

# Consumer Online Terms & Conditions

## Terms & Conditions of Sale

PLEASE READ THESE IMPORTANT TERMS SETTING OUT THE BASIS ON WHICH WE MAY SELL TO YOU. PLEASE READ THESE TERMS CAREFULLY.  
WE DRAW YOUR ATTENTION IN PARTICULAR TO YOUR CANCELLATION RIGHTS IN CLAUSE 8 AND THE LIMITS OF OUR LIABILITY IN CLAUSE 12

### Introduction

These terms and conditions of sale may have changed since you last reviewed them.

These terms and conditions of sale set out:

your legal rights and responsibilities;

our legal rights and responsibilities; and

certain key information required by law.

If you do not understand any of these terms and conditions of sale and want to talk to us about it, please contact us by:

Email [sales@youngs-tbm.co.uk](mailto:sales@youngs-tbm.co.uk). Inbox monitored Monday-Friday 8:30am-5pm.

Telephone 01303 875588 calls will be answered, Monday to Friday 8:30am to 5pm. We may record calls for quality and training purposes.

Do you need extra help?

If you would like these terms and conditions of sale in another format (for example: audio, large print, braille) please contact us using the contact details at the top of this page.

Who are we?

J H Young Ltd is registered in England and Wales under company number: 05584217.

Our registered office is at: J H Young Ltd 19-23 Hythe Road, Dymchurch, Romney Marsh Kent TN2 0LN. trading as Youngs.

Our VAT number is: 862819886.

### 1 Definitions used in these Terms

1.1 You or your means the person using our site to buy Goods from us.

1.2 We, us or our means J H Young Ltd registered in England and Wales with Company Number 05584217 whose registered office is at:- 19-23 Hythe Road, Dymchurch, Romney Marsh Kent TN2 0LN. VAT No 862819886

1.3 Delivery Terms: means the terms that apply to our Goods delivery services, including as set out in clause 5 and on the "Delivery Information" pages on our website at [www.doityoungs.com](http://www.doityoungs.com).

1.4 Goods: means the Goods that we sell.

1.5 Order means an order placed by you for Goods in store, through our Website, by telephone or using such other means as we may permit from time to time.

1.6 Terms: means these terms and conditions of sale.

1.7 Website: means the website [www.doityoungs.com](http://www.doityoungs.com) and any sub-domain(s) of the website, and our mobile applications.

1.8 These Terms are only available in English.

### 2 The Agreement

2.1 Subject to 2.3 below, these Terms, together with our Delivery Terms (where relevant) set out the basis on which we may sell Goods to you, as well as any additional terms that apply to any quote we give or any promotional or special offers (the Agreement).

2.2 By submitting an Order for and/or purchasing any Goods, you are indicating your acceptance of the Agreement and you agree to be bound by the Agreement (including these Terms). If you do not accept these Terms, you will not be able to order or purchase any Goods from us.

2.3 If you are a trade customer, wishing to use your account online, you will be required to agree to the Trade Account Terms & Conditions at the checkout stage (rather than these Terms, which are not then applicable to you).

### 3 Ordering Goods and the Contract between us

3.1 You place an Order on the site by following the onscreen prompts after clicking on the Goods you want to purchase. Please read and check your Order carefully before submitting it. If you need to correct any errors within the Order, you can do so before submitting it to us.

3.2 When you place your Order at the end of the online checkout process (e.g., when you click on 'place order and pay'), we will acknowledge it by email "(Order Acknowledgement)". This Order Acknowledgement does not, however, mean that your Order has been accepted. When you place an Order with us (or otherwise make an offer to purchase Goods from us), you do so in accordance with the terms of the Agreement, subject to our acceptance of your Order (or offer to make a purchase of Goods).

3.3 Sometimes we may reject Orders. We may contact you to say that we do not accept your Order. This is typically for the following reasons:

- (a) the Goods are unavailable.
- (b) we cannot authorise your payment.
- (c) you are not allowed to buy the Goods from us.
- (d) we are not allowed to sell the Goods to you.
- (e) you have ordered too many Goods; or
- (f) there has been a mistake on the pricing or description of the Goods.

3.4 Where you place an Order through our Website, unless we contact you to confirm that we are unable to accept your Order, our acceptance of your order will occur automatically on the date we deliver the Goods to you or 7 days following the date we send our Order Acknowledgement.

