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OUR TERMS

1. THESE TERMS

1.1 **What these terms cover.** These are the terms and conditions on which we supply products to you, whether these are goods or services.

1.2 **Why you should read them.** Please read these terms carefully before making your order. These terms tell you who we are, how we will supply to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

1.3 **Are you a business customer or a consumer?** In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:

- You are an individual.
- You are buying products from us wholly or mainly for your personal use (not for use in your trade, business, craft or profession).

Provisions specific to consumers only are in **RED** and those specific to businesses only are in **BLUE**

1.4 **If you are a business customer this is our entire agreement with you.** If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us

which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 **Who we are.** We are Briants of Risborough Limited a company registered in England and Wales, with company registration number 00827172 and registered office at Green Close Works Thame Road, Longwick, Princes Risborough, Buckinghamshire, HP27 9SG. Our VAT number is GB194-3644-40.

2.2 **How to contact us.** You can contact us by telephoning our customer service team at 01844 343663 or 01844 345975 or by writing to us at Green Close Works Thame Road, Longwick, Princes Risborough, Buckinghamshire, HP27 9SG (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 give in your order.

2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

3.1 **How we will accept your order.** If you order online through our website then we accept your order when we email you to accept it, at which point a contract will first come into existence between you and us. If you order over the telephone or in-store then we will tell you verbally that your order has been accepted

3.2 **If we cannot accept your order.** If you order online through our website and we cannot accept your order, we will tell you in writing and will not charge for the

product. If you order over the telephone or in-store we tell you verbally that we cannot accept your order. This might be because the product is out of stock, because of unexpected limits on our resources, because we have identified an error in the price or description of the product or because we cannot meet a delivery date you have specified.

3.3 **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. Please tell us the order number whenever you contact us about your order.

3.4 We only sell in the UK. Our website (www.briantsltd.co.uk) is solely for sale of products in the UK. It does not accept orders from or deliveries to addresses outside the UK

4. **OUR PRODUCTS**

4.1 **Products may vary slightly from their pictures.** The images of the products on our website are for illustrative purposes only. Your product may vary slightly from those images.

4.2 **Product packaging may vary.** The packaging of the product may vary from that shown in images on our website.

5. **YOUR RIGHTS TO MAKE CHANGES**

If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which

would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

6. OUR RIGHTS TO MAKE CHANGES

6.1 Minor changes to the products. We may change the product:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement technical adjustments and improvements, but not so as to affect your use of the product.

7. PROVIDING THE PRODUCTS

7.1 Delivery costs. The costs of delivery will usually be as displayed to you on our website. Where delivery costs are not shown on our website, the costs will be quoted prior to our acceptance of your order.

7.2 When we will provide the products. During the order process we will estimate when we will get the products to you. While we shall try hard to meet that estimate, no liability is accepted for any loss arising from delayed or erroneous delivery. If delivery is required urgently and before the estimated delivery time, please contact us to ask if faster delivery is possible at an increased cost, which you will have to pay before such delivery is made.

7.3 We are not responsible for delays outside our control. 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 delay exceeding two months, you may contact us to end the contract and receive a refund for any products for which you have paid, but not received.

- 7.4 **If you are not at home 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, our courier will leave you a note telling you how to rearrange delivery or collect them locally.
- 7.5 **If you do not re-arrange delivery.** If after a failed delivery to you, you do not re-arrange delivery or collect the goods as advised by the courier, 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 we may end the contract and clause 10.2 will apply.
- 7.6 **When you become responsible for the goods.** A product which is goods will be your responsibility from the time we deliver the product to the address you gave us or you collect it as directed.
- 7.7 **When you own goods.** You own a product which is goods once we have received payment in full.
- 7.8 (Business Customers only) Until payment in full is made you must keep such goods separate from other goods and clearly marked so that they can be readily identified as our property. Any payment received by you for any sale of such goods must be held in a separate account in trust for us. In the event of non-payment by you for such goods we will, without loss of any other right or remedy, remove from your possession any such goods belonging to us. We shall be entitled to enter the property where the goods are stored and repossess and remove them. You hereby grant us irrevocable licence to enter your premises for the said purposes.
- 7.9 **Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product to:

- (a) deal with technical problems or make minor technical changes;
- (b) update a product for changes in relevant laws and regulatory requirements;
- (c) make changes requested by you or notified by us to you (see clause 6).

