

## CONDITIONS OF SALE

### **1 Definitions and Interpretation**

1.1 The following terms as used herein shall have the meaning as stated:

"**Company**" means Bass Bags Limited;

"**Conditions**" means these Conditions of Sale;

"**Contract**" means a contract between the Company and the Customer for the sale of the Goods;

"**Customer**" means the person, firm, company or other organisation purchasing the Goods;

"**Goods**" means any musical instrument, instrument carrying case and/or accessories or other goods which are to be sold by the Company to the Customer under the Contract;

1.2 A reference to a "**clause**" is to a clause of these Conditions. Clause headings shall not affect the interpretation of these Conditions.

1.3 Any reference to "**parties**" means the parties to the Contract and "**party**" shall be construed accordingly.

1.4 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.5 Words in the singular include the plural and in the plural include the singular.

1.6 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding or following those terms.

1.7 **These Conditions shall apply both to Customers who are:**

1.7.1 **business customers; and**

1.7.2 **consumers, save where otherwise stated.**

1.8 **A Customer is a business customer if the Customer contracts with the Company for the purposes of the Customer's business, trade or profession. All other Customers are consumers. Nothing in these Conditions affects the Customer's statutory rights as a consumer.**

1.9 Any Customer wishing to purchase Goods through the Company's website is hereby referred to Condition 14 of these Conditions.

### **2 Application of Conditions**

2.1 All quotations are made and all orders are accepted by the Company subject only to these Conditions, which shall prevail to the exclusion of any other terms including any conditions, warranties or representations written or oral, express or implied, even if contained in any of the Customer's documents which purport to provide that the Customer's own terms shall prevail. Any representations about any Goods shall have no effect unless expressly agreed in writing and signed by an authorised signatory of the Company.

2.2 All quotations are given on the basis that no Contract shall come into existence until the Company accepts the Customer's order in accordance with the provisions of Condition 2.4. A quotation is valid for a period of 7 days only from its date, provided that the Company has not previously withdrawn it.

2.3 The Customer shall ensure that the terms of its order are complete and accurate.

2.4 The placing of an order following any quotation or other indication of price shall not be binding on the Company unless and until accepted by the Company in writing.

### **3 Description of Goods**

3.1 The quantity and description of the Goods shall be as set out in the Company's acceptance of the Customer's order issued pursuant to Condition 2.4.

3.2 The Company may correct any typographical or other errors or omissions in any brochure, promotional literature, quotation or other document relating to the sale of the Goods without any liability to the Customer.

3.3 All samples, drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's website, catalogues or brochures or otherwise issued by the Company are issued or published for the sole purpose of giving an approximate idea of the Goods described in them and they shall not form a part of the Contract.

3.4 The Company may, without notice, effect minor variations to the Goods and any other obligation of the Company under the Contract, provided that such variations do not materially affect the nature or quality of the Goods, or the price of the Goods. If the Company requests any other variation to the Goods or any other obligation of the Company under the Contract, the Customer shall not unreasonably withhold or delay consent to it.

3.5 If the Customer wishes the Company to effect any variation to the Goods or any other obligation of either party under the Contract, the Company has no obligation to do so unless and until the parties have agreed in writing on the necessary variations to the price of the Goods and any other relevant terms of the Contract to take account of the change.

3.6 Subject to the provisions of Condition 9.1.2, the Customer shall be solely responsible for ensuring the suitability of any Goods for any specific purpose.

3.7 Any recommendation, instruction or advice given by the Company to the Customer which directly or indirectly relates to the Goods is given without liability on the part of the Company.

### **4 Delivery**

4.1 Unless otherwise agreed in writing by the Company, delivery of the Goods shall take place at the Company's place of business.

4.2 Any dates specified by the Company for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.

4.3 Delivery dates and periods shall be extended as necessary if any delay in delivery is caused as set out in Condition 7.3 of these Conditions or due to any other circumstances beyond the control of the Company.

4.4 The Customer may request earlier delivery dates than those originally agreed and the Company will at their discretion endeavour to accommodate such requests providing that sufficient notice is given. Any additional costs associated with achieving an earlier delivery date will be for the Customer's sole account.

