

STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS

1. Interpretation

1.1 The definitions in this Clause apply in the terms and conditions set out in this document:

"Cancellation Form" means the notice to cancel a Contract as set out in the Schedule.

"Contract" means these Terms and each Order Form completed by You to purchase the Goods.

"Force Majeure Event" means shall have the meaning given in Clause 11.

"Goods" means the products that We are selling to You as set out in the Order Form.

"Order" means Your order for the Goods as detailed in the Order Form.

"Order Form" means the order form to be completed by You to purchase the Goods as set out overleaf.

"Regulations" means the Cancellation of Contracts made in a Consumer's Home or Place of Work Regulations 2008 (or as updated or amended from time to time).

"Terms" means these terms and conditions and the Schedule set out in this document.

"We, Us, Our" means Your local area distributor as detailed on the Order Form except where the context requires this to be a reference to Us and You together.

"You/Your/Yours" means the person or company who submits an Order for the Goods and "Yourself" will be construed accordingly.

1.2 Headings do not affect the interpretation of these terms.

2. Basis of sale

2.1 These Terms together with the Order Form shall form the Contract between You and Us in relation to the sale of the Goods. Please check that the details on the Order Form are complete and accurate before You commit Yourself to the Contract. If You think there is a mistake or omission in these documents, please contact Us immediately. Any changes to the specification of the Goods or other variation to the Terms or Order Form that You agree with Us will only be binding if recorded in writing. Please ensure that You read and understand these Terms before You sign the Order Form, because You will be bound by them once a Contract comes into existence between Us in accordance with Clause 2.5.

2.2 Any samples, drawings, or advertising We issue, and any illustrations contained in Our catalogues or brochures, are produced solely to provide You with an approximate idea of the Goods they describe.

2.3 If any of these Terms are inconsistent with any term of the Order Form, the Order Form shall prevail.

2.4 The Order Form is an offer by You to enter into a binding contract, which We are free to accept or decline at Our absolute discretion.

2.5 These Terms shall become binding on You and Us when:

(a) We confirm Your Order in writing; or

(b) We deliver the Goods,

whichever is the earlier, at which point a Contract shall come into existence between Us.

2.6 We have the right to revise and amend these Terms from time to time to reflect changes in market conditions affecting Our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in Our system's capabilities. You will be subject to the policies and terms in force at the time that You Order the Goods from Us, unless any change to those policies or these Terms is required by law or government or regulatory authority (in which case, it will apply to Orders You have previously placed that We have not yet fulfilled).

3. **Right to cancel**

3.1 We shall assign an order number to the Order and inform You of it. Please quote the order number in all subsequent correspondence with Us relating to the Order. You may amend an Order at any time prior to the delivery date by notifying Us in writing.

3.2 Under the Regulations You have the right to cancel the Contract if the price of Your Order amounts to £35.00 or more. Should You wish to exercise Your right to cancel the Contract You must deliver or send a cancellation notice notifying Us in writing of Your intention to cancel the Contract. If You wish You may use the Cancellation Form provided in the Schedule but You are under no obligation to do so. For the avoidance of doubt, where the price of Your Order is less than £35.00 the Regulations do not apply and You will not be entitled to cancel the Contract under this Clause 3.

3.3 You have seven days in which to serve a cancellation notice. The period of seven days begins on the date We confirm Your Order in writing or deliver the Goods as the case may be in accordance with Clause 2.5 above.

3.4 Any cancellation notice should be delivered or sent to Us at the postal address or at the email address set out in Clause 13 below. Please include the order number, code or other details set out in the relevant Order Form to enable Us to identify the Contract.

3.5 Under the Regulations, a cancellation notice is treated as being served as soon as it is sent or posted to Us. A cancellation notice sent by email is treated as being served from the day it was sent to Us.

3.6 Please be aware that, if You agree in writing that the performance of the Contract should begin before the end of the cancellation period as specified in Clause 3.3 above, then even if You cancel the Contract You may still be required to pay Us all costs We reasonably incur in fulfilling the Order until We receive Your written notice to cancel the Contract.

