

TERMS AND CONDITIONS OF SALE

OUR TERMS

1. DEFINITIONS

- 1.1 When the following words with capital letters are used in these Terms, this is what they will mean:
- 1.1.1 **Event Outside Our Control:** is defined in clause 9.2;
 - 1.1.2 **Dispatch Confirmation:** our confirmation that we are able to provide you with the Goods in accordance with clause 2.4
 - 1.1.3 **Goods:** the goods that We are selling to you as set out in the Order;
 - 1.1.4 **Order:** your order for the Goods;
 - 1.1.5 **Terms:** the terms and conditions set out in this document; and
 - 1.1.6 **We/Our/Us:** JPS Trading Services Ltd of The Old Federated Warehouse, Farndon Road, Market Harborough, LE16 9NP.
- 1.2 When We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise.

2. OUR CONTRACT WITH YOU

- 2.1 These are the terms and conditions on which We supply Goods to you.
- 2.2 Please ensure that you read these Terms carefully, and check that the details on the Order and in these Terms are complete and accurate, before you complete the purchase of your order through Our Website or Our affiliate website that we may be selling Our goods through. If you think that there is a mistake or require any changes, please contact Us to discuss. We will confirm any changes in writing to avoid any confusion between you and Us.
- 2.3 When you sign and submit the Order to Us, this does not mean We have accepted your order for Goods. Our acceptance of the Order will take place as described in clause 2.4. If We are unable to supply you with the Goods, We will inform you of this and We will not process the Order.
- 2.4 These Terms will become binding on you and Us when We contact you that We are able to provide you with the Goods. We will confirm this in writing to you, at which point a contract will come into existence between you and Us.
- 2.5 We shall assign an order number to the Order and inform you of it when We confirm the Order. Please quote the order number in all subsequent correspondence with Us relating to the Order.
- 2.6 Our website is solely for the promotion of Our Goods in the UK. Unfortunately, We do not deliver to addresses outside the UK. Any International Buyers that are interested in purchasing goods through our website must contact us before purchase.
- 2.7 The images of the Goods on Our website are for illustrative purposes only. Although We have made every effort to display the colours accurately, We cannot guarantee that your

computer's display of the colours the printed pictures accurately reflect the colour of the Goods. Your Goods may vary slightly from those images.

3. CHANGES TO ORDER OR TERMS

- 3.1 We may revise these Terms from time to time where there are changes in relevant laws and regulatory requirements. We recommend that you check Terms before each purchase to ensure you're in agreement with them.
- 3.2 If We have to revise these Terms under clause 3, We will give you at least one month's written notice of any changes to these Terms before they take effect. You can choose to cancel the contract in accordance with clause 10.
- 3.3 You may make a change to the Order for Goods at any time before We despatch the Goods by contacting Us. Where this means a change in the total price of the Goods, We will notify you of the amended price in writing. You can choose to cancel the Order in accordance with clause 10 in these circumstances.

4. DELIVERY OF GOODS

- 4.1 Please note that timescales for delivery and delivery charges will vary depending on the availability of the Goods and your address. Unfortunately We do not accept orders from outside the UK through Our website. International Buyers should contact Us before attempting to purchase an item that we are selling.
- 4.2 Purchased Goods will be despatched within 2 working days of purchase. Delivery will then be made within 1 to 14 working days of despatch. Occasionally Our delivery to you may be affected by an Event Outside Our Control. See clause 9 for Our responsibilities when this happens.
- 4.3 If you have asked to collect the Goods from Our premises, you can collect the Goods from Us at any time during Our working hours of **09:00-17:00** on weekdays. Please note that you must contact Us to ask for permission to collect the Goods before arriving.
- 4.4 If no one is available at your address to take delivery, Our Third Party Parcel Carrier will leave you a note that the Goods have been returned to their premises. They will attempt delivery on three separate occasions before the goods are returned to us, in which case, please contact us to rearrange delivery.