3.5 All orders are subject to stock availability. If we are unable to supply any of the Goods that you have ordered, we will inform you as soon as possible. In the event that Goods that are out of stock form part of an Order and we cannot contact you, we will send what Goods we have in stock, refunding the purchase price of any unavailable Goods where payment has already been made.

3.6 We may choose not to accept your Order (or offer to make a purchase) for any reason and we will not be liable to you or to anyone else in those circumstances. If we do not accept your Order (whether in whole or in part) we will refund any monies paid in connection with that Order (or that part of the Order that we do not accept).

3.7 Where you place an Order in store, we accept your Order when we provide you with sales advice confirming that the Order has been placed and processed.

3.8 When you place an Order by telephone, we accept your Order when we confirm that the Order has been placed and processed.

### 4 Purchasing from us

4.1 Where you place an Order for age restricted Goods such as knives, blades, solvents, and axes, you confirm that you are over the age of 18 and that, where applicable, delivery will be accepted by a person over 18. If you are underage, please do not attempt to purchase these Goods.

By ordering Goods, you agree that you satisfy the legal age requirements for those Goods. We reserve the right to cancel your Order if we reasonably believe you do not meet the age requirements for those Goods.

4.2 For safety reasons, we reserve the right to restrict sales of gas fittings and appliances to professionally registered plumbers and heating engineers.

4.3 We will take reasonable steps to display as accurately as possible the colours, appearance, and other detailing of our Goods (and their packaging) in the images that appear on the website and in our catalogues and other media. However, we do not guarantee that the images, appearance, and other detailing that appear on the Website and in our catalogues and other media will exactly reflect the colour, appearance or detailing of the physical Goods (or its packaging). The Goods (and their packaging) may vary slightly from those images.

4.4 Natural Goods may show some colour variation. To the extent permitted by law, we accept no liability associated with such variations.

4.5 Any information on the website and in our catalogues and other media regarding sizing, weights, capacities, specifications, dimensions, and measurements of Goods is included as a guide only. If you are concerned about the precise size, weight, capacity, specifications, dimensions, or measurements of any Goods you require, we recommend that you contact us prior to placing an Order and/or purchasing Goods.

4.6 If your Order includes Goods that are made according to measurements you provide us, please ensure these measurements are correct and accurate, as your right of return as set out in clause 8 will not be available unless the Goods are faulty or incorrectly delivered.

4.7 The prices displayed on the website may be different prices for the same Goods purchased in the stores. These prices may be higher or lower.

4.8 Our site contains a large number of Goods, and it is always possible that, despite our best efforts, some of the Goods listed may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where the Goods' correct price is less than our stated price, we will charge the lower amount when dispatching the Goods to you.

4.9 If a Good's correct price is higher than the price stated on our website, we will let you know as soon as reasonably possible. We will then offer you the option of reconfirming your Order at the correct price or cancelling it in exchange for a full refund.

4.10 All prices are subject to change without prior notice.

4.11 Our ability to supply the Goods is subject to us holding them in stock or being able to obtain them. If on receipt of your Order, the Goods you have ordered are not available either in stock or by special order we will inform you as soon as reasonably possible and if we are unable to obtain them in an agreed time we will refund or re-credit you for any sum that has been paid by you or debited from your credit card or debit card for the Goods.

4.12 Whilst we try to maintain continuity of supply in relation to our Goods lines, we reserve the right to discontinue any Goods at any time, and we shall be under no obligation to supply you with discontinued Goods in the future. If you have already placed your Order, we will notify you as soon as reasonably possible that the Goods are not available and offer you an alternative Goods if they are available or a full refund.

4.13 In the case of certain Goods, variations may arise in the finish of those Goods where they originate from different factory batches. We shall not be liable for any loss caused by such variation where such variation does not diminish the quality of the Goods and where Goods bought for a specific job or purpose are not purchased at the same time.

4.14 We take every precaution in the preparation of our catalogues, technical circulars, price lists and other literature, but these documents are for your general guidance only and do not form part of the contract (in the absence of fraud on our part). If you require advice in relation to the Goods, a specific request for advice should be made.

4.15 We can always change Goods to reflect changes in relevant laws and regulatory requirements or to make minor technical adjustments and improvements.

4.16 We can suspend the supply of Goods. We do this to:

- Deal with technical problems or make minor technical changes.
- Update the Goods to reflect changes in relevant laws and regulatory requirements; or
- Make changes to the Goods.

