



CONSUMER TERMS

1. DEFINITIONS

1.1 In these Conditions, the definitions as set out in the table below will apply. This means that wherever you see a word or phrase (as set out below) repeated in these Conditions, that word or phrase will have exactly the same meaning as set out below.

Calendar Days means any day of the year, including Saturdays, Sundays or public holidays;

Conditions means the terms and conditions set out in this document as amended from time to time in accordance with clause 15.8;

Contract means the contract between you and us for the sale and purchase of the Goods in accordance with these Conditions;

Delivery Location means the location to which we will deliver the Goods as set out in the Order Acknowledgement (or as otherwise agreed in writing between us and you);

Goods means the goods (or any part of them) set out in the Order;

Order means the order placed by you as confirmed by us in the Order Acknowledgement;

Order Acknowledgement means our written acceptance of your Order;

us, our means READ BROTHERS LIMITED (registered in England and Wales with company number 02295004);

VAT means value added tax or any equivalent or replacement tax from time to time;

you, your means you, the customer, as set out in the Order Acknowledgement.

2. PLACING ORDERS

2.1 To purchase Goods from us, please contact us in person or via email or telephone (using the details on our website).

2.2 We will as soon as we can following your initial enquiry, provide you with a quotation setting out the products you would like to order and the price payable for them. We will, if we can, also provide you with an estimated delivery window at that point.

2.3 If you are happy with the contents of the quotation and would like to place an order for the Goods as set out in the quotation, let us know either in person, by telephone or email. Please note that quotations are only valid for 30 Calendar Days from the date of the quotation.

2.4 We will accept your Order when we email you an Order Acknowledgement, at which point the Contract will come into existence (the Contract being legally binding between us and you).

2.5 Please note that sometimes we may be unable to accept your Order and this could be for a number of different reasons. If, for whatever reason, we are unable to accept your Order, we will let you know as soon as we can.

3. PRODUCTS

3.1 The Goods are a natural product and so their appearance may vary from samples or images provided.

3.2 You are responsible for ensuring that the contents of your Order is correct. This means that if we are making or supplying the Goods to measurements provided by you (which includes any architect's drawings or other drawings and/or plans), you are responsible for making sure those measurements are correct. You will be required to pay for all Goods in your Order, irrespective of whether they are the correct size where the reason for why they are the incorrect size is because we have made them to measurements provided by you (or any architect or designer acting on your behalf).

3.3 Note that, where applicable, you are responsible for completing a fire report in respect of the project to which the Goods relate and you are to provide us with a copy of the report as soon as reasonably possible.

4. PRICE AND PAYMENT

4.1 The price payable by you to us for the Goods ordered will be as set out in the quotation and then confirmed in the Order Acknowledgement.

4.2 We will invoice, and you will pay to us, the price in accordance with the payment schedule as set out in the Order Confirmation (or as otherwise agreed in writing between us and you).

4.3 You shall own the Goods once:

4.3.1 they come into existence (i.e., if we are manufacturing the Goods, from the point at which manufacture is complete); and

4.3.2 we have received payment from you in full for them.

4.4 The Goods shall be at your risk from the point at which they are delivered.

4.5 If you fail to pay us on time, we have the right to charge you interest on the overdue amount. The rate of interest will be 5% a year above the Bank of England base rate from time to time. This interest accrues 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 the interest together with any overdue amount.

4.6 If the rate of VAT changes between the date of the Order Acknowledgement and the date we supply the Goods we adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.

4.7 It is a general requirement that you comply with our reasonable instructions and requests in connection with the Goods. Please note that we may charge you additional sums if you do not give us information that we have asked for about your project, how we can access the site for delivery or if you have not done preparatory work for installation, as agreed with us. For example, we might need to re-deliver on another vehicle, with extra manpower, or otherwise store the Goods.

5. DELIVERY AND DELAYS OUTSIDE OUR CONTROL

5.1 Unless otherwise agreed with you in writing, we will deliver the Goods to the Delivery Location during the delivery window as set out in the Order Acknowledgement. If we become aware that we will not be able to meet that delivery window, we will contact you and let you know.

5.2 If our supply of the Goods is delayed by an event outside our control, we will contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we will not compensate you for the delay, but if the delay is likely to be substantial you can contact us to end the Contract and receive a refund for any Goods you have paid for in advance, but not received, less reasonable costs we have already incurred in connection with the manufacture and supply of such Goods.

6. CHANGES TO PRODUCTS AND THESE TERMS

6.1 We can always change the Goods:

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

6.1.2 to make minor technical adjustments and improvements, (these changes will not affect your use of the Goods).

6.2 We can also make more significant changes to the Goods. However, if we need to do this we will notify you and you can, if you wish, end the Contract before the change takes effect and receive a refund for any Goods you have paid for in advance.

6.3 If you wish to make a change to the Goods in your Order, please contact us and 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 and 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. Any agreed change will only be valid if agreed in writing.

