



Terms & Conditions

This page (together with our Privacy Policy, Cookies Policy and Terms of Website Use) tells you information about SIG Trading Limited trading as Ockwells (“we”, “us”) and the legal terms and conditions (“Terms”) on which we sell any of the products (“Goods”) listed on our website (“our site”) to you.

These Terms will apply to any contract between you and us for the sale of Goods to you (“Contract”). Please read these Terms carefully and make sure that you understand them before ordering any Goods from our site. Please note that before placing an order you will be asked to agree to these Terms. If you refuse to accept these Terms, you will not be able to order any Goods from our site.

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 connection with your trade, business, craft or profession).

You should print a copy of these Terms or save them to your computer for future reference.

We amend these Terms from time to time as set out in clause 7. Every time you wish to order Goods, please check the Terms on our site which will be the up to date version. These Terms were most recently updated on 6th July 2021.

1. Information about us

1.1 We are SIG Trading Limited, trading as Ockwells, a company registered in England and Wales under company number 01451007 and with our registered office at Adsetts House, 16 Europa View, Sheffield Business Park, Sheffield, S9 1XH. Our VAT Group Registration Number is 487 0173 33. We operate this site.

1.2 If you wish to contact us for any other reason, including because you have any complaints, you can contact us by telephoning our customer service team at 0330 123 1855 or by e-mailing us at websales@ockwells.com.

1.3 If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your Order.

2. Use of our site

Your use of our site is governed by our Website Terms of Use. Please take the time to read these, as they include important terms which apply to you.

3. How we use your personal information

We only use your personal information in accordance with our Website Privacy Policy. Please take the time to read our Privacy Policy, as it includes important terms which apply to you.

4. How the contract is formed between you and us

4.1 Our on-line store pages will guide you through the steps you need to take to place an order on-line with us (“Order”). Our order process allows you to check and amend any errors before submitting your Order to us. Please take the time to read and check your Order at each page of the order process. By placing an Order with us, you make an offer to purchase the Goods set out in your Order. A Contract for the sale and purchase of those Goods is only made once we have accepted your Order in accordance with clause 4.3 below.

4.2 After you place an Order, you will receive an e-mail from us acknowledging that we have received your Order. However, please note that this does not mean that your Order has been accepted. Our

acceptance of your Order will only take place as described in clause 4.3 We will confirm our acceptance of your Order to you by sending you an e-mail that confirms that the Goods have been allocated to the fulfilling branch(es) (“Order Confirmation”). The Contract between us will only be formed when we send you the Order Confirmation.

4.4 If we are unable to supply you with the Goods in your Order, for example because that particular item is not in stock or no longer available or because we cannot meet your requested delivery date or because of an error in the price on our site as referred to in clause 11.7, we will inform you of this by e-mail or by telephone and we will not process your Order. If you have already paid for the Goods, we will refund you the full amount including any delivery costs charged as soon as possible.

4.5 If you are a consumer, you confirm you are purchasing the Goods for your own personal use.

4.6 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 or negligent misstatement based on any statement in this agreement.

4.7 Details of how to cancel the Contract are set out in clause 8 below.

5. Our goods

5.1 The images of the Goods on our site are for illustrative purposes only. Although we have made every effort to display the Goods accurately, we cannot guarantee that your device’s display is accurate and so the colour and other elements of the Goods may vary slightly from those included in our site images.

5.2 Any drawings, descriptive matter or advertising contained on this site and any descriptions of the Goods contained in our catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They will not form part of the Contract or have any contractual force.

5.3 The packaging of the Goods may vary from that shown on images on our site.

5.4 To the extent that the Goods are to be manufactured in accordance with a specification supplied by you, you are responsible for ensuring that the specification and any measurements stated within it are correct. You will also be responsible for all liabilities, costs, expenses, damages and losses suffered or incurred by us in connection with any claim made against us for actual or alleged infringement of a third party’s intellectual property rights arising out of or in connection with our use of your specification. This clause 5.4 will survive termination of the Contract.

