

## 1. THESE TERMS

1.1 **What these terms cover.** These are the terms and conditions on which we supply products to you.

## 2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 **Who we are.** We operate the website [www.havwoods.co.uk](http://www.havwoods.co.uk) ("**Website**"). We are Havwoods Limited a company registered in England and Wales. Our company registration number is 01225320 and our registered office is at Carnforth Business Park, Oakwood Way, Carnforth, LA5 9FD. Our registered VAT number is GB156277742.

2.2 **Use of our website.** Your use of our Website is governed by our Terms and Website Use which can be found at [www.havwoods.co.uk/search/terms-of-website-use](http://www.havwoods.co.uk/search/terms-of-website-use) and our Website Acceptable Use policy which can be found at [www.havwoods.co.uk/search/website-acceptable-use-policy](http://www.havwoods.co.uk/search/website-acceptable-use-policy). Please take the time to read these.

2.3 **How to contact us.** Please see our 'contact us' page at [www.havwoods.co.uk/contact.php](http://www.havwoods.co.uk/contact.php) or telephone us on 01524 737000. Alternatively you can email us at [info@havwoods.co.uk](mailto:info@havwoods.co.uk). **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. "**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 will take place when we call or email you to accept it or, in the event that this does not happen, when we actively begin to fulfil your order, at which point a contract will come into existence between us. You must ensure that the details of your order for the products are complete and accurate before you submit your order. If there is a mistake, please contact us as soon as possible to discuss.

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. This might be because the product is out of stock, unexpected limits on our resources which we could not reasonably plan for, a credit reference we have obtained for you does not meet our minimum requirements, we have identified an error in the price or description of the product or we are unable to meet a delivery deadline you have specified.

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 ("**Order Confirmation**"). It will help us if you can tell us the order number whenever you contact us about your order.

3.4 **Quotations.** If we have provided a quote for products, this is only valid for 30 days.

## 4. OUR PRODUCTS

4.1 **Description and material specification.** The quantity and description of the products shall be as set out in our quotation or Order Confirmation.

4.2 **Products may vary slightly from their pictures.** Any samples, drawings, images, descriptive matter, or advertising produced by us and any descriptions or illustrations contained in our catalogues, websites (including the Website) or brochures are produced for the sole purpose of giving an approximate idea of the products described in them. They shall not form part of the contract or have any contractual force. The images of the products 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 will accurately reflect the colours of the products.. **Product Packaging may vary.** The packaging of the products may vary from that shown on images.

4.3 **Making sure your measurements are accurate.** If we are making the product to your measurements you are responsible for ensuring that these measurements are correct. Although we have made every effort to be as accurate as possible, all sizes, weights, capacities, dimensions and measurements indicated in our catalogues, websites (including the Website) or brochures or elsewhere are approximate only save that:

- (a) the thickness of the wooden flooring products may vary by 2mm (plus or minus) against their description; and
- (b) the width of the wooden flooring products may vary by 5mm (plus or minus) against their description.

4.4 **Products may vary.** Due to the nature of wooden flooring products, we cannot guarantee:

- (a) the moisture content of the wooden flooring products, which may vary from batch to batch;
- (b) the profiles of tongue and groove which may vary from batch to batch; and
- (c) the colour and consistency of wooden flooring products, which may vary from any samples and change as a result of the passage of time.

4.5 **Supplying alternative products.** We are entitled to supply an alternative product to match as closely as possible to the products that you have ordered. We will provide you with reasonable notice as soon as this becomes apparent and you will have the option to accept the alternate product or cancel your order. **Supplying excess products:** We are entitled to deliver up to 5% more than the quantity order by you. We shall not charge you for the excess however it shall be your responsibility to dispose of any excess.

4.6 **Who is responsible for installing the product?** You and/or your installer shall be responsible for determining whether the products are fit for purpose where they are to be used for a particular purpose and whether they are suitable for the intended installation and location. You agree, acknowledge and accept that we are a supplier of products only and nothing is to be taken as a warranty, representation or otherwise that we have provided any design advice or installation instruction upon which you are entitled to place any reliance. We are not responsible for installing the products and subject to clause 16.2, we shall have no liability for any damage to the products or any other property, person or otherwise caused during the installation of the products. Any guidelines or instructions that we may provide in relation to installation are to act as a manufacturer's guide only, are not installation location or product specific and should not be relied upon for the proper installation of the products, which should be carried out by an appropriately skilled professional. **Training courses on how to install the products.** We do provide training courses on installing the products and these courses are designed for experienced sub-contractors. The training course includes a one, two or three day course providing guidance to the installers on how to best install and maintain the products. Please contact us for more information.

