

ENVIRONMENTAL CONSTRUCTION PRODUCTS LTD

Trading as:

21°

TERMS AND CONDITIONS OF TRADING

21°

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OUR TERMS

1. THESE TERMS AND DEFINITIONS

- 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.** 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.
- 1.3 **Consumers.** Clauses [consumers] apply to contracts between us and Consumers only. Clauses [business] apply to contracts between us and Business Customers only.
- 1.4 **Definitions.** The following definitions apply:
- (a) Bespoke Goods means an article or articles designed, manufactured, modified and/or otherwise ordered or supplied according to your specifications as described in our invoice or delivery note.
 - (b) Business Customer means any customer who is not a Consumer.
 - (c) Consumer means an individual acting for purposes which are wholly or mainly outside the individual's trade, business, craft or profession.
 - (d) Goods means any Bespoke Goods or Standard Goods.
 - (e) Joinery Products means products from our timber window and door ranges.
 - (f) Materials means all designs, drawings, models, plans, specifications, design details, photographs, brochures, reports, notes of meetings, CAD materials, calculations, data, databases, schedules, programmes, bills of quantities, budgets and any other materials provided in connection with any contract we have with you and all updates, amendments, additions and revisions to them and any works, designs, or inventions incorporated or referred to in them for any purpose relating to any contract we have with you.
 - (g) Order Confirmation means the form detailing the specification for the supply of Joinery Products.
 - (h) Products means any Bespoke Good, Service or Standard Good.

- (i) Services means the services provided by us including but not limited to any installation, specification, construction, design, consultancy, training, advice or other services described in our invoice or delivery note.
- (j) Standard Goods means an article or articles which is not a Bespoke Good as described in our invoice or delivery note.
- (k) Valid Quotation means our quote for the supply of Products which shall remain open for acceptance for 60 days unless stated otherwise in writing by us.
- (l) Where a “day” is referred to in any of our documentation this means a period of seven hours.
- (m) "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 **Who we are.** We are ENVIRONMENTAL CONSTRUCTION PRODUCTS LTD (trading as 21°) a company registered in England and Wales. Our company registration number is 3359943 and our registered office is at Heath House Mill, Heath House Lane, Golcar, Huddersfield, HD7 4JW. Our registered VAT number is 640 7097 42.
- 2.2 **How to contact us.** You can contact us by telephoning our team on + 44 1484 461705, emailing us at info@weare21degrees.co.uk or by writing to us at our registered office address.
- 2.3 **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.

3. OUR CONTRACT WITH YOU

- 3.1 **How we will accept your order.** You will be deemed to have placed an order with us when we ask for and we receive full payment for the Products against our invoice or payment against our invoice issued as a deposit for the Products or written acceptance of a Valid Quotation or a purchase order accepted by us, at which point a contract will come into existence between you and us.
- 3.2 **The description of any Products.** The relevant description and specification of any Product for the purposes of the contract between us shall be contained in our invoice, delivery note, Valid Quotation or Order Confirmation. Any other statement or representation cannot be relied upon by you.

- 3.3 **Valid Quotation.** Quotations for the supply of Products remain valid for 60 days unless otherwise stated in writing by us. We reserve the right to alter or withdraw any quotation before you have provided written acceptance. For example we may alter or withdraw any quotation should there be movement in any relevant currency exchange rate against that on the date of the quotation of greater than [5%] (reference to the closing Bank of England rates).
- 3.4 **Nominated person if we are installing or commissioning Goods.** If we are installing or commissioning Goods you must nominate a person who will be our point of contact at all necessary times and shall be responsible for signing off on satisfactory completion. The nominated person may expressly delegate this responsibility to a named person. The nominated person must be available at the start of any installation or commissioning work to meet and discuss the work with our staff.
- 3.5 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this 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, because a credit reference we have obtained for you does not meet our minimum requirements, 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. We have sole discretion over whether to accept an order from you.
- 3.6 **We only sell to the UK.** Our brochures and website are solely for the promotion of our Products in the UK. We do not accept orders from or deliver to addresses outside the UK.

