

ROWLAND ART ENGINEERING LIMITED

TERMS AND CONDITIONS

Please read the following important terms and conditions before you buy anything from us and check that they contain everything which you want and nothing that you are not willing to agree to.

Summary of some of your key rights:

If there is something wrong with the services provided to you, the remedies for services will apply. If there is something wrong with your goods, the remedies for goods will apply. In practice, there may be some overlap between the remedies available to you and we will try to agree with you the most appropriate course of action.

Summary of some of your key rights (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 you're entitled to the following:

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

You DO NOT have a legal right to a refund or replacement just because you change your mind, BUT please ask us about our returns policy as we may still be able to help.

Summary of some of your key rights (services):

The Consumer Rights Act 2015 says:

- *you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it;*
- *if you haven't agreed a price upfront, what you're asked to pay must be reasonable;*
- *if you haven't agreed a time upfront, it must be carried out within a reasonable time.*

This is a summary of some of your key rights. For detailed information from Citizens Advice please visit www.adviceguide.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.

These terms and conditions set out:

- your legal rights and responsibilities
- our legal rights and responsibilities; and
- certain key information required by law.

In these terms and conditions:

- We, us or our means Rowland Art Engineering Limited; and
- You or your means the person buying goods and services from us.

If you don't understand any of these terms and conditions and want to talk to us about them, please speak with us.

Who are we?

We are registered in England and Wales under company number: 06351715

Our registered office is at: Unit 8 Oslo Ho East Wing, 15 Prince Edward Road, London, E9 5EU

1 Introduction

1.1 If you buy goods and services from us you agree to be legally bound by these terms and conditions.

1.2 When buying any goods and services you also agree to be legally bound by:

1.2.1 extra terms which may add to, or replace some of, these terms and conditions; and

1.2.2 specific terms which apply to certain goods or services (or both).

All these documents form part of these terms and conditions as though set out in full here.

2 Information we give you

2.1 By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made (see the summary box below). We will give you this information in a clear and understandable way. Typically, we will do this in store before you buy the goods and services from us. Some of this information is likely to be obvious from the context. Some of this information is also set out in these terms and conditions, such as information on our complaint handling policy (see clause 12).

Information we will give you

We will give you information on:

the main characteristics of the goods and services you want to buy;

who we are, where we are based and how you can contact us;

the total price of the goods and services including any taxes (or where this cannot reasonably be worked out in advance, the manner in which we will work out the price);

all additional delivery and installation charges (or where this cannot reasonably be worked out in advance, the fact that such additional charges may be payable);

the arrangements for payment, delivery, installation, performance, and the time by which we will deliver and install the goods;

the arrangements for payment, carrying out of the services, and the time by which we will carry out the services;

our complaint handling policy;

the fact that we are under a legal duty to supply goods that are in conformity with the contract;

our after-sales services; and

our commercial guarantees.

2.2 The key information we give you by law forms part of these terms and conditions (as though it is set out in full here).

- 2.3 If we have to change any key information once a legally binding contract between you and us is made, we can only do this if you agree to it.

3 Your privacy and personal information

- 3.1 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.
- 3.2 Our Privacy Policy is available upon request.

4 Ordering goods and services from us

- 4.1 Below, we set out how a legally binding contract between you and us is made:
- 4.1.1 Any quotation given by us before you make an order for goods and services is not a binding offer by us to supply such goods and services.
- 4.1.2 When you decide to place an order for goods and services with us, this is when you offer to buy such goods and services from us.
- 4.1.3 When you place your order with us, we will acknowledge it by email or post. This acknowledgement does not, however, mean that your order has been accepted.
- 4.1.4 We may contact you to say that we do not accept your order. If we do this, we will try to tell you promptly why we do not accept your order. This is typically for the following reasons:
- (a) we cannot carry out the services (this may be because, for example, we have a shortage of staff)
 - (b) the goods are unavailable;
 - (c) we cannot authorise your payment;
 - (d) you are not allowed to buy the goods or services (or both) from us;
 - (e) we are not allowed to sell the goods or services (or both) to you;
 - (f) you have ordered too many goods; or
 - (g) there has been a mistake on the pricing or description of the goods or services (or both).
- 4.1.5 Your order will be accepted when we expressly confirm our acceptance of it.. At this point:
- (a) a legally binding contract will be in place between you and us;
 - (b) we will start to carry out the services in the way you and we have agreed; and
 - (c) we will dispatch the goods to you in the way you and we have agreed.

5 Delivery and installation of goods

- 5.1 Upon confirmation of your order we will let you know the estimated date for delivery and/or installation of the goods.
- 5.2 If something happens which affects the estimated date of delivery of the goods we will let you have a revised estimated date for delivery of them. (See clause 6 for what happens if there are any problems in installing any goods.)
- 5.3 Delivery and installation of the goods will take place when we deliver them at the address that you gave to us.
- 5.4 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.

