

PHOENIX

SEATING LIMITED

Terms and Conditions of Online Business and Consumer Goods, Services and Digital Content

Business to Consumer

Phoenix Seating Limited

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OUR TERMS

1. THESE TERMS

1.1 **What these terms cover.** These are the terms and conditions on which we supply goods to you.

1.2 **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 goods 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, please contact us to discuss.

1.3 **Are you a business customer or a consumer?** You will have different rights depending on whether you are a business or consumer. You are a consumer if:

- You are an individual.
- You are buying goods from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 **Who we are.** We are Phoenix Seating Limited a company registered in England and Wales. Our company registration number is 04350430 and our registered office is at Unit 47, Bay 3 Second Avenue, The Pensnett Estate, Kingswinford, West Midlands DY6 7UZ. Our registered VAT number is GB 786 2711 03.

2.2 **How to contact us.** You can contact us by telephoning our customer service team at 01384 296622 or by writing to us at admin@phoenixseating.com AND Unit 47, Bay 3 Second Avenue, The Pensnett Estate, Kingswinford, West Midlands DY6 7UZ.

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 **How we will accept your order.** Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.

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. This might be because the goods 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 goods or because we are unable to meet a delivery 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.

4. OUR GOODS

4.1 **Goods may vary slightly from their pictures.** The images of the goods on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the goods. 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.

4.3 **Making sure your measurements are accurate.** If we are making the goods to measurements you have given us you are responsible for ensuring that these measurements are correct. You can find information and tips on how to measure on our website or by contacting us.

5. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the goods 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, 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.

6. OUR RIGHTS TO MAKE CHANGES

6.1 Minor changes to the goods. We may change the goods:

- (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 goods.

6.2 More significant changes to the goods and these terms. In addition, as we informed you in the description of the goods on our website, we may make changes to these terms or the goods, but if we do so 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.

6.3 Updates to digital content. We may update or require you to update digital content, provided that the digital content shall always match the description of it that we provided to you before you bought it.

7. PROVIDING THE GOODS

7.1 Delivery costs. The costs of delivery will be as displayed to you on our website.

7.2 When we will provide the goods. During the order process we will let you know when we will provide the goods to you. We will contact you with an estimated delivery date.

7.3 We are not responsible for delays outside our control. If our supply of the goods 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 Collection by you. If you have asked to collect the goods from our premises, you can collect them from us at any time during our working hours on weekdays (excluding public holidays) and Saturdays once we have communicated the goods are ready for collection.

- 7.5 **If you are not at home when the goods is delivered.** If no one is available at your address to take delivery, we will leave you a note informing you of how to rearrange delivery.
- 7.6 **If you do not re-arrange delivery.** If you do not collect the goods from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot 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 10.2 will apply.
- 7.7 **When you become responsible for the goods.** A goods which is goods will be your responsibility from the time we deliver the goods to the address you gave us or you or a carrier organised by you collect it from us.
- 7.8 **When you own goods.** You own a goods which is goods once we have received payment in full.
- 7.9 **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 to you. If so, this will have been stated in the description of the goods on our website. 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 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.
- 7.10 **Reasons we may suspend the supply of goods to you.** We may have to suspend the supply of a goods to:
- (a) deal with technical problems or make minor technical changes;
 - (b) update the goods to reflect changes in relevant laws and regulatory requirements;
 - (c) make changes to the goods as requested by you or notified by us to you (see clause 6).
- 7.11 **Your rights if we suspend the supply of goods.** We will contact you in advance to tell you we will be suspending supply of the goods, unless the problem is urgent or an

emergency. You may contact us to end the contract for a goods if we suspend it, or tell you we are going to suspend it, and we will refund any sums you have paid in advance for the goods in respect of the period after you end the contract.

- 7.12 **We may also suspend supply of the goods if you do not pay.** If you do not pay us for the goods when you are supposed to (see clause 13.4) and you still do not make payment within 10 Business Days of us reminding you that payment is due, we may suspend supply of the goods until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the goods. We will not suspend the goods where you dispute the unpaid invoice (see clause 13.6). We will not charge you for the goods during the period for which they are suspended. As well as suspending the goods we can also charge you interest on your overdue payments (see clause 13.5).

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, when you decide to end the contract and whether you are a consumer or business customer:

- (a) **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 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 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;

- 8.2 **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 goods which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming change to the goods 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 goods you have ordered and you do not wish to proceed;

- (c) there is a risk that supply of the goods may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the goods for technical reasons, or notify you we are going to suspend them for technical reasons; or
- (e) 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 (Consumer Contracts Regulations 2013).** For most goods bought online 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 do not have a right to change your mind.** Your right to change your mind does not apply in respect of goods sealed for health protection or hygiene purposes, once these have been unsealed after you receive them, or goods which are bespoke.

8.5 **How long do you have to change your mind?** It depends on what you have ordered and how it is delivered.

