



Your Right of Return & Refund

Extract from main T&C's

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.