



hearing products for a better life style

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Terms and Conditions of Sale and Supply – Consumer

1 General

- 1.1 What these Terms cover. Sarabec Limited ("we", "us" or "our") operate these Terms and conditions of sale and supply to sell its products to its individual consumer customers. These Terms in conjunction with our Privacy Policy, Website Terms of Use Policy and Website Acceptable Use Policy tells you information about us and the legal terms and conditions on which we supply products from us to you and how we deal with your information.
- 1.2 Who these Terms cover. These Terms will apply to any contract between us for the sale and supply of products to you as an individual consumer.
- 1.3 Where these Terms apply. These Terms apply to any orders placed directly with us or placed via our websites at www.sarabec.com or www.accesstosound.com.
- 1.4 Why you should read them. Please read these Terms carefully before you submit your order to us. These Terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these Terms, please contact us to discuss. Please note that before placing an order you will be asked to agree to these Terms. If you refuse to accept these Terms, you will not be able to order any products from us.
- 1.5 You should keep a copy of these Terms and our other policies for future reference.
- 1.6 These Terms and our other policies and contract between us are only available in the English language.

2 Information about us and how to contact us

- 2.1 Who we are. Sarabec Limited, a private limited company registered in England, company number 02125618. Our registered office is at 15C High Force Road, Riverside Park Industrial Estate, Middlesbrough, TS2 1RH, United Kingdom.
- 2.2 How to contact us. You can contact us by telephoning our customer service team at 01642 247789 or by writing to us at 15C High Force Road, Riverside Park Industrial Estate, Middlesbrough, TS2 1RH United Kingdom.
- 2.3 How we may contact you. If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us with your order.
- 2.4 "Writing" includes emails. When we use the words "writing" or "written" in these Terms, this includes faxes, emails and postal mail.

3 Our contract with you

- 3.1 Placing an order with us. Our website pages will guide you through the process of placing an order. Our order process allows you to review and amend the order before submitting your order to us. Our catalogues have full instructions on how to send us a written order. We will also accept orders by telephone and one of our representatives will guide you through the steps needed to place an order with us.
- 3.2 How we will accept your order. An order placed on our website will receive an acknowledgement that we have received your order, however, please note that at this stage this does not mean we have accepted your order.
- 3.3 Our acceptance of your order will take place when we have verified that the requirements of your purchase order can be met. A contract will come into existence between you and us at that point.
- 3.4 If we cannot accept your order. If we are unable to accept your order, we will inform you of this as soon as practical and will not charge you for the product. We may not be able to accept your order because the product is out of stock, because we have identified an error in the price or description of the product, because we are unable to meet a delivery deadline you have specified or because of unexpected limits on our resources which we could not reasonably plan for. If we can agree with you on changes to your purchase order, we will continue to process and accept it. Should you have prepaid for your order and we cannot agree a remedy we will refund you in full the amount you had prepaid for all or part of the order we cannot fulfil as soon as practical.
- 3.5 We will assign an order number to your order. If you have requested an order acknowledgement our order number will be shown on that. If you have a query about your order please use this number or web order ID whenever you contact us about your order.
- 3.6 We will only invoice you and take payment from a payment card on the date the products are despatched. Cheques may be cashed in advance to allow time for the payment to clear.

4 Our products

- 4.1 Full descriptions of our products are given in our current catalogue or on our website.
- 4.2 Our products are only suitable for the intended uses described; any other use is at your own risk.
- 4.3 As part of a programme of product development we reserve the right to improve and update product designs. Products from organisations outside of our control may change without notice.
- 4.4 Products may vary slightly from their pictures. The images of the products shown in our catalogues or our websites are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images.
- 4.5 Although we have made every effort to be as accurate as possible, all sizes, weights, capacities, dimensions and measurements indicated on our website are approximate only.
- 4.6 Product packaging may vary. The packaging of the product may vary from that shown in our images.
- 4.7 Making sure your measurements are accurate. If we are making the product to measurements you have given us, you are responsible for ensuring that these measurements are correct.

