

SLEEMAN AND HAWKEN LIMITED

Terms and Conditions

Please read the following important terms and conditions (“Conditions”) carefully before You buy anything on our Website and check that they contain terms You are willing to agree to. These Conditions apply both to consumers (e.g. persons purchasing goods for non-business purposes) and for businesses (who purchase goods in the course of business). The law affords extra protection to consumers; however We offer the same level of protection and care to our business customers (where possible.) There are certain clauses which We are legally obliged to bring to the attention of our consumer customers. We have highlighted the titles of such clauses “grey” in order to mark this distinction clearly.

Summary of some of your key rights:

Key Information

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that up to 14 days after receiving your goods, in most cases, You can change your mind and get a full refund.

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 You are entitled to the following:

- *up to 30 days: if your goods are faulty, You can get a refund;*
- *up to six months: if it cannot be repaired or replaced, then You are entitled to a full refund in most cases;*
- *up to six years: if the goods do not last a reasonable length of time, You may be entitled to some money back.*

This is a summary of some of your key rights. For detailed information from Citizens Advice please visit www.citizensadvice.org.uk or call 03454 04 05 06.

The information in this summary box summarises some of your key rights. It is not intended to replace the contract below which You should read carefully.

1. Definitions

In these Conditions, the following definitions shall apply:

Confirmation means the e-mail confirmation of the Order issued by S&H;

Coronavirus Pandemic means the Coronavirus (Covid-19) virus, being the subject matter of the worldwide pandemic officially declared by the World Health Organisation in the year 2020, and any linked or otherwise related or similar communicable disease having official WHO pandemic status;

Event Outside of Our Control is defined in clause 13.2;

Goods means the goods which are the subject of the Order;

Order means your instructions (communicated via e-mail, telephone or through the online checkout process on our Website) to S&H to supply the Goods (and Ordered shall be construed accordingly);

Public Network means a public communications network established and operated by a telecommunications provider, including the internet, wireless and mobile technologies;

S&H/We/Us means Sleeman & Hawken Limited;

You means the person (who is a consumer) or a party who (acting in the course of business) who has placed the Order with S&H; and **Website** means our website at (<https://www.sleeman-hawken.com/>).

2. About Us

2.1. We are a company registered in England and Wales, company number (00599191). Our registered VAT number is 141 1771 96.

2.2. If You have any questions or complaints, please contact Us. You can contact Us by telephoning +44 1626 778266 or e-mailing Us at: sales@sleeman-hawken.com.

2.3. If You wish to contact Us in writing, You can contact Us by e-mail, by hand or by pre-paid post to our registered office. If We have to contact You or give You notice in writing, We will do so by e-mail, by hand or by pre-paid post to the address You provide to Us in the Order.

3. Contract

3.1. These are the Conditions upon which S&H supply Goods to You. If You purchase Goods from Us via telephone, e-mail communications or through our Website, You agree to be legally bound by these Conditions.

3.2. These Conditions are only available in English and no other languages shall apply to these Conditions.

3.3. If You do not understand any part of these Conditions and want to talk to Us about them or would like these Conditions in another format e.g. audio, large print, braille, please contact Us at the details set out at the top of this page and in clause 2.2.

3.4. We retain sole and absolute discretion to amend these Conditions. We will contact You to let You know if We intend to do this by giving one month’s notice. If You have placed an Order before the change, You can end this contract if We tell You extra terms apply.

4. How We may use your personal information

4.1. Our **Privacy Policy** is available at <https://www.sleeman-hawken.com/privacy-policy>

4.2. Your privacy and personal information are important to Us. Any personal information that You provide to Us will be dealt with in line with our Privacy Policy, which explains what personal information We collect from You, how and why We collect, store, use and share such information, your rights in relation to your personal information and how to contact Us and supervisory authorities if You have a query or complaint about the use of your personal information.

5. Ordering Goods from Us

5.1. We set out here how a legally binding contract between You and Us is made.

5.2. **Orders placed by e-mail.** When You send an Order to S&H by e-mail this does not mean your Order for Goods has been accepted. Acceptance of the Order will take place as described in clause 5.7. If You think there is a mistake or require any changes to the Order please let S&H know prior to signing the Order.

5.3. **Orders placed on our Website.** You place an Order on our Website by completing the online checkout process. Please

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read and check your Order carefully before submitting it. However if You need to correct any errors You can do so before submitting it to Us. Submitting the Order to S&H does not mean your Order for Goods has been accepted. Acceptance of the Order will take place as described in clause 5.7.

