

## OUR TERMS

1. **THESE TERMS**
- 1.1 **What these terms cover.** These are the terms and conditions on which we supply goods to you.
- 1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide goods to you, how you and we may change or end the contract, what to do if there is a problem and other important information.
2. **INFORMATION ABOUT US AND HOW TO CONTACT US**
- 2.1 **Who we are.** We are Blakeley Construction Profiles Ltd, a limited company registered in England and Wales. Our registration number is 11756204 and our registered office is at Unit C, Smeaton Road, Salisbury, Wiltshire, SP2 7NQ. Our registered VAT number is 318 5918 77
- 2.2 **How to contact us.** You can contact us by telephoning our customer service team at 01722 323 814 or by writing to us at Unit C, Smeaton Road, Salisbury, Wiltshire, SP2 7NQ or sales@blakeleyp.com.
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.
3. **OUR CONTRACT WITH YOU**
- 3.1 **How we will accept your order.** Our acceptance of your order will take place when we email or otherwise write to you to accept it, at which point a contract will come into existence between you and us.
- 3.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the goods. This might be because the goods are out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements, because we have identified an error in the price or description of the goods or because we are unable to meet a delivery deadline you have specified.
- 3.3 **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.
4. **OUR GOODS**
- 4.1 **Goods may vary slightly from their pictures.** The images of the goods on our website are for illustrative purposes only. Although we have made every effort to display the characteristics accurately, we cannot guarantee that a product's display of the colours accurately reflects the colour of the goods. Your product may vary slightly from those images. Although we have made every effort to be as accurate as possible, because our goods are handmade, all sizes, weights, capacities, dimensions and measurements indicated on our website have a 5% tolerance.
- 4.2 **Making sure your measurements are accurate.** If we are making the product to measurements you have given us, you are responsible for ensuring that these measurements are correct. You can find information and tips on how to measure on our website or by contacting us.
5. **YOUR RIGHTS TO MAKE CHANGES**

If you wish to make a change to the product 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 product, 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.
6. **OUR RIGHTS TO MAKE CHANGES**
- 6.1 **Minor changes to the goods.** We may change the product:
  - (a) to reflect changes in relevant laws and regulatory requirements; and/or
  - (b) to implement minor technical adjustments and improvements. These changes will not affect your use of the product.
7. **PROVIDING THE GOODS**
- 7.1 **Delivery costs.** We reserve the right to make a delivery charge according to the circumstances of each order.
- 7.2 **When we will provide the goods.** During the order process we will let you know when we will provide the goods to you.
- 7.3 **We are not responsible for delays outside our control.** If our supply of the goods is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any goods you have paid for but not received.
- 7.4 **Collection by you.** If you have asked to collect the goods from our premises, you can collect them from us at any time during our working hours of 07:00 – 17:00 on weekdays (excluding public holidays).
- 7.5 **If you are not at home when the product is delivered.** If no one is available at your address to take delivery, we will leave you a note informing you of how to rearrange delivery or collect the goods from our depot.
- 7.6 **If you do not re-arrange delivery.** If you do not collect the goods from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from our delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 11.2 will apply.
- 7.7 **When you become responsible for the product.** The product will be your responsibility from the time we deliver the product to the address you gave us, or you or a carrier organised by you collect it from us.
- 7.8 **When you own goods.** You will own the goods once we have received payment in full.
- 7.9 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the goods to you. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 11.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the goods late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
- 7.10 **Reasons we may suspend the supply of goods to you.** We may have to suspend the supply of a product to:
  - (a) deal with technical problems or make minor technical changes;
  - (b) update the product to reflect changes in relevant laws and regulatory requirements;
  - (c) make changes to the product as requested by you or notified by us to you (see clause 6).
- 7.11 **Your rights if we suspend the supply of goods.** We will contact you in advance to tell you we will be suspending supply of a relevant product, unless the problem is urgent or an emergency. If we have to suspend the product, we will adjust the price so that you do not pay for goods while they are suspended. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 1 month and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.
- 7.12 **We may also suspend supply of the goods if you do not pay.** If you do not pay us for the goods when you are supposed to (see clause 13.4) and you still do not make payment within 5 days of us reminding you that payment is due, we may suspend supply of the goods until you have paid us the outstanding amounts. We will not suspend the goods where you (on reasonable grounds) dispute the unpaid invoice (see clause 13.6). We will not charge you for the goods during the period for which they are suspended. As well as suspending the goods, we can also charge you interest on your overdue payments (see clause 13.5).
8. **RISK IN AND OWNERSHIP OF THE GOODS**
- 8.1 **When risk in the goods passes to you.** Risk in the goods will pass to you on completion of delivery to the location you have requested.
- 8.2 **When ownership of the goods passes to you.** Title to the goods shall not pass to you until we receive payment in full (in cash or cleared funds) for the goods and any other goods that we have supplied to you in respect of which payment has become due, in which case title to the goods shall pass at the time of payment of all such sums.
- 8.3 **What you must do before title to the goods passes to you.** Until title to the Goods has passed to you, you agree to:
  - (a) store the goods separately from all other goods held by you so that they remain readily identifiable as our property;
  - (b) not remove, deface or obscure any identifying mark or packaging on or relating to the goods;
  - (c) maintain the goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
  - (d) notify us immediately if you become subject to any of the events listed in clauses 11.1(e) to 11.1(g) (inclusive); and
  - (e) give us such information relating to the goods as we may require from time to time.