5.5 Our employees or agents are not authorised to make any representations concerning the Goods unless these are expressly made to you in writing. You acknowledge that you do not rely on, and that you waive any claim for breach of any such representations which are not so confirmed.

5.6 We are unable to advise you on the fitness of the Goods for any particular purpose, their storage or application. Unless we give written advice or a written recommendation addressed specifically to you, you are entirely responsible for satisfying yourself that the Goods are fit for their intended use either by relying on your own expertise or by obtaining professional advice.

5.7 We reserve the right to amend the specification if required by any applicable statutory or regulatory requirements.

5.8 Dimensions and other physical properties of the Goods are subject to reasonable manufacturing tolerances.

6. Your obligations and right to make changes

6.1 You will ensure that the terms of the Order and any specification are complete and accurate.

6.2 If you wish to make a change to the Goods 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 Goods, 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.

7. Our right to vary these terms and the goods

7.1 We may amend these Terms from time to time and will post the amended Terms to our site including the date of the amendments. Please look at the top of this page to see when these Terms were last updated.

7.2 Every time you order Goods from us, the Terms in force at the time of your Order will apply to the Contract between you and us.

7.3 We may revise these Terms as they apply to your Order from time to time if we are required to do so due to a change in relevant laws and regulatory requirements and as provided for in these Terms.

7.4 We may change the Goods to reflect changes in relevant laws and regulatory requirement and/or to implement minor technical adjustments and improvements.

8. Your right of return and refund

8.1 If you are a consumer, you have a legal right to cancel a Contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 during the period set out below in clause 8.3. 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 provided that you have not used or damaged the Goods, you can return the Goods 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.

8.2 Your right of this cancellation does not apply in the case of:

8.2.1 any Goods which are manufactured to your specification; or

8.2.2 any Goods which become mixed inseparably with other items after their delivery.

8.3 Your legal right to cancel a Contract starts from the date of the Order 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:

Goods	Cancellation period expiry date
A single item of Goods (which is not delivered in instalments on separate days).	On expiry of 14 days from the day on which you receive the Goods. Example: if we provide you with a Order 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.
One item of Goods which is delivered in instalments on separate days. OR Multiple items of Goods which are delivered on separate days.	On expiry of 14 days from the day on which you receive the last instalment of the Goods or the last of the separate items of Goods ordered. Example: if we provide you with a Order Confirmation on 1 January and you receive the first instalment of your Product or the first of your separate Goods on 10 January and the last instalment or last separate 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.
Regular delivery of Goods over a set period.	On expiry of 14 days from the day on which you receive the first delivery of the Goods. Example: if we provide you with a Order 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.

8.4 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 contact our customer services team at websales@ockwells.com or by telephone on 0330 123 1855. 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.

8.5 If you cancel your Contract we will:

8.5.1 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. If we refund you the price paid before we are able to inspect the Goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount;

8.5.2 refund any costs you have paid for our delivery of the Goods to you, 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). For example, if we offer delivery of Goods within 3-5 days at one cost but you choose to have the Goods delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option;

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

(a) if you have received the Goods and we have not offered to collect it 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 8.8;

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

8.6 We will refund you by the method used by you to pay.

8.7 If Goods have been delivered to you before you decide to cancel your Contract then we will collect the Goods from the address to which they were delivered. We will contact you to arrange a suitable time for collection. If you are responsible for the costs of return and we are collecting the Goods from you, we will charge you the direct cost to us of collection

8.8 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 8 or anything else in these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

8.9 If you are ending the Contract for a reason set out at (a) to (d) below the Contract will end immediately and we will refund you in full for any Goods which have not been provided and you may also be entitled to compensation. The reasons are:

(a) we have told you about an upcoming change to the Goods or these terms which you do not agree to;

(b) we have told you about an error in the price or description of the Goods you have ordered and you do not wish to proceed;

(c) there is a risk that supply of the Goods may be significantly delayed because of Events Outside our Control; or

(d) you have a legal right to end the contract because of something we have done wrong.