4. OUR PRODUCTS

- 4.1 **Products may vary slightly from our literature.** The Products displayed on our website or in our brochure are for illustrative purposes only. Your Product may vary slightly from those images. Online colour representation is given for guidance only, and cannot be relied on due to the inherent variations in monitors. Printed colour charts are as accurate as possible, but may not exactly match actual shades because of the limitations of the printing process. These variations will not affect your use of the Product.
- 4.2 **Product packaging may vary.** The packaging of the Product may vary from that shown in images on our website or in our brochure.
- 4.3 **Making sure your measurements are accurate.** If we are making the Product to measurements or specifications you have given us you are responsible for ensuring that these measurements or specifications are correct. Examination or consideration by us of any drawings, information, advice or recommendations made by us shall not limit

your responsibility in this regard. We shall only be responsible for making the Products in a workmanlike manner.

5. YOUR RIGHTS TO MAKE CHANGES

5.1 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, please refer to Clause [8] on your right to cancel, as applicable.

5.2 The provisions of Clause [5.1] shall also apply if we are providing a Service and you require additional work to be undertaken that has not been provided for in our Valid Quotation.

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. These changes will not affect your use of the Product.

6.2 **More significant changes to the Products and these terms.** If we wish to make any significant changes to the Products 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 as set out in a Valid Quotation. If we have not provided a Valid Quotation, the costs of delivery will be as told to you over the telephone, as set out in our brochure or on our website or told to you in the course of email exchanges.

7.2 **When we will provide the Products.** During the order process we will let you know when we expect to be able to provide the Products to you. If the Products are ongoing Services, we will also tell you during the order process when and how you can end the contract.

- (a) **If the Products are Standard Goods.** If the Products are Standard Goods we will deliver them to you as soon as reasonably possible and in any event within 30 days after the day on which we accept your order.

- (b) **If the Products are Bespoke Goods.** We will contact you with an estimated delivery date.
- (c) **If the Products are one-off Services.** We will begin the Services 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.
- (d) **If the Products are ongoing Services or a subscription to receive Goods.** We will supply the Services or Goods to you until either the Services are completed or the subscription expires (if applicable) or you end the contract as described in Clause [8] or we end the contract by written notice to you as described in Clause [11].]

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. We will not be liable for delays caused by the event.

7.4 **If you are a Consumer of Standard Goods and there is a delay.** If there is a risk of substantial delay to our supply of Standard Goods you may contact us to end the contract and receive a refund for any Standard Goods you have paid for but not received. In the event you may not impose any penalty or make any claim for loss or damages.

7.5 **If you are a Consumer of Bespoke Goods or Services and there is a delay.** Time of delivery is not of the essence. If our supply of the Bespoke Goods or Services is delayed then we will contact you as soon as possible to let you know and we will take reasonable steps to minimise the effect of the delay. In the event you may not impose any penalty, prevent our access to any site, refuse delivery or make any claim for loss or damages.

7.6 **If you are a Business Customer and there is a delay.** Time of delivery is not of the essence. If our supply of the Products is delayed then we will contact you as soon as possible to let you know and we will take reasonable steps to minimise the effect of the delay. In the event you may not impose any penalty, prevent our access to any site, refuse delivery or make any claim for loss or damages.

7.7 **Collection by you.** If you have asked to collect the Products from our premises, you can collect them from us at any time during our working hours of 8.30 am to 5pm on weekdays (excluding public holidays).

7.8 **If we have not agreed a delivery date and you are not at home when the Product is delivered.** If we have not agreed a delivery date and no one is available at your address to take delivery and the Products cannot be posted through your letterbox, we

will leave you a note, contact you by telephone or send you a read-receipted email informing you of how to rearrange delivery or collect the Products from a local depot.

- 7.9 **If you refuse, delay or postpone delivery on the agreed delivery date or do not re-arrange delivery.** If you refuse, delay or postpone delivery on the agreed delivery date or do not collect the Products from us as arranged or if, after a failed delivery to you, you do not collect them from a delivery depot:
- (a) 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 [11.2] will apply.
 - (b) You shall be responsible for the Products.
- 7.10 **If you do not allow us access or permit or enable us to provide Services.** If you do not allow us access or permit us to perform the Services as arranged 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 or permission we may end the contract and Clause [11.2] will apply.
- 7.11 **If we are prevented from or there is delay in providing Services due to other works or factors not within our control.** We are entitled to charge you for any additional Services provided by us and any costs incurred by us.
- 7.12 **Delivery in instalments.** We are entitled to deliver the Products in instalments and each such delivery shall be deemed to be complete performance of the contract in respect of the delivered Product.
- 7.13 **If you are a Consumer, your legal rights if we deliver Standard Goods late.** As a Consumer, you have legal rights if we deliver Standard Goods late.
- (a) If we miss the delivery deadline for any Standard Goods then you may treat the contract as at an end if any of the following apply:
 - (i) we have refused to deliver the Standard Goods;
 - (ii) delivery within the delivery deadline was essential (taking into account all the relevant circumstances including our communications with you); or
 - (iii) you told us before we accepted your order that delivery within the delivery deadline was essential and this was expressly accepted in writing by us as a term of this contract.
 - (b) **Setting a new deadline for delivery.** If you do not wish to treat the contract as at an end in accordance with this Clause [7.13], or do not have the right to do so, you can give us a new deadline for delivery, which must be reasonable taking into account all of the relevant circumstances including our

