

TERMS AND CONDITIONS OF CAREWJONES.CO.UK LTD FOR CONSUMERS

These are the terms and conditions on which we supply Goods (and any Services, if applicable) to you. Please ensure that you read these terms and conditions carefully and check that the details on the Specification and in these terms and conditions are complete and accurate before you submit your deposit. If you think that there is a mistake, please contact us to discuss and please make sure that you ask us to confirm any changes in writing to avoid any confusion between you and us.

These terms and conditions are for use with consumers acting outside the course of a trade or business only. In the event that you are a trade customer please contact us immediately.

Between:

- (1) Carewjones.co.uk Ltd a company registered in England and Wales under Company Number 07848755 whose trading address is Studio 1 Fairbank Studios, Lots Road, Chelsea, London SW10 0NS (the "Company" or "we, us or our"); and
- (2) The "Customer" or "you/your" as specified in the Offer.

YOUR ATTENTION IS DRAWN IN PARTICULAR TO CLAUSE 10 (OUR LIABILITY TO YOU)

1. Interpretation

- 1.1 In these Terms, the following definitions apply:

“Terms”	means these terms and conditions as amended from time to time in accordance with clause 12.7.
“Contract”	means the contract between us for the supply of Goods (and any Services, if applicable) in accordance with the Specification the Offer and these Terms;
“Offer”	has the meaning given to it in clause 2.3;
“Contract Price”	has the meaning given to it in clause 9.1;
“Event Outside Our Control”	has the meaning given to it in clause 12.1.1;
“Goods”	means the goods we are selling to you as specified on the Specification or any other goods supplied by us to you;
“Specification”	means the specification of the Goods (and Services, if applicable) including any relevant plans or drawings and quotation prepared by us, and where more than one Specification has been prepared, shall mean the final Specification sent to you;
“Services”	means, if applicable, any measuring, design or other services we are providing to you as specified on the Specification or any other services performed by us for you.

- 1.2 When interpreting these Terms, the following rules apply:

- 1.2.1 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 1.2.2 a reference to a party includes its personal representatives, successors or permitted assigns;
- 1.2.3 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- 1.2.4 any phrase introduced by the terms include, including, in particular or any similar expression are illustrative and do not limit the sense of the words preceding those terms; and
- 1.2.5 a reference to writing or written includes faxes and e-mails.

2. Our Contract with you

- 2.1 We will issue you with the Specification, which is valid for a period of 3 months from its date of issue.
- 2.2 In the event that you wish to vary your order following our issue to you of the Specification, we will provide you with an amended Specification. No variations will be accepted by us or form part of the Offer unless they are expressly set out in the Specification. You should therefore check the Specification carefully to ensure that it accurately reflects the Goods (and Services, if applicable) that you wish to purchase from us.
- 2.3 When you confirm that you wish to proceed with your order, we will issue a deposit invoice to you. The issue of the deposit invoice shall amount to an offer on the terms of the final Specification issued by us in accordance with these Terms (“Offer”).
- 2.4 The Offer shall only be deemed to be accepted by you when you send and we receive in cleared funds payment of the deposit due as specified in the

deposit invoice issued to you. At this point and on this date the Contract shall come into existence and these Terms shall become binding on you and us.

- 2.5 The Contract constitutes the entire agreement between the parties. In the event that you have relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Specification, the Offer or these Terms please contact us before submitting your deposit payment so that we can confirm any variations (if agreed) in writing.

- 2.6 Any samples, drawings, descriptive matter or advertising issued by the Company and any descriptions or illustrations of Goods or descriptions of the Services contained in our catalogues, brochures or website are issued or published for the sole purpose of giving an approximate idea of the Goods or Services described in them and are for illustrative purposes only. Although we seek to ensure that they are as accurate as possible we cannot guarantee that they accurately reflect the Goods, particularly where the Goods are made to your individual requirements. In certain cases imperfections may be inherent in the manufacturing process relevant to the Goods.

- 2.7 All of these Terms shall apply to the supply of both Goods and Services except where application to one or the other is specified.