8.10 We will pay the costs of return:

(a) if the Goods are faulty or misdescribed; and

(b) if you are ending the Contract because we have told you of an upcoming change to the Goods 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.

8.11 We may end the Contract 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 5 days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Goods; or
- (c) you do not, within a reasonable time, allow us to deliver the Goods to you or collect them from us.

8.12 You must compensate us if you break the Contract. If we end the Contract in the situations set out in clause 8.11 we will refund any money you have paid in advance for Goods we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the Contract.

9. Delivery

9.1 We will ensure that

9.1.1 each delivery of the Goods is accompanied by a delivery note; and

9.1.2 if we require you to return any packaging material to us, that fact is clearly stated on the delivery note. Provided that you make any such packaging materials available for collection at such times as we reasonably request, returns of packaging materials will be at our expense.

9.2 After we confirm to you the Goods are ready for delivery, we will deliver the Goods to the location set out in the Order or such other location we may agree with you in writing ("Delivery Location") during our normal working hours on a day (other than a Sunday or a public holiday) (a "Business Day").

9.3 We reserve the right to refuse delivery to you, subject to clause 9.3.1 if at our absolute discretion we deem the Delivery Location unsuitable or insecure; or

9.3.2 there is nobody available to sign for the Goods on our first delivery attempt at the Delivery Location.

9.4 In the event of any refusal of delivery in accordance with clause 9.3 we will make all reasonable attempts to re-arrange delivery with you in writing or over the phone

9.5 Where we agree to deliver the Goods to you, delivery will be completed (and risk in the Goods will transfer to you) on the Goods' arrival at the Delivery Location. Please note that in some cases we only offer kerbside delivery. In which case you are responsible for transporting the Goods inside your property from the kerbside. In all circumstances, you will be solely responsible for the unloading of the Goods and we will not be liable for any damage that occurs during such unloading. In the event that it takes longer than one hour to complete unloading from the time of the Goods' arrival at the Delivery Location, we may charge you demurrage at the standard rates set out on our site.

9.6 Where the Goods are collected by you then delivery of the Goods will be completed (and risk and title in the Goods will transfer to you) upon commencement of the loading of the Goods. We will not be liable for any damage that occurs during the loading or unloading of the Goods.

9.7 Any claims by you in respect of alleged shortage or damage or (where we are delivering the Goods) loss in transit must be notified to us within 24 hours of delivery and confirmed in writing within three days of delivery taking place. Any evident damage to external packaging must be the subject of an endorsement on our delivery note at the time of delivery. No claim can be made by you under this clause if an acceptance note relating to the Goods has been signed by you or your agent or employee without reference to the alleged damage, shortage or loss in transit.

9.8 If we fail to deliver the Goods, our liability will be limited to the costs and expenses incurred by you in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. We will have no liability for any failure to deliver the Goods to the extent that such failure is caused by an Event Outside Our Control (as defined below in clause 15.2), your failure to provide us with adequate delivery instructions for the Goods, your failure to provide a suitable Delivery Location, or your failure to provide any relevant instruction related to the supply of the Goods.

9.9 If you fail to accept or take delivery of the Goods within seven Business Days of our notification that the Goods are ready, then except

where such failure or delay is caused by an Event Outside Our Control or by our failure to comply with its obligations under the Contract in respect of the Goods:

9.9.1 delivery of the Goods will be deemed to have been completed at 9.00 am on the Business Day following the day of our notification; and

9.9.2 we will store the Goods until delivery takes place, and charge you for the reasonable costs and expenses (including insurance) which we incur in respect of such storage.

9.10 If you have not taken delivery of the Goods within 28 days of our notification that the Goods are ready for delivery, we may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to you for any excess over the price of the Goods or charge you for any shortfall we suffer below the price of the Goods where the Goods have been manufactured to your specification.

9.11 We may deliver the Goods by instalments, which will be invoiced and paid for separately. Each instalment will constitute a separate contract. Any delay in delivery or defect in an instalment will not entitle you to cancel any other instalment.

