

Terms and Conditions of Sale

PLEASE READ THESE TERMS CAREFULLY. IN PARTICULAR, YOUR CANCELLATION RIGHTS IN CLAUSE 8 AND THE LIMITS OF OUR LIABILITY IN CLAUSE 11.

THESE TERMS SET OUT THE BASIS ON WHICH WE MAY SELL GOODS TO YOU.

1. DEFINED WORDS USED IN THESE TERMS

1.1 In these Terms, when we say:

1.1.1 **Delivery Information**, we mean the terms that apply to our Good(s) delivery services, full details of which can be found on our Website;

1.1.2 **Good or Good(s)**, we mean the goods that we sell;

1.1.3 **order**, we mean an order placed by you for Good(s) through our Website or using such other means as we may permit from time to time;

1.1.4 **our agreement**, we mean our agreement as defined in clause 2.1;

1.1.5 **Privacy Policy**, we mean our privacy policy, full details of which can be found on our Website;

1.1.6 **Terms**, we mean these terms and conditions of sale;

1.1.7 **we, us or our**, we mean Stelrad Management Limited;

1.1.8 **Website**, we mean the website (www.stelrad.com (or such other URL as we may specify from time to time)) that is operated by us or on our behalf; and

1.1.9 **you or your**, we mean you, the customer ordering and purchasing Good(s).

1.2 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).

1.3 If you order Good(s) on behalf of a company, organisation or other entity, then (i) you (as defined in clause 1.1.9) includes you and that company, organisation or other entity, and (ii) you represent and warrant that you are authorised to bind the company, organisation or other entity to our agreement (including these Terms), and that you agree to our agreement (including these Terms) on behalf of yourself and the company, organisation or other entity.

1.4 These Terms set out the basis on which we sell Good(s) to you. Subject to clause 3.3, by submitting an order for and/or purchasing any Goods, you are indicating your acceptance of these

Terms and you agree to be bound by these Terms. If you do not accept these Terms, you will not be able to order or purchase any Good(s) from us through our Website.

- 1.5 These Terms are only in the English language. Our agreement will not be filed by us.
- 1.6 If you view these Terms via our Website, you should print a copy of these Terms or save them to your computing device for future reference.

2. THIS AGREEMENT

- 2.1 Each order you place and purchase of Good(s) you make is subject to these Terms, the Delivery Information (where relevant), and any additional terms that apply to any promotional or special offers (together **our agreement**).

3. ORDERING GOOD(S) FROM US

- 3.1 You will have an opportunity to check and correct any input errors in your order via the Website up until the point at which you submit your order by clicking the confirm order and pay (or similar) button on the check-out page of our Website. Please carefully check your order at each stage of the order process. Once you have clicked the confirm order and pay (or similar) button, you will need to pay for the Good(s) you have ordered via the Website.
 - 3.2 Your order is an offer to purchase from us. When you place an order with us, you do so in accordance with the terms of our agreement, subject to our acceptance of your order. We will send you an email acknowledging receipt of your order, together with your order number and details of the Good(s) you have ordered. Please note this email is an acknowledgement and is not an acceptance of your order.
 - 3.3 Unless we have notified you that we do not accept your order or you have cancelled it in accordance with our returns policy, we accept your order when the Good(s) are despatched to you.
 - 3.4 Our agreement is formed when we send you an e-mail confirming despatch of the Good(s). The processing of your payment and acknowledgment of receipt of your order does not constitute legal acceptance of your order.
 - 3.5 We may choose not to accept your order for any reason and we will not be liable to you or to anyone else in those circumstances. If we do not accept your order (whether in whole or in part) we will refund any monies paid in connection with that order (or that part of the order that we do not accept).
 - 3.6 If we accept your order, we have a legal duty to supply our Good(s) in conformity with our agreement.
 - 3.7 You must be 18 or over to purchase Good(s) from us via our Website.
- ## **4. PRICING AND DELIVERY CHARGES**
- 4.1 Unless otherwise stated, prices for Good(s) are inclusive of value added tax (**VAT**). VAT will be applied and will be shown on your invoice at the current applicable rate.