3. Goods

- 3.1 Following your acceptance of the Offer, we will arrange for the manufacture of the Goods in accordance with the description of the Goods contained in the Specification.
- 3.2 Where the Goods are to be manufactured in accordance with a plan or design supplied by you or on your behalf, you warrant that our use of that plan or design will not infringe any third party's intellectual property rights.
- 3.3 We reserve the right to amend the Specification if required by any applicable statutory or regulatory requirements. However, if we have to amend the Specification we will endeavour to agree any amendments with you in advance where possible. If such amendments are not agreed you can choose to cancel the Contract in accordance with clause 4.3.1.

4. Your Cancellation Rights

4.1 General cancellation rights:

- 4.1.1 Unfortunately due to the nature of the Goods and the fact that we order the Goods from third party manufacturers once the Contract between you and us is formed we cannot guarantee that you will be able to cancel the Contract once made, particularly where the Goods have been made to your exact requirements. In the event that you do wish to cancel your Contract for Goods (and Services if applicable) please contact us as soon as possible following payment of your deposit and whilst we will endeavour to accept your cancellation, any such cancellation will be at our reasonable discretion.

- 4.1.2 In the event that we do accept your cancellation under clause 4.1.2 but where we have already ordered or started work on the Goods (and Services, if applicable) by that time, you will have to pay us any costs we reasonably incurred in starting to fulfil the Contract and this charge will be deducted from any refund that is due to you or, if no refund is due to you, invoiced to you. We will tell you what these costs are when you contact us to cancel.

- 4.1.3 The above rights under clauses 4.1.1 and 4.1.2 will not affect your legal rights as a consumer in relation to Goods that are faulty or not as described or where you cancel the Contract because of our failure to comply with these Terms (except where we have been affected by an Event Outside Our Control).

4.2 Distance Selling Regulations:

- 4.2.1 If we have not met you face to face prior to the acceptance of our Offer, you have a legal right to cancel the Contract under the Consumer Protection (Distance Selling) Regulations 2000 (“Distance Selling Regulations”). However, this cancellation right does not apply in the case of any bespoke, made-to-measure or

custom-made products.

- 4.2.2 Your legal right to cancel a Contract under the Distance Selling Regulations starts from the date on which the Contract between you is formed. If the Goods have already been delivered to you, you have a period of 7 (seven) working days in which you may cancel, starting from the day after the day you receive the Goods. Working days means that Saturdays, Sundays or public holidays are not included in this period.
- 4.2.3 To cancel a Contract, you must contact us in writing by sending a letter to Carewjones.co.uk at Studio 1 Fairbank Studios, Lots Road, Chelsea, London, SW10 0NS. You may wish to keep a copy of your cancellation notification for your own records.
- 4.2.4 If you cancel a Contract under the Distance Selling Regulations you will receive a full refund of the price you paid for the Goods and any applicable delivery charges you paid for. We will process the refund due to you as soon as possible and, in any case, within 30 calendar days of the day on which you gave us notice of cancellation as described in clause 4.2.3. We will usually refund you by the same method used by you to pay.
- 4.2.5 If the Goods were delivered to you prior to your cancellation under this clause 4.2:
- 4.2.5.1 you must return the Goods to us as soon as reasonably practicable;
- 4.2.5.2 unless the Goods are faulty or not as described (in this case, see clause 7), you will be responsible for the cost of returning the Goods to us;
- 4.2.5.3 you have a legal obligation to keep the Goods in your possession and to take reasonable care of the Goods while they are in your possession.
- 4.3 **If we breach the terms of the Contract or if we change the Specification:** You may cancel your order and terminate the Contract with immediate effect by providing us with notice in writing if:
- 4.3.1 we are required to amend the Specification under clause 3.3 and you do not agree to such amendment; or
- 4.3.2 if we commit a material breach of our obligations under the Contract and (if we are able to remedy our breach) we fail to remedy that breach within 30 days after receiving notice from you in writing of that breach.