4.17 We will contact you in advance to tell you we're suspending supply, unless the problem is urgent or an emergency. If we suspend supply, or tell you we're going to suspend supply, for more than 2 months you can contact our Customer Service Team [sales@youngs-tbm.co.uk](mailto:sales@youngs-tbm.co.uk) to end the contract and we'll refund any sums you've paid in advance for Goods you will not receive.

## 5 Delivery

5.1 There are three types of Goods that you can Order from us, which, depending on your location, will affect delivery (see specific sections below):

5.1.1 'Standard Goods' are Goods that do not fall into the Goods categories at 5.1.2 and 5.1.3;

5.1.2 'Big & Bulky' Goods;

5.1.3 'Direct Delivery'

5.2 Big & Bulky items can only be delivered within our normal trading area, and this will be clearly marked on the website. Our normal delivery area will be as described to you at the time you place the Order or as shown on our website. We reserve the right not to deliver outside this area. Please check our postcode checker.

5.3 Direct deliveries will be fulfilled by a third-party supplier. In most instances the supplier or their courier service will contact you directly regarding a delivery day and time. Delivery may take 7-10 days depending on the Goods. If your Order contains items not stated as direct delivery, then these items will be delivered separately.

5.4 If you order Goods for delivery, then the terms that apply to that delivery will depend upon the Goods that you Order, the delivery address and the delivery method you select. Unless we specifically agree otherwise, we only deliver to the areas indicated in our Delivery Terms. Depending on your location, some Goods may only be available in store and may not be available to purchase on our Website. The estimated date and time window for delivery of the Goods will be discussed on the telephone once we have received your Order. Any dates given for delivery are approximate only, and time of the delivery is not of the essence. In the case of circumstances beyond our reasonable control (for example, adverse weather conditions, unpredictable delays caused by traffic congestion, road works, diversions or mechanical breakdowns, in each case to the extent beyond our reasonable control) we may not be able to deliver the Goods within these timescales and we will not be liable for any delay or failure to deliver the Goods if the delay or failure is wholly or partly caused by such circumstances.

5.5 If something happens which:

5.5.1 is outside of our control; and

5.5.2 affects the estimated date of delivery, we will let you have a revised estimated date for delivery of the Goods.

5.3 Delivery of the Goods will take place when we deliver them to the address that you gave to us.

5.4 Unless you and we agree otherwise, if we cannot deliver your Goods within 30 days, we will:

5.4.1 let you know;

5.4.2 cancel your Order; and

5.4.3 give you a refund.

5.5 If nobody is available to take delivery, please contact us using the contact details at the top of this page.

5.6 You are responsible for the Goods once delivery has taken place. In other words, the risk in the Goods passes to you when you take possession of the Goods.