- 4.2 Prices for Good(s) exclude delivery charges unless expressly stated otherwise. Delivery charges vary depending on the Good(s) you order, the delivery address and the delivery method you select; please see the Delivery Information for further details. When you place an order via our Website, delivery charges are calculated automatically in your shopping basket depending on your choices and added to your order.
- 4.3 We may update prices at any time. Despite our best efforts, a small number of the many goods we sell may occasionally be mispriced. If this happens then we will not be obliged to supply the Good(s) at the incorrect price or at all. We will (at our discretion) either cancel your order and refund the price you have paid or endeavour to contact you and ask you whether you wish to continue with the order at the correct price. If we are unable to contact you or you do not wish to continue with the order at the correct price, we will cancel your order and refund the price you have paid.
- 4.4 From time to time we may apply promotional prices to Good(s) on this Website. To take advantage of promotional prices, you must quote the relevant promotion code when you order (where applicable). We may update promotions at any time.

5. PAYING FOR YOUR GOOD(S)

- 5.1 The total cost of your order and/or purchases is the price of the Good(s) and applicable delivery charges.
- 5.2 We must receive payment in advance before your order and/or purchase can be processed, unless we have agreed otherwise in advance in writing.
- 5.3 Payment can be made by:
- 5.3.1 Credit Card – we currently accept Visa and MasterCard. Unfortunately, we are unable to accept American Express and pre-paid credit cards; and
 - 5.3.2 all debit cards with a Visa or MasterCard logo.
- 5.4 If you use a credit/debit card to pay for your order, you must use your credit/debit card or a credit/debit card that you are otherwise authorised to use. All credit/debit card holders are subject to validation checks by third parties and authorisation by the card issuer. If the issuer of the card refuses to authorise payment or any other validation checks return adverse results, we will not accept your order and we will not be liable for any delay or non-delivery and we are not obliged to inform you of the reason for the refusal.
- 5.5 We are not responsible for the card issuer or bank charging the cardholder as a result of our processing of the credit/debit card payment in accordance with your order.

6. AVAILABILITY OF GOOD(S)

- 6.1 If we are unable to supply you with Good(s), for example because those particular Good(s) are not in stock or no longer available or because we cannot meet your requested delivery date or because of an error in the price on our Website as referred to in clause 4.3, we will inform you of this by e-mail or telephone and we will not continue to process your order. If you have already paid for the Good(s), we will endeavour to refund you the full amount including any delivery costs charged.

7. DELIVERY AND SHIPMENT OF YOUR ORDER

- 7.1 When you order Good(s) the terms that apply to your delivery will depend upon the Good(s) that you order, the delivery address and the delivery method you select. Unless we specifically agree otherwise, we only deliver to the areas indicated in the Delivery Information.
- 7.2 You can see the Delivery Information on the Website.
- 7.3 Subject to availability and the Delivery Information, where we have agreed to deliver the Good(s), we will use reasonable endeavours to do so on any specified date we agree, or if no date is specified, within 30 days of the date of your order.
- 7.4 You must also do all that you reasonably can to enable the delivery to take place on the given date. If our courier is unable to deliver the Good(s) as a result of your action or inaction (for example, you are not present at your property), our courier will need to arrange an alternative delivery date and we reserve the right to charge you a further fee for this.
- 7.5 For reasons of health and safety and to avoid any property damage, certain Good(s) can only be delivered to the exterior of a ground floor location at the delivery address. You must therefore make your own arrangements at your own risk if the relevant Good(s) need to be transported from the delivery location. We will not nor will our courier provide any unpacking, installation, fitting or waste removal services.
- 7.6 Unless we have agreed otherwise, Good(s) must be signed for on delivery by a person aged 18 or over. Delivery will be completed when we deliver the Good(s) to the address you specified in your order.
- 7.7 If you do not receive your Good(s) on the stated delivery date, you must notify us immediately.
- 7.8 On delivery of the Good(s) to you, the Good(s) shall be at your risk and responsibility and you will be responsible for their safekeeping and we will not be responsible for any damage or fault arising from incorrect storage. You will own the Good(s) on delivery of the Good(s) to you or when we have received payment in full from you, whichever is the later.
- 7.9 Until ownership of the Good(s) passes from us to you, you shall hold the Good(s) on our behalf and shall store the Good(s) at your own cost separately from all other goods in your possession and marked in such a way that they are clearly identified as our property. We may, before ownership of the Good(s) passes to you, require you to deliver up the Good(s) to us and, if you fail to do so, may repossess the Good(s). You grant us an irrevocable licence to enter, with or without vehicles, any of your premises for the purpose of inspecting or repossessing the Good(s).

