

Sunamp



Dated 4th July

2019

**TERMS AND CONDITIONS
FOR THE SUPPLY OF
GOODS AND SERVICES**

Please read the following important terms and conditions before you buy anything from us and check that they contain everything which you want and nothing that you are not willing to agree to.

Summary of some of your key rights:

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that up to 14 days after receiving your goods, in most cases, you can change your mind and get a full refund. You can also cancel services, in most cases, within 14 days however if you agree the service will start within this time, you may be charged.

The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product you're entitled to the following:

- *up to 30 days: if your goods are faulty, you can get a refund;*
- *up to six months: if they can't be repaired or replaced, you're entitled to a full refund, in most cases; and*
- *up to six years: if the goods do not last a reasonable length of time, you may be entitled to some money back.*

In relation to services, you can ask us to repeat or fix the service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it. Your rights include:

- *where a price hasn't been agreed upfront, what you're asked to pay must be reasonable; and*
- *where a time hasn't been agreed upfront, it must be carried out within a reasonable time*

This is a summary of some of your key rights. For detailed information from Citizens Advice please visit www.citizensadvice.org.uk or call 03454 04 05 06.

The information in this summary box summarises some of your key rights. It is not intended to replace the contract below which you should read carefully.

This contract sets out:

- your legal rights and responsibilities;
- our legal rights and responsibilities; and
- certain key information required by law.

In this contract:

- 'We', us or our means Sunamp Limited; and
- You or your means the person buying goods and / or services from us.

If you don't understand any of this contract and want to talk to us about it, please speak with our representative or contact us by:

- e-mail - sales@sunamp.com (These emails will be responded to Monday to Friday: 9am to 5pm); or
- telephone - 01875 610001 (Calls will be answered, eg Monday to Friday: 9am to 5pm).

Who are we?

We are registered in Scotland under company number: SC293690.

Our registered office is at: 1 Satellite Park, Macmerry, Tranent, East Lothian, EH33 1RY

Our VAT number is: 259339077.

1 Introduction

- 1.1 If you buy goods or services from us you agree to be legally bound by this contract.
- 1.2 You may only buy goods from us for non-business reasons. If you want to buy any goods from us for business reasons, please contact us.
- 1.3 When buying any goods you also agree to be legally bound by:
 - (a) extra terms which may add to, or replace some of, this contract. This may happen for legal or regulatory reasons. We will contact you to let you know if we intend to do this by giving you one month's notice. You can end this contract at any time by giving one month's notice if we tell you extra terms apply; and
 - (b) specific terms which apply to certain goods and services. If you want to see these specific terms, please speak with our representative who will tell you when specific terms apply

All these documents form part of this contract as though set out in full here.

2 Information we give you

- 2.1 By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made (see the summary box below). We will give you this information in a clear and understandable way. Typically, our representative will give you this information before you buy the goods from us. Some of this information is also set out in this contract, such as information on our complaint handling policy (see clause 14).

Information we will give you

We will give you information on:

- *the main characteristics of the goods and / or services you want to buy;*
- *who we are, where we are based and how you can contact us;*
- *the total price of the goods and / or services including any taxes (or where this cannot reasonably be worked out in advance, the manner in which we will work out the price);*
- *the arrangements for payment, delivery, performance, and the time by which we will deliver the goods and / or carry out the services;*
- *how to exercise your right to cancel the contract and the costs of doing so;*
- *our complaint handling policy;*
- *the fact that we are under a legal duty to supply goods that are in conformity with the contract;*
- *our after-sales services;*

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| <ul style="list-style-type: none">• <i>our commercial guarantees; and</i>• <i>how long the contract is for and how to end it.</i> |
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2.2 The key information we give you by law forms part of this contract (as though it is set out in full here).

2.3 If we have to change any key information once a legally binding contract between you and us is made, we can only do this if you agree to it.

3 Your privacy and personal information

3.1 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities in the event you have a query or complaint about the use of your personal information.

3.2 Our Privacy Policy is available www.sunamp.com

4 Ordering goods and services from us

4.1 Below, we set out how a legally binding contract between you and us is made:

- (a) Any quotation given by us before you make an order for goods is not a binding offer by us to supply such goods.
- (b) When you decide to place an order for goods and / or services with us, this is when you offer to buy such goods and services from us.
- (c) When you place your order with our representative, he or she will acknowledge it in person, or by email. This acknowledgement does not, however, mean that your order has been accepted.
- (d) We may contact you to say that we do not accept your order. If we do this, we will try to tell you promptly why we do not accept your order. This is typically for the following reasons:
 - (i) the goods are unavailable;
 - (ii) we cannot carry out the services (this may be because of , for example, a staff shortage);
 - (iii) we cannot authorise your payment;
 - (iv) you are not allowed to buy the goods and / or services from us;
 - (v) we are not allowed to sell the goods and / or services to you;
 - (vi) you have ordered too many goods;
 - (vii) there has been a mistake on the pricing or description of the goods and / or services.

