

## 1. These terms

**What these terms cover.** These are the terms and conditions on which we supply products to you.

**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 products 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.

## 2. Information about us and how to contact us

**Who we are.** We are Kellaway Building Supplies Ltd registered in England and Wales 02118777. Our company registration number is 02118777 and our registered office is at Olympus House, Britannia Rd, Bristol, BS34 5TA. Our registered VAT number is 357 9217 23.

**How to contact us.** You can contact us by telephoning our customer service team at 0117 906 3060 or by writing to us at [enquiries@kellaway.co.uk](mailto:enquiries@kellaway.co.uk) and Olympus House, Britannia Road, Bristol, BS34 5TA.

**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.

**"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

## 3. Our contract with you

**How we will accept your order.** Our acceptance of your order will take place when we write to you to accept it or we tell you that we are able to provide you with the product, at which point a contract will come into existence between you and us.

**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 product. This might be because the product is out of stock, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.

**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 products

**4.1 Products may vary slightly from their pictures.** The images of the products in our brochures, on our website and samples 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 or the printed pictures in our brochure accurately reflects the colour of the products. Your product may vary slightly from those images.

**4.2 Product packaging may vary.** The packaging of the product may vary from that shown in images on our website or brochure.

**4.3 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 in our brochure or 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 for delivery 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 product.** We may change the product:

- to reflect changes in relevant laws and regulatory requirements; and
- to implement minor technical adjustments and improvements.

## 7. Providing the products

**7.1 Delivery costs.** The costs of delivery will be as told to you during the order process.

**7.2 When we will provide the products.** When you place a bespoke or special order with us we will let you know when we will provide the products to you. We will contact you with a delivery date which will be within 30 days after the day on which we accept your order unless we agree a different date.

**7.3 We are not responsible for delays outside our control.** If our delivery of the products is delayed by an event outside of 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 products you have paid for but not received. Bespoke or special orders will not be refunded.

**7.4 Collection by you.** If you have asked to collect the products from our premises, you can collect the products from us at any time during our opening hours which are displayed at our premises.

**7.5 If you are not at home when the product is delivered.** If no one is available at your address to take delivery and the products cannot be posted through your letterbox, we will leave your goods on site, unless you have informed us in advance and asked us to rearrange delivery or for you to collect the products from a local depot.

**7.6 If you do not re-arrange delivery.** If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a 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 10.2 will apply.

**7.7 If products are to be delivered other than on your private premises.** If products are to be delivered other than to your private premises, we will deliver the products as near as possible to the delivery address as is safe and the public highway permits. You will be responsible for complying with all regulations permits and charges and for all steps which need to be taken for the protection at all times of persons or property. You will reimburse us in respect of all reasonable losses damages costs and expenses we may incur as a result of such delivery whether on the public highway or elsewhere. We will remain liable for all losses caused by our own negligence.

**7.8 When we will enter private property.** We will only enter private property if we are given specific authority. Once invited onto private property we accept no liability for damage caused to that property by our delivery drivers (whether directly employed by us or by a third party) unless caused by our own negligence. We reserve the right to refuse to deliver the products to premises that are considered by our delivery drivers to be unsuitable or unsafe. We will notify you as soon as reasonably possible of the reason for non-delivery.

**7.9 You agree to reimburse us** in respect of all losses damages costs and expenses that we incur in complying with any specific delivery instructions which you may give us, and which relate to clauses 7.7 and 7.8. Any amount which you reimburse to us will be reduced in proportion to the extent that such losses damages costs and expenses are due to our negligence.

**7.10 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 collect it from us.

**7.11 When you own the products.** You own the products once we have received payment in full.

**7.12 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 products to you. If so, this will have been stated in the description of the products in our brochure or on our website. 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 (see clause 10.1) 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 products 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.

**7.13 Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product to:

- deal with technical problems or make minor technical changes;
- update the product to reflect changes in relevant laws and regulatory requirements;
- make changes to the product as requested by you or notified by us to you.

**7.14 Your rights if we suspend the supply of products.** We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. If we have to suspend for more than 2 weeks, we will adjust the price so that you do not pay for products 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 2 weeks and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

**7.15 We may also suspend supply of the products if you do not pay.** If you do not pay us for the products when you are supposed to (see clause 12.4) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will not suspend the products where you dispute the unpaid invoice (see clause 12.6). We will not charge you for the products during the period for which they are suspended. As well as suspending the products we can also charge you interest on your overdue payments (see clause 12.5).

## 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 and when you decide to end the contract:

**8.2 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 to get some or all of your money back), **see clause 11;**

**8.3 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;**

**8.4 If you have just changed your mind about the product, 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 products unless you have placed a bespoke or special order in which case you are not able to get a refund.

**8.5 In all other cases (if we are not at fault and there is no right to change your mind), see clause 8.6.**

**8.6 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 (e) below the contract will end immediately and we will refund you in full for any products 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 product or these terms which you do not agree to;
- b. 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;
- c. there is a risk that supply of the products may be significantly delayed because of events outside our control;
- d. we have suspended supply of the products 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 day period; or
- e. you have a legal right to end the contract because of something we have done wrong.