4.5 The Company shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Company's negligence), nor shall any delay entitle the Customer to terminate or rescind the Contract unless such delay exceeds 180 days.

4.6 The Customer must examine the Goods upon delivery and within 3 days thereafter notify the Company in writing of any defects. In default the Customer will be deemed to have examined and accepted the Goods.

4.7 If for any reason the Customer fails to take or accept delivery of any or all of the Goods, or the Company is unable to deliver the Goods on time because the Customer has not provided appropriate instructions, documents, licences or authorisations:

4.7.1 risk in the Goods shall pass to the Customer (including for loss or damage caused by the Company's negligence);

4.7.2 the Goods shall be deemed to have been delivered; and

4.7.3 the Company may store the Goods until delivery, whereupon the Customer shall be liable for all related costs and expenses (including storage and insurance); or

4.7.4 sell the Goods at the best price readily obtainable and (after deducting any reasonable costs and expenses in connection with the storage and expedited sale of the Goods), charge the Customer for any shortfall below the price for the Goods.

4.8 The Company may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.

4.9 Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Customer to repudiate or cancel any other Contract or instalment.

## 5 Non-Delivery

5.1 The quantity of any consignment of Goods as recorded by the Company on despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Customer on delivery unless the Customer can provide conclusive evidence proving the contrary.

5.2 The Company shall not be liable for any non-delivery of the Goods (even if caused by the Company's negligence) unless the Customer gives written notice to the Company of the non-delivery within 3 days of the time when the Goods would in the ordinary course of events have been received.

5.3 Any liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

## 6 Risk and Title

6.1 Risk of damage to or loss of the Goods shall pass to the Customer:

6.1.1 in the case of Goods to be delivered at the Company's place of business, at the time when the Company notifies the Customer that the Goods are available for collection; or

6.1.2 in the case of Goods to be delivered other than at the Company's place of business, at the time of delivery of the Goods to the Customer's premises, or such other location as shall be notified by the Customer to the Company in advance of despatch of the Goods.

**Conditions 6.2, 6.3 and 6.4 shall only apply to Customers who are business customers.**

6.2 Title to the Goods shall not pass to the Customer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:

6.2.1 the Goods; and

6.2.2 all other sums which are or which become due to the Company from the Customer on any account.

6.3 Until title to the Goods has passed to the Customer, the Customer shall:

6.3.1 hold the Goods on a fiduciary basis as the Company's bailee;

6.3.2 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Company's property;

6.3.3 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

6.3.4 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery and indemnify the Company against all loss or damage of whatsoever nature affecting the Goods;

6.3.5 notify the Company immediately if it becomes subject to any of the events listed in Condition 12.1.3 to 12.1.5 inclusive;

6.3.6 not assign to any other person any rights arising from a sale of the Goods without the Company's written consent (and then only subject to a set of terms and conditions containing a Risk and Title clause which is at least as onerous as this Condition 6);

6.3.7 not pledge or in any way charge by way of security for any indebtedness any of the Goods (and if the Customer does so, all moneys owing by the Customer to the Company shall, without prejudice to any other right or remedy of the Company, forthwith become due and payable); and

6.3.8 give the Company such information relating to the Goods as the Company may require from time to time, but the Customer may resell or use the Goods in the ordinary course of its business, provided that it shall hold the entire proceeds of any such resale upon trust for the Company until the Goods have been paid for in full and shall keep all such trust monies in a separate bank account which shall not be overdrawn and in which such trust monies are not mingled with its own or any other monies. The Customer acknowledges and agrees that a sale by an administrator or liquidator as part of or in connection with the sale of the assets or part of the assets of the Customer is not in the ordinary course of the Customer's business.

6.4 If:

6.4.1 the Customer is late in paying for the Goods; or

6.4.2 the Customer is late in paying for any other goods supplied by the Company; or if

6.4.3 before title to the Goods passes to the Customer, the Customer becomes subject to any of the events listed in Condition 12.1.3 to 12.1.5 inclusive, then:

6.4.4 without limiting any other right or remedy the Company may have, the Company may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, the Company may enter the premises of the Customer or the premises of any third party where the Goods are stored or kept in order to recover them and all and any costs, charges and expenses incurred by the Company in so taking possession of the Goods (including legal fees) shall be payable by the Customer upon demand. The Customer shall not keep the Goods at any premises at which the Customer does not have the right to grant access to the Company. Nothing in this Condition 6.4.4 shall affect the right of the Company at any time to inspect the Goods whilst the Goods are stored or kept at the Customer's premises or the premises of any third party.

