

WAVERLEY BROWNALL TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions are the standard terms for the sale of goods by Waverley Brownall Limited registered in England under number 08409274, whose registered address is 45 The Vintners, Temple Farm Industrial Estate, Southend-On-Sea, SS2 5RZ.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

Contract	means the contract for the purchase and sale of Goods, as explained in Clause 3;
Goods	means the goods which are to be supplied by Us to you as specified in your Order (and/or confirmed in Our Order Acceptance/Confirmation);
Price	means the price payable for the Goods;
Order	means your order for the Goods;
Order Confirmation	means Our acceptance and confirmation of your Order as described in Clause 3;
We/Us/Our	means Waverley Brownall Limited registered in England under number 08409274, whose registered address is 45 The Vintners, Temple Farm Industrial Estate, Southend-On-Sea, SS2 5RZ.

1.2 Each reference in these Terms and Conditions to writing and any similar expression includes electronic communications whether sent by e-mail, fax or other means.

2. Information About Us

- 2.1 Waverley Brownall Limited registered in England under number 08409274, whose registered address is 45 The Vintners, Temple Farm Industrial Estate, Southend-On-Sea, SS2 5RZ.
- 2.2 Our VAT number is GB 749 1159 14.
- 2.3 Approval BS EN ISO 9001

3. The Contract

- 3.1 These Terms and Conditions govern the sale of goods by us and will form the basis of the Contract between Us and you. Before making your Order, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask us for clarification.
- 3.2 Nothing provided by us including, but not limited to, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that we may, at our discretion, accept.
- 3.3 A legally binding contract between us and you will be created upon our acceptance of your Order, indicated by Our Order Confirmation. Order Confirmations will wherever possible be provided in writing.
- 3.4 We shall ensure that the following information is given or made available to you prior to the formation of the Contract between Us and you, save for where such information is already apparent from the context of the transaction:
- 3.4.1 The main characteristics of the Goods;
 - 3.4.2 Our identity (set out above in Clause 2) and contact details (set out below in Clause 13);
 - 3.4.3 The total Price for the Goods including taxes or, if the nature of the Goods is such that the Price cannot be calculated in advance, the manner in which it will be calculated;
 - 3.4.4 Where applicable, all additional delivery charges or, where such charges cannot be calculated in advance, the manner in which they will be calculated;
 - 3.4.5 Where applicable, the arrangements for payment, delivery and the time by which We undertake to deliver the Goods;
 - 3.4.6 Our complaints handling policy;
 - 3.4.7 We shall ensure that you are aware of Our legal duty to supply goods that are in conformity with the Contract;
 - 3.4.8 Where applicable, details of after-sales services and commercial guarantees;

4. Description and Specification of Goods

- 4.1 We have made every reasonable effort to ensure that the Goods conform to illustrations, photographs descriptions and any specifications provided to you. We cannot, however, guarantee that all illustrations and/or photographs will be precisely accurate due to issues that may arise in manufacture.
- 4.2 If you receive any Goods that do not conform to illustrations, photographs descriptions or specifications under sub-Clause 4.1 you may return those Goods to us as provided in Clause 8.
- 4.3 If We find, or are made aware of, any typographical, clerical or other accidental errors or omissions in any sales and marketing literature, price lists or any other documents We will make every reasonable effort to correct such errors or omissions as soon as is reasonably possible. If, as a result of any such error or omission, you have received the wrong Goods, you may return those Goods to us for non-compliance with the description as provided in Clause 8. If, as a result of any such error or omission, you have paid too much, we will refund the excess paid for the Goods.
- 4.4 We reserve the right to make any changes in the specification of the Goods that may be required to conform to any applicable safety or other legal or regulatory requirements without notice.
- 4.5 Bespoke Goods are available from us. If you Order bespoke Goods from Us, We will produce and or alter those Goods to your specifications and requirements.
- 4.6 When placing an Order for bespoke Goods, please ensure that all information that you provide to us is correct, accurate and complete. We cannot accept the return of any bespoke Goods if the return is due to incorrect information provided by you. Please note that this does not affect your legal rights (including but not limited to those described in these terms and conditions).

