

Our terms

1 These terms

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply goods and/or services to you.
- 1.2 **Who these terms apply to.** These terms apply to both consumers and to business customers. Some of these terms and conditions only apply to consumers, including but not limited to clause 8.3. A consumer is an individual who, in entering into a contract, is acting for personal purposes that are outside his or her business.
- 1.3 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide our goods and services 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.

2 Information about us and how to contact us

- 2.1 **Who we are.** We are Owen Gibb & Sons Ltd a company registered in Scotland. Our company registration number is SC449914 and our registered office is at 34 Bridge Road, Edinburgh, Scotland, EH13 0LQ.
- 2.2 **How to contact us.** You can contact us by telephoning our customer service team at 0131 441 7999 or by writing to us at admin@owengibbandsons.co.uk or 34 Bridge Road, Edinburgh, Scotland, EH13 0LQ.
- 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.
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3 Our contract with you

- 3.1 **The contract.** A contract will come into existence between you and us when you accept our quote either verbally or in writing. The goods and/or services we shall supply shall be specified in an order form.
- 3.2 **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 goods and/or services. This might be because the goods out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the goods or services or because we are unable to meet a timescale or deadline you have specified.
- 3.3 **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.
- 3.4 **We only sell to the UK.** We do not accept orders from addresses outside the UK.
- 3.5 **Planning and building control.** Please note that under the Town and Country Planning Act (Scotland) 1972, permission may be required before modifying your property. It is your responsibility to obtain any necessary planning and building contract which may be required. We shall not be held liable for any delays or costs where you have not obtained such permission.

4 Our goods and services

- 4.1 **Goods may vary slightly from their pictures.** The images of the goods on our website and in any other promotional materials are for illustrative purposes only. Your goods may vary slightly from those images.
- 4.2 **Goods packaging may vary.** The packaging of the goods may vary from that shown in images on our website and in any other promotional materials.
- 4.3 **Supply of services.** We shall supply the services to you in accordance with the terms of the order in all material respects.
- 4.4 **Timescales.** We shall use reasonable endeavours to meet any performance dates set out in the order or as otherwise agreed with you, but any such dates shall be estimates only and time shall not be of the essence for the performance of the services.
- 4.5 **Amendments.** We reserve the right to amend the order if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the services, and we shall notify you of such event.
- 4.6 **Warranty.** We warrant to you that the services will be provided using reasonable care and skill.

5 Your rights to make changes

If you wish to make a change to the goods or services 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 goods or services, the timing of supply or installation 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, you may want to end the contract (see clause 8, Your rights to end the contract).

6 Our rights to make changes

- 6.1 **Minor changes to the goods and services.** We may change the goods or the services to be provided:
- 6.1.1 to reflect changes in relevant laws and regulatory requirements; and
- 6.1.2 to implement minor technical adjustments and improvements
- 6.2 **More significant changes to the goods or services and these terms.** If we or the manufacturer of the goods have to make changes to the main characteristics of the goods or the services, 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 goods paid for but not received.

7 Providing the goods and services

- 7.1 **Delivery costs.** The costs of delivery (if any) will be as notified to you before you place your order.
- 7.2 **When we will provide the goods and services.** During the order process we will let you know when we will provide the goods and services to you. For ongoing services, we will also tell you during the order process when and how you can end the contract.

- 7.2.1 **Goods.** If you have ordered goods we will contact you to agree a delivery and/or installation date.
- 7.2.2 **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.
- 7.3 **We are not responsible for delays outside our control.** If our supply of the goods or the provision of our services 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. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any goods you have paid for but not received.
- 7.4 **If you do not allow us access to deliver goods provide services.** If you do not allow us access to your property to deliver the goods or perform the services as arranged (and you do not have a good reason for this) 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 to your property we may end the contract and clause 10.2 will apply.
- 7.5 **Your legal rights if we deliver goods late.** You have legal rights if we deliver any goods late. If we miss the delivery deadline for any goods then you may treat the contract as at an end straight away if any of the following apply:
- 7.5.1 we have refused to deliver the goods;
- 7.5.2 delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
- 7.5.3 you told us before we accepted your order that delivery within the delivery deadline was essential.
- 7.6 **Setting a new deadline for delivery.** If you do not wish to treat the contract as at an end straight away, or do not have the right to do so under clause 7.5, you can give us a new deadline for delivery, which must be reasonable, and you can treat the contract as at an end if we do not meet the new deadline.
- 7.7 **When you become responsible for the goods.** Goods will be your responsibility from the time we deliver the goods to the address you gave us or you collect the goods from us.
- 7.8 **Removal of furniture etc.** You will be responsible for ensuring we have safe passage and appropriate access to your property, which might removing any furnishings which require to be removed (and which you are reasonably able to remove) before we can provide our services.
- 7.9 **Retaining objects.** If you would like to keep any items or objects etc. that are removed by us during the provision of our services, please let us know. It will be your responsibility to bring this to our attention before we complete the services.
- 7.10 **When you own goods.** You will own the goods once we have received payment in full.
- 7.11 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the goods or services to you. If so, this will have been notified to you before you placed your order. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 10.2 will apply) or make an additional charge of a

reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the goods or services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

