or fraudulent misrepresentation;
 - (c) 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; or
 - (d) defective products under the Consumer Protection Act 1987.
- 16.2 Except to the extent expressly stated in clause 13.1 all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.
- 16.3 We are not liable for any failure or delay in performance of our obligations which is caused by circumstances beyond our reasonable control.
- 16.4 Save as expressly provided for in these terms and conditions, and to the fullest extent permitted by law, our total liability arising in connection with your order (including for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise) shall be limited to the price of the products under the order in question and in respect of which a claim or alleged liability has arisen.
- 16.5 We shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any economic loss, loss of profit, loss of business, goodwill or otherwise and shall not be liable for any direct, indirect or consequential claims or losses, or in respect of any claims for consequential compensation whatsoever.

- 16.6 In the event that we provided faulty goods but the fault is not discovered until after delivery of the goods and could not have been discovered on examination on delivery, our liability shall be limited to replacing such faulty goods and this remains subject to our right to inspect the goods in question and verifying that these are indeed faulty – if this is not the case, or we are not afforded this access, we shall have no liability in these circumstances whatsoever.
- 16.7 All conditions, warranties or other terms, whether express or implied, statutory or otherwise, are hereby expressly excluded.

17. HOW WE MAY USE YOUR PERSONAL INFORMATION

How we will use your personal information. We will only use your personal information as set out in our privacy policy, a copy of which is available on request and in any event, we will use personal information provided by you to us:

- (a) to supply the products to you;
 - (b) to process your payment for the products; and
 - (c) if agreed by you during the order process, to inform you about similar products that we provide, but you may stop receiving these communications at any time by contacting us.
- 17.2 We will only give your personal information to third parties where the law either requires or allows us to do so.

18. OTHER IMPORTANT TERMS

- 18.1 **We may transfer this Agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation and do not have to provide you with notice of this transfer.
- 18.2 **You need our consent to transfer your rights to someone else).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 18.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 18.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 18.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 18.6 **Which laws apply to this contract and where you may bring legal proceedings if you are a consumer.** These terms are governed by English law and you can bring legal

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

- 18.7 **Which laws apply to this contract and where you may bring legal proceedings if you are a business.** If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.