If you have purchased goods that are delivered on a pallet, are greater in weight than 30KG or require special delivery instructions, it is your responsibility to notify us of specific access details to ensure the delivery of goods goes smoothly.

All of our deliveries are tracked and require a proof of delivery. If you are not available to sign for goods, Our Third Party Parcel Carrier will return the goods to their premises to re-attempt delivery on a separate occasion.

- 4.5 If We are not able to deliver the whole of the Order at one time due to operational reasons or shortage of stock, We will deliver the Order in installments. We will not charge you extra delivery costs for this.
- 4.6 If We miss the 14 working day delivery deadline for any Goods then you may cancel your Order straight away if any of the following apply:
 - 4.6.1 We have refused to deliver the Goods;

- 4.6.2 delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
- 4.6.3 you told Us before we accepted your order that delivery within the delivery deadline was essential.
- 4.7 If you do not wish to cancel your order straight away, or do not have the right to do so under *clause 4.6*, you can give Us a new deadline for delivery, which must be reasonable, and you can cancel if your Order if we do not meet the new deadline.
- 4.8 If you do choose to cancel your Order for late delivery under *clause 4.7* or *clause 4.8*, you can do so for just some of the Goods or all of them, unless splitting them up would significantly reduce their value. If the Goods have been delivered to you, you will have to return them to Us or allow Us to collect them, and We will pay the costs of this. After you cancel your Order We will refund any sums you have paid to Us for the cancelled Goods and their delivery.
- 4.9 Delivery of an Order shall be completed when We deliver the Goods to the address you gave Us or you or a carrier organised by you collect them from Us and the Goods will be your responsibility from that time. If you wish for your Delivery to be left with a neighbour, the Goods become your responsibility once the neighbour has received the Goods. We cannot accept responsibility for what happens to Goods once they have been left with a neighbour that you have asked Us to deliver to.
- 4.10 You own the Goods once We have received payment in full.

5. IF THE GOODS ARE FAULTY

If you are a Consumer, you have legal rights in relation to Goods that are faulty or not as described. We are under a legal duty to supply Goods that are in conformity with this contract. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

6. THIRD PARTY MANUFACTURER'S GUARANTEE OF GOODS

- 6.1 Some Goods come with a manufacturer's guarantee. For details, please refer to the manufacturer's guarantee provided with the Goods (if applicable).
- 6.2 This guarantee is in addition to your legal rights in relation to the Goods that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

7. PRICE AND PAYMENT

- 7.1 The price of the Goods will be set out in Our price list in force at the time We confirm your Order or on Our Website. Our prices may change at any time, but price changes will not affect Orders that We have confirmed with you.
- 7.2 These prices include VAT. However, if the rate of VAT changes between the date of the Order and the date of delivery or performance, We will adjust the rate of VAT that you pay, unless you have already paid for the Goods in full before the change in the rate of VAT takes effect.
- 7.3 The prices for the Goods exclude delivery costs, which will be added to the total amount due where applicable.

- 7.4 Where We are providing Goods to you, you must make payment for Goods in advance by PayPal or Credit or Debit Card. We accept payment with PayPal, Credit and Debit Cards. We will charge your credit or debit card once your Order has been confirmed.
- 7.5 If you 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 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.
- 7.6 However, if you dispute an invoice in good faith and contact Us to let Us know promptly after you have received an invoice that you dispute it, clause 7.5 will not apply for the period of the dispute.

8. OUR LIABILITY TO YOU

- 8.1 If We fail to comply with these Terms, We are responsible for loss or damage you suffer that is a foreseeable result of Our breach of the Terms 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.
- 8.2 We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 8.3 Where you are a Consumer, We only supply the Goods for domestic and private use. You agree not to use the Goods for any commercial, business or re-sale purpose.
- 8.4 We do not exclude or limit in any way Our liability for:
- 8.4.1 death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
 - 8.4.2 fraud or fraudulent misrepresentation;
 - 8.4.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
 - 8.4.4 breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
 - 8.4.5 defective products under the Consumer Protection Act 1987.