5. Orders

- 5.1 All Orders for Goods made by you will be subject to these Terms and Conditions.
- 5.2 You may change your Order at any time before we despatch the Goods by contacting us. This does not apply to bespoke Goods. We will only accept changes to Orders for bespoke Goods if we are reasonably able to accommodate your request without additional work. Requests to change Orders must be made in writing.
- 5.3 If your Order is changed we will inform you of any change to the Price in writing.
- 5.4 You may cancel your Order at any time before we despatch the Goods by contacting us. If you have already paid for the Goods under Clause 6, the payment will be refunded to you within 14 days. This does not apply to bespoke Goods. We will only accept an Order cancellation for bespoke Goods if we have not yet begun making or altering the Goods. If you request that your Order be cancelled, you must confirm this cancellation in writing.
- 5.5 We may cancel your Order at any time before We despatch the Goods in the following circumstances:
- 5.5.1 The Goods are no longer in stock and We are unable to re-stock (if, for example, the Goods are discontinued); or
- 5.5.2 An event outside of Our control continues for more than 7 days (please see Clause 12 for events outside of Our control).
- 5.6 If we cancel your Order under sub-Clause 5.5 and you have already paid for the Goods under Clause 6, the payment will be refunded to you within 14 days. If we cancel your Order, the cancellation will be confirmed by us in writing.

6. Price and Payment

- 6.1 The Price of the Goods will be that shown in our price list in force at the time of your Order. If the Price shown in your Order differs from our current Price We will inform you upon receipt of your Order.
- 6.2 Our Prices may change at any time but these changes will not affect any Orders that we have already accepted.
- 6.3 We have made every reasonable effort to ensure that Our Prices, as shown in our current price list are correct. Prices will be checked when we process your Order. If the actual Price of the Goods is lower than that stated in your Order, you will be charged the lower Price (unless the lower price was an obvious mistake that you could have reasonably recognised). If the actual Price of the Goods is higher than that stated in your Order, We will ask you how you wish to proceed.
- 6.4 All Prices exclude VAT. If the rate of VAT changes between the date of your Order and the date of your payment, we will adjust the rate of VAT that you must pay. Changes in VAT will not affect any Prices where we have already received payment in full from you.
- 6.5 Our Prices exclude the cost of delivery. Delivery costs will be added on to the final sum due.
- 6.6 We reserve the right to require all payments for Goods to be made in advance before we despatch the Goods to you.
- 6.7 We accept the following methods of payment:
- 6.7.1 cheque;
- 6.7.2 bank transfer;
- 6.7.3 credit card;
- 6.8 If you do not make payment to us by the due date as shown in/on our invoice, we may charge you interest on the overdue sum at the rate of 4% per annum above the base lending rate of Barclays Bank Plc from time to time. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgment. You must pay any interest due when paying an overdue sum.
- 6.9 The provisions of sub-Clause 6.10 will not apply if you have promptly contacted us to dispute an invoice in good faith. No interest will accrue while such a dispute is ongoing.

7. Delivery

- 7.1 When we provide you with an Order Confirmation, We will provide an estimated delivery date. Please note that estimated delivery dates may vary according to the availability of Goods, your location, and circumstances beyond our control.
- 7.2 If you indicate in your Order that you wish to collect the Goods from us yourself, you may do so after receiving Our Order Confirmation, during our business hours.
- 7.3 Delivery will be deemed to have taken place when the Goods have been delivered to the delivery address indicated in your Order and you (or someone identified by you) have taken physical possession of the Goods or, if you are collecting the Goods from us yourself, when you have collected the Goods.
- 7.4 If for any reason we are unable to deliver the Goods at your chosen delivery address, we will leave a note informing you that the Goods have been returned to our premises, requesting that you contact us to arrange re-delivery.
- 7.5 The responsibility (sometimes referred to as the risk) for the Goods remains with Us until delivery is complete as defined in sub-Clause 7.4 at which point it will pass to you. Please note, however, that if you do not wish to collect the Goods and do not wish to use our nominated carrier to deliver them, instead choosing your own carrier, the risk in the Goods will pass to you as soon as they are passed to your chosen carrier.
- 7.6 You own the Goods once we have received payment in full for them.