## 7 Price

7.1 Unless otherwise agreed by the Company in writing, the price for the Goods shall be the price confirmed in the Company's acceptance of the Customer's order issued pursuant to Condition 2.4, but the Company reserves the right to vary the price and to invoice the Customer at the price ruling at the date of delivery of the Goods.

7.2 If the cost to the Company of performing the Company's obligations under the Contract shall be increased by reason of the making or amendment of any law or of any order, regulation, or by-law having the force of law that shall affect the performance of the Company's obligations under the Contract, the amount of such increase shall be added to the Contract price.

7.3 The Company reserves the right, by giving notice to the Customer, to increase the price of the Goods to reflect any increase in any cost to the Company which is due to any factor beyond the control of the Company (including any foreign exchange fluctuation, currency regulation, imposition or alteration of taxes, duties, or other levies, any increase in transportation costs and any increase in the costs of labour, materials, fuel or other costs of production), or if there is any change in delivery dates, quantities or specifications for the Goods which is requested by the Customer, or if there is any

- increase in any cost to the Company which is in any other way attributable to the Customer.
- 7.4 Unless otherwise agreed in writing by the Company, the Contract price shall be exclusive of Value Added Tax which will be charged at the rate which is applicable at the date of delivery of the Goods.
- 7.5 Unless otherwise agreed in writing by the Company, all transportation, packaging and carriage costs related to the delivery of the Goods (including the cost of all related insurance coverage and the cost of loading and unloading the Goods) shall be borne by the Customer.
- 7.6 Any waiver or reduction of any price will only be applicable if agreed by the Company in writing.
- 8 Payment**
- 8.1 The Company shall be entitled to invoice the Customer for the price of the Goods on or at any time after acceptance of the Customer's order.
- 8.2 Unless the Company has stipulated that payment for the Goods shall be made in advance, settlement terms will be net within 7 days following the date of the corresponding invoice.
- 8.3 The time of payment of the price shall be of the essence of the Contract.
- 8.4 No payment shall be deemed to have been received until the Company has received cleared funds. In the event that the Customer tenders payment by cheque and said cheque is returned unpaid to the Company, the Customer shall reimburse the Company for any bank charges incurred by the Company.
- 8.5 The Customer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
- 8.6 Any failure by the Customer to pay the Company any sum by the due date for payment and/or the occurrence of any one or more of the events set forth in Condition 12.1.3 to 12.1.5 inclusive shall entitle the Company, at any time and without notice or liability to the Customer and without limiting any other remedy available to the Company under these Conditions, the Contract, or otherwise, at its option:
- 8.6.1 to charge interest at the rate of five percent (5%) per annum above Lloyds Bank plc's base lending rate from time to time calculated on a daily basis (whether before or after any judgment) until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest);
- 8.6.2 to charge the Customer with any costs incurred by the Company in the course of collecting outstanding monies due to the Company from the Customer;
- 8.6.3 to suspend any warranty for the Goods or any other goods supplied by the Company to the Customer, whether or not they have been paid for;
- 8.6.4 to appropriate any payment made by the Customer to such of the Goods as the Company may think fit;