- 5.7 We may deliver your Goods in instalments.
- 5.8 Unless otherwise agreed in writing, our delivery price includes the cost of delivery on weekdays during our normal working hours of 7.30am and 5.00pm. An additional charge may be added, if we agree to your request to deliver outside of normal working hours.
- 5.9 If you keep our delivery vehicle waiting for an unreasonable amount of time or the delivery driver is obliged to return without completing the delivery, or if due to the nature of the Goods, we have to provide additional staff to unload the Goods, a reasonable additional charge will be made that reflects the extra services provided.
- 5.10 We pride ourselves on a reliable delivery service and always do our utmost to deliver on the date and time frame specified. However, please note the date and time frame given acts as a guideline only and cannot be guaranteed and, although rare, factors beyond our control can sometimes cause delay. We will endeavour to contact you as soon as we are able to in these cases.
- 5.11 You must do all that you reasonably can to enable the delivery to take place on the given date. If we are unable to deliver the Goods as a result of your action or inaction, for example, you are not present at your property, we will need to arrange an alternative delivery date and we reserve the right to charge you a further fee for this.
- 5.12 Unless we have agreed otherwise, Goods must be signed for on delivery by a person aged 18 or over. Delivery will be completed when we deliver the Goods to the address you specified in the Order.
- 5.13 If you do not receive your Goods on the stated delivery date, you must notify us immediately. We recommend that you do not schedule or commence any installation work until after you have received the Goods in your Order and checked all of them for any defects or missing parts.
- 5.14 Each of the Goods remains our property until you have paid for them in full or we have provided the Goods to you (whichever occurs later), whereupon you will own the Goods. On delivery of the Goods to you or collection of the Goods by you (as the case may be), the Goods shall be at your risk and responsibility, and you will be responsible for their safekeeping. We will not be responsible for any damage or fault arising from incorrect storage.
- 5.15 For reasons of health and safety and to avoid any property damage, certain Goods can only be delivered to the exterior of a ground floor location at the delivery address or to nearest kerbside off a made road. You must therefore make your own arrangements at your own risk if the relevant Goods need to be transported from the delivery location. We will not provide any unpacking, installation, fitting or waste removal services, unless otherwise agreed by us.
- 5.16 In the event you request a delivery that is off a made road, the delivery personnel may refuse to make the delivery to that location and you will be required to sign an indemnity, under which you agree to be responsible for any damage to the delivery vehicles or any property arising from delivery to that location and any resulting financial losses to either us or the third party suppliers undertaking the delivery. The terms of that indemnity shall be incorporated into these Terms and form part of the Agreement.
- 5.17 You shall ensure that the delivery location is safe and accessible for the delivery of Goods.
- 5.18 You shall comply with all applicable health and safety regulations, codes, and standards related to the delivery of Goods, which are notified by us to you, or that you are otherwise aware of or obliged to comply with.
- 5.19 You shall take any necessary precautions to ensure the safety of the delivery personnel, such as warning of any potential hazards, and you shall give clear instructions and guidance to the delivery personnel on any specific safety hazards or conditions that might affect their safety, such as restricted access areas, overhead obstacles, or hazardous materials.
- 5.20 You shall cooperate fully with us in any investigation of accidents or incidents related to the delivery of Goods and shall provide all necessary information and documentation to assist in such investigation.
- 5.21 You shall indemnify and hold harmless both us and our employees, agents, supplier and contractors from any claims, damages, or expenses arising from your failure to comply with the health and safety requirements related to the delivery of Goods.
- 6 Click & Collect
- 6.1 The "Click & Collect" service is available on all Goods marked as such on our Website.
- 6.2 Before you place your Order, you will need to select the store from where you would like to collect the Goods.
- 6.3 If the Goods are in stock at the store, we will aim to have the Goods ready for collection within two hours after we receive your Order and process your payment.
- 6.4 If any Goods are not in stock on the day the Order is placed, we will let you as soon as they become available. It is possible for you to collect the Goods which are available in store and collect the remaining Goods when they are available.
- 6.5 Goods are available for collection between 8:00am – 5:00pm.
- 6.6 Collection within 30 minutes to one hour applies to Orders that have been placed during trading hours of the branch. Orders made after 4:00pm will be available for collection in branch from 8:00am the following working day.
- 6.7 Collection times are approximate.
- 6.8 You will receive an email Order confirmation once your Order has been placed, notifying you of the Order number. A second email and an SMS (if a mobile number has been provided at the time of placing the Order) will be sent to confirm your Order is ready for collection.
- 6.9 "Click & Collect" Orders can only be collected from branches between 8:00am – 5:00pm.
- 6.10 If you have not collected your Order within 48 hours of receiving confirmation of your Order being ready to collect, you will be contacted by a member of branch staff. Orders not collected within 5 working days will have the Goods re-allocated and you will be contacted to arrange a full refund.
- 6.11 When collecting your Order we need to see a copy of the Order Acknowledgement (printed or electronic) and a valid form of ID, for example driving licence, passport, debit card or credit card. Please note that Orders will be not released to courier companies or third parties who are unable to provide the correct information needed to verify them.
- 6.12 If you would like your Order to be collected by someone else on your behalf they will need to bring photographic ID and the Order confirmation email (printed or electronic). The branch will take down the vehicle registration and a copy of their ID will be taken as proof of collection before the Goods are released.
- 7 Payment and Prices
- 7.1 We accept Visa and MasterCard credit cards and most debit cards. We may send you a payment link, an online payment method. (including Apple Pay, Google Pay and pay by Bank). We do not accept 'prepaid' credit cards.
- 7.2 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 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.
- 7.3 Your credit card or debit card will be charged when the Order for Goods is placed.
- 7.4 If you use a credit/debit card to pay for your Order, you must use your credit/debit card or a credit/debit card that you are otherwise authorised to use. All credit/debit card holders are subject to validation checks by third parties and authorisation by the card issuer. If the issuer of the card refuses to authorise payment or any other validation checks return adverse results, we will not accept your Order and we will not be liable for any delay or non-delivery and we are not obliged to inform you of the reason for the refusal.

