

SCHIEDEL TERMS OF SALE

Effective as of 10.10.2022.

Please read the following important Terms carefully and check that you agree with them before placing an order on our website.

You must be at least 18 years old to buy products on our website shop.schiedel.com/uk.

By placing an order on our website, you confirm that you agree to these terms and enter into a legally binding agreement with us. If you do not agree to these terms, do not place any orders on our website.

Do you need extra help?

If you would like this contract in another format (for example: audio, large print) please contact us using the contact details at clause 1.2.

Contents

You can either scroll down to read these terms in their entirety (which we recommend you do), or click on one of the links below to go straight to the section you are interested in.

1. [Who we are and how to contact us](#)
2. [About these Terms](#)
3. [When you cannot buy products on our website \(including delivery restrictions\)](#)
4. [Your order and our contract with you](#)
5. [Your rights to cancel your order and contract](#)
6. [Delivery](#)
7. [Price and payment](#)
8. [Your rights if there is a problem with the product](#)
9. [Your rights to end the contract](#)
10. [Our rights to end the contract](#)
11. [Limit on our responsibility to you](#)
12. [Other important terms](#)

1 WHO WE ARE AND HOW TO CONTACT US

1.1. **Who we are.** When we say **we**, **us** or **our**, we mean Schiedel Chimney Systems Limited, a company registered in England and Wales under company number NF004110. We operate the shop.schiedel.com/uk website. Our registered office is at Crowther Road, Crowther Industrial Estate, Washington, Tyne & Wear, NE38 0AQ. Our main trading address is at Crowther Road, Crowther Industrial Estate, Washington, Tyne & Wear, NE38 0AQ. Our VAT number is GB 675 3117 31.

1.2. **How to contact us.** If you wish to contact us for any reason, including because you have any complaints, you think our products are faulty or misdescribed, or wish to end your contract with us, you can contact us by:

- (a) using our website contact form at shop.schiedel.com/uk;
- (b) e-mail at sales.uk@schiedel.com; or
- (c) post at the Schiedel Chimney Systems Ltd, Crowther Road, Crowther, Washington, NE38 0AQ address set out in clause 1.1 (*Who we are*) above.

- 1.3. **How we may contact you.** If we need to contact you, we will do so by using the contact details you have provided to us when placing your order with us or otherwise.

[Back to Contents](#)

2 ABOUT THESE TERMS

- 2.1 **What these Terms cover.** These are the terms and conditions (**Terms**) on which we supply to you our products ordered by you on our website.
- 2.2 **Why you should read these Terms.** These Terms set out your legal rights and responsibilities, our legal rights and responsibilities, and certain key information required by law. Please read these Terms carefully and make sure that you understand them before ordering any products on our website. By placing an order on our website, you confirm that you agree to these terms and enter into a legally binding agreement with us. If you do not agree to these terms, do not place any orders on our website.
- 2.3 **Language of these Terms.** These Terms are only available in English. No other languages will apply to the sale of our products through our website.
- 2.4 **Changes to these Terms.** We may amend these Terms from time to time. Please look at the top of this page to check when these Terms were last updated. Save as set out in clause 2.5 (*Changes in law*) below, every time you order products from us, we will ask you to accept our terms and the terms in force at the time of your order will apply to that order and the contract between you and us.
- 2.5 **Changes in law.** We may also revise these Terms as they apply to your existing order from time to time to reflect any changes in relevant laws and regulatory requirements. If we need to revise these Terms as they apply to your existing order, we will contact you to give you reasonable advance notice of the changes. We will also let you know how to cancel the contract between you and us for the products ordered before that change if you are not happy with the changes. In such circumstances, you may cancel either in respect of all the affected products or just the products you have yet to receive. If you opt to cancel, you will have to return (at our cost) any relevant products you have already received and we will arrange a full refund of the price you have paid, including any delivery charges.
- 2.6 **There are other documents that apply to you.** These Terms refer to the following additional documents, which also apply to you:
- (a) **Returns Policy** and **Refund Policy**, which set out our policies relating to cancellations, refunds and returns; and
 - (b) **Privacy Policy**, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information, and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

[Back to Contents](#)

3 WHEN YOU CANNOT BUY PRODUCTS ON OUR WEBSITE (INCLUDING DELIVERY RESTRICTIONS)

- 3.1 ***You must be at least 18 years old.*** You must be at least 18 years old to accept our Terms and buy our products on our website.
- 3.2 ***You may only buy goods on our website for non-business reasons.*** You may only buy goods on our website for your private purposes (that is purposes which are wholly or mainly outside your trade, business, craft or profession). If you wish to buy goods from us for non-business purposes, please contact us using one of the methods set out in clause 1.2 (*How to contact us*) of these Terms.
- 3.3 ***Delivery restrictions.*** We only deliver our goods to the UK and Ireland.