7.10 For business customers, we shall be deemed to have fulfilled our contract by delivery of quantity within 10% plus or minus of the quantity of goods ordered and you shall be charged at the contract rate for the quantity delivered.

8. YOUR RIGHTS TO END THE CONTRACT

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, when you decide to end the contract and whether you are a consumer or business customer:

- (a) **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 12** if you are a consumer and **clause 13** if you are a business;
- (b) **If you want to end the contract because of something we have done or have told you we are going to do, see clause 8.2;**
- (c) **If you are a consumer and have just changed your mind about the product, see clause 8.3.** You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods;
- (d) **In all other cases (if we are not at fault and you are not a consumer exercising your right to change your mind), see clause 8.6**

8.2 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at 8.2(a) to 8.2(d) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- (b) there is a risk that supply of the products may be significantly delayed because of events outside our control;
- (c) 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 30 days; or
- (d) you have a legal right to end the contract because of something we have done wrong.

8.3 **Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013).** If you are a consumer then for most products bought online 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 these terms.

8.4 **When consumers do not have a right to change their minds.** Your right as a consumer to change your mind does not apply in respect of:

- (a) Products customised by affixation of your name or logo or other personal details such that we are unlikely to be able to supply them to other customers;
- (b) digital products after you have started to download or stream these;

- (c) services, once these have been completed, even if the cancellation period is still running;
- (d) products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;
- (e) sealed audio or sealed video recordings or sealed computer software, once these products are unsealed after you receive them; and
- (f) any products which become mixed inseparably with other items after their delivery.

8.5 **How long do consumers have to change their minds?**

If you have bought goods you have 14 days after the day you/or someone you nominate receive/s the goods, **unless**:

- (i) **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.
- (ii) **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.
- (iii) **You bought the goods in-store**

8.6 **Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you are not a consumer who has a right to change their mind (see clause 8.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for goods is completed when the product is delivered, and paid for. If you want to end a contract before it is completed where we are not at fault and you are not a consumer who has

changed their mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

9. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU ARE A CONSUMER WHO HAS CHANGED THEIR MIND)

9.1 Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:

(a) **Phone or email.** Call customer services on 01844 343663 or 01844 345975 or email us at info@briantsonline.com. Please provide your name, home address, details of the order and, where available, your phone number and email address.

(b) **By post.** Print off the form and post it to us at the address on the form. Or simply write to us at that address, including details of what you bought, when you ordered or received it and your name and address.

9.2 When we will pay the costs of return. We will pay the costs of return:

- (a) if the products are faulty or misdescribed;
- (b) 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.

In all other circumstances (including where you are a consumer exercising your right to change your mind) you must pay the costs of return/return the goods yourself.

9.3 **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, plus an administration charge of £25.

9.4 **How we will refund you.** If you are entitled to a refund under these terms we will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

9.5 **When we may make deduction from refunds if you are a consumer exercising your right to change your mind.** If you are exercising your right to change your mind:

(a) 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 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.

(b) 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 quicker at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

- (c) 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.

9.6 When your refund will be made. We will make any refunds due to you as soon as possible. **If you are a consumer exercising your right to change your mind then:**

- (a) **If the products are goods and we have not offered to collect them, 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. For information about how to return a product to us, read clause 12.**
- (b) In all other cases, your refund will be made within 14 days of your telling us you have changed your mind

10. OUR RIGHTS TO END THE CONTRACT

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

- (a) you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;
- (b) you do not, within a reasonable time, allow us to deliver the products to you or collect them from us; or
- (c) you do not, within a reasonable time, allow us access to your premises to supply the services.

10.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract, including any legal costs we incur on a full indemnity basis, including legal costs and expenses for collection of goods..

11. IF THERE IS A PROBLEM WITH THE PRODUCT

How to tell us about problems. If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at 01844 343663 or 01844 345975 or write to us at Green Close Works Thame Road, Longwick, Princes Risborough, Buckinghamshire, HP27 9SG or info@briantsonline.co.uk.

12. YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A CONSUMER

12.1 If you are a consumer we are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the products. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

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

If your product is **goods**, the Consumer Rights Act 2015 says goods must be as described,

fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

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

See also clause 8.3.