8. Faulty, Damaged or Incorrect Goods

- 8.1 By law, We must provide goods that are of satisfactory quality, fit for purpose and as described at the time of purchase, in accordance with any pre-contract information We have provided, and that match any samples or models that you have seen or examined (unless We have made you aware of any differences). If any digital content is included in the Goods, that digital content must also conform. If any Goods you have purchased do not comply and, for example, have faults or are damaged when you receive them, or if you receive incorrect Goods, please contact Us as soon as reasonably possible to inform us of the fault, damage or error, and to arrange for a refund, repair or replacement. Please note that if the Goods are incorrect as a result of your provision of incorrect information, rather than them not matching our description, as explained in sub-Clause 4.6, you will not be able to return those Goods.
- 8.2 Beginning on the day that you receive the Goods (and ownership of them) you have a 30 calendar Day right to reject the Goods and to receive a full refund if they do not conform as stated above. Alternatively, you may request a repair of the Goods or a replacement. We will bear any associated costs and will carry out the repair or replacement within a reasonable time and without significant inconvenience to you. In certain circumstances, where a repair or replacement is impossible or otherwise disproportionate, we may instead offer you a full refund. If you request a repair or replacement during the 30-calendar Day rejection period, that period will be suspended while we carry out the repair or replacement and will resume on the day that you receive the replacement or repaired Goods. If less than 7 days remain out of the original period, it will be extended to 7 days. If, after a repair or replacement, the Goods still do not conform (or if We cannot do so as previously described, or have failed to act within a reasonable time or without significant inconvenience to you), you may have the right either to keep the Goods at a reduced price, or to reject them in exchange for a refund. If you exercise the final right to reject the goods more than six months after you have received the Goods (and ownership of them), we may reduce any refund to reflect the use that you have had out of the Goods.