4.7 **Your responsibility to maintain the product.** You shall be responsible for ensuring that the products are fully and properly maintained, including:

- (a) by ensuring that the products are stored and maintained in accordance with any manufacturer's guidance or instructions and good practice (including, but not limited to, being kept at the appropriate humidity level); and
- (b) by ensuring that wooden flooring products are adequately protected against damage (including but not limited to scratches, dents and scuff marks) including by sanding, sealing and using cloth furniture protectors in accordance with manufacturers guidance or instructions or good practice.

4.8 **How our timber products are sourced.** We are committed to comply with EU Timber Regulations. All timber and timber products provided by us to you are in line with the EU regulations on timber contained in Regulations (EU) No 995/2010 of the European Parliament (the "**Regulations**") and of the council to the best of our knowledge and belief. In accordance with Article 4(2) of the Regulations we exercise all necessary yet proportionate due diligence procedures outlined in Article 6 of the same to ensure that any timber or timber product provided by us to you has been legally harvested in accordance with the Regulations and the applicable legislation of its origin country (be it member state or not).

## 5. YOUR RIGHTS TO MAKE CHANGES

**You may be able to make changes to your order.** 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. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 8).

## 6. OUR RIGHTS TO MAKE CHANGES

**Changes to the products.** We may change the product to reflect changes in relevant laws and regulatory requirements. In addition, we may make more significant changes to these terms or the product, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any products paid for but not received.

## 7. PROVIDING THE PRODUCTS

7.1 **Delivery costs.** The price of the products does not include delivery charges. Our delivery charges are as quoted on our Website from time to time. To check the relevant delivery charges, please refer to Our Delivery Charges page [www.havwoods.co.uk/Engineered-and-Solid-Wood-Flooring-UK-Europe-Havwoods.php](http://www.havwoods.co.uk/Engineered-and-Solid-Wood-Flooring-UK-Europe-Havwoods.php).

7.2 **International delivery.** We can deliver to countries outside of the United Kingdom. However, there are restrictions on some products for certain countries, so please contact us before ordering to check whether we are able to deliver to your preferred country or location and for delivery charges import duties and taxes which may be applied when the delivery reaches that destination. We have no control over these charges and cannot