[Back to Contents](#)

4 YOUR ORDER AND OUR CONTRACT WITH YOU

- 4.1 ***How order goods on our website.*** To place an order on our website you need to take the following steps:
- (a) add the product you wish to buy to your shopping basket and proceed to the checkout page;
 - (b) once on the checkout page, enter your name, delivery address, and contact information, or, if you choose to pay by Klarna or by card you need to log into your account with your payment providers and check whether the information they hold for you is correct and up-to-date;
 - (c) proceed to the shipping page, select your preferred method of delivery and enter your promotion or discount code (if applicable);
 - (d) proceed to the payment page, select your preferred method of payment, and provide payment and billing information requested on that page or check whether the information pre-populated on that page is correct and up-to-date; and
 - (e) read these Terms and select the "ORDER AND PAY" button to confirm that you agree with our Terms, and to place and pay for your order.
- 4.2 ***You must use accurate information.*** You must use accurate, up-to-date and complete information when placing your orders. If you unsure on how to place an order for goods on our website using the above methods you can contact us for assistance using the contact options presented to you at checkout.
- 4.3 ***How to make changes to your order.*** Please check your order carefully before submitting it. If you need to cancel your order or correct any errors in your order before submitting it to us, you can do so using the buttons available on screen during the ordering process. If you wish to make a change to your order after you have submitted it to us, please contact us using one of the contact methods set out in clause 1.2 (*How to 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 delivery, or anything else which would be necessary as a result of the change your requested, 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 cancel your order/contract (see clause 5, *Your rights to cancel your order and contract*).

4.4 ***Our contract with you.*** We will only accept your order when we email or call you to confirm this and set out the estimated delivery date. At this point, a legally binding contract will be in place between you and us, and we will dispatch the goods to you. Our contract with you will end when we deliver your order to you. If we deliver your order in instalments, our contract with you will end when the last delivery takes place.

4.5 ***If we cannot accept your order.*** If we are unable to accept your order, we will email you to inform you about it, and no contract between us will come into force. This might be, for example, because: the goods are unavailable; we cannot authorise your payment; you are not allowed to buy the goods from us; we are not allowed to sell the goods to you; or there has been a mistake on the pricing or description of the goods. If we do not accept your order, we will refund your payment for your order by the method you used for payment as soon as possible and in any event within 14 days.

[Back to Contents](#)

5 YOUR RIGHTS TO CANCEL YOUR ORDER AND CONTRACT

5.1 ***Your statutory 'cooling-off' period cancellation rights.***

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, if you buy goods online, you have the right to change your mind, cancel your purchase within the 'cooling-off' period, and receive a refund.

These rights are subject to certain exceptions. For detailed information from Citizens Advice please visit www.citizensadvice.org.uk.

Nothing in these Terms affects your legal rights under the Regulations. You may also have other rights in law.

5.2 ***Your statutory right to cancel your order.*** You have the right to withdraw your order without incurring any liability after you have placed your order and before we email or call you to confirm that we have accepted your order. To exercise this right, please let us know using one of the contact methods set out in clause 1.2 (*How to contact us*).

5.3 ***Your statutory right to cancel the contract.*** After we have confirmed that we have accepted your order, you have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire:

- (a) 14 days after the day you (or someone you nominate) receives the goods; or
- (b) if your goods are split into several deliveries over different days, 14 days after the day you (or someone you nominate) receives the last delivery.

5.4 ***How to cancel the contract.*** To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement using one of the contact methods set out below. You can use the model cancellation form set out in the box below, but it is not obligatory.

Cancellation form

By post to: Schiedel Chimney Systems Limited, Washing Bay Road, Coalisland, County Tyrone, BT71 4MD, United Kingdom.

By email to: sales.uk@schiedel.com.