9. EVENTS OUTSIDE OUR CONTROL

- 9.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.
- 9.2 An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation 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.
- 9.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:

9.3.1 We will contact you as soon as reasonably possible to notify you; and

9.3.2 Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our delivery of Goods to you, We will arrange a new delivery date with you after the Event Outside Our Control is over.

9.4 You may cancel the contract if an Event Outside Our Control takes place and you no longer wish Us to provide the Goods. Please see your cancellation rights under clause **Error! Reference source not found.** We will only cancel the contract if the Event Outside Our Control continues for longer than two weeks in accordance with Our cancellation rights in clause **Error! Reference source not found.**

10. RIGHT OF RETURN AND REFUND

Except where otherwise stated, this clause 10 only applies if you are a consumer.

10.1 If you are a consumer, you have a legal right to cancel a Contract during the period set out below in *clause 10.2*. This means that during the relevant period if you change your mind or decide for any other reason that you do not want to receive or keep the Goods, you can notify us of your decision to cancel the Contract and receive a refund. Advice about your legal right to cancel the Contract is available from your local Citizens' Advice Bureau or Trading Standards office.

10.2 Your legal right to cancel a Contract starts from the date of the Dispatch Confirmation (the date on which we e-mail you to confirm our acceptance of your order), which is when the Contract between us is formed. Your deadline for cancelling the Contract then depends on what you have ordered and how it is delivered, as set out in the table below:

Your Contract	End of the cancellation period
Your Contract is for a single item of Goods (which is not delivered in instalments on separate days).	The end date is the end of 14 days after the day on which you receive the Goods. Example: if we provide you with a Dispatch Confirmation on 1 January and you receive the Goods on 10 January you may cancel at any time between 1 January and the end of the day on 24 January.
Your Contract is for either of the following: one item of Goods which is delivered in instalments on separate days. multiple Goods which are delivered on separate days.	The end date is 14 days after the day on which you receive the last instalment of the Goods or the last of the separate Goods ordered. Example: if we provide you with a Dispatch Confirmation on 1 January and you receive the first instalment of your Goods or the first of your separate Goods on 10 January and the last instalment or last separate item of Goods on 15 January you may cancel in respect of all instalments and any or all of the separate Goods at any time between 1 January and the end of the day on 29 January.
Your Contract is for the regular delivery of Goods over a set period.	The end date is 14 days after the day on which you receive the first delivery of the Goods. Example: if we provide you with a Dispatch Confirmation on 1 January in respect of Goods to be delivered at regular intervals over

	a year and you receive the first delivery of your Goods on 10 January, you may cancel at any time between 1 January and the end of the day on 24 January. 24 January is the last day of the cancellation period in respect of all Goods to arrive during the year.
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10.3 To cancel a Contract, you just need to let us know that you have decided to cancel. The easiest way to do this is to complete the cancellation form on our website. If you use this method we will e-mail you to confirm we have received your cancellation.

You can also e-mail us at info@jpstradingservices.co.uk or contact our customer services team by telephone on 01858-289333 or by post to The Old Federated Warehouse, Farndon Road, Market Harborough, LE16 9NP. If you are e-mailing us or writing to us please include details of your order to help us to identify it. If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you send us the e-mail or post the letter to us. For example, you will have given us notice in time as long as you get your letter into the last post on the last day of the cancellation period or e-mail us before midnight on that day.

10.4 If you cancel your Contract we will:

10.4.1 refund you the price you paid for the Goods. However, please note we are permitted by law to reduce your refund 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.

10.4.2 refund any delivery costs you have paid, although, as permitted by law, the maximum refund will be the costs of delivery by the least expensive delivery method we offer (provided that this is a common and generally acceptable method).

10.4.3 make any refunds due to you as soon as possible and in any event within the deadlines indicated below:

10.4.3.1 if you have received the Goods and we have not offered to collect it/them from you: 14 days after the day on which we receive the Goods back from you or, if earlier, the day on which you provide us with evidence that you have sent the Goods back to us. For information about how to return Goods to us, see *clause 10.7*;

10.4.3.2 if you have not received the Goods or you have received it/them and we have offered to collect it from you: 14 days after you inform us of your decision to cancel the Contract.

