

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 products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or require any changes, please contact us to discuss.
- 1.3 **Are you a business customer or a consumer?** In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:
- You are an individual.
 - You are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).
- 1.4 **If you are a business customer this is our entire agreement with you.** If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

2 INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 **Who we are.** We are **Spirit Fires Limited** a company registered in England and Wales. Our company registration number is 06115228 and our registered office is at Unit 4 Beaumont Square, Durham Way South, Aycliffe Industrial Estate, Newton Aycliffe, County Durham DL5 6XN. Our registered VAT number is GB 254 4969 69.
- 2.2 **How to contact us.** You can contact us by telephoning our customer service team on 01325 327221 or by writing to us at customerservice@cvo.co.uk and Unit 4, Beaumont Square, Durham Way South, Newton Aycliffe, County Durham DL5 6XN.
- 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 **Quotations.** A quotation provided by us does not constitute an offer. We may withdraw or revise a quotation at any time prior to our acceptance of your order in accordance with clause 3.2.
- 3.2 **How we will accept your order.** Our acceptance of your order will take place when we contact you by email to accept it ("**Order Confirmation**"), at which point a contract will come into existence between you and us.
- 3.3 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.
- 3.4 **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.
- 3.5 **Where we sell our products.** We deliver our products to addresses in the UK and Europe.
- 3.6 If you order products for delivery to one of the international delivery destinations, your order may be subject to import duties and taxes which are applied when the delivery reaches that destination. Please note that we have no control over these charges and we cannot predict their amount. You will be responsible for payment of any such import duties and taxes. Please contact your local customs office for further information before placing your order.
- 3.7 You must comply with all applicable laws and regulations of the country for which the products are destined. It is your responsibility to ensure that the products are suitable and comply with local regulations and technical requirements. We will not be liable or responsible if you break any such law, or if the products you order do not comply with local regulations or technical requirements.

- 3.8 If you are a business, unless otherwise agreed in writing, the products shall be sold on an ex works basis. You will assume responsibility for all risks and costs of transportation and delivery of the products.

4 OUR PRODUCTS

- 4.1 **Products may vary slightly from their pictures.** The images of the products on our website or in our brochure 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 or a picture in our brochure accurately reflects the colour of the products. Your product may vary slightly from those images.
- 4.2 **Naturally derived products.** Some of our products contain natural or naturally derived products, such as limestone and travertine. The appearance (including the appearance of any fossils contained therein), colour or detail of the products may vary from the original specifications. We shall endeavour to ensure that any variations are kept to a minimum.
- 4.3 **Product packaging may vary.** The packaging of the product may vary from that shown in images on our website or in our brochure.
- 4.4 **Making sure your measurements are accurate.** If we are making the product to measurements you have given us you are responsible for ensuring that these measurements are correct.
- 4.5 It is your responsibility to ensure that the products you order are suitable in dimension and design to fit within the intended property.
- 4.6 **Installation manuals.** An installation manual is supplied with the products, however an additional copy can be sent to you upon request prior to order or delivery. Most technical information is available to review or download from our website.
- 4.7 **Site surveys.** It is **strongly** advised that a site survey is performed by an independent registered gas installer and, if required, a flue specialist and builder prior to ordering. Failure to use and install your fire in accordance with the conditions of use and installation manual may invalidate the warranty of the product.

5 BESPOKE PRODUCTS

- 5.1 Some of the products we supply are Bespoke Products (which includes, without limitation, products that are bespoke, made to order, or custom made in line with specifications, measurements or drawings you have provided to us). If your products are Bespoke

Products, they will be classified on the Order Confirmation as "Bespoke Products," or "Made to Order".

- 5.2 If your product is a Bespoke Product, we will, once we have received details of your order, measurements and specifications, email you a quotation with an estimate price.
- 5.3 If you wish to accept our quote, you must pay 50% of the balance of the price of the Bespoke Product to us before we are able to accept your order. This payment is non-refundable in the event that you choose to cancel your Bespoke Product order. Please see clause 9.7 for further details.
- 5.4 Once payment has been received in accordance with 5.3, we will send you an Order Confirmation and begin preparation of the technical drawings of your Bespoke Product.
- 5.5 We will require you to sign and return the technical drawings to us by post or email confirming that the technical drawings are correct.. It is ultimately your responsibility to ensure that the technical drawings are correct and are suitable for your requirements.
- 5.6 Upon receiving the signed technical drawings from you we will proceed with the purchase of any made to order materials required to fabricate the goods.