8. CANCELLATION OF YOUR ORDER

- 8.1 You may cancel your order (or any part of it) for any reason before dispatch or within 14 days after the date of delivery by:
- 8.1.1 e-mailing us at stelradonline@stelrad.com; or
- 8.1.2 telephone on 01709 572 299 (lines are open 8:30am to 5pm Monday to Thursday, 8:30am to 4pm Friday); or

8.1.3 writing to us at Stelrad House, Marriot Road, Mexborough, S64 8BN.

to cancel the order (or part of it) and arrange return (if we request that you do so).

8.2 Where your order comprises multiple delivery shipments, the 14 day cancellation period for the Good(s) in your order runs from the date of the delivery of the last shipment to you.

8.3 You will lose your right to cancel after the expiry of the 14 day period referred to in clauses 8.1 and 8.2 (this does not affect your rights if there is any problem with the Good(s)).

8.4 You may use the cancellation form at the end of these Terms, but you do not have to.

8.5 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

8.6 Your right of cancellation does not apply to:

8.6.1 Good(s) which become mixed inseparably with other items after delivery (which may be the case where the Good(s) are installed); and

8.6.2 radiators which are made to your specifications or are clearly personalised, including where the radiators are painted a colour other than white in accordance with your specification.

8.7 You may need to take delivery of the Good(s) before you can cancel your order if the Good(s) are placed into our delivery process before we receive your notice of cancellation. This does not affect your rights under this clause and clause 10.

9. RETURNS AND REFUNDS

9.1 Following cancellation, we will refund you the price paid for the cancelled order (or part of the order cancelled), less any collection or return costs or charges (if any). Where you cancel the entire order, we will also refund the standard delivery charges paid (if any), or an amount equal to those charges if you elect to use a more expensive delivery method. Where you cancel part of an order, we may recalculate any applicable delivery charge and deduct this from the refund. We will pay the refund within 14 days after the day:

9.1.1 you notified us to cancel your order, where you have not received the Good(s) (and the Good(s) have not been despatched to you); or

9.1.2 we receive the Good(s) you returned to us, where you are in receipt of the Good(s); or

9.1.3 you provide us with a proof of return for the Good(s), where you have returned the Good(s) but we have not yet received them.

9.2 If you paid for your order using a credit/debit card, we will refund you on the credit/debit card used to pay for the order.

9.3 You must arrange for the return of the Good(s) in the original packaging as soon as possible and in any event not later than 14 days after the day on which you cancel your order, unless we agree that you may dispose of the Good(s) (in which case you must comply with any disposal

instructions). Unless the Good(s) is (are) faulty you will be responsible for the cost of returning the Good(s). For certain Good(s) we offer a collection service via our courier. Please contact us for further details. We will charge a fee for this service. We will confirm the fee before collection and invoice you accordingly.

- 9.4 You must keep the Good(s) you wish to return in your possession and take reasonable care of the Good(s) at all times while they are in your possession and retain the original packaging. This means that you must not use the Good(s) (except to the extent reasonably necessary to inspect and examine them).
- 9.5 We reserve the right to make a deduction from the amount of any refund for loss in value of the Good(s) returned where the Good(s) show signs of unreasonable use; for these purposes, unreasonable use includes handling the Good(s) beyond what is necessary to establish the nature, characteristics and functioning of the Good(s), in particular, if it goes beyond the sort of handling that might reasonably be allowed in a shop.
- 9.6 We reserve the right to make a deduction from the amount of any refund to meet the costs of repackaging the Good(s) that you return to us.
- 9.7 Where you are in possession of the Good(s) (or they have been dispatched to you), we may withhold any refund until we have received the Good(s) or you have supplied proof of return for the Good(s).

