

TERMS AND CONDITIONS

1. These terms

1.1 These are the terms and conditions on which we supply goods to you.

1.2 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. If you think that there is a mistake in these terms or require any changes, please contact us to discuss.

1.3 Are you a business customer or a consumer? 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 goods from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

1.4 If you are a business customer this is our entire agreement with you. 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.

2. Information about us and how to contact us

2.1 We are Allen Bros Electrical (Factors) Ltd a company registered in England and Wales. Our company registration number is 01039794 and our registered office is at 724 London Road, Leigh on Sea, Essex, England, SS9 3NL. Our registered VAT number is 250247586.

2.2 You can contact us by telephone using the number 01702 475255 or by writing to us using our contact page which can be found at www.allenbros.co.uk/contactus

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 Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.

3.2 If we are unable to accept your order, we will inform you of this in writing and will not charge you for the good. This might be because the good is 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 good or because we are unable to meet a delivery deadline you have specified.

- 3.3 We will assign an order reference number to your order and tell you what it is when we accept your order. It will help us if you can tell us your order reference 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 colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the goods. Your good may vary slightly from those images.

- 4.2 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate Contract and failure by the Company to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated.

- 4.3 Goods packaging may vary. The packaging of the good may vary from that shown in images on our website.

- 4.4 Making sure your measurements are accurate. If we are making the good to measurements, for example if we are cutting cable to a particular measurement, you are responsible for ensuring that these measurements are correct when you receive them.

5. Your rights to make changes

- 5.1 If you wish to make a change to the good 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 good, 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 good:

6.1.1 to reflect changes in relevant laws and regulatory requirements; and

6.1.2 to implement minor technical adjustments and improvements, for example to address a security threat.

- 6.2 More significant changes to the goods and these terms. In addition, we may make the changes to these terms or the goods, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any goods paid for but not received.

7. Providing the goods

- 7.1 Delivery costs. The costs of delivery will be as displayed to you on our website.
- 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. We will deliver them to you as soon as reasonably possible. This will generally be within 5 working days. Please be mindful of longer lead times for made to order items.
- 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 If you have asked to collect the goods from our premises, you can collect them from us at any time during our working hours. Our working hours are listed on our website. If you are a business account customer, 24/7 collection from our night-store is available. Please call us to arrange this.
- 7.5 If no one is available at your address to take delivery and the goods cannot be posted through your letterbox, the carrier will attempt to make a redelivery on the next available day.
- 7.6 If you do not collect the goods from us as arranged or if, after two failed deliveries to you, 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 10.2 will apply.
- 7.7 A good or goods will be your responsibility from the time we deliver the good or goods to the address you gave us or you collect it from us.
- 7.8 You own the goods once we have received payment in full.
- 7.9 We may need certain information from you so that we can supply the goods to you, for example, your address. 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 10.2 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 good to:
- 7.10.1 deal with technical problems or make minor technical changes;
 - 7.10.2 update the good or receive an updated version of the good from a manufacturer or distributor to reflect changes in relevant laws and regulatory requirements;
 - 7.10.3 make changes to an order 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 the good, unless the problem is urgent or an emergency. If we have to suspend the good for longer than 3 months 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 good if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 3 months and we will refund any sums you have paid in advance for the good 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 14.4) and you still do not make payment within 14 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 contact you to tell you we are suspending supply of the goods. We will not suspend the goods where you dispute the unpaid invoice (see clause 14.6). We will not charge you for the goods during the period for which they are suspended.

8. Your rights to end the contract

- 8.1 You can always 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, when you decide to end the contract and whether you are a consumer or business customer:
- 8.1.1 If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get the good repaired or replaced or to get some or all of your money back), see clause 12 if you are a consumer and clause 13 if you are a business;
- 8.1.2 If you want to end the contract because of something we have done or have told you we are going to do, see clause 8.2;
- 8.1.3 If you are a consumer and have just changed your mind about the good, see clause 8.3. 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;
- 8.1.4 In all other cases (if we are not at fault and you are not a consumer exercising your right to change your mind), see clause 8.6.
- 8.2 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 8.2.1 to 8.2.5 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:
- 8.2.1 we have told you about an upcoming change to the good or these terms which you do not agree to (see clause 6.2);
- 8.2.2 we have told you about an error in the price or description of the good you have ordered and you do not wish to proceed;
- 8.2.3 there is a risk that supply of the goods may be significantly delayed because of events outside our control;

8.2.4 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 30 days; or

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

8.3 Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013). If you are a consumer then for most goods bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

8.4 When consumers do not have a right to change their minds. Your right as a consumer to change your mind does not apply in respect of:

8.4.1 goods sealed for health protection or hygiene purposes, once these have been unsealed after you receive them; and

8.4.2 any goods which become mixed inseparably with other items after their delivery.

8.5 How long do consumers have to change their minds? If you are a consumer how long you have to change your mind depends on what you have ordered and how it is delivered.

8.5.1 Have you bought goods, if so you have 14 days after the day you (or someone you nominate) receives the goods, unless:

- (a) 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.
- (b) 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.

8.6 Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you are not a consumer who has a right to change their mind (see clause 8.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for goods is completed when the good is delivered and paid for. If you want to end a contract before it is completed where we are not at fault and you are not a consumer who has changed their mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for goods not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs (handling charges, re-stocking fees) we will incur as a result of you ending the contract.

9. How to end the contract with us (including if you are a consumer who has changed their mind)

9.1 Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:

9.1.1 telephoning using the number 01702 475255; or

9.1.2 writing to us via our contact page which can be found at www.allenbros.co.uk/contactus

9.2 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 where you bought them, post them back to your local branch or (if they are not suitable for posting) allow us to collect them from you. Please call 01702 475255 or use our contact page which can be found at www.allenbros.co.uk/contactus for a return label or to arrange collection. If you are a consumer exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.

