



## E-COMMERCE CONSUMER TERMS OF SALE

### 1. Introduction

- 1.1. The website on which these Terms of Sale appears ("Our Site") is owned and operated by, and the words "We/Us/Our" in these Terms of Sale mean, A.R.Stockton & Co. Limited, English and Welsh Company Number 526396, which is a business entity whose:
  - 1.1.1. registered address and main trading address is 140 Great Ancoats Street, Manchester, M4 6DU, and
  - 1.1.2. VAT number is 147248458
  - 1.1.3. We may be contacted using any of the following details:
    - 1.1.3.1. Telephone: 0161 273 5331
    - 1.1.3.2. Email: sales@stocktons.co.uk
    - 1.1.3.3. Post: use the "main trading" address, above;In each instance providing Us with your name, address, email address, telephone number, and any relevant Order Number (see clause 3.5)
- 1.2. These Terms of Sale, as well as any and all related contracts for the purchase and sale of Goods, are in the English language only.
- 1.3. Use of Our Site is subject to our Website Terms of Use on our website; please ensure that you have read, understood, accepted and abided by them, and then please read these Terms of Sale and ensure that you have understood them before ordering from Our Site (which you will be required to confirm before being able to order).
- 1.4. These Terms of Sale, together with any and all other documents they refer to, set out the terms under which the goods ("Goods") sold through Our Site are sold to certain consumers; these Terms of Sale do not apply to:
  - 1.4.1. to customers purchasing Goods in the course of business. If you are not a consumer (as defined by the UK's consumer protection legislation) then our Business Terms of Sale apply instead, that will be provided to you on request.
  - 1.4.2. consumers under 18 years of age – who may not buy from Our Site.
  - 1.4.3. consumers (regardless of their nationality) located outside the United Kingdom – who may not buy from Our Site.
  - 1.4.4. deliveries outside the United Kingdom – which may not be ordered through Our Site.

### 2. Goods, Pricing and Availability

- 2.1. We make all reasonable efforts to ensure that all descriptions and graphical representations of Goods available to order through Our Site correspond to the actual Goods. Please note, however, that images of Goods are for illustrative purposes only, and:
  - 2.1.1. due to differences in computer displays and lighting conditions and the nature of the Goods sold through Our Site, there may be natural variance in the characteristics (colour, dimensions, finish) of those Goods between the actual Goods and Our description of those Goods. This refers only to minor variations of the correct Goods - not to different Goods altogether; please refer to Clause 5 if you receive Goods that are not as they were described, apart from this criterion.
  - 2.1.2. Minor changes may, from time to time, be made to certain Goods between your order for Goods ("Order") being placed, and Us processing that Order and dispatching the Goods, for example, to reflect changes in regulatory requirements, to address particular issues, or changes of supplier – but not to change any of the main characteristics of the Goods, and not normally to affect your use of those Goods.
- 2.2. Goods will be generally indicated as either "Stock" items, or "Made to Order"; if there is no such indication, then any goods whose criteria are defined pre-order (e.g. colour, size, finish) are "Made to Order". Only Stock items would ever be held in stock – all "Made to Order" items are not in stock at time of order, but will be sourced by us from the manufacturer on processing your Order. Stock indications on Our Site for Stock items do not guarantee that Goods described on Our site will always actually be available to be delivered immediately, regardless of whether any Order for them is apparently processed.
- 2.3. We make all reasonable efforts to ensure that all prices shown on Our Site are correct at the time of going online. We reserve the right to change prices and to add, alter, or remove special offers from time to time and as necessary.

- 2.4. All prices are checked by Us before We accept your Order. In the unlikely event that We have shown incorrect pricing information, We will contact you in writing to inform you of the mistake. If the correct price is lower than that shown when you made your Order, we will simply charge you the lower amount and continue processing your Order. If the correct price is higher, We will give you the option to purchase the Goods at the correct price or to cancel your Order (or the affected part of it). We will not proceed with processing your Order in this case until you respond. If We do not receive a response from you within 3 days, We will treat your Order as cancelled and notify you of this in writing.
- 2.5. All prices on Our Site include VAT. If the VAT rate changes between your Order being placed and Us taking payment, the amount of VAT payable will be automatically adjusted when taking payment.
- 2.6. Delivery charges are not included in the price of Goods displayed on Our Site. More information on delivery charges is on our Site. Delivery options and related charges will be presented to you as part of the order process.