- 8.6.5 to set off any amount owed by the Company to the Customer against any amount owed by the Customer to the Company on any account whatsoever;
- 8.6.6 to terminate the Contract, or suspend or cancel the further delivery of any Goods or any other goods supplied by the Company, including, stopping the delivery of any such Goods or goods in transit;
- 8.6.7 to withdraw or reduce any agreed monthly credit limit; and
- 8.6.8 to cancel any discount (if any) offered to the Customer.
- 8.7 The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.
- 8.8 All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.
- 8.9 For the avoidance of doubt, and notwithstanding the exercise of any remedy by the Company in accordance with Condition 8.6, or under any other of these Conditions, the Contract, or otherwise, the Customer shall remain liable to pay and shall pay the Company at the Contract rate, any and all payments subsisting at the relevant time.
- 8.10 The Company shall retain a general lien on the full value of all Goods until such Goods (together with any other goods sold to the Customer by the Company under any other contract) have been fully paid for.
- 9 Warranties**
- 9.1 The Company warrants that upon delivery:
- 9.1.1 the Goods will correspond in all material respects with any specification submitted by the Customer and shall be free from any material defects; and
- 9.1.2 if the Customer has made it expressly known to the Company in the Customer's order that the Goods shall be suitable for a particular purpose and the Company has expressly stated in the Company's acceptance of the Customer's order issued pursuant to Condition 2.4 that it will supply Goods suitable for that purpose, then the Goods shall be reasonably fit for the purpose so stated.
- 9.2 The Company shall not be liable for a breach of any of the warranties in Condition 9.1 unless:
- 9.2.1 the Customer gives written notice of any defect in the Goods to the Company within 3 days from the delivery date of the Goods; and
- 9.2.2 the Company is given a reasonable opportunity after receiving the notice of examining the Goods and the Customer returns such Goods to the Company's place of business at the Company's cost for the examination to take place there, or at the option of the Company, the Goods are made available at the Customer's premises for inspection by the Company.
- 9.3 The Company shall not be liable for a breach of any of the warranties in Condition 9.1 if:
- 9.3.1 the Customer makes any further use of any Goods which the Customer has alleged to be defective after giving notice of any such defect; or
- 9.3.2 the defect arises because the Customer failed to follow any oral or written instructions as to the use or storage of the Goods or (if there are none) good trade practice; or
- 9.3.3 the defect arises from any instructions or from any specification submitted by the Customer, or from fair wear and tear, wilful damage, negligence, or from any misuse of the Goods; or
- 9.3.4 the full price for the Goods has not been paid by the time for payment referred to in Condition 8.2; or
- 9.3.5 the defect is of a type specifically excluded by the Company by notice in writing.
- 9.4 Subject to Condition 9.2 and Condition 9.3, if the Goods do not conform to the applicable warranties in Condition 9.1:
- 9.4.1 the Company shall at its option:
- 9.4.1.1 replace the Goods; or
- 9.4.1.2 issue a credit note for the Goods at the pro rata Contract rate; and
- 9.4.2 the Company shall, if it opts to replace defective Goods, then deliver replacement Goods to the Customer (at the Company's expense) and ownership of the defective Goods shall, if it has vested in the Customer, re-vest in the Company.
- 9.5 For the avoidance of doubt (but without prejudice to the provisions of Condition 9.4.1), the failure of any part of the Goods to conform to the applicable warranties in Condition 9.1 shall only render the Company liable to replace or credit