7.5 If you use PayPal to pay for your Order and the issuer of the card or the payment provider that operates the account that you use or which is linked with your PayPal account refuses to authorise payment, we reserve the right to reject your Order and will not be liable for any delay or non-delivery and we are not obliged to inform you of the reason for the rejection. We are also not responsible for the card issuer or bank charging the cardholder as a result of our processing of the credit card/ debit card payment in accordance with your Order.

7.6 If your payment is not received by us and you have already received the Goods, you:

7.6.1 must pay for such Goods within 14 days; or

7.6.2 must return the Goods to us as soon as possible. Before doing so, you must have kept the Goods in your possession, have taken reasonable care of them (including ensuring that you follow any instructions or manuals given with the Goods) and not have used them before you return them to us.

7.7 If you do not return the Goods (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.

7.8 Nothing in this clause affects your legal rights to cancel the contract as set out in clause 8.

7.9 The price of the Goods:

7.9.1 is in pounds sterling (£)(GBP);

7.9.2 includes VAT at the applicable rate.

7.10 The total cost of your Order and/or purchases is the price of the Goods and applicable delivery charges.

7.11 Prices for Goods exclude delivery charges unless expressly stated otherwise. Delivery charges vary depending on the Goods you Order, the delivery address and the delivery method you select. When you place an Order via our Website, delivery charges are calculated automatically in your shopping basket depending on your choices and added to your Order.

7.12 We may update prices at any time. Despite our best efforts, a small number of the thousands of Goods we sell may occasionally be mispriced. If this happens then we will not be obliged to supply the Goods at the incorrect Goods price or at all. We will (at our discretion) either cancel your Order and refund the price you have paid or endeavour to contact you and ask you whether you wish to continue with the Order at the correct price. If we are unable to contact you or you do not wish to continue with the Order at the correct price, we will cancel your Order and refund the price you have paid.

7.13 From time to time, we may apply promotional prices to Goods, including Website or in-store only prices. These promotional prices will only apply in the context in which the promotion is given and are subject to the terms of that promotion. For example, Website only prices will not be applicable to in-store Orders or purchases, and in-store only prices will not be applicable to Website Orders or purchases. To take advantage of promotional prices, you must quote the relevant promotion code when you Order (where applicable). We may update promotions at any time.

7.14 Prices for commodity Goods will be updated regularly, please visit our Website or ask in store for further details.

7.15 Where we provide a quote to you it will be subject to the terms and conditions applicable to that quote.

7.16 All Goods are subject to availability. If you order Goods which are not in stock, we will take reasonable steps to contact you to discuss how you wish to proceed. You will have the option to wait until the Goods are back in stock, or cancel your Order. If the Goods are unlikely to be restocked (or we are unable to contact you), we will cancel your Order for those Goods and refund the price you have paid for those Goods.

7.17 We charge interest on late payments. If we're unable to collect any payment you owe us, we charge interest on the overdue amount at the rate of 4% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount is received, whether before or after Judgment. You must pay us the interest together with any overdue amount.

7.18 We pass on some increases in VAT. If the rate of VAT changes between your Order date and the date we supply the Goods, we adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect

8 Cancellation and Returns

8.1 Clauses 8.2 – 8.9 (inclusive) apply to you ONLY if you are a consumer.

8.2 If you bought online, by mail Order, over the telephone or on your doorstep, you have a legal right to change your mind.

8.3 Your legal right to change your mind. For most of our Goods bought online, by mail Order, over the telephone or on your doorstep, you have a legal right to change your mind about your purchase and receive a refund of what you paid for it, including the delivery costs. This is subject to some conditions, as set out below.

8.4 When you cannot change your mind. You cannot change your mind about an Order for:

- Goods sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;
- Goods that are made to your specifications or are clearly personalised; and
- Goods which become mixed inseparably with other items after their delivery.

8.5 The deadline for changing your mind. If you change your mind about Goods you must let us know no later than 14 days after the day we deliver it. If your purchase is split into several deliveries over different days, the period runs from the day after the last delivery.

8.6 How to let us know. To let us know you want to change your mind, contact our Customer Service:- [sales@youngs-tbm.co.uk](mailto:sales@youngs-tbm.co.uk) You may use the following model cancellation form to do this but are not required to do so.