5. Our Cancellation Rights

- 5.1 We may cancel your order and terminate the Contract in the following circumstances:
- 5.1.1 With immediate effect by providing you with notice in writing if:
- 5.1.1.1 you commit a material (serious) breach of your obligations under the Contract and (if you are able to remedy your breach) you fail to remedy that breach within 60 days after receiving notice from us in writing of that breach;
- 5.1.1.2 you fail to pay any amount due under this Contract on the due date for payment; or
- 5.1.1.3 an Event Outside Our Control prevents us from providing the Goods (and Services if applicable) for more than 30 days.
- 5.1.2 By providing you with at least 30 days notice in writing.
- 5.2 If we cancel your order and terminate the Contract under clause 5.1.1.1 or 5.1.1.2, where we have already ordered or started work on the Goods (and Services, if applicable) by that time, you will have to pay us any costs we reasonably incurred in starting to fulfil the Contract and this charge will be deducted from any payments that you have made in advance or, if no refund is due to you, invoiced to you
- 5.3 If we cancel your order and terminate the Contract under clause 5.1.1.3 or 5.1.2, we will refund any payments that you have made in advance in respect of any Goods yet to be delivered to you, or any Services yet to be provided.
- 5.4 In addition to our other rights, we have the right to suspend all further delivery of Goods (or, if relevant, the supply of Services) under the Contract or any other contract between you and us if you fail to pay any amount due under this Contract on the due date for payment.
6. **Collection or Delivery of Goods**
- 6.1 You or your agent may collect the Goods from us after we notify you that the Goods are ready for collection/delivery at a time agreed between you and us. If you require delivery of the Goods we will arrange for the Goods to be delivered to such location as the parties may agree ("**Delivery Location**") at any time after we notify you that the Goods are ready.

- 6.2 Delivery of the Goods shall be completed on collection of the Goods by you or your agent or on the Goods' arrival at the Delivery Location.
- 6.3 We will contact you with an estimated delivery date but please note that any dates for delivery of the Goods are approximate only, and the time of delivery is not of the essence. Occasionally our delivery to you may be effected by an Event Outside Our Control and we shall not be liable for any delay caused by such an Event Outside Our Control. Please ensure that you provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods as we shall not be liable for any delay in delivery of the Goods that is caused by your failure to provide us with such instructions.
- 6.4 Failure to attend delivery may result in delays and Goods being returned to us. We may charge you for any return visits made as a result of your failure to take delivery of the Goods.
- 6.5 If you are unable to collect or take delivery of the Goods for any reason please contact as soon as possible. If you fail to collect the Goods or accept or take delivery of the Goods within 30 days of us notifying you that the Goods are ready, then except where such failure or delay is caused by our failure to comply with our obligations under the Contract in respect of the Goods:
- 6.5.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the 30th day following the day on which we notified you that the Goods were ready; and
- 6.5.2 we shall store the Goods until delivery takes place, and may charge you for all costs and expenses (including insurance) incurred in storing the Goods for you.
- 6.6 If 60 days after we notified you that the Goods were ready for collection/delivery you have not collected the Goods or accepted or taken delivery of them, we may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to you for any excess over the price of the Goods or charge you for any shortfall below the price of the Goods.
- 6.7 In certain circumstances it may be necessary for us to arrange collection of or deliver the Goods by instalments, which shall be invoiced and paid for separately. However, where we are able to do so we will endeavour to inform you if it is necessary to arrange collection or delivery by instalments. Any delay in delivery or defect in an instalment shall not entitle you to cancel any other instalment.
- 6.8 Due to the nature of the Goods we advise you that you should inspect them on delivery or collection from us and notify us of any damage as soon as possible after collection or delivery. Please note, nothing in this clause is intended to in any way limit your legal rights..
7. **Faulty Goods**
- The rights contained in this clause 7 are in addition to, and are in no way intended to limit, your legal rights. Advice about your legal rights is available at your local Citizen's Advice Bureau or Trading Standards office.**
- Manufacturer's Guarantee:**
- 7.1 We endeavour to source all Goods we supply to you from reputable manufacturers. Where the manufacturer of the Goods has provided us with any warranty or guarantee we will endeavour to transfer to you the benefit of such warranty or guarantee. Where this clause applies we will provide you with details of such guarantee in writing.
- Our Guarantee:**
- 7.2 In the event that you consider that the Goods are faulty, please contact us without delay. Subject to our rights contained in the rest of this clause 7 and clause 10 (Our Liability to You) we agree (in our discretion) to repair (if possible), replace free of charge or refund any sums paid by you for any Goods which in our reasonable opinion are defective due to faults at the time of delivery or collection if:
- 7.2.1 such fault is notified to us as soon as you are able to do so after you or your agent has collected the Goods or the Goods have been delivered and within a reasonable time thereof; and
- 7.2.2 we (or our representatives) are given a reasonable opportunity after you notify us of the fault of examining the Goods at your property or you (if asked to do so by us, and at our cost) return the Goods to us, at such address specified by us, for the examination to take place there.
- 7.3 So as to ensure that we are able to examine the Goods and so that no further damage is caused please ensure that you do not make any further use of the Goods after you give us notice of the defect.
- 7.4 We will not be responsible for a repair, replacement or refund under clause 7.2 if:
- 7.4.1 the defect arises because you failed to follow our or our manufacturer's oral or written instructions as to the storage,