9.12 We will be under no obligation to make any delivery of Goods to you if you are in breach of any of these Terms.

9.13 If we miss the delivery deadline for any Goods then you may cancel your Order straight away if any of the following apply:

9.13.1 we have refused to deliver the Goods;

9.13.2 delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or

9.13.3 you told us before we accepted your order that delivery within the delivery deadline was essential.

9.14 If you do not wish to cancel your Order straight away, or do not have the right to do so under clause 9.13, you can give us a new deadline for delivery, which must be reasonable, and you can cancel your Order if we do not meet the new deadline.

9.15 If you do choose to cancel your Order for late delivery under clause 9.13 or clause 9.14, 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.

9.16 If no one is available at the Delivery Location to take delivery and the Goods cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange delivery or collect the Goods. Where you request a redelivery, you will be charged for the redelivery and we will notify you of the cost prior to booking the redelivery with you.

10. No international delivery

10.1 Unfortunately, we do not deliver to addresses outside the UK.

10.2 Our site does not validate the delivery address provided by you. Any Order with an international (non-UK) delivery address will be accepted by our site. We will pass details of your requirements to our International Branch (based in the UK). Our International Branch will contact you to provide you details of how you can purchase the Goods outside of the UK.

10.3 These terms are not applicable to any Order for international delivery.

11. Price of goods and delivery charges

11.1 The prices of the Goods will be as quoted on our site at the time you submit your order. We take all reasonable care to ensure that the prices of Goods are correct at the time when the relevant information was entered onto the system. However please see clause 11.7 below for what happens if we discover an error in the price of the Goods that you have ordered.

11.2 The default price of the Goods quoted on our site includes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, you are given the ability on our site to change the default price to include or exclude VAT as required.

11.3 The price of the Goods does not include delivery charges. Our delivery charges are as advised to you during the check-out process

before you confirm your Order.

11.4 We reserve the right to increase the price of the Goods and/or the delivery charge by giving notice to you at any time before delivery, to reflect any increase in the cost of the Goods to us that is due to:

11.4.1 any factor beyond our control (including foreign exchange fluctuations, Brexit, increases in taxes and duties, technical failure and increases in labour, materials and other manufacturing costs);

11.4.2 any request by you to change the delivery date(s), the number of deliveries, quantities or types of Goods ordered, or any specification; or

11.4.3 any delay caused by your instructions in respect of the Goods or failure by you to give us adequate or accurate information or instructions in respect of the Goods in which case you may cancel the Order by writing to us.

11.5 We reserve the right to add additional delivery charges, by giving notice to you at any time before delivery, where we reasonably deem the Delivery Location to constitute a remote territory, in which case you may cancel the Order by writing to us.

11.6 All amounts payable by you under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time ("VAT"). Where any taxable supply for VAT purposes is made under the Contract by us to you, you will, on receipt of a valid VAT invoice from us, pay to us such additional amounts in respect of VAT as are chargeable on the supply of the Goods at the same time as payment is due for the supply of the Goods.

11.7 Our site contains a large number of Goods. It is always possible that, despite our reasonable efforts, some of the Goods on our site may be incorrectly priced. We will normally check prices as part of our dispatch procedures so that where the price of the Goods:

11.7.1 is less than the price stated on our site, we will charge the lower amount when dispatching the Goods to you. However, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, we do not have to provide the Goods to you at the incorrect (lower) price; and

11.7.2 is higher than the price stated on our site, we will contact you as soon as possible to inform you of this error and we will give you the option of continuing to purchase the Goods at the correct price or cancelling your Order. We will not process your Order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the Order as cancelled and notify you in writing.

11.8 You will be directed to your online account to view and print any invoices for the purchase of the Goods.

11.9 Stock availability is indicative only and represents the stock available across our branch network at a point in time. Stock availability is subject to change, as stock is sold directly out of our branches.

11.10 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).