communications with you, and you can treat the contract as at an end if we do not meet the new deadline.

- (c) **Ending the contract for late delivery.** If you do choose to treat the contract as at an end for late delivery under this Clause [7.13], you can cancel your order for any of the Standard Goods or reject Standard Goods that have been delivered. If you wish, you can reject or cancel the order for some of those Standard Goods (not all of them), unless splitting them up would significantly reduce their value. After that we will refund any sums you have paid to us for the cancelled Standard Goods and their delivery. If the Standard Goods have been delivered to you, 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 +44 1484 461705 or email us at info@weare21degrees.co.uk for a return label or to arrange collection

- 7.14 **When you become responsible for the Goods.** A Product which is Goods will be your responsibility:
 - (a) from the time the Goods arrive at the address you gave us or you or a carrier organised by you collect it from us. Unless the Goods are to be installed by us and when delivery is undertaken by us you shall be responsible for unloading the Goods.
 - (b) in accordance with Clause [7.9] – refusal of delivery.
- 7.15 **Delivery point when undertaken by us.** The delivery point shall be the nearest point to the site suitable in the opinion of the carrier.
- 7.16 **When you own Goods.** You own a Product which is Goods once we have received payment in full for those Goods and any other sums (whether due or not) payable to us. Should payment in full not be received and you pass title in the Goods to a third party, any proceeds from that sale or transfer shall be held on trust for us.
- 7.17 **Right of entry if Goods delivered but payment not received.** If a Product which is Goods has been delivered but payment for the Goods has not been received by us we are entitled to enter any premises to retrieve the Goods. All costs incurred by us in this regard shall be charged to you.
- 7.18 **Reasons we may suspend the supply of Products to you.** We may have to suspend the supply of a Product:
 - (a) to deal with technical problems or make minor technical changes;
 - (b) to update the Product to reflect changes in relevant laws and regulatory requirements;

- (c) to make changes to the Product as requested by you or notified by us to you (see Clauses 5 and 6);
- (d) at our reasonable discretion.

7.19 **Your rights if we suspend the supply of Products.** We will contact you as soon as reasonably practicable to tell you we will be suspending supply of the Product. If we have to suspend the Product for reasons which are within our reasonable control we will adjust the overall price of your order so that you do not pay for Products while they are suspended. You may contact us to end the contract for a Standard Goods if we suspend it, or tell you we are going to suspend it, in each case for a period of more than three months and we will refund any sums you have paid in advance for the Standard Goods in respect of the period after you end the contract.

7.20 **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 [13.7]), 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. As well as suspending the Products we can also charge you interest on your overdue payments (see Clause [13.8]).

8. YOUR RIGHTS TO END THE CONTRACT

8.1 **Your rights to 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 [12];
- (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];
- (c) **If you have just changed your mind about the Product,** see Clause [8.3]. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any Goods;
- (d) **In all other cases (if we are not at fault and there is no right to change your mind).**

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 if you are a Consumer 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) if you are a Consumer and 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 three months; or
- (e) you have a legal right to end the contract because of something we have done wrong.

8.3 **As a Consumer, exercising your right to change your mind (Consumer Contracts Regulations 2013).** If you are a Consumer, for most Standard Goods bought over the telephone or by mail order or by exchange of emails you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

8.4 **If I am a Consumer, when I don't have the right to change my mind.** You do not have a right to change your mind in respect of:

- (a) Bespoke Goods;
- (b) Services, once these have been completed, even if the cancellation period is still running;
- (c) Products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;
- (d) sealed audio or sealed video recordings or sealed computer software, once these Products are unsealed after you receive them; and
- (e) any Products which become mixed inseparably with other items after their delivery.

8.5 **If I am a Consumer, how long do I have to change my mind?** How long you have depends on who you are, what you have ordered and how it is delivered.