10. FAULTY GOOD(S)

- 10.1 On receipt of the Good(s) you must check they match your order. If there is any problem, or if they are defective or damaged you must notify us as soon as is reasonably possible.
- 10.2 In addition to the right to cancel an order as described in clause 8, if there is a problem with your order or the Good(s) you purchase is (are) faulty, we may make good any shortage or non-delivery, or offer a repair, exchange or refund as appropriate in accordance with your consumer rights. Please call us on 01709 572 299 (lines are open 8:30am to 5pm Monday to Thursday, 8:30am to 4pm Friday) or e-mail us at stelradonline@stelrad.com.
- 10.3 We will inspect and test all Good(s) which are returned to us. Without prejudice to your rights under clause 8, if following our inspection and testing process we determine that the Good(s) are not faulty, we will not offer you a repair, exchange or refund.

11. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

If you are acting as a Consumer

- 11.1 In your ordering and/or purchasing of Good(s), to the extent not prohibited by law, we accept no liability for any:
- 11.1.1 loss which is not foreseeable (loss is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time you and we entered into our agreement);
- 11.1.2 loss which arises when we are not at fault or in breach of our agreement; and

11.1.3 business loss (which includes loss of profits, loss of business, contracts, goodwill, business opportunity and other similar losses).

11.2 You may have certain legal rights regarding claims in respect of losses caused by our negligence or failure to carry out our obligations. Nothing in our agreement is intended to limit your legal rights as a Consumer. For further information about your legal rights you can contact your local authority Trading Standards Department or Citizens Advice Bureau.

If you are acting as a business customer

11.3 If you are acting in the course of a business, trade or profession in your ordering and/or purchasing of Goods (a **business customer**):

11.3.1 we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for (i) any loss of profit and (ii) any indirect or consequential loss; and

11.3.2 our total liability to you for all other losses, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to £75 (seventy five pounds) under such contract.

11.4 If you are acting as a business customer in your ordering and/or purchasing of Goods, you acknowledge and agree that all our obligations to you are set out in our agreement.

11.5 If you are acting as a business customer in your ordering and/or purchasing of Goods, except as set out in our agreement, all other terms, warranties, representations and conditions implied by statute, common law or otherwise (including fitness for purpose) are excluded to the fullest extent permitted by law.

11.6 Subject to clause 11.7, we will not be responsible to you or, if you are undertaking work for another person, to any other person, for the installation of any Goods by you (or on your behalf). Accordingly, as a business customer, you hereby agree to hold us harmless, and indemnify us, against any liability associated with any claim or allegation that we are responsible for any failings in the installation of Goods that we supply.

Liability provisions that apply whether you act as a Consumer or business customer

11.7 Nothing in our agreement limits or excludes our liability for fraud or fraudulent misrepresentation, death or personal injury caused by our negligence or for any other liability which cannot be limited or excluded by law.

11.8 Our Website may contain information and materials created and submitted by third parties, and, subject to clause 11.7, we exclude liability for all losses arising from any error, omission or inaccuracy in any such information and material.

12. IMAGES AND DESCRIPTIONS ON THE WEBSITE

12.1 The images of the Good(s) on our Website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your device's display of the colours will accurately reflect the colour of the Good(s). Your Good(s) may vary

slightly from those images. Good(s) may show some colour variation. To the extent permitted by law, we accept no liability associated with such variations.

- 12.2 The physical dimensions of the Good(s) stated on our Website are indicative only. Although we have made every effort to state accurate dimensions, we cannot guarantee that your Good(s) will match those dimensions exactly. To the extent permitted by law, we accept no liability associated with such variations.