### 3. Orders – Acceptance - Payment

- 3.1. Our Site will guide you through the ordering process. Before submitting your Order you will be given the opportunity to review your Order and amend it. Before submitting your Order please ensure that you have checked it carefully. Please note We only offer delivery to the address that is registered to the payment method.
- 3.2. If, during the order process, you provide Us with incorrect or incomplete information, please contact Us as soon as possible. If We are unable to process your Order due to incorrect or incomplete information, We will contact you to ask to correct it. If you do not give us the accurate or complete information within a reasonable time of Our request, We will cancel your Order and treat the contract as being at an end. If We incur any costs as a result of your incorrect or incomplete information, We may pass those costs on to you.
- 3.3. We will normally attempt to deliver stocked Goods within 14 days of the date of the Order Confirmation; the timings of delivery of out-of-stock Goods (including all Made-to-Order Goods) will depend on various factors including manufacturer location; we will contact you to seek to agree a delivery date with you for non-stocked Goods.
- 3.4. In the unlikely event that We do not accept or cannot fulfil your Order for any reason, under normal circumstances no payment will be taken; if We have taken payment then any such sums will be refunded to you as soon as possible and in any event within 30 days
- 3.5. No part of Our Site constitutes a contractual offer capable of acceptance by you. Your Order constitutes your contractual offer that We may, at Our sole discretion, accept. Our acknowledgement of receipt of your Order does not mean that we have accepted your Order; acceptance is only ever indicated by Our sending you confirmation of acceptance of your Order ("Order Confirmation") (normally by email). Only once We have sent you an Order Confirmation there is a legally binding contract on the terms outlined in that Order Confirmation, and these Terms of Sale.
- 3.6. Refunds due under these Terms of Sale will normally be made using the same payment method that you used when ordering the Goods.
- 3.7. Payment for Goods and related delivery charges must always be made in advance; you will be prompted to pay during the order process.

### 4. Delivery - Risk - Ownership

- 4.1. Ownership of the Goods passes to you once we have received payment in full of all sums due (including any applicable delivery charges). Any failure by you either to complete payment or accept delivery of the Goods would not entitle you to any refund.
- 4.2. Risk and responsibility for the Goods will pass to you when We have delivered the Goods to you.
- 4.3. If We are unable to deliver the Goods on the agreed delivery date due to any reason attributable to you (due to e.g. no one being available at the delivery address to receive the Goods, mistakes in specifying the delivery address, access issues at the delivery address, etc.):
  - 4.3.1. We will try to contact you for you to nominate a safe place the Goods can be left in; delivery shall be deemed complete when the Goods are left in that safe place (assembly services would be forfeit and chargeable at the standard rate if rearranged).
  - 4.3.2. If the Goods cannot be left in a safe place nominated by you, We will take the Good back to our storage and leave a delivery note explaining how to rearrange delivery or where to collect the Goods.

If this happens, you will not be refunded the cost of the failed delivery nor any assembly; any re-delivery and/or assembly rearranged would be chargeable at standard rates.

- 4.3.3.If you were to fail to collect the Goods or rearrange delivery within 7 days, We will contact you to ask you how you wish to proceed. We may offer you a refund of the Price on Stock items. On Made-to-Order items You will not be refunded, but we will discuss with you what you wish us to do with your Made-to-Order items of which you fail to collect or take delivery (please note We do not offer sales services for your goods, although if we were to sell your goods we would be entitled to deduct a sale fee for our profits before paying you any balance); after 7 days we will:

- 4.3.3.1. charge you for storage or disposal;
- 4.3.3.2. cease to be responsible for the risk of your left goods.

## **5. Faulty, Damaged or Incorrect (“Unsatisfactory”) Goods**

- 5.1. Please note that you will not be eligible to claim under Clause 5.2 if the issue with the Goods for which you wish to return them was an issue that:

- 5.1.1. We had informed you about before you ordered; or
- 5.1.2. results from your use of the Goods for any purpose that is neither obvious nor made known to Us, and for which the Goods are unsuitable, or
- 5.1.3. results from normal wear and tear; or
- 5.1.4. results from misuse or intentional or careless damage (other than by Us or our carrier).

- 5.2. Other than as outlined in clause 5.1, if any Goods you have purchased are delivered being:

- 5.2.1. of unsatisfactory quality, or
- 5.2.2. unfit for purpose; or
- 5.2.3. materially different from Our description of them at the time of purchase; or
- 5.2.4. faulty or damaged, or
- 5.2.5. not the correct Goods ordered (or materially incorrectly priced), (“Unsatisfactory Goods”) then please contact Us as soon as reasonably possible to inform Us of the precise fault, damage or error, etc. and to arrange for a refund, repair or replacement chosen from your available remedies which are in detail:

- 5.2.6. Beginning on the day that you receive the Unsatisfactory Goods (and ownership of them) you have a 30 calendar day right to reject the Unsatisfactory Goods by returning them to us to receive a full refund. To return Unsatisfactory Goods to Us please visit the returns page on Our Site to complete a returns form. We will be responsible for the costs of returning Unsatisfactory Goods and will reimburse you where appropriate.