5 Your rights to make changes

- 5.1 If you wish to make a change to an order you have sent, please contact us as soon as possible. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

6 Our rights to make changes

- 6.1 We may amend these Terms from time to time. These Terms will show the date when they were issued by us. Please contact us if you need a copy of our latest Terms or refer to our website.
- 6.2 Every time you order products from us, the Terms in force at the time of your order will apply to the contract between you and us.
- 6.3 If these Terms change between your placing the order and our acceptance of your order, we will contact you to let you know how to cancel the contract if you are not happy with the changes. 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.
- 6.4 Minor changes. We may change the product and these Terms to reflect changes in relevant laws and regulatory requirements and change the product to implement minor technical adjustments and improvements (which will not affect your use of the product) but, if we do so, we will notify you and explain the effects of these changes before the changes take effect.
- 6.5 More significant changes to the products and these Terms. In addition, we may make more significant changes to these Terms or the product, but if we do so we will notify you and you may then contact us to end the contract and receive a full refund before the changes take effect.

7 Delivery

- 7.1 Delivery costs. The costs of delivery will be as per our current delivery charge tariff. If your order does not itemise this and the order requires a delivery charge, we will inform you what your options are before we accept your order.
- 7.2 When we will provide the product. We aim to despatch all goods within 2 working days of receipt of the purchase order. Delivery to UK addresses may take up to 3 working days from the date of despatch dependent on your geographical location. If a delivery is not possible within these timescales we will contact you with an estimated delivery date or to agree a delivery date. In any event we will deliver the goods within 30 days unless we agree otherwise.
- 7.3 Delivery is made by independent carriers. The independent carrier may require a signature from you on delivery of your order.
- 7.4 It is your responsibility to check the products upon delivery. If products do not appear to be in good condition, then please refuse delivery. If you are unable to check the contents of your delivery at the point of delivery, then please sign for the delivery as "Unchecked". Failure to do so may affect warranty or claims you make thereafter and any claim we have against the carrier.
- 7.5 We are not responsible for delays outside our control.

- 7.5.1 An event outside our control means any act or event beyond our reasonable control, including for example strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- 7.5.2 If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.
- 7.6 Collection by you. If you have asked to collect the products from our premises, you can collect them from us at any time during our normal working hours on weekdays (excluding public holidays).
- 7.7 If you are not available when the product is delivered. If no one is available at your address to take delivery and the products cannot be posted through your letterbox, we or our courier will attempt to leave you a note informing you of how to rearrange delivery or collect the products from a local depot.
- 7.8 If you do not re-arrange delivery. If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 9.2 will apply.
- 7.9 Your legal rights if we deliver late. You have legal rights if we deliver any products late. If we miss the delivery deadline for any products then you may treat the contract as at an end straight away if any of the following apply:
- 7.9.1 we have refused to deliver the products;
- 7.9.2 delivery within the delivery deadline was essential (considering all the relevant circumstances); or
- 7.9.3 you told us before we accepted your order that delivery within the delivery deadline was essential.
- 7.10 Setting a new deadline for delivery. If you do not wish to treat the contract as at an end straight away, or do not have the right to do so under clause 7.9, you can give us a new deadline for delivery, which must be reasonable, and you can treat the contract as at an end if we do not meet the new deadline.
- 7.11 Ending the contract for late delivery. If you do choose to treat the contract as at an end for late delivery under clause 7.9, you can cancel your order for any of the products or reject products that have been delivered. If you wish, you can reject or cancel the order for some of those products (not all of them), unless splitting them up would significantly reduce their value. After that we will refund any sums you have paid to us for the cancelled products and their delivery. If the products have been delivered to you, you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please contact our customer services for a return label or to arrange collection.