6 YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the product you have ordered, including Bespoke Products, please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

7 OUR RIGHTS TO MAKE CHANGES

- 7.1 **Minor changes to the products.** We may change the product:
 - 7.1.1 to reflect changes in relevant laws and regulatory requirements;
 - 7.1.2 in the case of Bespoke Products, to substitute any materials or component parts of a quality equivalent or superior to that original specified; and
 - 7.1.3 to implement minor technical adjustments and improvements. These changes will not affect your use of the product.
- 7.2 **More significant changes to the products and these terms.** In addition, we may make more significant changes to the product, 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 products paid for but not received:

8 PROVIDING THE PRODUCTS

8.1 **Delivery costs.** The costs of delivery will be:

8.1.1 if placing an order via our website, as set out to you on our website;

8.1.2 if placing an order by telephone or in-store, as advised to you by our customer service team.

8.2 **When we will provide the products.** During the order process we will let you know when we will provide the products to you. We will contact you with an estimated delivery date when we accept your order, and will contact you to agree definite delivery arrangements when we are in a position to confirm a delivery date.

8.3 **We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. 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 products you have paid for but not received.

8.4 We will not be responsible for supplying the products late or not supplying any part of them if you have failed to pay the balance of the price of the goods owed to us at least 7 days before the estimated delivery date.

8.5 **If you are not at home when the product 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. If you re-arrange a delivery we may charge you for any further delivery costs incurred by us.

8.6 **If you do not re-arrange delivery.** If, after a failed delivery to you, you do not re-arrange delivery 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 we may end the contract and clause 11.2 will apply.

8.7 **When you become responsible for the goods.** A product which is goods will be your responsibility from the time we deliver the product to the address you gave us or you or a carrier organised by you collect it from us.

- 8.8 **When you own goods.** You own a product which is goods once we have received payment in full.
- 8.9 **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 products to you, for example, specifications and measurements. We will contact you in writing 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 11.2 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 products 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.
- 8.10 **Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product to:
- 8.10.1 deal with technical problems or make minor technical changes;
 - 8.10.2 update the product to reflect changes in relevant laws and regulatory requirements;
 - 8.10.3 make changes to the product as requested by you or notified by us to you (see clause 7).
- 8.11 **Your rights if we suspend the supply of products.** We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 4 weeks and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.
- 8.12 **We may also suspend supply of the products if you do not pay.** If you do not pay us for the products when you are supposed to (see clause 15.4) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will not suspend the products where you dispute the unpaid invoice (see clause 15.8). We will not charge you for the products during the period for which they are suspended. As well as suspending the products we can also charge you interest on your overdue payments (see clause 15.7).

9 YOUR RIGHTS TO END THE CONTRACT

9.1 **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:

9.1.1 **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), **see** clause 13 if you are a consumer and clause 14 for details of your warranty;

9.1.2 **If you want to end the contract because of something we have done or have told you we are going to do, see** clause 9.2;

9.1.3 **If you are a consumer and have just changed your mind about the product, see** clause 9.3. 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 products;

9.1.4 **In all other cases (if we are not at fault and you are not a consumer exercising your right to change your mind), see** clause 9.6.

9.2 **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 9.2.1 to 9.2.5 below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

9.2.1 we have told you about an upcoming change to the product or these terms which you do not agree to (see clause 7.2);

9.2.2 we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;

9.2.3 there is a risk that supply of the products may be significantly delayed because of events outside our control;

9.2.4 we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 4 weeks; or

9.2.5 you have a legal right to end the contract because of something we have done wrong.

9.3 **Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013).** If you are a consumer then for most products bought online, by email, by mail order or over the telephone 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.

9.4 **When consumers do not have a right to change their minds.** Your right as a consumer to change your mind does not apply in respect of:

9.4.1 Bespoke Products;

9.4.2 products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them; and

9.4.3 any products which become mixed inseparably with other items after their delivery.

9.5 **How long do consumers have to change their minds?** If you are a consumer you have 14 days after the day you (or someone you nominate) receives the goods, **unless 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.

