

## OUR TERMS

### 1. DEFINITIONS

**WHEN THE FOLLOWING WORDS ARE USED IN THESE TERMS, THIS IS WHAT THEY WILL MEAN:**

**Event Outside Our Control:** is defined in clause 10.2;

**Goods:** the goods that **We** are selling to you as set out in the Order;

**Order:** your order for the **Goods**;

**Terms:** the terms and conditions set out in this document; and

**We/Our/Us:** Highland Stoves, Units 1+3 Whitedykes Industrial Estate, Cromarty, IV11 8YB.

1.1 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 sign and submit the Order. 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**, 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, catalogue newspaper adverts and other publications are solely for the promotion of **Our Goods** in the UK. Unfortunately, **We** do not accept orders from addresses outside the UK.

2.7 The images of the **Goods** on **Our** website or in **Our** catalogue or publications 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 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 in the following circumstances:

- (a) changes in relevant laws and regulatory requirements;

3.2 If **We** have to revise these **Terms** under clause 3.1, **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 11.

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. You can choose to cancel the Order in accordance with clause 11.1 in these circumstances.

3.4 Where **YOU** have special requirements, and orders are not taken from stock, we may charge a non-refundable deposit.

3.5 If you wish to cancel an Order before it has been fulfilled, please see your right to do so in clause 11.

#### **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 addresses outside the UK.

4.2 **We** will contact you with an estimated delivery date, usually within 30 days of the day on which **We** accept your order. Occasionally **Our** delivery to you may be affected by an **Event Outside Our Control**. See clause 10 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** by prior arrangement during **Our** working hours of 9-5 Monday – Friday and Saturday 9-1.

4.4 If no one is available at your address to take delivery, **We** will leave you a note that the **Goods** have been returned to **Our** premises, in which case, please contact us to rearrange delivery. **We** will not be liable for the costs of redelivery.

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 instalments. **We** will not charge you extra delivery costs for this.

4.6 If **We** miss the 30 day delivery deadline for any **Goods** then you may cancel your Order straight away if any of the following apply:

- (a) **We** have refused to deliver the **Goods**;
- (b) delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
- (c) 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 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 4.6* or *clause 4.7*, 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 Delays whilst in transit are possible and are out of the **Our** control. It is up to You to inform **Us** if the order has not arrived. For this reason it is recommended that You ensure that You are in possession of all the goods first before booking installers/builders.

4.10 **We** are not liable for any costs incurred by You as a result of a delivery being lost or late.

4.11 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.

4.12 You own the **Goods** once **We** have received payment in full.

## 5. IF THE GOODS ARE FAULTY

As 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.

**We** reserve the right to inspect the **Goods** and take such steps as agreed with you to put them in working order.

## 6. THIRD-PARTY MANUFACTURER'S GUARANTEE OF GOODS

6.1 The **Goods** come with a manufacturer's guarantee. For details, please refer to the manufacturer's guarantee provided with the **Goods**.

6.2 This guarantee is in addition to, and does not affect, your legal rights in relation to any **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.

## 7. GOODWILL GUARANTEE OF GOODS

7.1 If you are unhappy with the **Goods** for any reason or you change your mind, we may on a discretionary basis allow you to return **Goods** to **Us** at your own cost within 7 calendar days of receipt if you send **Us** the proof of purchase. **We** will only refund you the price you paid for the **Goods** if the **Goods** are in the original packaging and in new, re-saleable condition. This does not section does not apply to sales concluded by telephone. **We** reserve the right to apply a 10% restocking charge, or pass on any relevant charges we incur.

7.2 This guarantee is in addition to, and does not affect, your legal rights in relation to the **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.

## 8. PRICE AND PAYMENT

8.1 The price of the **Goods** will be set out in Our price list in force at the time **We** confirm your Order. **Our** prices may change at any time, but price changes will not affect Orders that **We** have confirmed with you.

8.2 The prices for the **Goods** exclude delivery costs, which will be added to the total amount due.

8.3 It is always possible that, despite **Our** best efforts, some of the **Goods We** sell may be incorrectly priced. **We** will normally check prices as part of **Our** despatch procedures so that, where the **Goods'** correct price is less than **Our** stated price, **We** will charge the lower amount when dispatching the **Goods** to you. If the **Goods'** correct price is higher than the price stated on **Our** site, **We** will contact you to tell you and for your instructions. 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.

8.4 Where **We** are providing **Goods** to you, you must make payment for **Goods** in advance by credit or debit card. **We** accept payment with Mastercard, Maestro, Visa, Visa Electron, Discover, Diners Club, JCB,

American Express, BACS, cheque and Cash. **We** will not charge your credit or debit card until **We** despatch the **Goods** to you.