12. How to pay

12.1 You can only pay for Goods using a debit card, credit card or purchase card. We accept the following cards: Mastercard, Maestro, Visa.

12.2 Payment for the Goods and all applicable delivery charges is in advance. We will charge your debit card, credit card or purchase card at the time you complete the check out process online and place your order with us.

13. Our warranty for the goods

13.1 We provide a warranty that on delivery and for a period of 12 months from delivery ("Warranty Period"), the Goods will be:

13.1.1 as described on this site;

13.1.2 free from material defects in design, materials and workmanship; and

13.1.3 of satisfactory quality.

13.2 Subject to clause 13.3 if:

13.2.1 you give notice in writing during the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 13.1; and

13.2.2 you give us a reasonable opportunity of examining such Goods; and

13.2.3 you (if asked to do so by us) return such Goods to us at our cost,

then we will, at our option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

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

13.3.1 you make any further use of such Goods after giving a notice in accordance with clause 13.2;

13.3.2 the defect arises because you have failed to follow our, or the manufacturer's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;

13.3.3 the defect arises as a result of us following any drawing, design or specification supplied by the you;

13.3.4 you alter or repair such Goods without our written consent;

13.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;

13.3.6 the Goods differ from the specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards; or

13.3.7 you have not paid in full for the Goods.

13.4 These terms will apply to any repaired or replacement Goods supplied by us under clause 13.2

13.5 If you are a consumer, this warranty is in addition to, and does not affect, your legal rights in relation to 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.

14. Our liability

14.1 If we fail to comply with these Terms, and you are a consumer, we are responsible for any loss or damage that you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. 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.

14.2 If you are a consumer, you agree not to use the Goods for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

14.3 If you are a business customer:

(a) 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.

(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 100% of the total sums paid by you for Goods under that Contract.

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

14.4.1 death or personal injury caused by our negligence;

14.4.2 fraud or fraudulent misrepresentation;

14.4.3 any breach of the terms to be treated as included by section 17 of the Consumer Rights Act 2015 (title and quiet possession);

14.4.4 any breach of the terms to be treated as included by sections 9 to 13 of the Consumer Rights Act 2015 (description, satisfactory quality, fitness for purpose and samples); and

14.4.5 defective products under the Consumer Protection Act 1987.

15. Events outside our control

15.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control (as defined below in clause 15.2).

15.2 An Event Outside Our Control means an event beyond our reasonable control including but not limited to strikes, lock-outs or

other industrial disputes (whether involving our workforce or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, epidemic, pandemic, flood, storm or by any failure of our subcontractors to supply us.

15.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

15.3.1 we will contact you as soon as reasonably possible to notify you; and

15.3.2 our obligations under a Contract 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.

15.4 You may cancel a Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact us. If you opt to cancel, you will have to return (at our cost) any relevant Goods you have already received and we will refund the price you have paid, including any delivery charges.

16. Communications between us

16.1 When we refer, in these Terms, to "in writing", this will include e-mail.

16.2 You may contact us as described in clause 1.2.

17. Other important terms

17.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms.

17.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing. However if you purchased the Goods as a gift, you may transfer the benefit of our warranty in clause 13 to the recipient of the gift without needing to ask our consent.

17.3 This Contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise. However, the recipient of your gift of the Goods will have the benefit of our warranty at clause 13, but we and you will not need their consent to cancel or make any changes to these Terms.

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

17.5 Except as set out in these Terms, any variation, including introduction of any additional terms and conditions, to the Contract will only be binding when agreed in writing and signed by us.

17.6 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.

17.7 Please note that these Terms are governed by English law. This means a Contract for the purchase of Goods through our site and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction in respect of any dispute arising under these Terms and/or our Contract with you. 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.

Model Cancellation Form

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

To:

[TRADER'S NAME, ADDRESS, TELEPHONE NUMBER AND, WHERE AVAILABLE, FAX NUMBER AND E-MAIL ADDRESS TO BE INSERTED BY THE TRADER]

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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