- the value of that part of the Goods which is defective and shall not entitle the Customer to cancel the remainder of the Contract.
- 9.6 If the Company complies with Condition 9.4 it shall have no further liability for any breach of the applicable warranties in Condition 9.1.
- 9.7 Without prejudice to the foregoing provisions of this Condition 9, if the Customer is contracting with the Company as a consumer, Conditions 9.8-9.9 summarise the Customer's key legal rights in relation to the Goods, which are subject to certain exceptions.
- 9.8 The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected life of the Goods, the Customer is entitled to the following:
- 9.8.1 up to 30 days: if the Goods are damaged or faulty, then the Customer can get a refund;
- 9.8.2 up to six months: if the damaged or faulty Goods cannot be repaired or replaced, then the Customer is entitled to a refund of up to the full amount, in most cases;
- 9.8.3 up to six years: in the event that the Goods can be expected to last up to six years the Customer may be entitled to a repair or replacement, or, if the Goods cannot be repaired or replaced, the Customer may be entitled to some of its money back.
- 9.9 If the Customer wishes to exercise its legal rights to reject the Goods the Customer must return the Goods or allow the Goods to be collected by the Company. The Company will pay the reasonable costs of return or collection.
- 10 Limitation of Liability and Indemnity**
- 10.1 Save for any stipulation as to the Company's liability contained elsewhere in these Conditions, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:
- 10.1.1 any breach of these Conditions;
- 10.1.2 any use made or resale by the Customer of any of the Goods; and
- 10.1.3 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 10.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
- 10.3 Nothing in these Conditions excludes or limits the liability of the Company:
- 10.3.1 for death or personal injury caused by the Company's negligence; or
- 10.3.2 under section 2(3), Consumer Protection Act 1987; or
- 10.3.3 for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or
- 10.3.4 for fraud or fraudulent misrepresentation.
- 10.4 Subject to Condition 10.2 and Condition 10.3:
- 10.4.1 the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price; and
- 10.4.2 the Company shall not be liable to the Customer for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or for any claims for indirect, special or consequential compensation whatsoever
- (howsoever caused) which arise out of or in connection with the Contract.
- 10.5 The Customer shall hold the Company harmless and keep the Company fully and promptly indemnified against all direct, indirect or consequential liabilities to the extent that any such liabilities arise directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract.
- 11 Confidential Information**
- The Customer shall not disclose to any third party any information disclosed to it by the Company which is confidential (or which could reasonably be supposed to be confidential) and shall not use any such information for any purpose other than to perform its obligations under the Contract. The Company shall, however, be free to disclose the Company's role and involvement in the sale of the Goods to the Customer for the purposes of advertising or otherwise promoting the Company's work.
- 12 Termination**
- 12.1 The Company may terminate the Contract forthwith by written notice to the Customer if:
- 12.1.1 the Customer fails to make any payment due to the Company hereunder within 3 days of its due date; or
- 12.1.2 the Customer commits a material or continuing breach of any of the provisions of the Contract and if the breach is capable of remedy, fails to remedy it within 3 days of receiving written notice of the breach; or
- 12.1.3 the Customer has a bankruptcy order made against it or makes an arrangement or composition with its creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed over its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Customer, or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or
- 12.1.4 the Customer suffers or allows any execution distress or diligence, whether legal or equitable, to be levied on its property or obtained against it, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or a secured lender to the Customer takes any steps to obtain possession of the secured property or otherwise enforce its security, or the Customer ceases or threatens to cease to trade; or
- 12.1.5 the Company reasonably believes that any of the events set out sub-clauses 12.1.3 or 12.1.4 are likely to occur.
- 12.2 Upon termination of the Contract (howsoever or by whomsoever occurring):
- 12.2.1 the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Goods sold