- 7.12 When you become responsible for the product. The product will be your responsibility from the time we deliver the product to the address you gave us or you or a carrier organised by you collect it from us.
- 7.13 When you own goods. You own the goods once we have received payment in full.
- 7.14 What will happen if you do not give required information to us. We may need certain information from you so that we can supply the products to you. If so, this will have been stated in the description of the products. 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 9.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
- 7.15 Reasons we may suspend the supply of products to you. We may have to suspend the supply of a product to:
- 7.15.1 deal with technical problems or make minor technical changes;
 - 7.15.2 update the product to reflect changes in relevant laws and regulatory requirements;
 - 7.15.3 make changes to the product as requested by you or notified by us to you (see clause 6).
- 7.16 Your rights if we suspend the supply of products. We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. If we have to suspend the product for longer than 7 days in any 30-day period, you may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 7 days and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.
- 7.17 We may also suspend supply of the goods or services if you do not pay. If you do not pay us for the goods or services when you are supposed to (see clause 11.5) and you still do not make payment within 14 days of us reminding you that payment is due, we may suspend supply of the goods or services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the goods or services. We will not suspend the goods or services where you dispute the unpaid invoice (see clause 11.7). We will not charge you for the goods or services during the period for which they are suspended. As well as suspending the goods or services we can also charge you interest on your overdue payments (see clause 11.6).

8 Your rights to end the contract and our voluntary returns policy

- 8.1 You can always end your contract with us. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract.
- 8.1.1 If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), see clause 10;
 - 8.1.2 If you have just changed your mind about the product within the 14-day cooling-off period (Consumer Contracts Regulations 2013), see clause 8.2. You may be able to get a refund, but this may be subject to deductions;
 - 8.1.3 If you have just changed your mind about the product, without prejudice to your statutory rights, Sarabec provides a 1-month period to evaluate a product (excludes sale

items), see clause 8.3. You may be able to get a refund, but this may be subject to deductions;

8.1.4 If you want to end the contract because of something we have done or have told you we are going to do, see clause 8.4;

8.1.5 In all other cases (if we are not at fault and there is no right to change your mind), see clause 8.5

8.2 Exercising your right to change your mind (Consumer Contracts Regulations 2013). For most products bought through our website or catalogue you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in this clause.

8.2.1 How long do I have to change my mind? You have 14 days after the day you (or someone you nominate) receives the goods, unless:

8.2.1.1 Your goods are split into several deliveries over different days. In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery to change your mind about the goods.

8.2.1.2 Your goods are for regular delivery over a set period. In this case you have until 14 days after the day you (or someone you nominate) receives the first delivery of the goods.

8.2.2 When you don't have the right to change your mind. You do not have a right to change your mind in respect of:

8.2.2.1 any products that are made to your specifications or are clearly personalised;

8.2.2.2 any products that are liable to deteriorate or expire rapidly;

8.2.2.3 products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;

8.2.2.4 sealed audio or sealed video recordings or sealed computer software, once these products are unsealed after you receive them; and

8.2.2.5 any products which become mixed inseparably with other items after their delivery.

8.2.3 To end the contract with us, you must let us know by contacting our customer services team in writing or by email, fax or phone call. Please provide your name, delivery address, details of your order and, where available, your phone number and email address.

8.2.4 Returning products after ending the contract. If you are exercising your right to change your mind you must send the goods back to us within 14 days of telling us you wish to end the contract. You must either return the goods in person to where you bought them or post them back to us. You must pay the costs of returning products to us.

8.3 You may wish to have a longer period than the cooling off period in clause 8.2 to evaluate a product. We offer a period of up to 1 month from the receipt of the goods for this purpose. You may take advantage of this offer for most products bought through our website or catalogue you may take up to 1 month to change your mind and receive a refund. This offer is explained in more detail in this clause.