- predict their amount. You will be responsible for payment of any and all such import duties and taxes, together with all storage or redelivery costs that we may incur if you are not available to accept delivery on the date notified to you. Please contact your local customs office for further information. You must comply with all applicable local laws and regulations and we will not be liable or responsible if you break any such law.
- 7.3 **When we will provide the products.** During the order process we will let you know when we will provide the products to you, which unless we agree otherwise, or we have agreed to deliver to a location outside of the United Kingdom, shall be within 30 days of the date of your order. We shall deliver the products to the address that you have provided us within your order, or such other locations as we shall agree in writing ("**Delivery Location**") provided always that we are permitted to do so by law. If you wish to collect the products from us, you must notify us of this upon placing your order.
- 7.4 **When is the delivery completed.** Delivery of the order shall be completed when we deliver the products to the Delivery Location or make the order available to you for collection ("**Delivery**") and we shall use reasonable endeavours to deliver each of the orders for the products by the estimated delivery date which we shall notify you of by email or by telephone or in person prior to dispatch. We will use reasonable endeavours to confirm a delivery date at least 3 Business Days prior to Delivery. Time of delivery shall not be of the essence of the contract and the products may be delivered up to 10 Business Days after the estimated delivery date and if we are unable to meet the estimated delivery date because of an Event Outside Our Control (see clause 14), we will contact you with a revised estimated delivery date. Subject to clause 7.6, we do not handle or unload the products. You must ensure that adequate equipment and personnel are available to unload the products.
- 7.5 **We are not responsible for delays outside our control.** If our supply of the products is delayed by an Event outside Our Control we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.
- 7.6 **Handling and unloading the products.** Unless you have requested in your order and agreed to pay for the dedicated delivery service that we offer (which means that we will arrange for the products to be unloaded (but not, for the avoidance of doubt, installed) at the Delivery Location), we do not handle or unload the products on their arrival at the Delivery Location.
- 7.7 **Collection by you.** If you have asked to collect the products from our premises, you can collect them from us at any time during our working hours of 0800 to 1600 on weekdays (excluding public holidays).
- 7.8 **If you are not at the Delivery Location when the product is delivered.** If no one is available at your address to take delivery and the products cannot be posted, we will contact you to arrange re-delivery. You will be responsible for costs of redelivery where we have confirmed a delivery date with you in accordance with clause 7.4.
- 7.9 **If you do not re-arrange delivery.** If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 10.2 will apply.
- 7.10 **Your legal rights if we deliver products late.** You have legal rights if we deliver any products late. If we miss the delivery deadline for any products then you may treat the contract as at an end straight away if any of the following apply:
- we have refused to deliver the products;
  - delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
  - you told us in writing before we accepted your order that delivery within the delivery deadline was essential, and this was confirmed in our Order Confirmation.
- 7.11 **Setting a new deadline for delivery.** If you do not wish to treat the contract as at an end straight away, or do not have the right to do so under clause 7.10, you can give us a new deadline for delivery, which must be reasonable, and you can treat the contract as at an end if we do not meet the new deadline.
- 7.12 **Ending the contract for late delivery.** If you do choose to treat the contract as at an end for late delivery under clause 7.10 or clause 7.11, you can cancel your order for any of the products or reject products that have been delivered. If you wish, you can reject or cancel the order for some of those products (not all of them), unless splitting them up would significantly reduce their value. After that we will refund any sums you have paid to us for the cancelled products and their delivery. If the products have been delivered to you, you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please call customer services telephone line or email us at [info@havwoods.co.uk](mailto:info@havwoods.co.uk) for a return label or to arrange collection.
- 7.13 **When you become responsible for and own the products.** A product will be your responsibility from the time we deliver the product to the address you gave us (prior to unloading) or at the point that you or a carrier organised by you collect it from us (prior to loading). You will own a product once we have received payment in full.
- 7.14 **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 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.
- 7.15 **Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product to:
- deal with technical problems or make minor technical changes;
  - update the product to reflect changes in relevant laws and regulatory requirements;
  - make changes to the product as requested by you or notified by us to you (see clause 6);
  - recover outstanding credit balances owing by you to us.
- 7.16 **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 15.6), 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 15.8). 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 15.7).
- 8. YOUR RIGHTS TO END THE CONTRACT**
- 8.1 **You can always end your contract with us.**
- If the product is faulty or mis-described you may have a legal right to end the contract (or to get the product repaired or replaced or to get some or all of your money back), see clause 13;
  - 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;
  - If you have 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 products;
  - In all other cases (if we are not at fault and there is no right to change your mind), see clause 8.6.
- 8.2 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:
- we have told you about an upcoming change to the product or these terms which you do not agree to (see clause 6);
  - 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;
  - there is a risk that supply of the products may be significantly delayed because of events outside our control;
  - 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 7 days; or
  - you have a legal right to end the contract because of something we have done wrong (including because we have delivered late (see clause 7.10)).