- (a) **If you have bought Standard Goods.** You have 14 days after the day you (or someone you nominate) received the Standard Goods, **unless:**
 - (i) **Your Goods are split into several deliveries over different days.** In this case you have until 14 days after the day you (or someone you nominate) receive the last delivery to change your mind about the Goods.

- (ii) **Your Goods are for regular delivery over a set period.** In this case you have until 14 days after the day you (or someone you nominate) receives the first delivery of the Goods.
 - (b) **If you have bought Services.** If so, you have 14 days after the day the contract is formed. However, once we have scheduled, started or completed the Services you cannot change your mind, even if the period is still running. If you cancel after we have started or scheduled the Services, you must pay us for the Services provided up until the time you tell us that you have changed your mind.
 - (c) **If you have bought Bespoke Goods you do not have the right to change your mind.** We have sole discretion.
 - (d) **If you have bought Products that have become mixed inseparably with other items you do not have the right to change your mind.**
- 8.6 **If you are a Business Customer you do not have the right to change your mind.**
We have sole discretion.
- 9. HOW TO END THE CONTRACT WITH US IF YOU ARE A CONSUMER (INCLUDING IF YOU HAVE CHANGED YOUR MIND)**
- 9.1 **Tell us you want to end the contract.** To end the contract with us (if you have the right to do so), please let us know in writing by
- (a) **By Email.** Email us at info@weare21degrees.co.uk. Please provide details of what you bought, when you ordered or received it and your name and address.
 - (b) **By post.** Complete the form [attached to this contract] and post it to us at the address on the form. Or simply write to us at our registered office address 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 despatched to you or you have received them, you must return them to us. Please call customer services on 01484 461705 to arrange the return. 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; or
 - (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 or because you have a legal right to do so as a result of something we have done wrong.

In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.

9.4 **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.

9.5 **Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind:

- (a) We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the Products, if this has been caused by your unreasonable handling of them. If we refund you the price paid before we are able to inspect the Products and later discover you have handled them in an unreasonable way, you must pay us an appropriate amount.
- (b) The maximum refund for any relevant delivery costs will be the costs of delivery by the least expensive delivery method we offer.
- (c) Where the Product is a Service, we may deduct from any refund an amount for the supply of the Service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

9.6 **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:

- (a) If the Products are Goods and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the Product back from you or, if earlier, the day on which you provide us with evidence that you have sent the Product back to us.
- (b) In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

9.7 **When you do not have the right to change your mind.** Any return or refund will be solely at our discretion. We may offer a refund against returned Standard Goods, subject to the following conditions:

- (a) You must obtain prior written agreement for return or refund before returning the Standard Goods;
- (b) The Standard Goods must be returned in saleable condition;
- (c) If we arrange carriage, we shall charge you the full cost of the carriage return; and
- (d) A restocking charge.

10. HOW TO END OR CHANGE OUR CONTRACT IF YOU ARE A BUSINESS CUSTOMER

10.1 You may only end or vary our contract with our express agreement in writing. Should we agree we are entitled to charge you for any costs or expenses incurred by us and all loss of profits losses or damages suffered by us by reason of the ending or variation.

11. OUR RIGHTS TO END THE CONTRACT

11.1 **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;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Products, for example, sizes and specifications of windows
- (c) you do not, within a reasonable time, allow us to deliver the Products to you or collect them from us;
- (d) you do not, within a reasonable time, allow us access to your premises to supply the services

11.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in Clause [11.1] 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.

11.3 **We may withdraw the Product.** We may write to you to let you know that we are going to stop providing the Product. We will let you know with reasonable notice of our stopping the supply of the Product and will refund any sums you have paid in advance for Products which will not be provided.

12. IF THERE IS A PROBLEM WITH THE PRODUCT

12.1 **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 01484 461705 or write to us at info@weare21degrees.co.uk or Heath House Mill, Golcar, Huddersfield, HD7 4JW.

12.2 **Your obligation to return rejected Products.** If you wish to exercise your legal rights to reject Products you must return them. Please call customer services on 01484 461705 or write to us at info@weare21degrees.co.uk or Heath House Mill, Golcar, Huddersfield, HD7 4JW.