9.3 When we will pay the costs of return. We will pay the costs of return:

9.3.1 if the goods are faulty or misdescribed;

9.3.2 if you are ending the contract because we have told you of an upcoming change to the good 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; or

9.3.3 if you are a consumer exercising your right to change your mind,

In all other circumstances you must pay the costs of return.

9.4 If you are responsible for the costs of return and we are collecting the good from you, we will charge you the direct cost to us of collection. The costs of collection will be the same as our charges for standard delivery, see www.allenbros.co.uk/delivery.

9.5 If you are entitled to a refund under these terms 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.

9.6 When we may make deduction from refunds if you are a consumer exercising your right to change your mind. If you are exercising your right to change your mind:

9.6.1 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 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.

9.6.2 The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a good within 3-5 days at one cost but you choose to have the good delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

When your refund will be made. We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind then, provided we have not offered to collect the goods, your refund will be made within 14 days from the day on which we receive the good back from you or, if

earlier, the day on which you provide us with evidence that you have sent the good back to us. For information about how to return a good to us, see clause 9.2.

10. Our rights to end the contract

10.1 We may end the contract if you break it. We may end the contract for a good at any time by writing to you if:

10.1.1 you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due; or

10.1.2 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

10.1.3 you do not, within a reasonable time, allow us to deliver the goods to you or collect them from us.

10.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 10.1 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.

10.3 We may withdraw the good. We may write to you to let you know that we are going to stop providing the good. We will let you know at least 14 days in advance of our stopping the supply of the good and will refund any sums you have paid in advance for goods which will not be provided.

11. If there is a problem with the good

How to tell us about problems. If you have any questions or complaints about the good, please contact us. You can:

11.1.1 telephone using the number 01702 475255; or

11.1.2 writing to us via our contact page which can be found at www.allenbros.co.uk/contactus

alternatively, please speak to one of our staff in-store.

12. Your rights in respect of defective goods if you are a consumer

12.1 If you are a consumer 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. The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your good your legal rights entitle you to the following:

a) Up to 30 days: if your goods are faulty, then you can get an immediate refund.

b) Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
c) Up to six years: if your goods do not last a reasonable length of time, you may be entitled to some money back.
See also clause 8.3.

12.2 Your obligation to return rejected goods. If you wish to exercise your legal rights to reject goods you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please call 01702 475255 or write to us using our contact page which can be found at www.allenbros.co.uk/contactus for a return label or to arrange collection.

13. Your rights in respect of defective goods if you are a business

13.1 If you are a business customer we warrant that on delivery any goods which are goods shall:

13.1.1 conform in all material respects with their description;

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

13.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

13.2 Subject to clause 13.3, if:

13.2.1 you give us notice in writing within a reasonable time of discovery that a good does not comply with the warranty set out in clause 13.1;

13.2.2 we are given a reasonable opportunity of examining such good; and

13.2.3 you return such good to us at our cost,

we shall, at our option, repair or replace the defective good, or refund the price of the defective good in full.

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

13.3.1 you make any further use of such good after giving a notice in accordance with clause 13.2.1;

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

13.3.3 you alter or repair the good without our written consent; or

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

13.4 Except as provided in this clause 13, we shall have no liability to you in respect of a good's failure to comply with the warranty set out in clause 13.1.

13.5 These terms shall apply to any repaired or replacement goods supplied by us under clause 13.2.

14. Price and payment

14.1 The price of the good (which includes VAT) will be the price indicated on our website. We use our best efforts to ensure that the price of the good advised to you is correct. However please see clause 14.3 for what happens if we discover an error in the price of the good you order.

14.2 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 good, we will adjust the rate of VAT that you pay, unless you have already paid for the good in full before the change in the rate of VAT takes effect.

14.3 It is always possible that, despite our best efforts, some of the goods we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the good'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 good's correct price at your order date is higher than the price stated to you, 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.

14.4 We accept payment with Visa credit, Visa debit, Visa Electron, Mastercard, Debit Mastercard, American Express and Maestro cards. You must pay for the goods before we dispatch them.

14.5 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).

14.6 If you think an invoice is wrong, please contact us promptly to let us know.

15. Our responsibility for loss or damage suffered by you if you are a consumer

15.1 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. 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.

15.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the goods as summarised at clause 12.1 and for defective goods under the Consumer Protection Act 1987

15.3 We are not liable for business losses. If you are a consumer, we only supply the goods for to you for domestic and private use. If you use the goods for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause 16.

16. Our responsibility for loss or damage suffered by you if you are a business

16.1 Nothing in these terms shall limit or exclude our liability for:

16.1.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);

16.1.2 fraud or fraudulent misrepresentation;

16.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

16.1.4 defective goods under the Consumer Protection Act 1987; or

16.1.5 any matter in respect of which it would be unlawful for us to exclude or restrict liability.

16.2 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.

16.3 Subject to clause 16.1:

16.3.1 we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and

16.3.2 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 eighty five per cent (85%) of the total sums paid by you for goods under such contract.

17. How we may use your personal information

How we will use your personal information. We will only use your personal information as set out in our privacy notice: <https://www.allenbros.co.uk/our-policies> .

18. Other important terms

18.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 14 days of us telling you about it and we will refund you any payments you have made in advance for goods not provided.

18.2 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. We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the relevant item or property.

18.3 Nobody else has any rights under this contract (except someone you pass your guarantee on to). This contract is between you and us. No other person shall have any rights to enforce any of its terms.

- 18.4 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.
- 18.5 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.
- 18.6 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.