9.6 **Ending the contract where we are not at fault and there is no right to change your mind (excluding Bespoke Products).** Even if we are not at fault and you are not a consumer who has a right to change their mind (see clause 9.1), 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 product is delivered and paid for. If you want to end a contract before it is completed where we are not at fault and you are not a consumer who has changed their mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

9.7 **Ending the contract for Bespoke Products where we are not at fault and there is no right to change your mind.** If we are not at fault and you wish to end the contract for Bespoke Products before it is completed, you must pay us compensation. A contract for Bespoke Products is completed when the Bespoke Product is delivered and paid for. If you want to end a contract for a Bespoke Product 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 products not provided. However, we will retain 50% of the price of the Bespoke Products as compensation for the net costs we will incur as a result of you doing so.

10 HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU ARE A CONSUMER WHO HAS CHANGED THEIR MIND)

10.1 **Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:

10.1.1 **Email.** Email us at customerservice@cvo.co.uk. Please provide your name, home address, order number, what you bought, when you ordered or received it, and, where available, your phone number and email address.

10.1.2 **Online.** Complete the form on our website at <http://www.cvo.co.uk/media/sales/Cancellation-Form.pdf>.

10.1.3 **By post.** Complete the form included in your Order Confirmation (also available online to print off at <http://www.cvo.co.uk/media/sales/Cancellation-Form.pdf>) and post it to us at the address on the form. Or simply write to us at Unit 4, Beaumont Square, Durham Way South, Newton Aycliffe, County Durham DL5 6XN, including details of what you bought, when you ordered or received it and your name and address.

10.2 **Returning products after ending the contract.** If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must return the goods in person to where you bought them, post them back to us or arrange a courier to return them to us at Unit 4, Beaumont Square, Durham Way South, Newton Aycliffe, County Durham DL5 6XN. Please call customer services on 01325 327221 or email us at customerservice@cvo.co.uk if you have any questions. 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.

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

10.3.1 if the products are faulty or misdescribed;

10.3.2 if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, 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; or

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

10.4 **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 products including delivery costs, by the method you used

for payment, unless you expressly agree otherwise. However, we may make deductions from the price, as described below.

10.5 When we may make deduction from refunds if you are a consumer exercising your right to change your mind. If you are a consumer exercising your right to change your mind:

10.5.1 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 in a way which would reduce the value of the goods. 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.

10.5.2 The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

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

10.6.1 If the products are goods and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For information about how to return a product to us, see clause 10.2.

10.6.2 In all other cases, your refund will be made within 14 days of your telling us you have changed your mind

11 OUR RIGHTS TO END THE CONTRACT

11.1 We may end the contract if you break it. We may end the contract for a product at any time by writing to you if:

11.1.1 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;

11.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example, specifications or measurements;

11.1.3 you do not, within a reasonable time, allow us to deliver the products to you or collect them from us; or

11.1.4 you do not, within a reasonable time, allow us access to your premises to supply the services.

11.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 11.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

12 IF THERE IS A PROBLEM WITH THE PRODUCT

How to tell us about problems. If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at 01325 327221 or write to us at customerservice@cvo.co.uk and Unit 4, Beaumont Square, Durham Way South, Newton Aycliffe, County Durham DL5 6XN. Alternatively, please speak to one of our staff in-store.

13 YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A CONSUMER

13.1 If you are a consumer we are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the products. 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.

If your product is **goods**, for example a wood burner, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product 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.

See also clause 9.3.

13.2 **Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please call customer services on 01325

327221 or email or write to us at customerservice@cvo.co.uk and Unit 4, Beaumont Square, Durham Way South, Newton Aycliffe, County Durham DL5 6XN for a return label or to arrange collection.

14 WARRANTY

14.1 For all customers, we warrant that on delivery, and for a period of 12 months from the date of delivery (warranty period), any products which are goods shall:

- 14.1.1 if you are a business, be of satisfactory quality (within the meaning of the Sale of Goods Act 1979);
- 14.1.2 if you are a consumer, be of satisfactory quality within the meaning of the Consumer Rights Act 2015;
- 14.1.3 be fit for any purpose held out by us;
- 14.1.4 conform in all material respects with their description and any relevant specification; and
- 14.1.5 be free from material defects in design, material and workmanship.