- but in respect of which no invoice has been submitted, the Company may submit an invoice, which shall be payable immediately on receipt;
- 12.2.2 the Company may exercise its rights under Condition 6 hereof to recover any Goods from the Customer for which payment has not been made in full, whether or not such payment is due; and
- 12.2.3 the accrued rights of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

### 13 Force Majeure

If, and to the extent that, any failure to perform, or delay in performance, on the part of the Company, shall be the result of any Act of God, riot, strike, lockout, insurrection, civil disorder, natural catastrophe, or the exercise of authority of any governmental agency, or any political subdivision of any of same, or any other event beyond the reasonable control of the Company, its agents or employees, the Company shall be excused from further performance until the cause of the interruption has abated, and shall not be liable for any loss, cost or expense resulting from such failure to perform or delay in performance of its obligations hereunder.

### 14. Orders for Goods placed through the Company's Website

- 14.1 [www.bassbags.co.uk](http://www.bassbags.co.uk) (the site) is a website owned and operated by Bass Bags Limited. The Company is registered in England and Wales under company number 08374795, having its registered office and main trading address at Chevin House, 33 Avenue Road, Duffield, Belper, Derbyshire, DE56 4DW, United Kingdom.
- 14.2 If the Customer wishes to purchase Goods through the site, the Customer is agreeing to comply with and be bound by the terms and conditions contained in this Condition 14, which together with all other applicable terms and conditions incorporated in these Conditions shall govern all sales made through the site (save that in the event of any conflict, the terms and conditions contained in this Condition 14 shall prevail).
- 14.3 The content of the pages of the site is for the Customer's general information and use only and is subject to change without notice.
- 14.4 All Goods are offered by the Company subject to availability and the Company reserves the right to cancel any order placed by the Customer if the Company has insufficient stock to deliver the Goods the Customer has ordered.
- 14.5 By placing an order through the site, the Customer warrants that:
- 14.5.1 the Customer is legally capable of entering into binding contracts; and
- 14.5.2 the Customer is at least 18 years old.
- 14.6 All orders are subject to acceptance by the Company, and the Company will confirm such acceptance to the Customer by sending the Customer an e-mail dispatch notification together with a delivery note verifying that the Goods are ready to be dispatched (the **Dispatch Notification**). The Contract between the Customer and the Company will only be formed when the Company sends the Customer the Dispatch Notification.
- 14.7 The Contract will relate only to those Goods whose dispatch the Company has verified in the Dispatch Notification. The Company will not be obliged to supply any other Goods which may have been part of the Customer's order until the dispatch of such Goods has been verified in a separate Dispatch Notification.
- 14.8 The Customer's order will be fulfilled by the delivery date set out in the Dispatch Notification or, if no delivery date is specified, then within a reasonable time of the date of the Dispatch Notification.
- 14.9 The Company will deliver the Goods ordered by the Customer to the address the Customer gives the Company

for delivery when the Customer places its order. It is the Customer's responsibility to ensure that the delivery address is accurate and complete; the Customer must also ensure that there will be somebody to sign for and take delivery of the Goods upon delivery.

- 14.10 All deliveries will be made by Royal Mail or by a reputable courier company and will be charged at the rates set out in the site at the time of purchase.
- 14.11 The Customer may be required to pay extra for delivery to certain destinations and it might not be possible for the Company to deliver to some locations. If the Company is unable to deliver to the Customer's location the Company will notify the Customer of this by email and invite the Customer to choose a different delivery location; if the Customer is unable or unwilling to do this, the Company reserves the right to cancel the Customer's order and refund the Customer's payment.
- 14.12 If the Customer's order is returned to the Company because Royal Mail or the courier could not complete delivery to the Customer for any reason, the Customer will be responsible for the additional delivery charges if the Goods are re-delivered. The Company will contact the Customer upon the return of the Goods to the Company by Royal Mail or by the courier and the Company can either arrange re-delivery of the Goods, or the Customer will have the option of cancelling the Customer's order and the Company will refund the Customer's payment, less delivery charges.
- 14.13 For small orders, the Company will be entitled to make a small order charge.
- 14.14 In the event that the Customer is in breach of the Contract, the Company reserves the right to refuse to supply the Customer with any additional Goods, or to suspend the delivery of any Goods, without limiting any other remedy available to the Company. The Company may exercise this right until such time as the breach has been remedied, where such breach is remediable.
- 14.15 All quoted prices include VAT (where applicable) unless otherwise stated. Delivery charges will be added to the sales total at the checkout stage.
- 14.16 The price of the Goods will be as quoted on the site from time to time, except in cases of obvious error.
- 14.17 All prices and charges shown on the site are in UK pounds sterling, which is the currency in which the Customer will be billed.
- 14.18 Prices are liable to change at any time, but changes will not affect orders in respect of which the Company has already sent the Customer a Dispatch Notification.
- 14.19 The site contains a large number of Goods and it is always possible that, despite the Company's best efforts, some of the Goods listed on the site may be incorrectly priced. The Company will normally verify prices as part of the Company's dispatch procedures so that, where the correct price of the Goods is less than the Company's stated price, the Company will charge the lower amount when dispatching the Goods to the Customer. If the correct price of the Goods is higher than the price stated on the site, the Company will normally, at the Company's discretion, either contact the Customer for instructions before dispatching the Goods, or reject the Customer's order and notify the Customer of such rejection.
- 14.20 The Company is under no obligation to provide the Goods to the Customer at the incorrect (lower) price, even after the Company has sent the Customer a Dispatch Notification, if the pricing error is obvious and unmistakable and could have reasonably been recognised by the Customer as a mispricing.
- 14.21 Payment in full for all Goods is required at point of sale. Goods will not be dispatched until full payment has been received; this will not be deemed to have occurred until the credit or debit card used by the Customer to make payment has been verified. The Company accepts payment with the following credit and debit cards, Visa and MasterCard.