**8.7 Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most products bought over the telephone or by exchange of emails you have a legal right to change your mind within 14 days and receive a refund but you are to pay the costs of return. These rights, under the Consumer Contracts Regulations 2013. Perishable products, bespoke and special orders are exempt of this rule.

**8.8 When you don't have the right to change your mind.** You do not have a right to change your mind in respect of any products which become mixed inseparably with other items after their delivery or you place a bespoke or special order.

**8.9 How long do I have to change my mind?** How long you have depends on how the products are delivered. You have 14 days after the day you (or someone you nominate) receives the products, unless:

- **Your products 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 products.
- **Your products 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 products.
- **Your order was a bespoke or special one.**

**8.10 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 do not have a right to change your 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 products is completed when the products are delivered and paid for. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products 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 we will incur as a result of your ending the contract.

## 9. How to end the contract with us (including if you have changed your 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:

- **Phone or email.** Call customer services on 0117 906 3060 or email us at [enquiries@kellaway.co.uk](mailto:enquiries@kellaway.co.uk). Please provide details of what you bought, when you ordered or received it and your name and address.
- **By post.** Write to us at Olympus House, Britannia Rd, Bristol, BS34 5TA including details of what you bought, when you ordered or received it and your name and address.

**9.2 Returning products after ending the contract.** If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must either return the products in person to where you bought them from or post them back to us at Olympus House, Britannia Rd, Bristol, BS34 5TA or (if they are not suitable for posting) allow us to collect them from you. Please call customer services on 0117 906 3060 or email us at [enquiries@kellaway.co.uk](mailto:enquiries@kellaway.co.uk) to arrange collection. If you are exercising your right to change your mind you must send off the products 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:

- if the products are faulty or misdescribed;
- 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; or
- In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.

**9.4 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. The costs of collection will be the same as our charges for standard delivery, as told to you over the telephone or set out in our brochure or on our website or told to you in the course of email exchanges.

**9.5 How we will refund you.** We will refund you the price you paid for the products and sometimes delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

**9.6 Deductions from refunds if you are exercising your right to change your mind.** 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 products, 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 products and later discover you have handled them in an unacceptable 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. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

**9.7 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 products, your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us.

## 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 product at any time by writing to you if:

- you do not make any payment to us or we are unable to collect payment from you when it is due and you still do not make payment within 7 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 products; or
- you do not, within a reasonable time, allow us to deliver the products 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 most products 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. Bespoke or special orders are exempt of any refund.

## 11. If there is a problem with the product

**11.1 How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can telephone our consumer service team at 0117 906 3060 or write to us at [enquiries@kellaway.co.uk](mailto:enquiries@kellaway.co.uk) or Olympus House, Britannia Rd, Bristol, BS34 5TA.

**11.2 Summary of your legal rights.** We are under a legal duty to supply products that are in conformity with this contract. For further details please visit The Consumer Rights Act 2015 <http://www.legislation.gov.uk/ukpga/2015/15/contents/enacted>.

**11.3 Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them from, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We may pay the costs of postage or collection.

## 12. Price and payment

**12.1 Where to find the price for the product.** The price of the product (which includes VAT) will be the price set out in our price list in force at the date of your order unless we have agreed another price in writing. We take all reasonable care to ensure that the price of product advised to you is correct. However please see clause 12.3 for what happens if we discover an error in the price of the product you order.

**12.2 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 (including delivery costs) in full before the change in the rate of VAT takes effect.

**12.3 What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products 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, we will contact you for your instructions before we accept your order.

**12.4 When you must pay and how you must pay.** We accept payment with almost all major credit cards. You must pay for the products (including delivery costs) before we dispatch them. We will charge your credit or debit card at the point of order.

**12.5 We can charge interest if you pay late.** If you do not make any payment to us or if we are unable to collect any payment from you by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of the Bank of England 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.

**12.6 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. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

## 13. Our responsibility for loss or damage suffered by you

**13.1 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.

**13.2 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 products, as summarised at clause 11.2; and for defective products under the Consumer Protection Act 1987.

- 13.3 We are not liable for business losses.** We only supply the products to consumers for domestic and private use. If you use the products 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. How we may use your personal information**
- 14.1 How we will use your personal information.** We will only use your personal information as set out in our Privacy Policy. You can find our Privacy policy on our website: <https://www.kellaway.co.uk/privacy-policy/>
- 15. Other important terms**
- 15.1 We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another company.
- 15.2 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.
- 15.3 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 this contract or make any changes to these terms.
- 15.4 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.
- 15.5 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 products, we can still require you to make the payment at a later date.
- 15.6 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 products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.
- 15.7 Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider. You can submit a complaint to the Ombudsman Service via their website at [www.ombudsman-services.org](http://www.ombudsman-services.org) or the ADR Group via their website at [www.consumer-dispute.co.uk](http://www.consumer-dispute.co.uk) or any other Alternative Dispute Resolution entity of your choice who should not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings. In addition, please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform. <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.adr.show> .