4. **The Goods**

4.1 We warrant that on delivery the Goods shall:

(a) conform in all material respects with their description subject to any qualification or representation contained in Our brochures, advertisements or any other documents;

(b) be of satisfactory quality;

(c) be fit for any purpose We say the Goods are fit for or for any reasonable purpose for which You Use the Goods;

(d) be free from material defects in design, material and workmanship; and

(e) comply with all applicable statutory and regulatory requirements.

- 4.2 This warranty is in addition to Your legal rights in relation to Goods which are faulty or which otherwise do not conform with these Terms. Advice about Your legal rights is available from Your local Citizens' Advice Bureau or trading standards office.
- 4.3 This warranty does not apply to any defect in the Goods arising from fair wear and tear, wilful damage, accident, negligence by You or any third party, if You Use the Goods in a way that We do not recommend, Your failure to follow Our instructions, or any alteration or repair You carry out without Our prior written approval.
- 4.4 We will take reasonable steps to pack the Goods properly and to ensure that You receive Your Order in good condition.

5. **Defective Goods and returns**

- 5.1 In the unlikely event that the Goods do not conform with these Terms, please let Us know as soon as possible after delivery. We will collect the Goods on a date agreed between Us and once We have checked that the Goods are faulty, We will:
- (a) provide You with a full or partial refund; or
 - (b) replace the Goods; or
 - (c) repair the Goods.
- 5.2 These Terms apply to any repaired or replacement Goods We supply to You in the unlikely event that the original Goods are faulty or do not otherwise conform with these Terms.

6. **Delivery**

- 6.1 We will deliver the Goods to You within fourteen calendar days of the date set out in the Order Form.
- 6.2 Delivery of the Order shall be completed when We deliver the Goods to You.
- 6.3 We will take reasonable steps to meet the delivery date set out on the Order Form or as otherwise agreed between Us in writing. However, occasionally delivery may be affected by factors beyond Our control and so cannot be guaranteed. We will let You know if We become aware of an unexpected delay and will arrange a new delivery date with You. Please allow extra time for deliveries to the Scottish Highlands and Islands.
- 6.4 If You have not taken delivery of the Goods within [two] weeks of Us notifying You that they are ready, We may, after giving You reasonable prior notice in writing, resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, pay You for any excess over the price of the Goods or charge You for any shortfall below their price.
- 6.5 If We are not able to deliver the whole of the Order at one time due to operational reasons or shortage of stock, We will deliver the Order in instalments. We will not charge You extra delivery costs for this. If You ask Us to deliver the Order in instalments, We may charge You extra delivery costs. Each instalment shall constitute a separate Contract. Subject to Your cancellation rights under Clause 3 above, if We are late delivering an instalment or one instalment is faulty, that will not entitle You to cancel any other instalment.

7. **Title and risk**

- 7.1 The Goods will be Your responsibility from the time of delivery.
- 7.2 Ownership of the Goods will only pass to You when We receive payment in full of all sums due for the Goods, including delivery charges.

8. **Price and payment**

- 8.1 The price of the Goods will be as set out in Our price list in force at the date of the Order Form We provided to You. Prices are liable to change at any time, but price changes will not affect Orders that We have confirmed in writing.
- 8.2 These prices exclude delivery costs and Value Added Tax, which will be added to the total amount due.
- 8.3 It is always possible that, despite Our best efforts, some of the Goods We sell may be incorrectly priced. We will normally check prices as part of Our dispatch procedures so that, where the Goods' correct price is less than Our stated price, We will charge the lower amount when dispatching the Goods to You. If the Goods' correct price is higher than the stated price, We will normally, at Our discretion, either contact You for instructions before dispatching the Goods, or reject the Order and tell You. If the pricing error is obvious and unmistakable and could have reasonably been recognised by You as an error, We do not have to provide the Goods to You at the incorrect lower price.
- 8.4 Payment for all Goods must be made in advance OR on delivery of the Goods to You. We accept payment by cash, cheque or You can pay online by visiting the website at www.tbp.co.uk/voucher/ and downloading a payment voucher.
- 8.5 Without limiting any other remedies or rights that may have, if You do not pay Us on time, We may cancel or suspend any other outstanding Order until You have paid the outstanding amounts.
- 8.6 Clause 8.5 shall not apply for the period of the dispute if You dispute the payment owing in good faith and let Us know promptly after You have received the invoice that You dispute it.