- 5.2.7. If you do not wish to reject the Unsatisfactory Goods, or if the 30 calendar day rejection period has expired, you may request a repair of the Unsatisfactory Goods or their replacement. We will bear any associated costs and will carry out the repair or replacement within a reasonable time and without significant inconvenience to you. In certain circumstances, where a repair or replacement is impossible or otherwise disproportionate, We may instead offer you the alternative (i.e. a replacement instead of a repair or vice versa) or a full refund. If you request a repair or replacement during the 30 calendar day rejection period, that period will be suspended while We carry out the repair or replacement and will resume on the day that you receive the replacement or repaired Goods.

- 5.2.8. If, after a repair or replacement, the Goods remain Unsatisfactory Goods (or if We cannot do so as previously described, or have failed to act within a reasonable time or without significant inconvenience to you), you may have the right either to keep the Unsatisfactory Goods at a reduced price, or to reject the Unsatisfactory Goods (as under clause 5.2.6) in exchange for a refund.

- 5.3. Refunds (whether full or partial, including reductions in price) under this Clause will:

- 5.3.1. be issued within 14 calendar days of the day on which We agree that you are entitled to the refund, and
- 5.3.2. include all delivery costs paid by you when the Goods were originally purchased, and
- 5.3.3. be made using the same payment method that you used when ordering the Goods.

## **6. Right to cancel Stock-item orders under “Cooling-off” rules**

- 6.1. There is no right to cancel orders for Made-to-Order items after they have been ordered; if you decide you would like to cancel such any order please contact us and we will see whether we can make a mutually satisfactory arrangement, without our being obliged to do so.
- 6.2. You do have a right to a cancel the Order for Stock items for any reason (e.g. if You Change Your Mind) during a “cooling-off” period that starts as soon as you place your Order and lasts until 23:59:59 on the 14th day after the delivery date of the final instalment of Goods within any Order Confirmation; to exercise your right to cancel described by this Clause you must:

- 6.2.1.inform Us of your decision within the “cooling-off period”; you may do so in any way you wish, however for your convenience We offer a cancellation form on Our Site; and

- 6.2.2.ensure that you return the Goods to Us no more than 14 calendar days after the day on which you have informed Us that you wish to cancel. Please note that you must bear the costs of returning Goods to Us if cancelling under this right.

- 6.3.Only a standard delivery charge may be reimbursed as part of any refund due under 6.2 regardless of what the actual delivery charge originally was (this does not affect your statutory rights).

- 6.4.Any refunds under 6.2 may be subject to deduction for wear and tear. If We issue a refund before We have received the Goods and have had a chance to inspect them, We may subsequently charge you an appropriate sum if We find that the Goods have wear and tear.

- 6.5.Refunds for Orders cancelled under 6.2 will be issued to you within 14 calendar days of earliest of:

- 6.5.1. The day on which We receive the Goods back; or
- 6.5.2. The day on which you supply evidence that you have sent the Goods back; or
- 6.5.3. If We have not yet dispatched the Goods, the day on which you inform Us that you wish to cancel the Order.

## **7. LIMITS ON LIABILITY**

Apart from liability for death or personal injury caused by negligence, or for fraud or fraudulent misrepresentation, which we caused, and without prejudicing your legal rights as a consumer, we will only be responsible for any loss or damage that you may suffer as a result of breach of these Terms of Sale (or the Order), or as a result of our negligence, which is an obvious direct consequence of our breach or negligence that was reasonably mutually contemplated at the time of the Order Confirmation (but not otherwise) and is no more than the value of the relevant Order.

## **8. Other**

- 8.1. The contract is between you and Us; it is not intended to benefit any other person in any way and no such person will be entitled to enforce any provision of these Terms of Sale.
- 8.2. If any of the provisions of these Terms of Sale are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms of Sale. The remainder of these Terms of Sale shall be valid and enforceable.
- 8.3. No failure or delay by Us in exercising any of Our rights under these Terms of Sale means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms of Sale means that We will waive any subsequent breach of the same or any other provision.
- 8.4. We may revise these Terms of Sale from time to time in response to changes in relevant laws and other regulatory requirements. If We change these Terms of Sale as they relate to your Order, We will give you reasonable advance notice of the changes and provide details of how to cancel if you are not happy with them. If you do opt to cancel, you must return any affected Goods you have already received and we will arrange for a full refund (including delivery charges).
- 8.5. These Terms of Sale, and the relationship between you and us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.
- 8.6. Any disputes concerning these Terms of Sale or the relationship between you and Us, shall be subject to the jurisdiction of the courts of England, regardless of the relevant delivery location within the United Kingdom.