- 8.3 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most products bought over the telephone, by mail order or by exchange of emails 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.
- 8.4 **When you don't have the right to change your mind.** You do not have a right to change your mind in respect of bespoke or custom-made products supplied by us specifically for you to your specifications or in respect of products which have been installed or otherwise modified or tampered with or inseparably mixed with other items after delivery.
- 8.5 **How long do I have to change my mind?** You have 14 days after the day you (or someone you nominate) receives the products, or where the products are split into several deliveries over different days, 14 days after the date of the last delivery) to notify us that you wish to cancel the contract for the products.
- 8.6 **Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind (see clause 8.4), you can still end the contract before it is completed, but you may have to pay us compensation. If you want to end a contract before it is completed where we are not at fault and you have not changed your 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, including but not limited to a restocking fee of 20% of the total price of the contract being cancelled.
- 8.7 **Returning products after the contract is completed.** As a gesture of goodwill, Havwoods may (at its discretion) allow you to return products to us even if we are not at fault and you do not have a right to change your mind under clause 8.3 provided always that:
- the products have not been removed from their packaging or in any way handled, modified or installed (such that they are no longer in a saleable condition);
  - the products are not bespoke or custom made to your measurements or specifications;
  - the products are returned to us at your cost within 30 days from the Delivery Date; and
  - you pay to us a restocking fee of 20% of the total price of the products being returned.
- 9. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)**
- 9.1 **Tell us you want to end the contract.** To cancel a contract, please contact our customer services telephone line or email us at [info@havwoods.co.uk](mailto:info@havwoods.co.uk). Telephone cancellations must be confirmed in writing. A sample cancellation notice can be found on our Website at [www.havwoods.co.uk](http://www.havwoods.co.uk). You may wish to keep a copy of your cancellation notification for your own records. If you send us your cancellation notice by email or by post, then your cancellation is effective from the date you sent us the email or posted the letter to us. If you call us, your cancellation is effective from the date you telephone us.
- 9.2 **Returning products after ending the contract.** You must return the products to us as soon as reasonably practicable and in any event within 30 days of ending the contract. If the products require collection, we will collect the products from the address to which they were delivered. We will contact you to arrange a suitable time for collection.
- 9.3 **When we will pay the costs of return.** We will pay the costs of return:
- if the products are faulty or incorrectly described;
  - 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 significant 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 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.
- 9.5 **How we will refund you.** 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 **Deductions from refunds.** If you are exercising your right to change your mind:
- We may reduce your refund of the price (excluding delivery costs) 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.
  - The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. 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.
- 9.7 **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:
- if we have not offered to collect the products, your refund will be made within 14 days 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; and
  - in all other cases, your refund will be made within 14 days 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:
- 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;
  - 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;
  - 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.
- 10.3 **We may withdraw the product.** We may write to you to let you know that we are going to stop providing a product you ordered. We will let you know at least 14 days in advance of our stopping the supply of the product and refund any sums you have paid in advance.
- 11. MANUFACTURER GUARANTEES**
- Does the product come with a manufacturer guarantee?** Some of the products come with a manufacturer's guarantee. For details of the applicable terms, please refer to the manufacturer's guarantee provided. A manufacturer's guarantee is in addition to your legal rights in relation to the products that are faulty or not as described. Advice about your legal rights is available from your local Citizen's Advice Bureau or Trading Standards office.
- 12. OUR WARRANTY FOR THE PRODUCTS**
- 12.1 **Our warranty.** For products which do not have a manufacturer's guarantee, we provide a warranty that the products shall be free from material defect and remain so until the earlier of:
- 12 months after Delivery; or
  - the "use by", "expiry" or "best before" period stated on the packaging, labelling or other documentation accompanying the products on Delivery, however, this warranty in this clause 12.1 does not apply in the circumstances described in clause 12.2.
- 12.2 **What isn't covered by our warranty?** Our warranty in clause 12.1 does not apply to any defect in the products arising from:
- fair wear and tear;
  - wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party including but not limited to upon the installation of the products;
  - where you or any third party fails to operate, install, protect, maintain or use the products in accordance with our oral or written instructions, user or manufacturer's guidelines or good trade practice;
  - any alterations or repair to the products by you or by a third party; or
  - us following any drawing, design, instruction or specification supplied by you in supplying the products.

12.3 **Our warranty does not affect your legal rights.** Our warranty is in addition to your legal rights in relation to products that are faulty or not as described. Advice about your legal rights is available from your local Citizen's Advice Bureau or Trading Standards office.

### 13. IF THERE IS A PROBLEM WITH THE PRODUCT

13.1 **How to tell us about problems.** If you have any questions or complaints about a product, please contact our customer services telephone line or email us at [info@havwoods.co.uk](mailto:info@havwoods.co.uk). If you call us, we'll try to sort out your complaint while you're on the phone. If this isn't possible, the advisor will agree a course of action with you. If after contacting us you feel we still haven't resolved your complaint satisfactorily, please email or write to our Head of Customer Service at Head Office: Unit 14, Carnforth Business Park, Oakwood Way, Carnforth, LA5 9FD.

13.2 **Summary of your legal rights.** 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 product. 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](http://www.adviceguide.org.uk) or call 03454 04 05 06.

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:

- up to 30 days: if your goods are faulty, then you can get an immediate refund.
- up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

See also clause 8.3.

13.3 **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, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please call our customer services line or email or write to us at [info@havwoods.co.uk](mailto:info@havwoods.co.uk) for a return label or to arrange collection.