- 8.4 **Return of the goods to us.** If, before title to the goods passes to you, you become subject to any of the events listed in clauses 11.1(e) to 11.1(g) (inclusive) and/or fail to pay any amount due under your order(s) on the due date for payment then, without limiting any other right or remedy we may have:
- your right to use the goods ceases immediately; and
  - we may at any time require you to deliver to us all of the goods and, if you fail to do so promptly, enter your premises or that of any third party where the goods are stored in order to recover them.
9. **YOUR RIGHTS TO END THE CONTRACT**
- 9.1 **You have certain rights to end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:
- if what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back); see clause 12;
  - if you want to end the contract because of something we have done or have told you we are going to do, see clause 9.2;
  - if you have just changed your mind about the product, see clause 9.4. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods.
- 9.2 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (d) below (inclusive), 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:
- we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
  - there is a risk that supply of the goods may be significantly delayed because of events outside our control;
  - we have suspended supply of the goods for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 1 month; or
  - you have a legal right to end the contract because of something we have done wrong.
- 9.3 **When you don't have the right to change your mind.** You do not have a right to change your mind in respect of goods that have been tailored to your non-standard specification(s).
- 9.4 **How long do I have to change my mind?** You have 14 days after the day you (or someone you nominate) receives the goods, unless:
- your goods are split into several deliveries over different days. In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery to change your mind about the goods; or
  - your goods are for regular delivery over a set period. In this case, you have until 14 days after the day you (or someone you nominate) receives the first delivery of the goods.
10. **HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)**
- 10.1 **Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following: call customer services on 01722 323 814 or email us at sales@blakeleyp.com. Please provide your name, home address, details of the order and, where available, your phone number and email address.
- 10.2 **Returning goods after ending the contract.** If you end the contract for any reason after goods have been dispatched to you or you have received them, you must return them to us. You must either return the goods in person to our premises or allow us to collect them from you. Please call customer services on 01722 323 814 or email us at sales@blakeleyp.com to make arrangements. If you are exercising your right to change your mind, you must return goods within 14 days of telling us you wish to end the contract.
- 10.3 **When we will pay the costs of return.** We will pay the costs of return:
- if the goods are faulty or misdescribed; or
  - if you are ending the contract because we have told you of an upcoming change to the product 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 exercising your right to change your mind) you must pay the costs of return.
- 10.4 **What we charge for collection.** If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection.
- 10.5 **How we will refund you.** We will refund you the price you paid for the goods including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.
- 10.6 **Deductions from refunds.** If you are exercising your right to change your mind:
- we may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling of them in an inappropriate way. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an inappropriate way, you must pay us an appropriate amount;
  - the maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer
- 10.7 **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then, if we have not offered to collect the goods, your refund will be made within 14 days from 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.
11. **OUR RIGHTS TO END THE CONTRACT**
- 11.1 **We may end the contract if you break it.** We may end the contract at any time by writing to you if:
- 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;
  - 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;
  - you do not, within a reasonable time, allow us to deliver the goods to you or collect them from us;
  - you do not, within a reasonable time, allow us access to your premises to supply the services;
  - you are the subject of a bankruptcy petition or order;
  - a person becomes entitled to appoint a receiver over your assets or a receiver is actually appointed over your assets; or
  - your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations to us has been placed in jeopardy.
- 11.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 11.1, 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.
12. **IF THERE IS A PROBLEM WITH THE PRODUCT**
- 12.1 **How to tell us about problems.** If you have any questions or complaints about the goods, please contact us. You can telephone our customer service team at 01722 323 814 or write to us at sales@blakeleyp.com or Unit C, Smeaton Road, Salisbury, Wiltshire, SP2 7NQ.
- 12.2 **Summary of your legal rights.** We are under a legal duty to supply goods that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the goods. Nothing in these terms will affect your legal rights.