5.4. **Orders placed via telephone.** When You submit an Order to S&H over the telephone, your Order for Goods will be accepted by Us when We inform You that the item is in stock during the call or at a later date once the item is restocked. If You think there is a mistake or require any changes to the Order please let S&H know as soon as possible.

5.4.1. These Conditions will become binding on You and S&H once We have verbally confirmed your Order and We have received payment for the Goods. At this point a contract will come into existence between You and S&H.

5.5. **Orders placed via our eBay shop.** Please note that if You place an Order for Goods via our eBay Shop, these Conditions will not apply to that contract. Please see the eBay Terms and Conditions which can be found [here](#) which shall apply to that Order.

5.6. If S&H are unable to supply You with the Goods, You will be informed in writing (excluding Orders placed over the phone, and in these circumstances, We shall call You to inform You that We cannot supply the Goods) and the Order will not be processed.

5.7. These Conditions will become binding on You and S&H when We issue You with Confirmation (excluding Orders placed via telephone) at which point a contract will come into existence between You and S&H. We will then despatch the Goods to You.

5.8. Please ensure that You read these Conditions carefully and check the details on the Order and that these Conditions are complete and accurate before You sign or submit the Order pursuant to clauses 5.2, 5.3 and 5.4 above.

5.9. We may contact You if We do not accept your Order. This is typically due to the following reasons: the Goods are unavailable, We cannot authorise payment, or there has been a mistake on the pricing or description of the Goods.

6. Information We give You

WE DRAW THIS CLAUSE TO THE ATTENTION OF OUR CONSUMER CUSTOMERS.

6.1. By law, the Consumer Contracts (Information, Cancellation and Additional Charges Regulations) say that We must give You certain key information before a legally binding contract between You and Us is made. If You want to see this information please see a summary of some of your key rights in the box above.

7. Price

7.1. The price payable for the Goods shall be the price set out in our price list in force at the date of the Order or in accordance with the prices indicated on our Website if You are placing an Order online (unless We have agreed another price with You in writing.) We take all reasonable care to ensure that the price of the Goods advised to You is correct. Special prices on parts may be available from time to time on our eBay Shop which may vary from the

standard list price. It is recommended that customers check this for the best prices.

7.2. We will pass on changes in the rate of VAT. If the rate of VAT changes between acceptance of the Order and the date the Goods are supplied, We will adjust the rate of VAT that You pay, unless You have already paid in full before the change of rate takes effect.

8. Delivery

8.1. We use multiple freight providers to deliver our Goods. If You want to see your delivery options, please contact Us. Our estimated timescales for delivery and delivery charges will vary depending on the availability of the Goods and your address location.

8.2. An estimated delivery date will be advised when Confirmation is issued under clause 5.7 and will be set out in the Confirmation. Our delivery to You may be affected by an Event Outside of Our Control, please see clause 13 for our responsibilities when this happens.

8.3. If You are purchasing Goods from Us as a business, all Goods shall, unless otherwise agreed in writing, be supplied Ex Works and all terms of delivery are defined in accordance with the International Chamber of Commerce Standards "INCOTERMS 2020".

8.4. If You are purchasing Goods from Us as a consumer customer the following provisions of clauses 8.5 to 8.11 shall apply to the delivery of your Goods.

8.5. Unless You and We agree otherwise, if We cannot deliver your Goods within 30 days, We will inform You of this, cancel your Order and give You a refund.

8.6. If You have asked to collect Goods from our premises, You can collect them from Us at any time during our opening hours of 9am to 5pm on weekdays.

8.7. Delivery of an Order shall be completed when We deliver the Goods to the address You gave Us in the Order or You collect them from Us. The Goods will be your responsibility from that time.

8.8. If nobody is available to take delivery, please contact Us using the contact details at the top of these Conditions.

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

8.10. You own the Goods once We have received payment in full and by way of cleared funds.

8.11. We may deliver your Goods in instalments (provided that You agree to this prior to placing your Order). If this is not acceptable to You, We will only supply You with the Goods once each of the Goods comprising the Order is in stock.

9. Nature of the Goods

WE DRAW THIS CLAUSE TO THE ATTENTION OF OUR CONSUMER CUSTOMERS.

9.1. The Consumer Rights Act 2015 gives You certain rights (known as "statutory rights") for example, the Goods must match the sample, description or model, be fit for purpose and of satisfactory quality. We must provide You with Goods that comply with your legal rights.

9.2. Any Goods sold at discount prices, as remnants or as substandard will be identified and sold as such. Please check that they are of a satisfactory quality for their intended use.