8.3.1 How long do I have to change my mind? You have 1 month after the day you (or someone you nominate) receives the goods, unless:

- 8.3.1.1 Your goods are split into several deliveries over different days. In this case you have until 1 month after the day you (or someone you nominate) receives the last delivery to change your mind about the goods.
 - 8.3.1.2 Your goods are for regular delivery over a set period. In this case you have until 1 month after the day you (or someone you nominate) receives the first delivery of the goods.
 - 8.3.2 When you don't have the right to change your mind. You do not have a right to change your mind in respect of:
 - 8.3.2.1 any products that are made to your specifications or are clearly personalised;
 - 8.3.2.2 any products that are liable to deteriorate or expire rapidly;
 - 8.3.2.3 products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;
 - 8.3.2.4 sealed audio or sealed video recordings or sealed computer software, once these products are unsealed after you receive them; and
 - 8.3.2.5 any products which become mixed inseparably with other items after their delivery.
 - 8.3.3 To end the contract with us, you must let us know by contacting our customer services team in writing or by email, fax or phone call. Please provide your name, delivery address, details of your order and, where available, your phone number and email address.
 - 8.3.4 Returning products after ending the contract. If you are using this 1-month period to change your mind you must send the goods back to us within 7 days of telling us you wish to end the contract. Products must be returned in the original packaging. You must either return the goods in person to where you bought them or post them back to us. You must pay the costs of returning products to us.
- 8.4 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 8.4.1 to 8.4.5 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:
- 8.4.1 we have told you about an upcoming change to the product or these terms which you do not agree to;
 - 8.4.2 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;
 - 8.4.3 there is a risk that supply of the products may be significantly delayed because of events outside our control;
 - 8.4.4 we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 7 days; or
 - 8.4.5 we have not delivered the product within 30 days; or
 - 8.4.6 you have a legal right to end the contract because of something we have done wrong (including because we have delivered late (see clause 7.9)).
- 8.5 Ending the contract where we are not at fault and there is no right to change your mind. If you do not have any other rights to end the contract (see clause 8.1), you can still contact us before it is completed and tell us you want to end it. If you do this the contract will end immediately and we

will refund any sums paid by you for products not provided but we may deduct from that refund compensation for the net costs we will incur as a result of your ending the contract.

8.6 When we will pay the costs of return. We will pay the basic cost of return to us:

8.6.1 if the products are faulty or misdescribed;

8.6.2 if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong;

Please contact us at our address shown in how to contact us, before returning goods so we can agree on the method and cost to be applied.

In all other cases you must pay the costs of return.

8.7 Your right to a refund. If you are due a refund through clauses 8.2 – 8.6 you will receive this refund within 14 days of us receiving the goods back from you as required above, or you provide evidence of having returned the goods (for example, a proof of postage receipt from the post office).

8.8 What we charge for collection. If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection. The costs of collection will be the same as our charges for standard delivery.

8.9 How we will refund you. We will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below. A deduction can be made if the value of the goods has been reduced as a result of you handling the goods more than was necessary.

8.9.1 We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be reasonably 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.

8.9.2 The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

8.9.3 Where the product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

8.9.4 When your refund will be made. We will make any refunds due to you as soon as possible. Your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us.

Summary of your statutory cancellation right and our voluntary returns policy

	Statutory Rights	Sarabec Voluntary Returns Policy
Return period (days beginning with the day goods received by customer)	14 calendar days	1 calendar month
Refund of full product price, providing the product is returned in reasonable condition. A charge can be made if product is returned in an unsatisfactory condition (missing items/damage)	Yes	Yes
Refund of costs of sending the item back to us if defective, damaged, misdescribed or incorrect sent item? Refund on receipt of returned goods.	Yes	Yes
Refund of costs of sending the item back to us if cancellation/changed mind?	No	No
Refund of original delivery costs if defective, damaged, misdescribed or incorrect sent item?	Yes	Yes
Refund of original delivery costs if cancelled/changed mind?	Yes, cheapest method	Yes, cheapest method
Product to be returned within	14 calendar days after notification	7 calendar days after notification
Refund to be given within	14 calendar days after receipt of goods	14 calendar days after receipt of goods

9 Our rights to end the contract

9.1 We may end the contract if you break it. We may end the contract for a product at any time by writing to you if:

- 9.1.1 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;
- 9.1.2 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, for example, specifications, dimensions, or wording for personalised goods;
- 9.1.3 you do not, within a reasonable time, allow us to deliver the products to you or collect them from us; or
- 9.1.4 you do not, within a reasonable time, allow us access to your premises to supply the services.