- 8.3 Please note that you will not be eligible to claim under this Clause 8 if We informed you of any faults, damage or other problems with the Goods before your purchase of the them; if you have purchased the Goods for an unsuitable purpose that is neither obvious nor made known to Us and the problem has resulted from your use of the Goods for that purpose; or if the problem is the result of normal wear and tear, misuse or intentional or careless damage. Please also note that you may not return Goods to us under this Clause 8 merely because you have changed your mind. Please refer to Clause 9 for details of what to do if you change your mind.
- 8.4 To return Goods to us for any reason under this Clause 8, you may do so in person during our business hours or you may return them to us by post or another suitable delivery choice. We will be fully responsible for the costs of returning Goods under this Clause 8 and will reimburse you where appropriate.
- 8.5 Refunds (whether full or partial, including reductions in price) under this Clause 8 will be issued within 14 days of the day on which we agree that you are entitled to the refund.
- 8.6 Any and all refunds issued under this Clause 8 will include all delivery costs paid by you when the Goods were originally purchased.
- 8.7 For full details of your rights and remedies as a consumer, please contact your local Citizens Advice Bureau or Trading Standards Office.
9. **Returning Goods If You Change Your Mind**
- 9.1 If you are not satisfied with any (non-bespoke) Goods purchased from us, you have the right to return them in exchange for a refund or a replacement, subject to the provisions of this Clause 9. This Clause 9 does not apply to Goods that are not in compliance with your legal rights. For such Goods, please refer to Clause 8.
- 9.2 This Clause 9 does not apply to bespoke Goods. Goods which we have produced or altered to order for you cannot be returned if you change your mind.
- 9.3 If you wish to return Goods to Us under this Clause 9 you must do so within 10 working days of taking delivery (or collecting them from Us), telling Us why you wish to return the Goods.
- 9.4 All Goods must be returned to us under this Clause 9 in their original condition accompanied by proof of purchase.
- 9.5 You may return Goods to us in person during our business hours or you may return them by post or another suitable delivery service of your choice. You are solely responsible for the cost of returning Goods to Us under this Clause
- 9.6 Refunds or replacements will be issued to you immediately (subject to stock availability) if you return Goods to Us in person or within 10 working days of Our receipt of the Goods if you return Goods to Us by post or similar delivery service.
- 9.7 Refunds under this Clause 9 may be subject to a handling and restocking fee of up to 35% of the Order value.
10. **Guarantee**
- 10.1 For Goods that we have produced, customised or altered (including bespoke Goods), we guarantee that for a period of 12 months from the date of delivery, the Goods will be free from material defects. This guarantee is subject to the exceptions listed in sub-Clause 10.2.
- 10.2 Our guarantee does not apply to any defects in the Goods caused by:
- 10.2.1 Normal wear and tear;
- 10.2.2 Deliberate damage and/or misuse of the Goods;
- 10.2.3 Accidental damage;
- 10.2.4 Failure to use the Goods in accordance with their instructions; or
- 10.2.5 The alteration or repair of the Goods by you or any third party that is not authorised by Us.
11. **Our Liability**
- 11.1 Nothing in these Terms and Conditions seeks to exclude or limit our liability for death or personal injury caused by our negligence (including that of our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
12. **Events Outside of Our Control (Force Majeure)**
- 12.1 We will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.
- 12.2 If any event described under this Clause 12 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:
- 12.2.1 We will inform you as soon as is reasonably possible;
- 12.2.2 Our obligations under these Terms and Conditions will be suspended and any time limits that We are bound by will be extended accordingly;
- 12.2.3 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Goods as necessary;
- 12.2.4 If the event outside of Our control continues for more than 5 working days We may cancel the Contract and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible;
13. **Communication and Contact Details**
- 13.1 If you wish to contact us, you may do so by telephone at +44 (0)1702 600014 or by email at enquiries@waverleybrownall.co.uk.
- 13.2 In certain circumstances, you must contact us in writing (when cancelling an Order, for example). When contacting Us in writing you may use the following methods:
- 13.2.1 Contact Us by email at enquiries@waverleybrownall.co.uk; or
- 13.2.2 Contact Us at Waverley Brownall Limited, 45 The Vintners, Temple Farm Industrial Estate, Southend-On-Sea, SS2 5RZ.

14. **Complaints and Feedback**
- 14.1 We always welcome feedback from our customers and, whilst we always use all reasonable endeavours to ensure that your experience as a customer of ours is a positive one, we nevertheless want to hear from you if you have any cause for complaint.
- 14.2 All complaints are handled in accordance with our complaints handling policy and procedure, available from Waverley Brownall Limited, 45 The Vintners, Temple Farm Industrial Estate, Southend-On-Sea, SS2 5RZ.
- 14.3 If you wish to complain about any aspect of your dealings with Us, please contact Us in one of the following ways:
- 14.3.1 In writing, addressed to Waverley Brownall Limited, 45 The Vintners, Temple Farm Industrial Estate, Southend-On-Sea, SS2 5RZ;
- 14.3.2 By email, addressed to The Manager at enquiries@waverleybrownall.co.uk;
- 14.3.3 By contacting Us by telephone on +44 (0)1702 600014.
15. **How We Use Your Personal Information (Data Protection)**
- 15.1 All personal information that we may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation (GDPR) and your rights under the GDPR.
- 15.2 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Notice available from Waverley Brownall Limited, 45 The Vintners, Temple Farm Industrial Estate, Southend-On-Sea, SS2 5RZ;.
16. **Other Important Terms**
- 16.1 We may transfer (assign) our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if we sell our business). If this occurs we will inform you in writing. Your rights under these Terms and Conditions will not be affected and our obligations under these Terms will be transferred to the third party who will remain bound by them.
- 16.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without our express written permission.
- 16.3 The Contract is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms. If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.
- 16.4 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.
17. **Governing Law and Jurisdiction**
- 17.1 These Terms and Conditions, the Contract, and the relationship between you and us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.
- 17.2 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.