- installation, commissioning, use or maintenance of the Goods; or
- 7.4.2 you alter or repair (or ask someone else to alter or repair) the Goods without our prior written consent.
- 7.5 Any defective Goods or parts thereof that we replace in accordance with this clause 7 or otherwise shall become, or remain, our property.
- 7.6 The terms of this clause 7 will apply to any repaired or replacement Goods we supply to you.
- 7.7 Any refunds paid in accordance with this clause 7 will normally be paid by the same method as you paid for your original order and will include any applicable delivery costs. We will make every effort to refund your money promptly.
8. **Title and Risk**
- 8.1 The Goods shall be your responsibility from the time you or your agent collects the Goods or completion of delivery or deemed delivery.
- 8.2 You will own the Goods once you or your agent has collected the Goods or you have taken delivery of them and we have received payment in full (in cash or cleared funds) for:
- 8.2.1 the Goods and any Services; and
- 8.2.2 any other goods or services that we have supplied to you in respect of which payment has become due.
- Until that time we will own the Goods.
9. **Prices and Payment**
- 9.1 The price for the Goods and any Services shall be the price set out in the Specification or as otherwise notified in writing by us to you (“**Contract Price**”). Delivery costs (if applicable) shall not be included within the Contract Price and you will be notified of such costs in writing by us to you.
- 9.2 In the event that you wish to vary the Specification after we have entered into the Contract, we reserve the right to increase the Contract Price or make additional charges. However, we will notify you of any such increase or additional charges before making any variations to the Specification and allow you to choose whether to proceed with the variation.
- 9.3 You shall pay a proportion of the Contract Price (usually 50%) at the time you accept the Offer and we will invoice you at this time and payment will be due immediately.
- 9.4 The balance of the Contract Price (usually 50%) plus delivery charges (if applicable) (the “**Final Instalment**”), shall be payable by you when we notify you that the Goods will be ready to collect or deliver in approximately 14 days time. We will invoice you at this time and payment is due immediately. Any delay in paying the Final Instalment shall cause a corresponding delay in any collection or delivery date.
- 9.5 We accept payment by BACS, cheque, cash and most credit and debit cards. Unfortunately we do not currently accept American Express. You shall pay each invoice submitted by us in full and in cleared funds and time for payment shall be of the essence of the Contract.
- 9.6 The Contract Price and all amounts payable by you under the Contract include value added tax chargeable from time to time (VAT). However, if the rate of VAT changes between formation of the Contract and delivery or performance, we will adjust the rate of VAT you pay, unless you have already paid for the Goods (and Services, if applicable) in full before the change in the rate of VAT takes effect.
- 9.7 Without limiting any of our other rights or remedies, if you fail to make any payment due to us under the Contract by the due date for payment (“**Due Date**”), we shall have the right to charge interest on the overdue amount at the rate of 5 per cent per annum above the then current Lloyds TSB Bank plc's base rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.
10. **Our Liability to You – Your attention is particularly drawn to this clause**
- 10.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a directly foreseeable result of our breach of these Terms or our negligence but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into the Contract.
- 10.2 We are only responsible for loss or damage that is caused by our breach or tort (including negligence) (or that of our agents or sub-contractors) and accordingly, subject to clause 10.4 we will not be liable to you for any defect or any costs, losses or damage incurred or arising from:
- 10.2.1 fair wear and tear, wilful damage, accident or negligence, by you or a third party; or
- 10.2.2 your use of the Goods in a way that we do not recommend or your failure to follow our instructions; or
- 10.2.3 you undertaking (or arranging for a third party undertake) any alteration or repair without our prior written approval; or