Cancellation form

To: J H young Ltd

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale of the following Goods [\*/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

8.7 You have to return the Goods at your own cost. You have to return your Goods to us within 14 days of your telling us you have changed your mind. Returns are at your own cost. You can:

· bring the Goods to one of our stores (find the one nearest to you by using the Branch Locator link at [www.doityoungs.com](http://www.doityoungs.com) contacting our Customer Service Team: [sales@youngs-tbm.co.uk](mailto:sales@youngs-tbm.co.uk). You will need your email receipt and the card you paid with.

· send the Goods back to us, using an established delivery service. If you do this, you should keep a receipt or other evidence from the delivery service that proves you have sent the Goods back and when you sent them. If you do not do this and we do not receive the Goods at all

or within a reasonable time we will not refund you the price. For help with returns, including our collection arrangements for Goods which cannot be posted, contact our Customer Service Team :- [sales@youngs-tbm.co.uk](mailto:sales@youngs-tbm.co.uk).

8.9 We reduce your refund if you have used or damaged Goods. If you handle the Goods in any way which would not be acceptable in-store, we will reduce your refund, to compensate us for its reduced value. For example, we will reduce your refund if the Goods condition is not "as new", if the price tags have been removed, if the Goods branded packaging is damaged, or if accessories are missing. In some cases, because of the way you have treated the Goods, no refund may be due.

8.10 When and how we refund you. If you tell us you've changed your mind about Goods that have not been delivered or Goods that we're collecting from you, we will refund you as soon as possible and within 14 days. If you're sending your Goods back to us, we refund you within 14 days of receiving the Goods (or receiving evidence you've sent them to us). We refund you by the method you used for payment. We do not charge a fee for the refund.

8.11 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

8.12 These Terms shall apply to any repaired or replacement Goods supplied by the Supplier.

## 9 Faulty Goods

9.1 If you are a Consumer, you have rights if there is something wrong with your Goods as set out below:

If you think there is something wrong with your Goods, you must either bring it into one of our stores or contact our Customer Service Team: [sales@youngs-tbm.co.uk](mailto:sales@youngs-tbm.co.uk). We honour our legal duty to provide you with Goods that are as described to you on our website and that meet all the requirements imposed by law. Your legal rights are summarised below. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk). Remember too that You have several options for resolving disputes with us.

Summary of your key legal rights if you are a consumer

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

- Up to 30 days: if your Goods are faulty, then you can get a 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.

9.2 On receipt of the Goods, you must check they match your Order. If there is any problem, or if they are defective or damaged, you must notify us as soon as reasonably possible. Do not use the goods. Claims may be reduced or rejected if we have not been given an opportunity to put matters right.

9.3 Manufacturer Warranties. Some of our Goods are sold with a manufacturer's warranty or guarantee. The Goods description will provide details of any warranty or guarantee. Any compliant, query or claim under the manufacturer's guarantee must be made direct to the manufacturer. These rights are in addition to your statutory rights.

10 We can end our contract with you.

10.1 We can end our contract with you for any Goods and claim any compensation due to us if:

- you do not make payment to us when payment is due and you still do not make payment within 30 days of our reminding you that payment is due;
- you do not, within a reasonable time of us asking for it, provide us with information, cooperation or access that we need to provide the relevant Goods;
- you do not, within a reasonable time, either allow us to deliver the Goods to you or collect them from us. If you have said you will collect the Goods ("click and collect") but you do not do this within 5 days, we treat your Order as cancelled and refund the purchase price; or
- you become unable to pay your debts when they fall due or proceedings are or are reasonably likely to be commenced by or against you alleging bankruptcy or insolvency or an administrator, receiver or administrative receiver is appointed or is reasonably likely to be appointed over all or part of your undertaking and assets

10.2 Upon ending of the contract, any money due to us in respect of the contract which has been terminated shall become immediately due and payable and we shall be under no further obligation to supply Goods to you, provided that where you have paid for Goods in advance of our ending of the contract, we shall, at our discretion, supply those Goods to you or cancel the supply of those Goods and refund you the price paid for those Goods.

## 11 Limitations of on Liability

If you are a Consumer, please note that we don't compensate you for all losses caused by us or our Goods as set out below.

11.1 If you are a consumer (which for these purposes means anyone who acts outside the course of a business, trade or profession) who is placing an Order and/or purchasing Goods, to the extent not prohibited by law, we accept no liability for any:

11.1.1 losses that:

- (a) were not foreseeable to you (loss is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time you and we entered into our agreement); or
- (b) were not caused by us when we were at fault or in breach of the Agreement; or
- (c) losses that were avoidable in that it was something you could have avoided by taking reasonable action, including following our reasonable instructions for use

11.1.2 business losses (which includes loss of profits, loss of business, contracts, goodwill, business opportunity and other similar losses).; and

11.1.3 losses to non-consumers.