8.5 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 3% a year above the base lending rate of the Bank of Scotland 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.

8.6 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 8.5 will not apply for the period of the dispute.

## 9. OUR LIABILITY TO YOU

9.1 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, 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 and it was referred to in writing by you at the time **We** entered into this contract.

9.2 **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, and **We** have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

9.3 **We** do not exclude or limit in any way **Our** liability for:

- (a) death or personal injury caused by **Our** negligence or the negligence of **Our** employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of **Goods** Act 1979 (title and quiet possession);
- (d) 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
- (e) defective products under the Consumer Protection Act 1987.

## 10. EVENTS OUTSIDE OUR CONTROL

10.1 **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**.

10.2 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.

10.3 If an **Event Outside Our Control** takes place that affects the performance of **Our** obligations under these **Terms**:

- (a) **We** will contact you as soon as reasonably possible to notify you; and

- (b) **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.

10.4 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 11. **We** will only cancel the contract if the **Event Outside Our Control** continues for longer than 2 weeks in accordance with **Our** cancellation rights in clause 11.

## 11. YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND

11.1 Before the **Goods** are delivered, you have the following rights to cancel an Order for **Goods**, including where you choose to cancel because **We** are affected by an **Event Outside Our Control** or **We** change these **Terms** under clause 3.1 to your material disadvantage:

- (a) you may cancel any Order for **Goods** at any time before **We** despatch the **Goods** by contacting **Us**. **We** will confirm your cancellation in writing to you;
- (b) if you cancel an Order under clause 11.1(a) and you have made any payment in advance for **Goods** that have not been delivered to you, **We** will refund these amounts to you and any delivery charges;
- (c) unfortunately, if you cancel an Order for **Goods** under clause 11.1(a) and **We** have already despatched your **Goods** to you, **We** will not be able to cancel your Order until it is delivered or collected. In this case, if you return the **Goods** to **Us**, **We** will have to charge you the cost of collection or you will have to pay the cost of returning the **Goods** back to **Us**. This will not affect your refund for the **Goods** themselves, but **We** will not refund any charges for delivery and any charge for collection will be deducted from the refund that is due to you.
- (d) Where you have ordered your **Goods** via telephone you may return the **Goods** to us, for any reason, up to 14 days after the date on which the **Goods** were delivered to you. In this case, if you return the **Goods** to **Us**, **We** will have to charge you the cost of collection or you will have to pay the cost of returning the **Goods** back to **Us**.
- (e) Where the **Goods** have been despatched **We** reserve the right to apply a 10% restocking charge, or pass on any relevant charges **We** incur.

## 12. OUR RIGHTS TO CANCEL AND APPLICABLE REFUND

**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:

- (a) **We** will promptly contact you to let you know;
- (b) if you have made any payment in advance for **Goods** that have not been delivered to you, **We** will refund these amounts to you.

## 13. INFORMATION ABOUT US AND HOW TO CONTACT US

13.1 **We** are a partnership established in **Scotland**. **Our** address is Units 1+3 Whitedykes Industrial Estate, Cromarty, IV11 8YB. **Our** registered VAT number is . GB939626480

13.2 If you have any questions or if you have any complaints, please contact **Us**. You can contact **Us** by telephoning **Us** on 01381 600700 or by e-mailing **Us** at sales@highlandstoves.com.

13.3 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 Highland Stoves, Units 1+3 Whitedykes Industrial Estate, Cromarty, IV11 8YB. **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.

#### 14. HOW WE MAY USE YOUR PERSONAL INFORMATION

14.1 **We** will use the personal information you provide to **Us** to:

- (a) provide the **Goods**;
- (b) process your payment for such **Goods**; and
- (c) inform you about similar products or services that **We** provide, but you may stop receiving these at any time by contacting **Us**.

14.2 You agree that **We** may pass your personal information to credit reference agencies and that they may keep a record of any search that they do.

14.3 **We** will not give your personal data to any third party, provided that payment is made in full for the **Goods** You order from **Us**.

#### 15. OTHER IMPORTANT TERMS

15.1 **We** may transfer **Our** rights and obligations under these **Terms** to another organisation, and **We** will always tell you in writing if this happens, but this will not affect your rights under the contract or the obligations owed to you under the Contract.

15.2 This contract is between you and **Us**. No other person shall have any rights to enforce any of its terms.

15.3 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.

15.4 Each of the paragraphs 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.

15.5 These **Terms** are governed by Scottish law. You and **We** both agree to submit to the non-exclusive jurisdiction of the Scottish courts.