- (e) We will only accept your order when we will email you to confirm this (**Confirmation E-mail**). At this point:
 - (i) a legally binding contract will be in place between you and us, and
 - (ii) we will deliver the goods to you and / or start to carry out the services in the way you and we have agreed.

5 Delivery of goods

5.1 We will only be obliged to deliver goods to you if we agree to do so. If we need to deliver goods to you or you ask that we do so, we will use Palletways to deliver our goods. If you want to see information on your delivery options and costs, speak with us before you place your order.

5.2 Our representative will let you know the estimated date and time window for delivery of the goods. If our representative does not have this information, it will be set out in the Confirmation E-mail (see clause 4.1 (e)).

5.3 If something happens which:

- (a) is outside of our control; or
- (b) affects the estimated date of delivery

we will let you have a revised estimated date for delivery of the goods.

5.4 Delivery of the goods will take place when we deliver them to the address that you gave to us. When the goods are delivered to you, we will provide you with a delivery note which will tell you:

- (a) the date of the order;
- (b) the details of both you and us;
- (c) the type and quantity of goods in the delivery; and
- (d) any special instructions for the handling and storage of the goods.

5.5 Unless you and we agree otherwise, if we cannot deliver your goods within 30 days, we will:

- (a) let you know;
- (b) cancel your order; and
- (c) give you a refund.

5.6 If nobody is going to be available to take delivery, please contact us using the contact details at the top of this page.

5.7 You are responsible for the goods when delivery has taken place. In other words, the risk in the goods passes to you when you take possession of the goods.

6 Carrying out the services (if applicable)

6.1 We do not install the goods. Installation of the goods is at your own risk. We may suggest an installer to you but this suggestion is not a recommendation or a guarantee.

7 Right to cancel this contract

- 7.1 You have the right to cancel this contract within 14 days without giving any reason.
- 7.2 The cancellation period will expire after 14 days from conclusion of the contract in relation to services and after 14 days from the placement of the order in relation to goods.
- 7.3 To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (eg a letter sent by post, or by email). You can use the model cancellation form set out in the box below, but it is not obligatory.

Cancellation form

To [insert the trader's name, geographical address and, where available, fax number and e-mail address]:

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/the supply of the following service [*],

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

- 7.4 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.
- 7.5 **We** will wait until the 14-day cancellation period in this clause 7 is over before we start to carry out any services, unless:
- (a) you want us to carry out the services during the 14-day cancellation period;
 - (b) we have agreed to do so; and
 - (c) you have signed a written confirmation (a copy of which is set out in the box below) and given it to our representative (if you do this, the written confirmation which you sign will form part of this contract as though set out in full here).

Written confirmation to start carrying out the services within the 14-day cancellation period]

Confirmation to start work early:

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that in most cases, you can cancel the contract within 14 days. This may happen because you change your mind.

By signing this written confirmation and giving it to our representative, you agree that, on your request, we can start to carry out the services during the 14-day cancellation period.

You still have a right to change your mind and cancel the contract during the 14-day cancellation period, however, we will charge you for the cost of the services carried out by us until the time when you tell us that you want to cancel the contract. The amount we charge you will be in proportion to what we have carried out, in comparison with the full coverage of this contract.

You acknowledge, however, that you will lose the right to change your mind and cancel the contract during the 14-day cancellation period once the services have been fully carried out by us. If this happens, we will charge you for the full cost of the services carried out by us.

To Sunamp Limited, 1 Satellite Park, Macmerry, Tranent, East Lothian, EH33 1RY

I/We [] hereby give notice that I/We [*] request you to supply of the following service [*] on the following date [*]*

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s),

Date

[] Delete/ insert details as appropriate*

8 Effects of cancellation

- 8.1 If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us .
- 8.2 We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you which is not in accordance the manual provided to you with the goods.
- 8.3 We will make the reimbursement without undue delay, and not later than:
- (a) 14 days after the day we received back from you any goods supplied, or
 - (b) (if earlier) 14 days after the day you provide evidence that you have returned the goods, or
 - (c) not later than 14 days after the days on which we are informed about your decision to cancel the contract in the case of services; or
 - (d) if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.