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9.3. If We cannot supply certain Goods (for example in the rare circumstance that they have been discontinued by our supplier) We may need to substitute them with alternative Goods. We will only provide a substitute once We have discussed this option with You and obtained authority from You to do so.

9.3.1. You can refuse to accept such substitutes; in which case We will offer You a refund.

10. If there is a problem with the Goods

WE DRAW THIS CLAUSE TO THE ATTENTION OF OUR CONSUMER CUSTOMERS.

10.1. Please contact Us using the contact details at the top of these Conditions, if You want Us to repair the Goods, replace the Goods or if You think You are entitled to a price reduction or to reject the Goods and get a refund. Please note that not all of these remedies may be available to You at law.

10.2. If You wish to return rejected Goods because they are faulty, You must either return them using a method which provides proof of delivery or allow Us to collect them from You. Goods must be returned to Us in the same condition as when You received the Goods and in their original packaging.

10.3. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards Office. Nothing in these Conditions will affect your legal rights under the Consumer Rights Act 2015. You may also have other rights in law.

11. Payment

11.1. We accept bank transfers (details provided on request) and the following credit cards and debit cards: Mastercard and Visa. We do not accept American Express or cash.

11.2. 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, any failure by Us to comply with this contract or our Privacy Policy (see clause 4) or breach by Us of our duties under applicable laws We will not be legally responsible to You for any loss that You may suffer if a third party gains unauthorised access to any information that You give Us.

11.3. Your credit card or debit card will only be charged when the Goods are despatched. If We agree to supply a bespoke item or an item which We do not maintain amongst our regular stock, We may take payment when your Order is placed.

11.4. All payments by credit card or debit card need to be authorised by the relevant card issuer. We may also need to use extra security steps for some card issuers (E.g. Mastercard Secure Code).

11.5. If your payment is not received by Us and You have already received the Goods, You must pay for such Goods or return them as soon as possible and at the latest within 30 days from the date of the invoice if You are a consumer customer or a business customer. Goods must be returned to Us in the same condition as when You received the Goods and in their original packaging.

11.6. If You choose to return the Goods, You must keep the Goods in your possession, take reasonable care of them (including ensuring that You follow any instructions or

manuals given with the Goods) and not use them before You return them to Us.

11.7. If We cannot supply You with the Goods that You Ordered but You have already paid for them, We will refund You as soon as possible and in any event within 14 days.

11.8. If You do not return any Goods (such as where You have not paid for them) We may collect the Goods from You at your expense. We will try to contact You to let You know if We intend to do this.

11.9. Nothing in this clause affects your legal rights to cancel the contract during the 14 day "cooling off" period under clauses 14 and 15.

11.10. The price of the Goods is in pounds sterling (GBP); includes VAT at the applicable rate; and does not include the cost of delivering the Goods. If You would like to review our delivery options and costs, please contact Us before You place your Order.

11.11. Where We are providing Goods to You, You must make payment for the Goods in advance of despatch (unless otherwise agreed in writing at the time of Confirmation).

11.12. If You are a business customer and do not make any payment due to Us by the due date for payment, We may charge interest to You on the overdue amount at the rate of 8% a year above the base lending rate of Lloyds Bank Plc 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. **Please note this clause does not apply to consumer customers.**

11.13. However, if You dispute an invoice in good faith and contact Us to let Us know promptly after You receive it that You dispute it, clause 11.12 will not apply for the period of the dispute.

12. Our liability to You

12.1. All Goods supplied by Us are subject to a manufacturer's warranty and/or guarantee. If We fail to comply with these Conditions, We are responsible for loss or damage You suffer that is a foreseeable result of our breach of these Conditions or our negligence. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by You and Us at the time We entered into this contract.

12.2. If liability arises in accordance with clause 12.1, our liability shall be limited to a sum equal to any amounts paid by You under the specific Order.

12.3. We have no liability to You for any loss of profit, loss of business, business interruption or loss of business opportunity.

12.4. We do not exclude or limit in any way our liability for:

12.4.1. death or personal injury caused by our negligence or the negligence of our employees; or

12.4.2. our fraud or fraudulent misrepresentation.

12.5. You acknowledge and accept that by placing an Order in accordance with clauses 5.2 to 5.4 inclusive, the provision of our services to process your Order is subject to the limitation and issues inherent in the use of the internet (including denial of service attacks (whether direct or

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indirect)) and telephone connections and We shall not be responsible for and shall not be liable to the You for breach of these Conditions or any applicable Order due to any problems or other damages resulting from such limitations, issues or faults with the Public Network.