13. PRICE AND PAYMENT

- 13.1 **Where to find the price for the Product.** The price of the Product (which includes VAT) will be the price as contained in our invoice, the Valid Quotation or Order Confirmation. We take all reasonable care to ensure that the price of the Product advised to you is correct. However please see Clause [13.4] for what happens if we discover an error in the price of the Product you order.
- 13.2 **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.
- 13.3 **We will pass on any statutory charge.** If there is any statutory charge import tariff or other similar tax applicable to the Products we will pass this on to you.
- 13.4 **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 Products provided to you.
- 13.5 **Discounts.** No discounts shall apply unless agreed in writing by us. A maximum of one discount may be applied to any order unless stated otherwise in writing by us.
- 13.6 **Timing of Services.** The minimum charging period for the provision of Services is one half hour
- 13.7 **When you must pay and how you must pay.** Subject to Clause [13.10 solvency] when you must pay depends on what Product you are buying:
- (a) Unless stated otherwise in writing by us, for Standard Goods, you must pay for the Products before we dispatch them.
 - (b) Unless stated otherwise in writing by us, for Bespoke Goods, you must pay for the Products prior to delivery
 - (c) Unless stated otherwise in writing by us, for **Services**, we will invoice you weekly in arrears for the services until the services are completed. You must pay each invoice within 7 calendar days after the date of the invoice.

- (d) Where credit terms have been expressly agreed in writing, you must pay for the Products no more than 30 (thirty) days following the invoice date or delivery date (whichever is the earlier) unless expressly agreed in writing otherwise.

13.8 **Payment delay or default.** You may not withhold or delay any payment due to us on any grounds unless expressly stated otherwise in writing by us. If you do not make payment in accordance with Clause [13.7]:

- (a) any sums owed by you to us (including the cost of recovering such sums) shall become due and payable immediately and any discounts shall be disallowed by us
- (b) we shall be entitled to withhold any pending orders or partial orders whether part of the same order or not.
- (c) we shall be entitled to charge interest to you on the overdue amount at the rate of 8% per year above the base lending rate of the Bank of England 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.
- (d) and if you are a Business Customer we may exercise our statutory rights under the Late Payment of Commercial Debts (Interest) Act 1998.

13.9 **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.

13.10 **Your solvency.** If your solvency is involved in any act or proceeding payment will become due immediately.

14. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

14.1 **If you are a Consumer, we are responsible to you for foreseeable loss and damage caused by us.** If you are a Consumer and 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.

14.2 **If you are a Business Customer, our liability to you.** If you are a Business Customer we will have no liability to you for any unforeseeable, indirect or consequential loss or damage, or loss of profit, loss of business, business interruption, or loss of business opportunity. Subject to this should we be liable to you, that total liability shall not in

any circumstances exceed the net value of our contract with you. We shall not be liable to you for failure to comply with these terms due to shortage of labour and/or materials, acts of god, trade disputes, strikes, lockouts, fire, civil commotion, war or any other cause outside of our control.

- 14.3 **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.
- 14.4 **By when you must commence any action against us.** No action of any sort in connection with any contract with us shall be commenced after expiry of 10 years or such earlier date as may be prescribed by law or contract.
- 14.5 **By when you must notify us of any action against us.** Should any action against us arise, including in respect of any carrier service arranged by us and including any incomplete delivery, which is discoverable upon reasonable examination, you must notify us within 24 hours and in writing within seven days from receipt of goods. Reasonable examination shall include inspection prior to signing receipt from any carrier service.
- 14.6 **Use of any Product for other purposes.** We shall not be liable for use of the Products for any purpose other than that for which it was prepared and/or provided.
- 14.7 **Our warranties.** The terms of our warranties (as applicable) are:
- (a) All conditions of our and/or our manufacturer's warranty and maintenance instructions must be complied with.
 - (b) All sums owed by you to us must have been paid in full and/or in accordance with any credit terms.
 - (c) You must not be insolvent, in administration or have been declared bankrupt.
 - (d) Any Products that have been installed outside of the mainland of Great Britain are returned for our inspection at your own risk and expense. Any costs of returning the Products to you thereafter shall also be borne by you.
 - (e) We shall not be liable for any defect or damage to the Products which in our opinion is the result of mishandling, misuse, accidental damage or abuse.
 - (f) We shall not be liable where ambient moisture levels have caused damage to the Products.
 - (g) Products and surface coatings must be protected from other building operations
 - (h) Products must be handled and installed in accordance with our and/or our manufacturer's written instructions.