- 14.22 The Customer will have statutory cancellation rights if the Customer is contracting with the Company as a consumer and the Contract is a distance contract or off-premises contract within the meaning of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the "**Regulations**").
- 14.23 Under the Regulations, a consumer may cancel a Contract (without giving any reason for cancellation) at any time within the period:
- 14.23.1 beginning upon the submission of the Customer's order; and
- 14.23.2 ending at the end of 14 days after the day on which the Goods come into the Customer's physical possession or the physical possession of a person identified by the Customer to take possession of them (or, if the Contract is for the supply of multiple Goods, lots or pieces of something, 14 days after the day on which the last of those Goods, lots or pieces comes into the Customer's physical possession or the physical possession of a person identified by the Customer to take possession of them).
- 14.24 In order to cancel a Contract on the basis described in Condition 14.23, the Customer must inform the Company of the Customer's decision to cancel. The Customer may inform the Company by means of any clear statement setting out the decision. To meet the cancellation deadline, it is sufficient for the Customer to send the Customer's communication concerning the exercise of the right to cancel before the cancellation period has expired.
- 14.25 The Customer must send the Goods back to the Company or hand them over to the Company or a person authorised by the Company to receive them. The Customer must comply with the Customer's obligations referred to in this Condition 14.25 without undue delay and in any event not later than 14 days after the day on which the Customer informs the Company of the Customer's decision to cancel the Contract. The Customer must pay the direct cost of returning the Goods.
- 14.26 If the Customer cancels a Contract on the basis described in Condition 14.23, the Customer will receive a full refund of the amount the Customer paid to the Company in respect of the order.
- 14.27 If the value of the Goods returned by the Customer is diminished by any amount as a result of the handling of those Goods by the Customer beyond what is necessary to establish the nature, characteristics and functioning of the Goods, the Company may recover that amount from the Customer. The Company may recover that amount by deducting it from any refund due to the Customer or require the Customer to pay that amount direct to the Company. Handling which goes beyond the sort of handling that might reasonably be allowed in a store will be "beyond what is necessary to establish the nature, characteristics and functioning of the Goods" for these purposes.
- 14.28 Unless the Company has offered to collect the Goods, the Company will process a refund due to the Customer as a result of a cancellation on the basis described in Condition 14.23 within the period of 14 days after the day on which the Company receives the returned Goods or (if earlier) after the day on which the Customer supplies to the Company evidence of having sent the Goods back. If the Company has not sent the Goods to the Customer at the time of cancellation or has offered to collect the Goods, the Company will process a refund due to the Customer without undue delay and, in any case, within the period of 14 days after the day on which the Company is informed of the cancellation.
- 14.29 The cancellation right described in Condition 14.23 is in addition to any other right that the Customer might have to reject the Goods, for instance because they are faulty or defective.
- 14.30 The Customer will not have the right to cancel a Contract on the basis described in Condition 14.23 in respect of any Goods which are ordered, made or customised in accordance with the Customer's specific requirements.
- 14.31 If the Customer does not satisfy the criteria for exercising the statutory cancellation rights described in Conditions 14.22-14.30, the Customer may not cancel the Contract unless otherwise agreed with the Company in writing and such agreement will only be given, subject to the payment of adequate compensation and expenses incurred in connection with the Contract and for any loss of profit. The Company may in addition impose a cancellation, restocking and administrative charge at its discretion.
- 15 General**
- 15.1 The Contract and these Conditions constitute the entire agreement between the parties, supersede any previous agreement or understanding and subject to the provisions of Condition 3.4, may not be varied except in writing between the parties.
- 15.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice and in either event the notice shall be given by recorded delivery.
- 15.3 Neither the Company nor the Customer intends that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 15.4 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 15.5 If any provision of the Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Conditions and the remainder of the provision in question shall not be affected.
- 15.6 Each party to any dispute arising under or in connection with the Contract shall be responsible for the payment of its own legal fees, subject always to the decision of any arbitrator or court regarding the allocation or apportionment of costs.
- 15.7 Any dispute arising under or in connection with the Contract shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application of either party by the President for the time being of The Law Society.
- 15.8 English law shall apply to the Contract, and the parties agree to submit to the exclusive jurisdiction of the English courts.