- 10.2.4 your failure to adhere to any care and maintenance instructions provided with the Goods either by us or the manufacturer; or
- 10.2.5 any error or omissions arising from measurements or dimensions supplied by you or on your behalf.
- 10.3 We only supply Goods (and Services, if applicable) to you for domestic and private use. You agree not to use the Goods (and Services, if applicable) for any commercial, business or re-sale purpose and we accordingly have no liability to you for any loss of profit, loss of income or revenue, loss of business or goodwill, loss of anticipated saving, business interruption or loss of business opportunity.
- 10.4 Nothing in this Contract excludes or limits in any way our liability for:
- 10.4.1 death or personal injury caused by our negligence;
- 10.4.2 fraud or fraudulent misrepresentation;
- 10.4.3 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 (title and quiet possession);
- 10.4.4 any breach of the obligations implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 or sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples);
- 10.4.5 defective products under the Consumer Protection Act 1987;
- 10.4.6 any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.
11. **Data Protection**
- We will comply with our obligations under the Data Protection Act 1998 in respect of your personal data we handle. You agree to us providing your details to third parties (e.g. manufacturers, sub-contractors and delivery agents) in order to supply the Goods (and carry out any Services, if applicable) under the Contract.
12. **Other Important Terms**
- 12.1 **Events Outside Our Control:**
- 12.1.1 For the purposes of this Contract, “**Event Outside Our Control**” means an event beyond our reasonable control including but not limited to strikes, lock-outs or other industrial action by third parties, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- 12.1.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:
- 12.1.2.1 We will contact you as soon as reasonably possible to notify you; and
- 12.1.2.2 Our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control.
- 12.1.3 If the Event Outside Our Control prevents us from providing any of the Goods (and Services if applicable) for more than 30 days, we may terminate the Contract under clause 5.1.1.3.
- 12.2 **Transfer and subcontracting:**
- 12.2.1 We may transfer or subcontract our rights and obligations under the Contract to any third party. However, we will always notify you in writing if this happens and this will not affect your rights or our obligations under the Contract.
- 12.2.2 If you wish to transfer your rights or obligations under the Contract to any third party you must first obtain our written consent.
- 12.3 **Notices:** If you wish to contact us in writing, or if any clause in these Terms requires you to give us notice in writing (for example, to cancel the Contract), you can send this to us by hand or by pre-paid post to Carewjohnes.co.uk at Studio 1 Fairbank Studios, Lots Road, Chelsea, London, SW10 0NS. We will confirm receipt by contacting you in writing. If we have to contact you in writing we will do so by email, by hand or by pre-paid post to the address you provide to us prior to accepting our Offer.
- 12.4 **Waiver:** If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those

obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

- 12.5 **Severance:** Each of the terms of the Contract operates separately. If a court or any other relevant authority finds that any term of the Contract (or a part of any term) is invalid, illegal or unenforceable, that term or that part of the term shall be deleted. This will not affect the remaining terms of the Contract, which will remain in full force and effect.
- 12.6 **Third parties:** The contract is between you and us. A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 12.7 **Variation:** Except as set out in these Terms, any variation to the Contract shall only be binding when agreed by us.
13. **Governing Law and Jurisdiction:** This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of England and Wales. If you are domiciled in Scotland or Northern Ireland then either party may elect that any disputes arising in connection with the contract be submitted to the jurisdiction of the Scottish courts or Northern Irish courts (as the case may be).