9. **Personal data and privacy**

- 9.1 We will only use the personal information We collect from You or You provide to Us in accordance with the Data Protection Act 1988 and in particular:
- (a) to process and fulfil Your Order;
 - (b) to carry out Our obligations arising from any Contract(s) entered into between You and Us; and/or
 - (c) to inform You about similar products or services which We provide, unless You tell Us that You do not want to receive this information

and You hereby agree for Us to process such personal data for the purposes set out in this Clause 9.

- 9.2 You acknowledge and agree that We may pass Your personal information to Our suppliers, agents, subcontractors or any other third parties who may assist Us with processing and delivering Your Order(s). We may also pass Your personal information to other third parties if We are under a duty to disclose or share Your personal data in order to comply with any legal obligation, or in order to enforce or apply Our Terms, or to protect the rights, property, or safety of our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

10. **Limitation of liability**

- 10.1 Subject to Clause 10.2 and Clause 10.3, if either of Us fails to comply with these Terms, neither of Us shall be responsible for any losses that the other suffers as a result, except for those losses which are a foreseeable consequence of the failure to comply with these Terms.

10.2 Subject to Clause 10.3, neither of Us shall be responsible for losses that result from Our failure to comply with these Terms which fall into the following categories:

- (a) loss of income or revenue;
- (b) loss of profit;
- (c) loss of business;
- (d) loss of anticipated savings;
- (e) loss of data; or
- (f) any waste of time.

However, this Clause 10.2 shall not prevent claims for foreseeable loss of, or damage to, Your physical property.

10.3 Nothing in these Terms excludes or limits in any way Our liability for:

- (a) death or personal injury caused by Our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
- (d) defective products under the Consumer Protection Act 1987; or
- (e) any other matter for which it would be illegal or unlawful for Us to exclude or attempt to exclude Our liability.

11. **Events outside Our control**

11.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by events outside Our reasonable control (Force Majeure Event).

11.2 A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond Our reasonable control and includes, in particular (without limitation), the following:

- (a) strikes, lock-outs or other industrial action;
- (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- (d) impossibility of the Use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- (e) impossibility of the Use of public or private telecommunications networks;
- (f) the acts, decrees, legislation, regulations or restrictions of any government;
- (g) pandemic or epidemic;

- (h) restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.
- 11.3 Our obligations under these Terms are suspended for the period that the Force Majeure Event continues, and We will have an extension of time to perform these obligations for the duration of that period. We will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which Our obligations under these Terms can be performed despite the Force Majeure Event.
12. **Assignment**
- 12.1 You may not transfer any of Your rights or obligations under these Terms to another person without Our prior written consent. We can transfer all or any of Our rights and obligations under these Terms to another organisation, but this will not affect Your rights under these Terms.
13. **Notices**
- 13.1 All notices sent by You to Us must be sent to the contact details set out on the relevant Order Form or by email to feedback@tbp.co.uk. We may give notice to You at either the e-mail or postal address You provide to Us in the Order Form. Subject to Your right to cancel the Contract under Clause 3 above, notice will be deemed received and properly served 48 hours after an e-mail is sent or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the post and, in the case of an e-mail that the e-mail was sent to the specified e-mail address of the addressee.
14. **General**
- 14.1 If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.
- 14.2 If We fail, at any time while these Terms are in force, to insist that You perform any of Your obligations under these Terms, or if We do not exercise any of Our rights or remedies under these Terms, that will not mean that We have waived such rights or remedies and will not mean that You do not have to comply with those obligations. If We do waive a default by You, that will not mean that We will automatically waive any subsequent default by You. No waiver by Us of any of these Terms shall be effective unless We expressly say that it is a waiver and We tell You so in writing.
- 14.3 A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.
- 14.4 These Terms shall be governed by English law and We both agree to the non-exclusive jurisdiction of the English courts. We do not accept orders from addresses outside the UK and Channel Islands.

Schedule

Notice of Right to Cancel

Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THE CONTRACT.

Dear Sir/Madam,

**Cancellation of Contracts made in a Consumer's Home or Place of Work etc.
Regulations 2008.**

I/We (delete as appropriate) hereby give notice that I/We (delete as appropriate) wish to cancel my/our (delete as appropriate) contract.

Yours sincerely,

Signed

Name and Address

Date