- (i) Products must be handled and installed in accordance with statutory requirements and good trade practice.
- (j) Prior to installation Products must be kept in a dry place, slightly raised from the ground, adequately protected from the weather and stored according to good trade practice.
- (k) In respect of Joinery Products:
 - (i) Our Joinery Products are manufactured from timber which has some natural dimensional variation due to atmospheric and environmental conditions. Manufacturing also involves working to specified tolerances. Although we make every effort to be as accurate as possible, all sizes, dimensions and measurements have a plus or minus 5mm tolerance (save in respect of [door leaves] which shall have a minus 6mm tolerance from plane).
 - (ii) Joinery Products are only installed where they will not be subject to calculated wind load or exposure greater than for which they are designed and for which their capability has been demonstrated by the Company by appropriate independent testing in accordance with BS 6375:2009.
 - (iii) All Joinery Products must be maintained after installation to our and/or our manufacturer's 'Maintenance Instructions' and moisture must not be allowed to penetrate timber.
 - (iv) All sealed glazing units (where not fitted by us) must be fitted in accordance with our and/or our manufacturer's instructions.
 - (v) Joinery Products in service must not be subjected to any building loads other than their own weight unless we confirm otherwise in writing.
 - (vi) Ambient moisture levels must be maintained such that moisture levels within Joinery Products do not exceed 17%.
 - (vii) Joinery Products must be adequately restrained as necessary to prevent their deflection greater than 10mm from plane singly or in combination from wind loadings.
 - (viii) If it is necessary to remove any part of the coating in order to fit the Joinery Products, our written instructions upon installation in these circumstances must be obtained and complied with.

15. HOW WE MAY USE YOUR PERSONAL INFORMATION

15.1 How we will use your personal information. We will use the personal information you provide to us:

- (a) to supply the Products to you and to offer a reasonable after sales service;
- (b) to process your payment for the Products; and

- (c) if you agreed to this during the order process, to give you information about similar Products that we provide, but you may stop receiving this at any time by contacting us.

15.2 **We may pass your personal information to credit reference agencies.** Where we extend credit to you for the Products we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.

15.3 **We will only give your personal information to other third parties where the law either requires or allows us to do so.**

16. COPYRIGHT

16.1 **Ownership.** We own all intellectual property rights (including copyright) relating to the Material we produce.

16.2 **Licence upon payment.** Upon receiving payment from you in accordance with Clause [13.7], we grant to you an irrevocable, non-exclusive, non-terminable, royalty-free licence to copy and make full use of any Material prepared by or on behalf of us for any purpose relating to any contract we have with you including, without limitation, any of the Permitted Uses. The Material shall not be passed to any third party without our prior written consent.

16.3 **Your indemnity to us.** You shall indemnify us from and against any actions, claims, costs and proceedings which may arise due to the manufacture of Products in accordance with your drawings or specifications which may infringe any patent, copyright, registered design, design right or design copyright or other exclusive right.

17. COMPLAINTS

- 17.1 If you wish to make a complaint about any of our products, or services please either
- (a) telephone our sales team during normal office hours (8.30am to 5pm, Monday to Friday, excluding public holidays) on 01484 461705 (national rates apply; we may ask you to register your complaint in writing); and/or
 - (b) register your complaint in writing by letter, email or facsimile marked for the attention Chris Herring, who is a founder and director of the company. Chris can be contacted at the following address: 21°, Heath House Mill, Heath House Lane, Golcar, Huddersfield, HD7 4JW or by email at: chris.herring@weare21degrees.co.uk.

We will then make our reasonable best efforts to acknowledge your complaint within 5 working days, keep you informed about any progress with your complaint and endeavour to inform you how long it will take to resolve your complaint.

18. OTHER IMPORTANT TERMS

- 18.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 18.2 **You need our consent to transfer your rights to someone else (except that you can always transfer our warranty).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. However, you may transfer our warranty to a person who has acquired the Product or, where the Product is services, any item or property in respect of which we have provided the services.
- 18.3 **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 , except as explained in Clause 18.2 in respect of any warranty.. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 18.4 **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.
- 18.5 **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.
- 18.6 **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.

Schedule Model Cancellation Form

(Complete and return this form only if you wish to withdraw from the contract)

To 21° [*]

TELEPHONE NUMBER 01484 461705
EMAIL ADDRESS info@weare21degrees.co.uk
POSTAL ADDRESS Heath House Mill, Golcar, Huddersfield, HD7 4JW

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract in respect of the following Products [*],

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