**Summary of your key legal rights**

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected life of your product your legal rights entitle you to the following:

- up to 30 days: if your item is faulty, then you can get a refund.
- up to six months: if your faulty item can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- up to six years: if the item can be expected to last up to six years you may be entitled to a repair or replacement, or, if that doesn't work, some of your money back.

- 12.3 **Your obligation to return rejected goods.** If you wish to exercise your legal rights to reject goods, you must either return them to us or allow us to collect them from you.

**13. PRICE AND PAYMENT**

- 13.1 **Where to find the price for the product.** The price of the product (which excludes VAT) will be the price indicated on your order confirmation. We take all reasonable care to ensure that the price of product advised to you is correct. However, please see clause 13.3 for what happens if we discover an error in the price of the product you order.
- 13.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- 13.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the goods we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated in our price list, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.
- 13.4 **When you must pay and how you must pay.** We accept payment with most credit and debit cards, as well as by cheque. You must pay for the goods before we dispatch them.
- 13.5 **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 3% 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.
- 13.6 **What to do if you think an invoice is wrong.** If you think an invoice is wrong, please contact us promptly to let us know and we will not charge you interest until we have resolved the issue.
- 14. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**
- 14.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 14.2 **Our total liability to you.** Our total liability to you in respect of all losses arising under or in connection with the provision of goods to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% of the price of the Goods actually supplied (excluding VAT).
- 14.3 **We are not liable for business losses.** We only supply the goods to you for domestic and private use. If you use the goods for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 14.4 If you or your agent(s) provide us with plans, diagrams or other similar information for a project, or invite us to view a premises or project where our goods may be used, we have no liability to you for ensuring that any goods ordered by us will be sufficient in type or quantity for the project in question. You must, if necessary, take expert advice from another party in this regard.
- 15. HOW WE MAY USE YOUR PERSONAL INFORMATION**
- 15.1 **How we will use your personal information.** We will use the personal information you provide to us:
- (a) to supply the goods to you;
  - (b) to process your payment for the goods; and
  - (c) if you agreed to this during the order process, to inform you about similar goods that we provide, but you may stop receiving these at any time by contacting us.
- 15.2 **We may pass your personal information to credit reference agencies.** Where we extend credit to you for the goods, we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.
- 15.3 We will only give your personal information to other third parties where the law either requires or allows us to do so.
- 16. OTHER IMPORTANT TERMS**
- 16.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 16.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 16.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 16.4 **If a court finds part of this contract illegal, the rest will continue in force.** 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.
- 16.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the goods, we can still require you to make the payment at a later date.
- 16.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the goods in the English courts. If you live in Scotland you can bring legal proceedings in respect of the goods in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the goods in either the Northern Irish or the English courts.