7.12 **Reasons we may suspend the supply of goods or services to you.** We may have to suspend the supply of goods or services to:

- 7.12.1 deal with technical problems or make minor technical changes;
- 7.12.2 amend the goods or alter the nature of the services to reflect changes in relevant laws and regulatory requirements;
- 7.12.3 make changes to the goods or services as requested by you or notified by us to you (see clause 6).

8 Your rights to end the contract

8.1 **You can always 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:

- 8.1.1 **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the goods repaired or replaced or a service re-performed or to get some or all of your money back), **see** clause 11;
- 8.1.2 **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;
- 8.1.3 **If you are a consumer customer and you have just changed your mind about the goods, 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;
- 8.1.4 **In all other cases (if we are not at fault and there is no right to change your mind), see** clause 8.6.

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 8.2.1 to 8.2.5 below the contract will end immediately and we will refund you in full for any goods and services which have not been provided and you may also be entitled to compensation. The reasons are:

- 8.2.1 we have told you about an upcoming change to the goods or services or these terms which you do not agree to (see clause 6.2);
- 8.2.2 we have told you about an error in the price or description of the goods, or a change in the nature of the services you have ordered and you do not wish to proceed;
- 8.2.3 there is a risk that supply of the goods or services may be significantly delayed because of events outside our control;
- 8.2.4 we have suspended supply of the goods or services for technical reasons, or notify you we are going to suspend them for technical reasons; or
- 8.2.5 you have a legal right to end the contract because of something we have done wrong.

- 8.3 **Exercising your right to change your mind where you are a consumer customer (Consumer Contracts Regulations 2013).** For most goods bought off-premises 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 **When you don't have the right to change your mind.** You do not have a right to change your mind in respect of:
- 8.4.1 any goods that are made to order; or
- 8.4.2 our services, once these have been completed.
- 8.5 **How long do I have to change my mind if I am a consumer customer?** How long you have depends on what you have ordered and how it is delivered.
- 8.5.1 **Have you bought services?** If so, you have 14 days after the day we confirm we accept your order. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.
- 8.5.2 **Have you bought goods?**, if so you have 14 days after the day you (or someone you nominate) receives the goods, **unless:**
- 8.5.2.1 **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) receives the last delivery to change your mind about the goods.
- 8.5.2.2 **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.
- This is provided that any installation of the goods has not started and we have not incurred any costs. If the installation has started, your deposit or advance payment for the goods cannot be refunded. Please note you cannot change your mind where you have purchased goods made to order (please see clause 8.4.1).
- 8.6 **Ending the contract where we are not at fault and there is no right to change your mind as a consumer customer.** Even if we are not at fault and you do not have a right to change your mind (see clause 8.1), you may still be able to end the contract before it is completed, but you may have to pay us compensation.
- 9 **How to end the contract with us (including if you have changed your mind as a consumer customer)**
- 9.1 **Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:
- 9.1.1 **Phone or email.** Call customer services on 0131 441 7999 or email us at admin@owengibbandsons.co.uk. Please provide your name, home address, details of the order and, where available, your phone number and email address.
- 9.1.2 **By post.** Complete the cancellation form attached to these terms and conditions and post it to us at the address on the form. Or simply write

to us at Owen Gibb & Sons Ltd, 34 Bridge Road, Edinburgh, Scotland, EH13 0LQ including details of what you bought, when you ordered or received it and your name and address.

9.2 **When we will pay the costs of return.** We will pay the costs of return:

- 9.2.1 if the goods are faulty or misdescribed;
- 9.2.2 if you are ending the contract because we have told you of an upcoming change to the goods or services or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.

In all other circumstances you must pay the costs of return.

9.3 **What we charge for collection.** If you are responsible for the costs of return and we are collecting the goods from you, we will charge you the direct cost to us of collection.

9.4 **How we will refund you.** We will refund you the price you paid for the goods 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 as a consumer customer.** If you are exercising your right to change your mind:

- 9.5.1 We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them improperly. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.
- 9.5.2 The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer.
- 9.5.3 Where we are providing services, we may deduct from any refund an amount for the supply of the services 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.

