

**SAVILLS THE AWNING COMPANY LTD**

**Terms and conditions for the supply of goods and services**

# CONTENTS

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## CLAUSE

- 1. These terms..... 2
- 2. Information about us and how to contact us ..... 2
- 3. Our contract with you ..... 2
- 4. Our products ..... 3
- 5. Your rights to make changes..... 3
- 6. Our rights to make changes ..... 3
- 7. Providing the products ..... 4
- 8. Your rights to end the contract ..... 5
- 9. [How to end the contract with us [(including if you have changed your mind)] ..... 7
- 10. Our rights to end the contract ..... 7
- 11. If there is a problem with the product..... 8
- 12. Price and payment ..... 8
- 13. Our responsibility for loss or damage suffered by you ..... 9
- 14. How we may use your personal information .....10
- 15. Other important terms.....10

## **Our terms**

### **1. These terms**

**1.1 What these terms cover.** These are the terms and conditions on which we supply products to you, whether these are goods or services.

**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 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 Savills The Awning Company Limited a company registered in England and Wales. Our company registration number is 06896073 and our registered office is at 22-26 Bank Street, Herne Bay, England, CT6 5EA. Our registered VAT number is GB264607142000.

**2.1 How to contact us.** You can contact us by telephoning our customer service team at 0800 0121 194 or by writing to us at [info@savillstheawningcompany.co.uk](mailto:info@savillstheawningcompany.co.uk) or by post at 22-26 Bank Street, Herne Bay, England, CT6 5EA.

**2.2 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.

**2.3 "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 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 in writing and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, or 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.

**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.

**3.4 We only sell to the UK.** Our brochure and marketing material is solely for the promotion of our products in the UK. Unfortunately, we do not accept orders from or deliver to addresses outside the UK.

#### **4. Our products**

**4.1 Products may vary slightly from their pictures.** The images of the products in our brochure and on our website are for illustrative purposes only. Although we have made every effort to ensure the colours are accurately represented there may be minor variations and we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images.

#### **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. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 8, Your rights to end the contract).

#### **6. Our rights to make changes**

**6.1 Minor changes to the products.** We may change the product:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements, as recommended by our manufacturer or because of supply chain issues, for example by supplying you with an alternative remote control device. These changes will not affect your use of the product.

**6.2 More significant changes to the products and these terms.** In addition, as we informed you in the description of the product in our brochure and on our website, we may certain changes to the product, 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 products paid for but not received.

## 7. Providing the products

**7.1 Delivery costs.** The costs of delivery will be included in the price of the product

**7.2 When we will provide the products.** During the order process we will let you know when we will provide the products to you and when we will install them. We will begin the installation on the date agreed with you during the order process. The estimated completion date for the services is as told to you during the order process.

**7.3 We are not responsible for delays outside our control.** If our supply of the products 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 products you have paid for but not received.

**7.4 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.

**7.5 If you do not re-arrange delivery.** If, after a failed delivery to you, you do not re-arrange delivery 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.

**7.6 If you do not allow us access to install the products.** If you have asked us to install the products for you and you do not allow us access to your property as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 10.2 will apply.

**7.7 When you become responsible for the goods.** A product which is goods will be your responsibility from the time we deliver the product to the address you gave us.

**7.8 When you own goods.** You own a product which is 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 products to you, usually this will be limited to information about when and how we can access your property to install the products.. We will contact you in writing 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 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.

**7.10 Reasons we may suspend the supply of products 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 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 the product for longer than 8 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 8 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.

**7.12 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:

- (a) **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 11;
- (b) **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;**

**If you have just changed your mind about the product, see clause 8.3; in all other cases (if we are not at fault and there is no right to change your mind), see clause 8.4 OR clause 9.**

**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 (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 (see clause 6.2);
- (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 8 weeks; or
- (e) 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 (Consumer Contracts Regulations 2013).** For most products bought off-premises you have a legal right to change your mind within 14 days and receive a refund. However as the goods you have ordered from us are bespoke and have been specifically manufactured for you, the legal right to change your mind within 14 days and receive a refund **does not apply to you.**

**8.4 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 goods is completed when the product is delivered, and paid for. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault [, 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:

- (a) **Phone or email.** Call customer services on 0800 0121 194 or email us at [info@savillstheawningcompany.co.uk](mailto:info@savillstheawningcompany.co.uk). Please provide your name, home address, details of the order and, where available, your phone number and email address.
- (b) **By post.** Simply write to us at 22-26 Bank Street, Herne Bay, England, CT6 5EA, 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 goods 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. Please call customer services on 0800 0121 194 or email us at [info@savillstheawningcompany.co.uk](mailto:info@savillstheawningcompany.co.uk) for a return label or to arrange collection. If you are 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:

- (a) if the products are faulty or misdescribed;
- (b) 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 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.  
**How we will refund you.** We will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

## 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:

- (a) you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;



- (b) you do not, within a reasonable time, allow us to deliver the products to you or collect them from us; or
- (c) you do not, within a reasonable time, allow us access to your premises to supply the services.

**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 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 as compensation for the net costs we will incur as a result of your breaking the contract.]

## **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 customer service team on 0800 0121 194 or write to us at] [info@savillstheawningcompany.co.uk](mailto:info@savillstheawningcompany.co.uk) or 22-26 Bank Street, Herne Bay, England, CT6 5EA.

**11.2 Summary of your legal rights.** We are under a legal duty to supply products that are in conformity with this contract. **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, 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 customer services on 0800 0121 194 or email or write to us at [info@savillstheawningcompany.co.uk](mailto:info@savillstheawningcompany.co.uk) or 22-26 Bank Street, Herne Bay, England, CT6 5EA for a return label or to arrange collection.

**11.3 Misuse of the Products:** We are not responsible for damage to patio blinds or awnings when the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or use in adverse weather conditions. **The Goods are not supplied for use in all weather conditions, especially high winds, and heavy rain, whether or not a sensor is fitted.**

## **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 indicated on your order form. We use our best efforts to ensure that the price of the 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 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 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.
- 12.4 When you must pay and how you must pay.** We accept payment with the following: Visa, MasterCard, Maestro, Google Pay, Apple Pay or by bank transfer – details are available on our website. You must pay a deposit when you place the order. We will invoice you for the balance of the price of the services when we have completed them. You must pay each invoice within 7 calendar days after the date of the invoice.
- 12.5 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 NATWEST 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.
- 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, 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.
- 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 When we are liable for damage to your property.** If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.

**13.4 We are not liable for business losses.** We only supply the products 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.

#### **15. Other important terms**

**15.1 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.

**15.2 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.

**15.3 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.

**15.4 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.