7. WITHDRAWING PRODUCTS

7.1 We can stop providing the Goods. If we do so, we will let you know and you will not be required to pay for such Goods (and we will refund you for any Goods we withdraw which you paid for in advance).

8. HOW WE CAN END THIS CONTRACT WITH YOU.

8.1 We can end the Contract and claim any compensation due to us if:

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

8.1.2 you do not, within a reasonable time of us asking for it, provide us with information, cooperation or access that we need to supply the Goods; or

8.1.3 you do not, within a reasonable time, either allow us to deliver the Goods to you and unless the Goods are made to your specifications or is clearly personalised we will treat your order as cancelled and refund the purchase price.

9. RIGHT TO CHANGE YOUR MIND.

9.1 If the Contract was formed by way of distance communication (i.e., over the telephone or via email), depending on the nature of Goods you purchased you may have a legal right to change your mind.

9.2 If the Goods you bought were standard "off the shelf" products, you have a right to change your mind for 14 days from the date we delivered the Goods to you.

9.3 If, however, the Goods you bought were made to your specifications or are clearly personalised, then you have no right to change your mind.

10. CHANGING YOUR MIND

10.1 If you have the right to change your mind under clause 9.2, you have 14 days from the date of delivery of the Goods to tell us you have changed your mind. If the Goods are split into several deliveries over different days, the 14 day period runs from the day after the last delivery.

10.2 To let us know you want to change your mind, contact us by either telephone or email using the details on our website. It would be appreciated if you would contact the member of our team with whom you have been dealing.

10.3 You must then make the Goods available for collection. We will agree a time with you when we will collect the Goods and this will be within 14 days of the date on which you told us you changed your mind.

11. REFUNDS

11.1 We can reduce the amount of any refund to account for any use, or handling by you, of the Goods. For example, we will reduce your refund if the Goods' condition is not "as new", is damaged or parts/accessories are missing. In some cases, because of the way you have treated the Goods, no refund may be due.

11.2 We will refund you (if any refund is due) within 14 days of collecting the Goods. We will refund you by the method you used for payment and we do not charge a fee for the refund.

11.3 Note that, even if you have no legal right to do so, you can cancel your Order prior to delivery at any time. If you do so you will be responsible for the costs we have incurred in connection with the manufacture of the Goods up to the date of cancellation. We will deduct this amount from any refund of amounts you paid to us in advance. If the amount you have paid us in advance does not meet the costs we have incurred, we will invoice you the difference (such invoice being payable within 30 Calendar Days of receipt). Please note that the closer it is to delivery when you cancel, the more you will have to pay for the work completed by us in connection with the manufacture of the Goods.

12. DEFECTIVE PRODUCTS.

12.1 If you think there is something wrong with the Goods, you must contact us using the contact details in the Order Acknowledgement.

12.2 We honour our legal duty to provide you with Goods that are as described to you and that meet all the requirements imposed by law.

13. OUR LIABILITY TO YOU

13.1 We do not compensate you for all losses caused by us or the Goods.

13.2 We are responsible for losses you suffer caused by us breaking the Contract, unless the loss is:

13.2.1 **unexpected**, i.e., it was not obvious that it would happen and nothing you said to us before we accepted your Order meant we should have expected it (so, in the law, the loss was unforeseeable);

13.2.2 **caused by a delaying event outside our control**, as long as we have taken the steps set out in the clause 5.2;

13.2.3 **avoidable**. i.e., something you could have avoided by taking reasonable action (e.g., by following our instructions in connection with the use of the Goods); or

13.2.4 **a business loss**, i.e., a loss you suffer in connection with your trade, business, craft or profession.

14. **PERSONAL DATA**

- 14.1 How we use any personal data you give us is set out in our Privacy Notice which can be viewed at <https://www.readbrothers.co.uk/privacy-policy>.

15. **GENERAL**

- 15.1 You will be required to comply with any additional obligations as set out in the quotation (and subsequently confirmed in the Order Acknowledgement). If there is any conflict between these terms and the Order Acknowledgement, the Order Acknowledgement shall take precedence.
- 15.2 All amounts due under the Contract (from you to us or from us to you) shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 15.3 We can transfer the Contract with you, so that a different organisation is responsible for supplying the Goods. We will tell you in writing if this happens and, we will ensure that the transfer will not affect your rights under the Contract.
- 15.4 You can only transfer the Contract with us to someone else if we agree to this.
- 15.5 The Contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.
- 15.6 If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.
- 15.7 Even if we delay in enforcing the Contract, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you are not allowed to, but that does not mean we cannot do it later.
- 15.8 No changes to the Contract shall be valid, unless agreed in writing between us and you.

16. **DISPUTES**

- 16.1 If you have a complaint about a product we have supplied you, please contact us.
- 16.2 These terms are governed by English law. Wherever you live, you can bring claims against us in the English courts and if you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. If you are a consumer we can claim against you in the courts of the country you live in.