6 Carrying out of the services (eg installation of the goods)

- 6.1 We must carry out the services (eg installation of the goods) by the time or within the period which you and we agree (either in store or in writing). If you and we have agreed no time or period, this will be within a reasonable time.
- 6.2 Our carrying out of the services (eg installation of the goods) might be affected by events beyond our reasonable control. If so, there might be a delay before we can restart the services, having made reasonable efforts to limit the effect of any of those events and having kept you informed of the circumstances, but we will try to restart the services as soon as those events have been fixed. Examples of events which might be beyond our reasonable control include:
 - 6.2.1 you change the services (and this means we have to do extra work or wait for extra materials);
 - 6.2.2 we have to wait for your other providers to complete their work before we are able to carry out the services;
 - 6.2.3 materials are not delivered at the time agreed with the supplier of the materials (and we cannot obtain a replacement within a reasonable time or the price charged by a supplier is much higher than the original charge);
 - 6.2.4 we cannot access the site at the times we agreed with you;
 - 6.2.5 you have not prepared the site in the way we agreed with you; or
 - 6.2.6 poor weather conditions.
- 6.3 When we carry out the services, we might not have all of the materials we need. This might be for a number of reasons, such as:
 - 6.3.1 we have not provided an estimate to you and cannot work out what materials are necessary until we start carrying out the services;
 - 6.3.2 where we have provided an estimate, it might not have been possible to work out what materials we needed at the time we provided the estimate to you and this might only be revealed when we start carrying out the services; or
 - 6.3.3 whether or not we have provided an estimate, the condition of an item or the area where the services are being carried out might become apparent only when we start carrying out the services and it might not have been possible to establish it until that point.

7 Charges and payment

- 7.1 We will let you know the cost of the goods and services (eg installation of the goods) (and any extra charges such as delivery or installation charges) to the fullest extent we can when you place an order with us.
- 7.2 You will be invoiced 50% of the order value upon placing your order. The balance of the order value will be invoiced and payable 7 days prior to the scheduled delivery date.
- 7.3 If your payment is not received by us and you have already received the goods, you:
 - 7.3.1 must pay for such goods within 7 days; or
 - 7.3.2 must return them, if possible, to us as soon as possible. If so, 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. If you do not return any goods (such as where you have not paid for them) we may uninstall and collect the goods from you at your expense. We will try to contact you to let you know if we intend to do this.
- 7.4 If your payment is not received by us when it is due, we may also charge interest on any balance outstanding at the rate of 24% per annum.

- 7.5 The price of the goods and services:
- 7.5.1 is in pounds sterling (£)(GBP) (unless stated otherwise); and
 - 7.5.2 includes VAT at the applicable rate (unless stated otherwise).

8 Nature of the goods

- 8.1 The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'), for example, the goods:
- 8.1.1 are of satisfactory quality;
 - 8.1.2 are fit for purpose;
 - 8.1.3 match the description, sample or model; and
 - 8.1.4 are installed properly (if we install any goods).
- 8.2 We must provide you with goods that comply with your legal rights.
- 8.3 Any goods sold:
- 8.3.1 at discount prices;
 - 8.3.2 as remnants;
 - 8.3.3 as substandard;
- will be identified and sold as such. Please check that they are of a satisfactory quality for their intended use.

9 Nature of the services

- 9.1 The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'), for example:
- 9.1.1 the services are carried out with reasonable care and skill;
 - 9.1.2 you must pay a reasonable price for the services, and no more if you and we haven't fixed a price for the services, and
 - 9.1.3 we must carry out the services within a reasonable time if you and we haven't fixed a time for the services to be carried out.
- 9.2 We must provide you with services that comply with your legal rights.

10 Faulty goods and services

- 10.1 Your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'), are set out at the top of these terms and conditions. They are a summary of some of your key rights. If there is something wrong with the services provided to you, the remedies for services will apply. If there is something wrong with your goods, the remedies for goods will apply. In practice, there may be some overlap between the remedies available to you and we will try agree to with you the most appropriate course of action.
- 10.2 Nothing in these terms and conditions affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.
- 10.3 Please contact us using the contact details at the top of this page, if you want:
- 10.3.1 us to repair the goods;
 - 10.3.2 us to replace the goods;
 - 10.3.3 us to repeat the services;

- 10.3.4 us to fix the services;
- 10.3.5 a price reduction; or
- 10.3.6 to reject the goods or services (or both) and get a refund.

11 Limit on our responsibility to you

- 11.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:
 - 11.1.1 losses that:
 - (a) were not foreseeable to you and us when the contract was formed; or
 - (b) that were not caused by any breach on our part;
 - 11.1.2 business losses; and
 - 11.1.3 losses to non-consumers.

12 Disputes

- 12.1 We will try to resolve any disputes with you quickly and efficiently.
- 12.2 If you are unhappy with:
 - 12.2.1 the goods;
 - 12.2.2 the services;
 - 12.2.3 our service to you generally; or
 - 12.2.4 any other matter;please contact us as soon as possible.
- 12.3 The laws of England and Wales will apply to these terms and conditions.

13 Third party rights

- 13.1 No one other than a party to these terms and conditions has any right to enforce any term of these terms and conditions.