10.5 If you have returned the Goods to us under this *clause 10* because they are faulty or mis-described, we will refund the price of the Goods in full, together with any applicable delivery charges, and any reasonable costs you incur in returning the item to us.

10.6 We will refund you on the credit card or debit card used by you to pay. If you used vouchers to pay for the Goods we may refund you in vouchers.

10.7 If Goods have been delivered to you before you decide to cancel your Contract:

10.7.1 then you must return it to us without undue delay and in any event not later than 14 days after the day on which you let us know that you wish to cancel the Contract. You can either send it back, or hand it to our authorised carrier;

- 10.7.2 unless the Goods are faulty or not as described (in this case, see *clause 10.5*), you will be responsible for the cost of returning the Goods to us. If the Goods cannot be returned by post, we estimate that if you use the carrier which delivered the Goods to you, these costs should not exceed the sums we charged you for delivery. If we have offered to collect the Goods from you, we will charge you the direct cost to us of collection.
- 10.8 Because you are a consumer, we are under a legal duty to supply Goods that are in conformity with this Contract. As a consumer, you have legal rights in relation to Goods that are faulty or not as described. These legal rights are not affected by your right of return and refund in this clause 10 or anything else in these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.
- 10.9 If you are a business, you can only choose to cancel an Order for Goods where We are affected by an Event Outside Our Control or We change these Terms under clause 3 to your material disadvantage. You can exercise such rights in the manner set out in clauses 10.3, 10.6 and 10.7.

11. OUR RIGHTS TO CANCEL AND APPLICABLE REFUND

- 11.1 We may have to cancel an Order before the Goods are delivered, due to an Event Outside Our Control or the unavailability of stock. If this happens:
- 11.1.1 we will promptly contact you to let you know; and
- 11.1.2 if you have made any payment in advance for Goods that have not been delivered to you, We will refund these amounts to you.

12. INFORMATION ABOUT US AND HOW TO CONTACT US

- 12.1 We are a Ltd Company established in England and Wales. Our address is JPS Trading Services Ltd, The Old Federated Warehouse, Farndon Road, Market Harborough, LE16 9NP
- 12.2 If you have any questions or if you have any complaints, please contact Us. You can contact Us by telephoning Our customer service team at 01858-289333 or by e-mailing Us at info@jpstradingservices.co.uk
- 12.3 If you wish to contact Us in writing, or if any clause in these Terms requires you to give Us notice in writing (for example, to cancel the contract), you can send this to Us by e-mail, by hand, or by pre-paid post to JPS Trading Services Ltd, The Old Federated Warehouse, Farndon Road, Market Harborough, LE16 9NP, and/or info@jpstradingservices.co.uk. We will confirm receipt of this by contacting you in writing. 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.

13. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 13.1 We will use the personal information you provide to Us to:
- 13.1.1 provide the Goods;
- 13.1.2 process your payment for such Goods; and
- 13.1.3 inform you about similar products or services that We provide, but you may stop receiving these at any time by contacting Us.
- 13.2 We will not give your personal data to any third party.

14. OTHER IMPORTANT TERMS

- 14.1 We may transfer Our rights and obligations under these Terms to another organisation, and We will always notify you in writing if this happens, but this will not affect your rights or Our obligations under these Terms.
- 14.2 You may transfer the benefit of the guarantee in clause 6 to any purchaser of your property, if applicable. You may only transfer your other rights or your obligations under these Terms to another person if We agree in writing.
- 14.3 This contract is between you and Us. No other person shall have any rights to enforce any of its terms. However, the purchaser of your property will have the benefit of the guarantee at clause 6 if applicable if you transfer it to them, but We and you will not need their consent to cancel or make any changes to these Terms.
- 14.4 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 If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that 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 that We will automatically waive any later default by you.
- 14.6 These Terms are governed by English law. You and We both agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.