I hereby give notice that I cancel my contract of sale of the following goods: ,

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

Name of consumer,

Address of consumer,

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

Date

[] Delete as appropriate*

- 5.5 **Cancellation deadline.** To meet the cancellation deadline, it is sufficient if you send your communication concerning your exercise of the right to cancel before the cancellation period in clause 5.3 has expired.
- 5.6 **Refunds.** If you cancel your contract with us, we will reimburse to you all payments we receive from you, including the costs of standard delivery (but not any supplementary costs of non-standard types of deliveries offered by us).
- 5.7 **Deductions from refunds.** We may make a deduction from the reimbursement (excluding delivery costs) to reflect any reduction in the value of the goods caused by unnecessary handling by you 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 to cover the loss in value of the goods.
- 5.8 **When we will make the refund.** We will make the reimbursement without undue delay, and not later than:
- (a) 14 days after the day we received back from you any goods supplied; or
 - (b) (if earlier) 14 days after the day you provide evidence that you have returned the goods; or
 - (c) if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.
- 5.9 **How we will make the refund.** We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

5.10 **Returning the goods after ending the contract.** If you have received goods before or after cancelling the contract:

- (a) you must send back the goods to us at our trading address at Crowther Road, Crowther, Washington NE38 0AQ address set out in clause 1.1 (*Who we are*), without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired;
- (b) you will have to bear the direct cost of returning the goods; and
- (c) you are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

[Back to Contents](#)

6 DELIVERY

6.1 **Countries to which we deliver orders.** We deliver to the UK and Ireland.

6.2 **You have to comply with all applicable laws.** You must comply with all applicable laws and regulations of the country for which the products are destined. We will not be liable or responsible if you break any such law.

6.3 **Delivery costs.** The costs of delivery will be as displayed on our website before you place your order for the goods.

6.4 **Delivery options.** You can choose your preferred delivery option when placing your order on our website.

6.5 **Delivery time.** The estimated date for delivery of the goods will be set out in the email, in which we confirm acceptance of your order (see clause 4.5, *Our contract with you*).

6.6 **Delays outside our control.** If something happens, which is outside of our control, and affects the estimated date of delivery, we will let you have a revised estimated date for delivery of the goods.

6.7 **Completion of delivery.** Delivery of the goods will take place when our delivery provider delivers them to the address that you gave to us.

6.8 **Responsibility for the goods.** We are responsible for the goods until they are delivered to you. You are responsible for the goods when delivery has taken place. In other words, the risk in the goods passes to you when they are delivered to you.

6.9 **If you are not at home when the product is delivered.** If no one is available at your address to take delivery and the goods cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange delivery or collect the goods from a local depot.

6.10 **If you do not re-arrange delivery.** If you do not collect the goods from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from 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 (*You must compensate us if you break the contract*) will apply.

- 6.11 ***Your legal rights if we deliver goods late.*** Unless you and we agree otherwise, if we do not deliver your goods within 30 days after the day on which the contract is entered into (see clause 4.5, *Our contract with you*), you may treat the contract as at end if:
- (a) we have refused to deliver the goods;
 - (b) delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
 - (c) you told us before we accepted your order that delivery within the delivery deadline was essential.
- 6.12 ***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 6.12 (*Your legal rights if we deliver goods late*), 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.
- 6.13 ***Ending the contract for late delivery.*** If you do choose to treat the contract as at an end for late delivery under clause 6.12 (*Your legal rights if we deliver goods late*) or clause 6.13 (*Setting a new deadline for delivery*), you can cancel your order for any of the goods or reject goods that have been delivered. If you wish, you can reject or cancel the order for some of those goods (not all of them), unless splitting them up would significantly reduce their value. After that we will refund any sums you have paid to us for the cancelled goods and their delivery. If the goods have been delivered to you, you must post them back to us or. We will pay the costs of postage or collection.
- 6.14 ***We may deliver your goods in instalments.*** If you order more than one product on our website, we may split your orders into several deliveries over different days.
- 6.15 ***We may require information from you.*** We may need certain information from you so that we can supply the products to you. For example, if we become aware that the address, which you supplied during the ordering process is incorrect, we may need to you provide a correct address. We will contact you to 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 (*You must compensate us if you break the contract*) 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, or by you giving us incorrect or incomplete information.

[Back to Contents](#)

7 PRICE AND PAYMENT

- 7.1 ***Where to find the price for the product.*** The price of the product will be the price indicated on the order pages when you place your order for the goods.
- 7.2 ***What is included in the price.*** The price of the goods:

- (a) is in pounds sterling (£)(GBP);
- (b) includes VAT at the applicable rate; but
- (c) does not include the cost of delivering the goods – this cost will be displayed separately once you have entered your shipping address and selected your preferred method of delivery (if you want view our delivery options and costs before you place your order, please see <https://shop.schiedel.com/uk/delivery-details> for more information).