13. OUR RIGHTS TO CANCEL

- 13.1 We may cancel our agreement by notice in writing to you if you are in breach of our agreement, you become unable to pay your debts when they fall due or proceedings are or are reasonably likely to be commenced by or against you alleging bankruptcy or insolvency or an administrator, receiver or administrative receiver is appointed or is reasonably likely to be appointed over all or part of your undertaking and assets. Upon cancellation, any money due to us in respect of our agreement which has been cancelled shall become immediately due and payable and we shall be under no further obligation to supply Good(s) to you, provided that where you have paid for Good(s) in advance of our cancellation of our agreement, we shall, at our discretion, supply those Good(s) to you or cancel the supply of those Good(s) and refund you the price paid for those Good(s).

14. EVENTS BEYOND OUR CONTROL

- 14.1 We shall have no liability to you for any failure or delay in supply or delivery, nor if performance of any of our obligations is prevented or restricted, nor for any damage or defect to Good(s) supplied or delivered under our agreement, in each case that is caused by any event or circumstance beyond our reasonable control (including, without limitation, the following to the extent these are outside our reasonable control: accidents, extreme weather conditions, fire, explosion, flood, storm, earthquake, natural disaster, failure of telecommunications networks, inability to use transport networks, acts of God, terrorist attack, war, civil commotion, riots, strikes, lockouts and other industrial disputes, acts or restraints of Government, and imposition of restrictions on imports or exports).

15. YOUR PERSONAL INFORMATION

- 15.1 In the course of our dealings with you we will collect and process personal information about you, including to administer and process your order, and to provide the Good(s). Further information on the manner in which we process personal information is set out in our Privacy Policy, a copy of which is available on our Website.
- 15.2 Communication with our contact centre may be monitored and/or recorded for quality control and training purposes.

16. WHICH LAWS APPLY TO THIS CONTRACT AND WHERE YOU MAY BRING LEGAL PROCEEDINGS

- 16.1 Subject to clause 16.2, you and we agree that our agreement is governed by the law of England and Wales and that any dispute between you and us arising out of or in connection with our agreement (including non-contractual disputes or claims) will only be dealt with by the courts of England and Wales.

16.2 Regardless of clause 16.1, you and we agree that if you are a resident in a part of the United Kingdom other than England and Wales, the law of that part of the United Kingdom will apply to our agreement and any dispute between you and us arising out of or in connection with our agreement (including non-contractual disputes or claims) will be dealt with by the courts located there.

17. CONTACTING US AND YOU

17.1 If you have any questions, complaints or concerns with respect to your order or these Terms, please contact us by email at stelraddirect@stelrad.com or by telephone on 01709 572 299.

17.2 Any formal legal notices should be sent to Stelrad Management Limited and our registered office is at 69-75 The Side, Newcastle Upon Tyne, Tyne & Wear, NE1 3JE.

17.3 If we have to contact you or give you notice in writing, we will do so by email or by hand or by pre-paid post to the address you provide to us in your order or we otherwise hold for you.

18. OTHER IMPORTANT TERMS

18.1 If any provision of our agreement (including any provision in which we exclude or limit our liability to you) is found to be invalid or unenforceable in whole or in part, the validity of the other provisions of our agreement and the remainder of the provision in question shall not be affected.

18.2 No person other than you and us shall have any rights to enforce our agreement, whether under the Contracts (Rights of Third Parties Act) 1999 or otherwise.

18.3 If we fail to insist that you perform any of your obligations under our agreement, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

18.4 You may not assign or transfer your rights or obligations under our agreement, unless we agree in writing.

18.5 We may update, vary and amend these Terms from time to time without prior notice. Each time you order or otherwise purchase Good(s) from us, the Terms in force at that time will apply (as set out on our Website). Please check on our Website to ensure that you understand which Terms apply.

These Terms were last updated in June 2018.

Cancellation Form

To: Stelrad Management Limited

Address: Stelrad House, Marriot Road, Mexborough, S64 8BN



Stelrad Limited
Stelrad House, Marriott Road
Mexborough, South Yorkshire
S64 8BN

Telephone: +44 (0) 1709 578950
Facsimile: +44 (0) 1709 572200

Stelrad.com

Email address: stelraddirect@stelrad.com

I/we hereby give notice that I/we cancel my/our contract of sale of the following goods:

Ordered on/received on:.....

Name(s):.....

Address:.....

Signature of purchaser(s) (only if this form is notified on paper):

.....

Date:.....