13. Events Outside of Our Control

13.1. We will not be liable or responsible for any failure to perform, or delay in performance of any of our obligations under these Conditions that is caused by an Event Outside of Our Control.

13.2. An Event Outside of Our Control means any act or event beyond our reasonable control, including but without limitation, strikes or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack, war, fire, explosion, epidemic or pandemic (which includes the Coronavirus Pandemic) storm, flood or other natural disaster or failure of public or private telecommunication networks.

13.3. If an Event Outside of Our Control takes place that affects the performance of our obligations under these Conditions:

13.3.1. We will contact You as soon as reasonably practicable to notify You; and

13.3.2. our obligations under these Conditions will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside of Our Control.

13.4. Where the Event Outside of Our Control affects our delivery of Goods to You, We will arrange a new delivery date with You when the Event Outside of Our Control is over.

14. Your rights to cancel

WE DRAW THIS CLAUSE TO THE ATTENTION OF OUR CONSUMER CUSTOMERS.

14.1. You have the right to cancel this contract within 14 days without giving any reason **if You are a consumer**. We afford the same cancellation rights to both our business and consumer customers.

14.2. The cancellation period will expire after 14 days from the day on which You acquire, or a third party other than the carrier and indicated by You acquires, physical possession of the Goods, or the last lot or piece of the Goods.

14.3. To exercise the right to cancel, You must inform Us of your decision to cancel this contract by a clear statement (e.g. by letter or e-mail) using the contact details at the top of this contract and as set out in clause 2.2. You may use the model cancellation form available here, but it is not obligatory.

14.4. You can also electronically complete and submit the model cancellation form or any other clear statement on our Website. If You use this option, We will acknowledge receipt of your cancellation via e-mail.

14.5. To meet the cancellation deadline, it is sufficient for You to send your communication exercising your right to cancel before the cancellation period has expired.

15. Effects of cancellation

15.1. If You cancel an Order under clause 14.1 and You have made payment in advance for Goods that have not been

delivered to You, We will refund these amounts and any delivery charges to You.

15.2. Unfortunately, if You attempt to cancel an Order for Goods under clause 14.1 and We have already despatched your Goods to You, We will not be able to cancel your Order until it is delivered or collected. In this case, if You return the Goods to Us, We will have to charge You the costs of collection or You will have to pay the cost of returning the Goods back to Us. Goods must be returned by You without undue delay and in any event not later than 14 days from the day on which You communicate your cancellation of the contract to Us. The deadline is met if You return the Goods before the period of 14 days has expired.

15.3. This will not affect your refund for the Goods themselves, but We will not refund any charges for delivery and any charge for collection will be deducted from the refund that is due to You. Goods must be returned unused and in their original packaging.

15.4. You are only liable for any diminished value of the Goods supplied from our stock that are returned to Us in a worn or damaged condition resulting from your handling (other than what is necessary to establish the nature, characteristics and functioning of the Goods.)

15.5. Goods ordered for You from a third party supplier will be subject to any charges or conditions made by that supplier.

16. Our right to cancel

16.1. We may cancel an Order before the Goods are delivered, due to an Event Outside of Our Control or the unavailability of stock. If this happens:

16.1.1. We will promptly contact You to let You know; and

16.1.2. if You have made any payment in advance for Goods that have not been delivered to You, We will refund these amounts to You.

17. Disputes

17.1. We will try to resolve any disputes with You quickly and efficiently. If You are unhappy with the Goods, our service to You or any other matter, please contact Us as soon as possible.

17.2. If You and We cannot resolve a dispute using our internal complaint handling procedure, We will let You know that We cannot settle the dispute with You and where applicable, give You certain information required by law about our alternative dispute resolution provider.

18. Other important Conditions

18.1. We may transfer our rights and obligations under these Conditions to another organisation, and We will notify You in writing if this happens, but this will not affect your rights or our obligations under these Conditions.

18.2. This contract is between You and Us. No other person or company shall have any rights to enforce any of its Conditions.

18.3. Each of the clauses of these Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

18.4. If We fail to insist that You perform any of your obligations under these Conditions, or if We do not enforce our rights against You, or if We delay in doing so, that will not mean that

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We have waived our rights against You and will not mean that You do not have to comply with those obligations. If We do waive a default by You, We will only do so in writing, and that will not mean We will automatically waive any later default by You.

18.5. These Conditions are governed by the laws of England and Wales. You and We both agree to submit to the exclusive jurisdiction of the English Courts.