

**THE CUSTOMER'S ATTENTION IS DRAWN IN PARTICULAR TO THE PROVISIONS OF CLAUSE 10.**

Please ensure that you read and understand these Terms before you confirm your Order because you will be bound by them once a contract comes into existence between us.

**1. BASIS OF SALE**

- 1.1 We consider that these Terms and the Order set out the whole agreement between you and us for the sale of the goods. Any variation to the Terms or Order that you agree with our authorised employees and agents will only be binding if recorded in writing.
- 1.2 Any samples, drawings, or advertising we issue, and any are produced solely to provide you with an approximate idea of the goods they describe.
- 1.3 If any of these terms are inconsistent with any term of the Order, the Order shall prevail.
- 1.4 These Terms shall become binding when: (a) we issue you with written acceptance of an Order (Order Confirmation); or (b) payment of a deposit is received (please note that all deposits are none refundable), whichever is the earlier.
- 1.5 Any quotation for the goods and/or Services is given on the basis that a binding contract shall only come into existence in accordance with clause 2.5. A quotation shall be valid for a period of thirty (30) calendar days from its date of issue, unless we notify you in writing that we have withdrawn it during this period.
- 1.6 We have the right to revise and amend these Terms from time to time. You will be subject to the policies and terms in force at the time that you order the goods from us, unless any change to those policies or these Terms is required by law or government or regulatory authority (in which case, it will apply to orders you have previously placed that we have not yet fulfilled).

**2. THE GOODS**

- 2.1 You should examine the goods on delivery and report to us in writing within seven days of delivery of any faults or damage to the goods that are visible on careful examination.
- 2.2 The goods are sold with the benefit of the Manufacturers Warranty (**Warranty**) once full payment is received. Please note that the Warranty relates only to goods provided directly by us and shall not extend to spare or expendable parts.
- 2.3 The Warranty is in addition to your legal rights in relation to the goods which are faulty or which otherwise do not conform with these Terms. Advice about your legal rights is available from your local Citizen's Advice Bureau or trading standards office.
- 2.3 The Warranty does not apply to any defect in the goods arising from fair wear and tear, wilful damage, accident, negligence by you or any third party if goods are used in a way we do not recommend, you fail to follow our instructions, or any alteration or repair you or any third party carry out without our prior written approval, as well as any damage arising from chemical, electrical or electrolytic influence or failure to comply with the recommended water balance.
- 2.4 Should you install the goods yourself, we shall accept no liability for faults from defective installation and the Warranty shall be rendered null and void.
- 2.5 Faulty and/or defective goods or parts should be sent to us upon receipt of our written consent to accept delivery of the same. Any goods or parts duly repaired shall be returned at your risk and expense.

**3. DEFECTIVE GOODS AND RETURNS**

If goods do not conform with these Terms, please let us know as soon as possible after delivery. We will collect the goods and where appropriate will: (a) provide you with a full or partial refund; (b) replace the goods; or (c) repair the goods.

**4. CONDITIONS OF THE SITE**

- 4.1 It shall be your responsibility to ensure that the site is both suitable and safe for purpose prior to delivery and that any works comply with building regulations and standards where applicable and an appropriate electrical supply is installed.
- 4.2 We shall install the goods on the assumption that you have satisfied your obligations contained at clause 5.1 above and we shall have no responsibility to assess the suitability of the site.

**5. DELIVERY**

- 5.1 We will take reasonable steps to meet the delivery date set out on the Order or as otherwise agreed between us in writing. We will let you know if we become aware of an unexpected delay and will arrange a new delivery date with you.
- 5.2 If you fail to take delivery of an Order then, except where this failure is caused by our failure to comply with these Terms or by an event beyond your control: (a) we will store the goods until delivery takes place and may charge you a reasonable sum to cover expenses and insurance; and (b) we shall have no liability to you for late delivery.
- 5.3 If you have not taken delivery of the goods within two weeks of the date set out in the Order, we may resell or otherwise dispose of part or all of the goods and, after deducting storage and selling costs, charge you for any shortfall below their price. Please note that we shall not be liable to account to you for any excess over the price of the goods received.
- 5.4 If we are not able to deliver the whole of the Order at one time, we will deliver the order in instalments. We will not charge you extra delivery costs for this. If you ask us to deliver the Order in instalments, we may charge you extra delivery costs. Each instalment shall constitute a separate contract. If we are late delivering an instalment or one instalment is faulty, that will not entitle you to cancel any other instalment.