7.3 ***What happens if we got the price wrong.*** We take reasonable care to ensure that the price of the product displayed is correct. However, 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 unmistakable 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.

7.4 ***Methods of payment.*** We accept the following methods of payment:

- (a) most major credit cards and debit cards as listed on the order process pages of our website; and
- (b) online payment systems: Klarna.

7.5 ***Discount codes.*** We may from time to time make available to you a discount or promotion codes to reduce the price of the products. To benefit from your discount or promotion code, you need to apply it during the ordering process before completing your order.

7.6 ***Security of electronic payments.*** We will do all that we reasonably can to ensure that all of the information you give us when paying for the goods is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on our part, any failure by us to comply with this contract or breach by us of our duties under applicable laws, we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us. To avoid a third party gaining unauthorised access to any information that you provide to us, we recommend that you install appropriate anti-virus software on your computer or mobile device.

7.7 ***When we will charge your card.*** Your credit card or debit card will be charged when you place your order, when you transfer payment to us after receiving our invoice or when you contact us over the phone to make payment.

7.8 ***If you receive the goods before you pay.*** If your payment is not received by us and you have already received the goods, you:

- (a) must pay for such goods within [14 days]; or
- (b) must return them to us as soon as possible. If so, you must keep the goods in your possession, take reasonable care of them (including ensuring that you follow any instructions or manuals given with the goods) and not use them before you return them to us. If you do not return any goods (such as where you have not paid for them), we may

collect the goods from you at your expense. We will try to contact you to let you know if we intend to do this.

Nothing in this clause affects your legal rights to cancel the contract during the 'cooling off' period under clause 5 (*Your rights to cancel your order and contract*).

7.9 ***If we cannot supply the goods you paid for.*** If we cannot supply you with the goods that you ordered but you have already paid for, we may need to substitute them with alternative goods of equal or better standard and value. In this case:

- (a) we will let you know if we intend to do this but this may not always be possible; and
- (b) you can refuse to accept such substitutes, in which case we will offer you a refund or a replacement and let you know how long such an offer remains open for.

If you choose a refund, we will make such refund as soon as possible and in any event within 14 days.

[Back to Contents](#)

8 YOUR RIGHTS IF THERE IS A PROBLEM WITH THE PRODUCT

8.1 ***Your statutory rights.*** We are under a legal duty to supply products that are in conformity with your contract with us. The box below summarises your key legal rights in that respect.

The Consumer Rights Act 2015 says that goods supplied to consumers must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of the goods, 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; and*
- *up to six years: if your goods do not last a reasonable length of time, you may be entitled to some money back.*

This is a summary of some of your key rights. These rights are subject to certain exceptions. For detailed information from Citizens Advice please visit www.citizensadvice.org.uk.

Nothing in these Terms affects your legal rights under the Act. You may also have other rights in law.

8.2 ***Fair wear and tear.*** Your rights under clause 8.1 (*Your statutory rights*) do not apply to faults, which result from fair wear and tear.

8.3 ***Our Free 1 Year Replacement Warranty.*** In addition to your statutory rights set out in clause 8.1 (*Your statutory rights*), we offer a goodwill guarantee on all products except as otherwise stated on the order process pages of our website in respect of a product. If your product breaks within 12 months from purchase, we will replace it for you free of charge or refund its price (at your choice). This goodwill guarantee does not apply if you dismantle the product in any way without our prior written permission.

8.4 ***Products may vary slightly from their pictures.*** The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the

products accurately, we cannot guarantee that a device's display of the products accurately reflects the colour of the products, for example. Your product may vary slightly from those images.

- 8.5 **Product packaging may vary.** The packaging of the goods may be different from that shown on our website.
- 8.6 **Discounted goods.** Any goods sold: at discount prices; as remnants; or as substandard, will be identified and sold as such. Please check that they are of a satisfactory quality for their intended use.
- 8.7 **If there is a problem with the product.** If you have any questions or complaints about the goods, please contact us using one of the contact methods set out in clause 1.2 (*How to contact us*). This includes, if you want us to repair the goods, replace the goods, claim a price reduction or refund (whether by exercising your statutory rights or our goodwill guarantee).
- 8.8 **Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products because they are faulty or misdescribed, you must post them back to us to the address set out in clause 1.1 (*Who we are*). We will pay the costs of standard delivery.
- 8.9 **Refunds.** When you exercise your right to reject the goods and get a refund, and we agree that you are entitled to a refund, we will reimburse the total price you paid for the product including delivery charges. When you exercise your right to price reduction, we will refund to you the difference between the price you paid for the product and the reduced price.
- 8.10 **Deductions from refunds.** If you reject the goods after the first six months after delivery, we may reduce the refund amount by a deduction for use, to take account of the use you have had of the goods in the period since they were delivered.
- 8.11 **How we will make the refund.** We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.
- 8.12 **When we will make the refund.** We will make the reimbursement without undue delay, and not later than within 14 days beginning with the day on which we agree that you are entitled to a refund.