- (a) **Have you bought goods?** If so you have 14 calendar days after the day you (or someone you nominate) receives the 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) receives the last delivery.
 - (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.

8.6 **Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind (see clause 8.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for goods is completed when the goods is delivered and paid for. If you want to end a contract before it is completed where we are not at fault just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for goods not provided but we may deduct from that refund reasonable compensation for the costs we will incur as a result of

your ending the contract, as compensation for the costs we will incur as a result of your doing so.

9. HOW TO END THE CONTRACT WITH US

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:

- (a) **Phone or email.** Call customer services on 01384 296622 or email us at admin@phoenixseating.com. Please provide your name, home address, details of the order and, where available, your phone number and email address.
- (b) **Online.** Complete the form on our website.
- (c) **By post.** Print off the form and post it to us at the address on the form. Or simply write to us at that address, including details of what you bought, when you ordered or received it and your name and address.

9.2 **Returning Goods after ending the contract.** If you end the contract for any reason after goods have been dispatched to you or you have received them, you must return them to us. You are responsible for the costs of return. You must either return the goods in person to where you bought them or allow us to collect them from you. Please call customer services on 01384 296622 or email us at admin@phoenixseating.com for a return label or to arrange collection. If you are a consumer 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 when you have the legal rights to do so because of something we have done wrong.

9.4 **What we charge for collection.** If you are responsible for the costs of return and we are collecting the goods from you, the costs of collection will be the same as our charges for standard delivery, together with an administration fee as set out on our website.

9.5 **How we will refund you.** If you are entitled to a refund under these terms we will refund you the price you paid for the goods including standard delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

9.6 **When we may make deduction 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 goods, if this has been caused by your handling them in a way which would not be permitted in a shop. 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.
- (b) The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if you choose to have the goods delivered at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

9.7 **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) Your refund will be made within 14 days from the day on which we receive the goods back from you or, if earlier, the day on which you provide us with evidence that you have sent the goods back to us. For information about how to return a goods to us, see clause 9.2.
- (b) In all other cases, your refund will be made within 14 days of your telling us you have changed your mind

10. OUR RIGHTS TO END THE CONTRACT

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

- (a) you do not make any payment to us when it is due and you still do not make payment within 10 Business Days of us reminding you that payment 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 goods;
- (c) you do not, within a reasonable time, allow us to deliver the goods to you or collect them from us.

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 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

How to tell us about problems. If you have any questions or complaints about the goods, please contact us. You can telephone our customer service team at 01384 296622 or write to us at admin@phoenixseating.com AND Unit 47, Bay 3, Second Avenue, The Pensnett Estate, Kingswinford, West Midlands DY6 7UZ

12. YOUR RIGHTS IN RESPECT OF DEFECTIVE GOODS

12.1 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. 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.

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

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

12.2 **Your obligation to return rejected Goods.** If you wish to exercise your legal rights to reject goods 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. Please call customer services on 01384 296622 or email us at admin@phoenixseating.com to arrange collection. If having inspected the rejected goods, we believe that you do not have a legal right to reject the goods, then we shall have the right to charge you our reasonable costs incurred for inspecting the goods.

13. PRICE AND PAYMENT

- 13.1 **Where to find the price for the goods.** The price of the goods (which excludes VAT, surcharges for payment by debit or credit card, which is currently 4%, all costs and charges for delivery and transport) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the goods advised to you is correct. However please see clause 13.3 for what happens if we discover an error in the price of the goods 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 goods, we will adjust the rate of VAT that you pay, unless you have already paid for the goods in full before the change in the rate of VAT takes effect.
- 13.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the goods we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the goods' correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the goods' 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.
- 13.4 **When you must pay and how you must pay.** We accept payment with all major credit and debit cards including Visa, Master Card, and American Express. There is a surcharge (currently 4%) for payment by debit or credit card). You can also pay by bank transfer. You must pay for the goods in cleared funds before we despatch them. We will not charge your credit or debit card until we dispatch the goods to you.
- 13.5 **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 4% a year above the base lending rate of Lloyds Bank Plc 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.
- 13.6 **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.

14. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER

14.1 **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.

14.2 **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 12.1 and for defective goods under the Consumer Protection Act 1987

14.3 **We are not liable for business losses.** We only supply the goods for to you for domestic and private use.

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 goods to you;
- (b) to process your payment for the goods; and
- (c) if you agreed to this during the order process, to give you information about similar goods 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 goods 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. 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.
- 16.2 **You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** 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.
- 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, 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 if you are a consumer.** These terms are governed by English law and you can bring legal proceedings in respect of the goods in the English courts. If you live in Scotland you can bring legal proceedings in respect of the goods in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the goods in either the Northern Irish or the English courts.

Schedule Model Cancellation Form for consumer customers

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

To Phoenix Seating Limited
Unit 47
Bay 3 Second Avenue
Pensnett Estate
Kingswinford
West Midlands
DY6 7UZ
Tel: 01384 296622
Email: admin@phoenixseating.com

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

Ordered 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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