**6. TITLE AND RISK**

- 6.1 The goods will be your responsibility from the time that they are in transit.
- 6.2 You may insure in your own name and at your own cost the risk of transit.
- 6.3 Ownership of the goods will only pass to you when we receive payment in full of all sums due for the goods, including delivery charges in accordance with these Terms.

**7. QUALITY OF SERVICE**

- 7.1 You must provide us, in sufficient time, with any information and instructions relating to our installation services (**Services**) that is or are necessary to enable us to provide the Services in accordance with these Terms. If you do not, or you provide us with incomplete, incorrect or inaccurate information or instructions, we may cancel the Order by giving you written notice, or we may make an additional charge of a reasonable sum to cover any extra work that is required.
- 7.2 We only supply the Services for domestic and private use, and you agree not to use the Services for any commercial purpose.

**8. PROVISION OF SERVICES**

- 8.1 We will supply the Services to you on the date of actual delivery of the goods and will make every effort to complete the Services on time but there may be delays

due to circumstances beyond our control. In this case we will complete the Services as soon as reasonably possible.

- 8.2 We may have to suspend the Services if we have to deal with technical problems, or to make improvements to the Service. We will let you know in advance where this occurs, unless the problem is urgent or an emergency.
- 8.3 In the unlikely event that the Services do not confirm with these Terms, please let us know as soon as possible after we have carried them out. We will re-perform the Services.
- 8.4 The Terms will apply to any replacement Services we supply to you.

**9. PRICE AND PAYMENT**

- 9.1 Prices are liable to change at any time, but price changes will not affect Orders that we have confirmed in writing or where a deposit has been received.
- 9.2 These prices include VAT. However, if the rate of VAT changes between the date of the Order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the goods in full before the change in the rate of VAT takes effect.
- 9.3 These prices exclude delivery and installation costs, which will be added to the total amount due.
- 9.4 Payment for all goods must be made seven working days in advance of the agreed date for delivery by bank transfer, debit card or cheque.
- 9.5 We reserve the right to charge interest on overdue amounts at 4% a year above the base lending rate of our bank 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.
- 9.6 Without limiting any other remedies or rights that we may have, if you do not pay us on time, we may cancel or suspend any other outstanding Order until you have paid the outstanding amounts.

**10. LIMITATION OF LIABILITY**

- 10.1 Subject to clause 12.3 and clause 12.2, if either of us fails to comply with these Terms, neither of us shall be responsible for any losses that the other suffers as a result, except for those losses which are a foreseeable consequence of the failure to comply with these Terms.
- 10.2 Subject to clause 12.3, neither of us shall be responsible for losses that result from our failure to comply with these Terms which fall into the following categories: (a) loss of income or revenue; (b) loss of profit; (c) loss of business; (d) loss of anticipated savings; (e) loss of data; or (f) any waste of time. However, this clause 12.2 shall not prevent claims for foreseeable loss of, or damage to, your physical property.
- 10.3 Nothing in these Terms excludes or limits in any way our liability for: (a) death or personal injury caused by our negligence; (b) fraud or fraudulent misrepresentation; (c) any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; (d) defective products under the Consumer Protection Act 1987; or (e) any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.

**11. EVENTS OUTSIDE OUR CONTROL**

- 11.1 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 events outside our reasonable control (Force Majeure Event).
- 11.2 A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes, in particular (without limitation), the following: (a) strikes, lock-outs or other industrial action; (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; (d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; (e) impossibility of the use of public or private telecommunications networks; or (f) pandemic or epidemic.
- 11.3 Our obligations under these Terms are suspended for the period that the Force Majeure Event continues, and we will have an extension of time to perform these obligations for the duration of that period. We will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations under these Terms can be performed despite the Force Majeure Event.

**12. ASSIGNMENT**

You may not transfer any of your rights or obligations under these Terms to another person without our prior written consent, which we will not withhold unreasonably. We can transfer all or any of our rights and obligations under these Terms to another organisation, but this will not affect your rights under these Terms.

**13. NOTICES**

All notices sent by you to us must be sent to Vacuna Living Limited at [E-MAIL ADDRESS]. We may give notice to you at either the e-mail or postal address you provide to us in the Order. Notice will be deemed received and properly served 24 hours after an e-mail is sent or two days after the date of posting of any first class letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that the e-mail was sent to the specified e-mail address of the addressee.

**14. GENERAL**

- 14.1 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 14.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 14.3 A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 14.4 A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 14.5 Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Supplier.
- 14.6 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.