11.2 If you are acting as a consumer, you may have certain legal rights regarding claims in respect of losses caused by our negligence or failure to carry out our obligations. Nothing in our agreement is intended to limit your legal rights as a consumer. For further information about your legal rights, you can contact your local authority Trading Standards Department or Citizens Advice Bureau.

Liability provisions that apply to you as a consumer

11.3 Nothing in our agreement limits or excludes our liability for fraud or fraudulent misrepresentation, death or personal injury caused by our negligence or for any other liability which cannot be limited or excluded by law.

11.4 Our Website, catalogues and other media may contain information and materials created and submitted by third parties, and we exclude liability for all losses arising from any error, omission or inaccuracy in any such information and material.

## 12 Disputes

12.1 We will try to resolve any disputes with you quickly and efficiently.

12.2 If you are unhappy with:

12.2.1 the Goods;

12.2.2 our service to you; or

12.2.3 any other matter;

please contact us as soon as possible.

12.3 If we cannot resolve a dispute using our internal complaint handling procedure, we will:

12.3.1 let you know that we cannot settle the dispute with you; and

12.3.2 give you certain information required by law about our alternative dispute resolution provider. You may also use the online dispute resolution platform to resolve the dispute with us. For more details contact Citizens Advice.

12.4 If you want to take court proceedings, the relevant courts of England and Wales will have exclusive jurisdiction in relation to this contract.

12.5 The laws of England and Wales will apply to this Agreement.

13 Other important terms

13.1 We use your personal data as set out in the privacy policy. In the course of our dealings with you, we will collect and process personal information about you, including to administer and process your Order, and to provide the Goods. Further information on the manner in which we process personal information is set out in our Privacy Policy, a copy of which is available on our Website.

13.2 Events beyond our control. We shall have no liability to you for any failure or delay in supply or delivery, nor if performance of any of our obligations is prevented or restricted, nor for any damage or defect to Goods supplied or delivered under our agreement, in each case that is caused by any event or circumstance beyond our reasonable control (including, without limitation, the following to the extent these are outside our reasonable control: accidents, extreme weather conditions, fire, explosion, flood, storm, earthquake, natural disaster, failure of telecommunications networks, inability to use transport networks, acts of God, terrorist attack, war, civil commotion, riots, strikes, lockouts and other industrial disputes, acts or restraints of Government, and imposition of restrictions on imports or exports).

13.3 Nobody else has any rights under this contract. This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

13.4 If a court invalidates some of this contract, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

13.4 Even if we delay in enforcing this contract, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you are not allowed to do under this agreement, but that doesn't mean we cannot enforce the agreement later.

13.5 Transfer of rights. You may not assign or transfer your rights or obligations under our agreement, unless we agree in writing. We can transfer our contract with you, so that a different organisation is responsible for supplying your Goods.

13.5. Before working with electricity, gas or water you should always consult an appropriate professional electrician or plumber with appropriate qualifications and accreditations (for example, Gas Safe or registered Gas Installer registered). Always read and follow any relevant manuals and safety instructions. When working with electricity always turn off the mains.

13.6 Asbestos. Asbestos may be found in some older properties. If you have any concerns about the presence of asbestos, you should seek advice from a licensed asbestos company.

13.7 Building works. In connection with building work, we cannot advise on planning permission or building regulation issues. You are responsible for obtaining all necessary planning permission and local authority consents and permissions (and all other relevant consents and permissions) for any work to be carried out and allowing us or our agent to inspect these prior to the commencement of work.

13.8 Disposal of electrical and electronic equipment The Waste Electrical and Electronic Equipment Regulations 2013 aim to ensure waste from certain electrical and electronic equipment is reduced, separated from household waste, and ultimately disposed of in a sound environmental manner. We do not have the facilities to accept this waste in our branch.

13.9 Updates to these Terms. We may update, vary and amend these Terms from time to time without prior notice. Each time you Order or otherwise purchase any Goods from us, the Terms in force at that time will apply (as set out on our Website or available in store). Please check in store or on our Website to ensure that you understand which Terms apply. These Terms were last updated on 1st June 2023.