12.2 **Your obligation to return rejected products.** If you wish to exercise your legal rights to reject defective products you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please call customer services on 01844 343663 or 01844 345975 or email us at info@briantsonline.co.uk. to arrange collection.

13. YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A BUSINESS

13.1 If you are a business customer we warrant that on delivery, and for a period of 90 days from the date of delivery (**warranty period**), any products which are goods shall:

- (a) conform with their description;
- (b) be free from material defects in design, material and workmanship;

- (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- (d) be fit for any purpose held out by us.

13.2 Subject to clause 13.4, if:

- (a) you give us notice in writing during the warranty period within a reasonable time of discovery that a product does not comply with the warranty set out in clause 13.1;
- (b) we are given a reasonable opportunity of examining such product; and
- (c) you return such product to us at our cost,

we shall, at our option, repair or replace the defective product, or refund the price of the defective product in full.

13.3 We will not be liable for a product's failure to comply with the warranty in clause 13.1 if:

- (a) you make any further use of such product after giving a notice in accordance with clause 13.2(a);
- (b) the defect arises because you failed to follow our oral or written instructions as to the storage of the product or (if there are none) good trade practice;
- (c) ;
- (d) you alter or repair the product without our written consent; or
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.

13.4 Except as provided in this clause 13, we shall have no liability to you in respect of a product's failure to comply with the warranty set out in clause 13.1.

13.5 These terms shall apply to any repaired or replacement products supplied by us under clause 13.2.

14. PRICE AND PAYMENT

14.1 **Where to find the price for the product.** The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order or on the product itself if you buy it from our store. We take care to ensure that the price of the product advised to you is correct. However please read clause 14.3 for what happens if we discover an error in the price of the product you order.

14.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

14.3 **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 to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

14.4 **When you must pay and how you must pay.** We accept payment by Paypal on our website and by cash or card (including Mastercard and Visa) when you pay in store.

- (a) Unless we have accepted you as an account customer, you must pay for the products before we dispatch them or before you take them from our store.
- (b) For **account customers**, you must pay for goods in full within 30 days of the date of the invoice, unless other settlement terms are agreed with us in writing.

14.5 **No right of set-off if you are a business customer.** If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

14.6 **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 5 % per annum above the base lending rate of Barclays Bank plc from time to time. This interest shall accrue on a daily basis from the due date until we receive payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

14.7 **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. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

15. **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER**

15.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable

care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

15.2 **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 12.1; and for defective products under the Consumer Protection Act 1987

15.3 **We are not liable for business losses.** If you are a consumer we only supply the products for to you for domestic and private use. If you use the products for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause 16.

16. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A BUSINESS

16.1 Nothing in these terms shall limit or exclude our liability for:

- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- (d) defective products under the Consumer Protection Act 1987; or

- (e) any matter in respect of which it would be unlawful for us to exclude or restrict liability.

16.2 Except to the extent expressly stated in clause 13.1 all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

16.3 Subject to clause 16.1:

- (a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
- (b) our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total price of products ordered under such contract.

17. HOW WE MAY USE YOUR PERSONAL INFORMATION

17.1 **How we will use your personal information.** We will use the personal information you provide to us:

- (a) to supply the products to you;
- (b) to process your payment for the products; and
- (c) if you agreed to this during the order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.

17.2 **We may pass your personal information to credit reference agencies.** Where we extend credit to you for the products we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.

17.3 **We will only give your personal information to third parties where the law either requires or allows us to do so.**

18. OTHER IMPORTANT TERMS

18.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will 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.

18.2 **You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. **However, if you are a consumer you may transfer our guarantee at clause 8.3 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.**

18.3 **Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

18.4 **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.

18.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking 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.

18.6 **Which laws apply to this contract and where you may bring legal proceedings if you are a consumer.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in other countries, you can bring legal proceedings in respect of the products in either your country or the English courts.

18.7 **Which laws apply to this contract and where you may bring legal proceedings if you are a business.** If you are a business, any dispute or claim arising out of or in connection with a contract between us 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 and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

Schedule Model Cancellation Form for consumer customers

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

To Briants of Risborough Limited, Green Close Works Thame Road, Longwick, Princes
Risborough, Buckinghamshire, HP27 9SG, info@briantsonline.co.uk

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

Ordered on [*/received on [*,

Name of consumer(s),

Address of consumer(s),

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

Date

[*] Delete as appropriate

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