10 **Our rights to end the contract**

10.1 **We may end the contract if you break it.** We may end the contract at any time by writing to you if:

- 10.1.1 you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;
- 10.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the goods or services;
- 10.1.3 you do not, at the time agreed or within a reasonable time period thereafter, allow us access to your premises to deliver the goods and/or supply the services.

10.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for goods or services 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 If there is a problem with the goods or services

- 11.1 **How to tell us about problems.** If you have any questions or complaints about the goods, please contact us. You can telephone at on 0131 441 7999 or write to us at admin@owengibbandsons.co.uk or Owen Gibb & Sons Ltd, 34 Bridge Road, Edinburgh, Scotland, EH13 0LQ.
- 11.2 **Summary of your legal rights.** We are under a legal duty to supply goods that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the goods if you are a consumer customer. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06. In the case of **goods**, for example a radiator or boiler, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected life of your goods your legal rights entitle you to the following:

- a) Up to 30 days: if your item is faulty, then you can get a refund.
- b) Up to six months: if your faulty item can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- c) Up to six years: if the item can be expected to last up to six years you may be entitled to a repair or replacement, or, if that doesn't work, some of your money back.

In the case of **services**, for example the installation of a boiler or bathroom suite, the Consumer Rights Act 2015 says:

- a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- b) If you haven't agreed a price upfront, what you're asked to pay must be reasonable.
- c) If you haven't agreed a time upfront, it must be carried out within a reasonable time.

See also Clause 8.3.

- 11.3 **Your obligation to return rejected goods.** If you wish to exercise your legal rights to reject goods you must allow us to collect them from you. Please call us on 0131 441 7999 or write to us at , admin@owengibbandsons.co.uk or Owen Gibb & Sons Ltd, 34 Bridge Road, Edinburgh, Scotland, EH13 0LQ, admin@owengibbandsons.co.uk, to arrange collection.

12 Price and payment

- 12.1 **Where to find the price for the goods and services.** The price of the goods and/or services (which is subject to VAT) will be the price set out on your order form. We take all reasonable care to ensure that the price of the goods and/or services advised to you is correct. However please see clause 12.3 for what happens if we discover an error in the price of the goods or services you order.
- 12.2 **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 goods or services, we will adjust the rate of VAT that you pay, unless you have already paid for the goods or services in full before the change in the rate of VAT takes effect.
- 12.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the goods we sell or services we provide may be incorrectly priced. We will normally check prices before accepting your order so that, where the correct

price for the goods or services at your order date is less than our stated price at your order date, we will charge the lower amount. If the correct price for the goods or services 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 goods provided to you.

- 12.4 **When you must pay and how you must pay.** We accept payment by bank transfer, by cheque or payment in cash. If we require an advance payment or deposit to be paid or for payments to be made in instalments in connection with the supply or any particular goods or services, we will notify you.
- 12.5 **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 8% a year above the base lending rate of The Royal Bank of Scotland 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.
- 12.6 **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 **Our responsibility for loss or damage suffered by you where you are a consumer customer.**
- 13.1 **We are responsible to you for foreseeable loss and damage caused by us.** If 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.
- 13.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the goods as summarised at clause 11.2, and for defective goods under the Consumer Protection Act 1987.
- 13.3 **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.
- 13.4 **We are not liable for business losses.** If you use the goods or rely on our services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, loss of goodwill, or loss of business opportunity.
- 14 **Our responsibility for loss or damage suffered by you where you are a business customer**
- 14.1 Nothing in the contract between us limits any liability which cannot legally be limited, including liability for:
- 14.1.1 death or personal injury caused by negligence;

- 14.1.2 fraud or fraudulent misrepresentation; or
- 14.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979.

14.2 Subject to clause 14.1:

- 14.2.1 we shall not be liable to you, whether in contract, negligence, breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
- 14.2.2 our total aggregate liability to you shall not exceed the price of the goods or services (as applicable).

15 How we may use your personal information

How we will use your personal information. We will only use your personal information as set out in our Privacy Notice. You can find our Privacy Notice at our website www.owengibbandsons.co.uk.

16 Other important terms

- 16.1 **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.
- 16.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 16.3 **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. 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.
- 16.4 **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.
- 16.5 **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 goods or services, we can still require you to make the payment at a later date.
- 16.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by Scots law and you can bring legal proceedings in respect of the goods and services in the Scottish courts.

SCHEDULE 1**MODEL CANCELLATION FORM**

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

To Owen Gibb & Sons Ltd, 34 Bridge Road, Edinburgh, Scotland, EH13 0LQ, 0131 441 7999,
admin@owengibbandsons.co.uk,

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

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