- 8.4 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.
- 8.5 If you have received goods:
- (a) you will have to bear the direct cost of returning the goods; and
 - (b) you are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

9 Payment

- 9.1 We will let you know the basis of calculating the charges for the goods and / or services and any related goods where applicable (and any extra charges such as delivery charges) to the fullest extent we can when you place an order with us.
- 9.2 We accept cash, cheques, direct payments and all credit cards and debit cards.
- 9.3 Your credit card or debit card will only be charged just before the goods are handed over to you or dispatched by us.
- 9.4 All payments by credit card or debit card need to be authorised by the relevant card issuer.
- 9.5 If your payment is not received by us and you have already received the goods, you:
- (a) must pay for such goods within 30 days; or
 - (b) must return them to us as soon as possible. If so, you must keep the goods in your possession, take reasonable care of them (including ensuring that you follow any instructions or manuals given with the goods) and not use them before you return them to us.
- 9.6 If you do not return any goods (such as where you have not paid for them) we may collect the goods from you at your expense. We will try to contact you to let you know if we intend to do this.
- 9.7 The price of the goods:
- (a) is in pounds sterling (£)(GBP);
 - (b) includes VAT at the applicable rate; and
 - (c) does not include the cost of delivering the goods
- 9.8 If your payment for service is not received by us, we may charge interest on any balance outstanding at the rate of 8 percentage points a year above the Bank of England's base rate until payment is received.
- 9.9 Nothing in this clause affects your legal rights to cancel the contract during the 'cooling off' period under clauses 7 and 8.

10 Nature of the goods and services

10.1 The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'), for example, in relation to goods, they must:

- (a) be of satisfactory quality;
- (b) be fit for purpose;
- (c) match the description, sample or mode; and
- (d) be installed properly (if we install any goods).

The Consumer Rights Act also states that in relation to services:

- (a) the services must be carried out with reasonable skill and care;
- (b) you must pay a reasonable price for the services, and no more if we haven't fixed a price for the services; and
- (c) we must carry out the services within a reasonable time if you and we haven't fixed a time for the service to be carried out.

10.2 We must provide you with goods that comply with your legal rights.

10.3 While we try to make sure that all weights, sizes and measurements set out in our brochure / quotation are as accurate as possible, there may be small variations in weights, sizes and other measurements.

10.4 Any goods sold:

- (a) at discount prices;
- (b) as remnants; or
- (c) as substandard

will be identified and sold as such. Please check that they are of a satisfactory quality for their intended use.

10.5 If we can't supply certain goods, we may need to substitute them with alternative goods of equal or better standard and value. In this case:

- (a) we will let you know if we intend to do this but this may not always be possible; and
- (b) you can refuse to accept such substitutes, in which case we will offer you a refund or a replacement and let you know how long such an offer remains open for.

11 Faulty goods and services

11.1 Your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'), are set out at the top of this contract. They are a summary of some of your key rights. For more detailed information on your rights and what you should expect from us, please:

- (a) visit our webpage to contact us: www.sunamp.com

- (i) contact us using the contact details at the top of this page, or
 - (b) visit the Citizens Advice website www.citizensadvice.org.uk or call 03454 04 05 06
- 11.2 We manufacture all of our goods in accordance with industry standards and practices and we will provide you with a warranty in relation to the goods we provide to you. Details of the warranty provided are contained in the attached Sunamp Products Limited End-Customer Warranty. Please review this and complete the Sunamp Product Warranty Registration Card to register your warranty.
- 11.3 Where the goods are faulty, you can make a claim under the warranty provided that you have complied with the terms of the warranty and the manual provided to you with the goods, to make a claim under the warranty, please contact us using the contact details at the top of this page. We can:
 - (a) repair the goods or repeat the services;
 - (b) replace the goods or rectify some aspect of the services;
 - (c) offer a price reduction; or
 - (d) offer a refund.
- 11.4 Nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.

12 End of the contract

- 12.1 If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.

13 Limit on our responsibility to you

- 13.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:
 - (a) losses that:
 - (i) were not foreseeable to you and us when the contract was formed;
 - (ii) were not caused by any breach on our part;
 - (b) are business losses; or
 - (c) are losses to non-consumers.

14 Disputes

- 14.1 We will try to resolve any disputes with you quickly and efficiently.
- 14.2 If you are unhappy with:
 - (a) the goods and / or services;

- (b) our service to you generally; or
- (c) any other matter

please contact us as soon as possible.

14.3 If you and we cannot resolve a dispute using our internal complaint handling procedure, we will:

- (a) let you know that we cannot settle the dispute with you; and
- (b) give you certain information required by law about our alternative dispute resolution provider.

14.4 If you want to take court proceedings, the relevant courts of the relevant part of the United Kingdom where you live will have non-exclusive jurisdiction in relation to this contract

14.5 The laws of Scotland will apply to this contract

15 Third party rights

15.1 No one other than a party to this contract has any right to enforce any term of this contract regardless of legislation in force which provides this right to third parties.