### 14. EVENTS OUTSIDE OUR CONTROL

14.1 **What is an Event outside Our Control?** An "Event Outside Our Control" means any act or event beyond our reasonable control, including without limitation the departure of the United Kingdom from the European Union ("Brexit"), strikes, lock-outs 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 of 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.

14.2 **Our liability for an Event outside Our Control.** 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. An Event outside Our Control is defined in clause 14.1.

14.3 **If an Event Outside Our Control occurs.** If an Event Outside Our Control takes place that affects the performance of our obligations under a contract:

- (a) We will contact you as soon as reasonably possible to notify you; and
- (b) Our obligations under the 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 to you, we will arrange a new delivery date with you after the Event outside Our Control is over.

14.4 **Your right to cancel following an Event outside Our Control.** You may cancel the contract if an Event outside Our Control takes place and continues for more than 6 weeks and you no longer wish us to provide the products.

### 15. PRICE AND PAYMENT

15.1 **Where to find the price for the product.** The prices of the products will be as quoted by us to you in writing, on our Website or as published from time to time. We take all reasonable care to ensure that the prices of products are correct at the time when the relevant information was entered onto the system, provided to you, or published, however if we discover an error in the price of products you ordered, please see clause 15.5 for what happens in this event.

15.2 **Value added tax ("VAT").** The price of the products shall be exclusive of any VAT and all costs or charges in relation to packaging, loading, unloading, carriage and insurance, all of which amount you shall be payable in addition when you are due to pay for the products.

15.3 **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.

15.4 **Increase in prices.** We may wish to increase our prices before delivery in the event that Brexit results in the imposition of additional unavoidable costs to us. Please see clause 15.5 for what happens in this event.

15.5 **What happens if we got the price wrong or need to increase our prices?** It is always possible that, despite our reasonable efforts, some of the products on our Website and/or brochures may be incorrectly priced or that we need to increase our prices in accordance with clause 15.1. We will normally check prices as part of our dispatch procedures so that:

- (a) where the products' correct price is less than the price stated on our Website, as provided to you or as published, we will charge the lower amount when dispatching the products to you; and
- (b) if we wish to change the price in accordance with clause 15.4 or if the products' correct price is higher than the price stated on our Website, as provided to you or published, we will contact you as soon as possible to inform you of this and we will give you the option of continuing to purchase the products at the correct or amended 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 in writing. If we have already accepted your order and given you an Order Confirmation, where the pricing error is obvious and unmistakable and could have reasonably 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 products already delivered to you or where we wish to increase the price before the products have been delivered, you may cancel your order and we will return any amounts already paid by you.

15.6 **When you must pay and how you must pay.** You can pay for the products in cash or by making a direct bank transfer in our account, by using a debit or credit card, by cheque. We accept the following credit cards: MasterCard; Visa; Switch; Solo; Visa Delta; Maestro and Visa Electron. Payment for the product and all applicable delivery charges, additional payment and international payment costs must be made at the time you place your order for the products, unless we agree otherwise in writing.

15.7 **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 4% 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.

15.8 **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, we will not charge you interest until we have resolved the issue.

### 16. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

16.1 **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.

16.2 **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 13.2 or including the right to receive products which are: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made

known to us; supplied with reasonable skill and care and, where installed by us, correctly installed; and for defective products under the Consumer Protection Act 1987.

- 16.3 **We are not liable for business losses.** We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

#### 17. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 17.1 **How we will use your personal information.** We will use the personal information you provide to us in accordance with the terms of our privacy notice which can be found at <https://www.havwoods.co.uk/search/privacy-policy-and-cookies>

#### 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. We will always tell you in writing if this happens and ensure that the transfer will not affect your rights under the contract.
- 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. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 18.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the clauses of these terms operates separately.
- 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 future action.
- 18.6 **Which laws apply to this contract and where you may bring legal proceedings?** These terms are governed by English law and you can bring legal proceedings in respect of the 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.

**Model Cancellation Form**

*(Complete and return this form only if you wish to withdraw from the contract)*

To Havwoods Global Holdings Limited, trading as Havwoods International

I/We [\* ] hereby give notice that I/We [\* ] cancel my/our [\* ]  
contract of sale of the following goods [\* ]/for the supply of the following service [\* ],

Ordered on [\* ]/received on [\* ],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[\*] Delete as appropriate  
© Crown copyright 2013.