[Back to Contents](#)

9 YOUR RIGHTS TO END THE CONTRACT

- 9.1 **You may cancel this contract during the 'cooling-off' period.** For details, please see clause 5 (*Your rights to cancel the order and contract*).
- 9.2 **You may end this contract if what you have bought is faulty or misdescribed.** For details, please see clause 8 (*Your rights if there is a problem with the product*).
- 9.3 **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 sub-clauses (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:

- (a) we have told you about an upcoming change to these Terms, which you do not agree to (see clause 2.5 (*Changes in law*));
- (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 (see clause 7.3 (*What happens if we got the price wrong*));
- (c) there is a risk that supply of the products may be significantly delayed because of events outside our control (see clause 6.6 (*Delays outside our control*));
- (d) 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 [14 days]; or
- (e) you have a legal right to end the contract because of something we have done wrong, including because we have delivered late (see clauses 6.11 (*Your legal rights if we deliver goods late*) and clause 6.13 (*Ending the contract for late delivery*), or because we cannot supply the goods you paid for (see clause 7.9 (*If we cannot supply the goods you paid for*)).

[Back to Contents](#)

10 OUR RIGHTS TO END THE CONTRACT

10.1 ***We may end the contract if you break it.*** We may end the contract for the supply of a product you order on our website at any time by writing to you if you break it in a serious way. For example:

- (a) you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due (see, for example, clause 7.8 (*If you receive the goods before you pay*));
- (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 (see clause 6.16 (*We may require information from you*)); or
- (c) you do not, within a reasonable time, allow us to deliver the products to you or collect them from us (see clause 6.11 (*If you do not re-arrange delivery*)).

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 may end the contract if you break it*):

- (a) it will not affect our right to receive any money which you owe to us under this contract for goods provided to you; and
- (b) 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.

[Back to Contents](#)

11 LIMIT ON OUR RESPONSIBILITY TO YOU

11.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for:

- (a) losses that:

- (1) were not foreseeable to you and us when the contract was formed; or
 - (2) that were not caused by any breach on our part;
- (b) business losses; and
- (c) losses to non-consumers.

[Back to Contents](#)

12 OTHER IMPORTANT TERMS

- 12.1 ***Intellectual property rights.*** We (and our licensors) retain ownership in all intellectual property rights (that is, patents, rights to inventions, copyright related rights, images, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world) in the products.
- 12.2 ***We may transfer this contract to someone else.*** We may transfer our rights and obligations under a contract entered with you under these Terms to another organisation, but this will not affect your rights or our obligations under these Terms.
- 12.3 ***Nobody else has any rights under this contract (except someone you pass your guarantee on to).*** This contract is between you and us. No other person shall have any rights to enforce any of its terms. However, if a person acquires the goods lawfully from you, you may transfer the benefit of our goodwill guarantees under clause 5.4 (*Our 30 Days' Money Back Guarantee*) and clause 8.3 (*Our Free 1 Year Replacement Warranty*) to that person. We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the relevant item or property.
- 12.4 ***If a court finds part of these Terms 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 or unenforceable, the remaining paragraphs will remain in full force and effect.
- 12.5 ***Even if we delay in enforcing this contract, we can still enforce it later.*** If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 12.6 **Disputes.**
- (a) ***If you have a complaint.*** We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with the goods, our service to you, or any other matter,

please contact us as soon as possible using one of the contact methods set out in clause 1.2 (*How to contact us*).

(b) **Alternative dispute resolution.** If you and we cannot resolve a dispute using our internal complaint handling procedure, we will let you know that we cannot settle the dispute with you; and give you certain information required by law about resolving disputes through alternative dispute resolution, which is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court.

12.7 **Which laws apply to this contract and where you may bring legal proceedings.** Our Terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts, except that this provision will not have the effect of depriving you of the protection afforded to you by mandatory provisions of the applicable laws regulating the choice of the governing law and/or jurisdiction in consumer contracts. For example, 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.

[Back to Contents](#)