9.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for products we have not

provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

- 9.3 We may withdraw the product. We may write to you to let you know that we are going to stop providing the product. We will endeavour to let you know at least 14 days in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

10 If there is a problem with the product

10.1 How to tell us about problems. If you have any questions or complaints about the product, please contact us at our address shown in how to contact us.

10.2 Summary of your legal rights. We are under a legal duty to supply products that are in conformity with this contract. See 10.3 below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

10.2.1 This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

10.2.2 If your product is goods, for example an amplifier, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected life of your product your legal rights entitle you to the following.

10.2.3 up to 30 days: if your item is faulty, then you can get a refund.

10.2.4 up to six months: if your faulty item can't be repaired or replaced, then you're entitled to a full refund, in most cases.

10.2.5 up to six years: if the item can be expected to last up to six years you may be entitled to a repair or replacement, or, if that doesn't work, some of your money back.

10.3 If you wish to exercise your legal rights, as in 10.2 above, to reject products you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please contact us at our address shown in how to contact us for a return label or to arrange collection.

11 Price and payment

11.1 Where to find the price for the product. The price of the product will be that indicated in our current publications on the date when you placed your order. We use our best efforts to ensure that the price of product advised to you is correct. However please see clause 11.4 or what happens if we discover an error in the price of the product you order. The price of the product does not include delivery charges.

11.2 Inclusion of VAT. VAT is calculated at the prevailing rate at the date of invoice. Should the applicable rate of VAT change from that shown in our publications, calculations will be based on the new rates and charged to you accordingly.

11.3 If you have already paid for the products in full before the change in VAT takes effect, we will have to pass on those changes in the rate of VAT.

11.4 What happens if we got the price wrong. 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, 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.

- 11.5 When you must pay and how you must pay. We accept payment by Debit card/Credit card/Cheque/. You must pay for the products before we despatch them. In the event that your Debit or Credit card is charged before your order is accepted, a full refund (including any delivery costs charged) will be issued as soon as possible in the event that we do not accept your order or should you decide not to proceed with the order. In these circumstances, please contact us.
- 11.6 We can charge interest if you pay late. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 11.7 What to do if you think an invoice is wrong. If you think an invoice is wrong please contact us promptly to let us know and we will not charge you interest until we have resolved the issue.

12 Our responsibility for loss or damage suffered by you if you are a consumer

- 12.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 12.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products as summarised at clause 10.2 and for defective products under the Consumer Protection Act 1987
- 12.3 We are not liable for business losses. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13 How we may use your personal information

- 13.1 How we will use your personal information. We will use the personal information you provide to us:
- 13.1.1 to supply the products to you;
 - 13.1.2 to process your payment for the products; and
 - 13.1.3 if you agreed to this during the order process, to inform you about similar products that we provide, but you may stop receiving these at any time by contacting us.
- 13.2 We will only give your personal information to other third parties where the law either requires or allows us to do so.
- 13.3 For full details of our how we handle your data please refer to our Privacy Policy.

14 Other important terms

- 14.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these Terms to another organisation. We will contact you to let you know if we plan to do

this. If you are unhappy with the transfer you may contact us to end the contract within 14 days of us telling you about it and we will refund you any payments you have made in advance for products not provided.

- 14.2 You need our consent to transfer your rights to someone else (except that you can always transfer any guarantee given by us). You may only transfer your rights or your obligations under these Terms to another person if we agree to this in writing. We may not agree if we reasonably believe that the person to which you wish to transfer your obligations will not be able to fulfil the obligations to be transferred. However, you may transfer a guarantee given by us in relation to the product to a person who has acquired the product. 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.
- 14.3 Nobody else has any rights under this contract. This contract is between you, the consumer, and us. No other person shall have any rights to enforce any of its Terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these Terms.
- 14.4 If a court finds part of this contract 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, the remaining paragraphs will remain in full force and effect.
- 14.5 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 14.6 Which laws apply to this contract and where you may bring legal proceedings.
 - 14.6.1 A contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
 - 14.6.2 We both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with a contract or its subject matter or formation (including non-contractual disputes or claims).