14.2 Subject to clause 14.3, if:

- 14.2.1 you return to us at our address as set out in clause 2.1, within 14 days of the date of installation, the warranty card completed by the registered installer;
- 14.2.2 you give us notice in writing during the warranty period within a reasonable time of discovery that a product does not comply with the warranty set out in clause 14.1;
- 14.2.3 we are given a reasonable opportunity of examining such product, we shall repair the defective product,.

14.3 We will not be liable for a product's failure to comply with the warranty in clause 14.1 if:

- 14.3.1 you make any further use of such product after giving a notice in accordance with clause 14.2.1;
- 14.3.2 the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the product or (if there are none) good trade practice;
- 14.3.3 you have not used the product in accordance with the conditions of use supplied with it;
- 14.3.4 the product was not installed in accordance with the installation manual supplied with it;
- 14.3.5 the defect arises as a result of us following any drawing, design or specification supplied by the Customer;
- 14.3.6 you alter or repair the product without our written consent; or

14.3.7 the defect arises as a result of fair wear and tear, wilful damage, negligence, accidental damage or abnormal working conditions.

14.4 If you are a business, except as provided in this clause 14, we shall have no liability to you in respect of a product's failure to comply with the warranty set out in clause 14.1.

14.5 If you are a consumer, this warranty is in addition to and in no way affects any statutory rights you have, including those set out in clause 13.

14.6 These terms shall apply to any repaired or replacement products supplied by us under clause 14.2.

15 PRICE AND PAYMENT

15.1 **Where to find the price for the product.** The price of the product (which includes VAT) will be the price as told to you in person, over the telephone or by email, and as set out in the Order Confirmation. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 15.3 for what happens if we discover an error in the price of the product you order.

15.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

15.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

15.4 **When you must pay and how you must pay.** We accept payment with cash, bank transfer, cheque, credit or debit card and PayPal.

15.5 When you must pay depends on what product you are buying:

15.5.1 For **goods**, you must make an advanced payment of 50% of the price of the goods (including delivery costs) at the time you place your Order with us.. We will

not issue an Order Confirmation until this payment has been received in cleared funds. The balance must be paid no later than 7 days before the estimated delivery or collection date.

15.6 **Our right of set-off if you are a business customer.** If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

15.7 **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 5% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

15.8 **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.

16 **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER**

16.1 **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.

16.2 **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 products as summarised at clause; and for defective products under the Consumer Protection Act 1987

16.3 **We are not liable for business losses.** If you are a consumer we only supply the products for to you for domestic and private use. We will have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity. If you use the products for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause 17.

17 OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A BUSINESS

17.1 Nothing in these terms shall limit or exclude our liability for:

- 17.1.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- 17.1.2 fraud or fraudulent misrepresentation;
- 17.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
- 17.1.4 defective products under the Consumer Protection Act 1987; or
- 17.1.5 any matter in respect of which it would be unlawful for us to exclude or restrict liability.

17.2 Except to the extent expressly stated in clause 14.1 all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

17.3 Subject to clause 17.1:

- 17.3.1 we shall not be liable to you, whether in contract, tort (including 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
- 17.3.2 our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total sums paid by you for products under such contract.

18 HOW WE MAY USE YOUR PERSONAL INFORMATION

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

- 18.1.1 to supply the products to you;
- 18.1.2 to process your payment for the products; and

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

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

19 OTHER IMPORTANT TERMS

19.1 **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.

19.2 **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.

19.3 **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.

19.4 **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.

19.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

19.6 **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 products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English

courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

19.7 Which laws apply to this contract and where you may bring legal proceedings if you are a business. If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

SCHEDULE 2

Model Cancellation Form for consumer customers



Please fill in all areas of this form.
Please sign & date if returning by post.

Return completed form by:

- **Post:** CVO Fire
Unit 4 Beaumont Square,
Durham Way South,
Newton Aycliffe,
Co Durham, DL5 6XN
- **Email:** customerservice@cvo.co.uk
- **Fax:** 01325 327292

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

Sales Order # SO- _____

Ordered On: _____

Received On: _____

Name Of Customer(s): _____

Address Of Customer(s): _____

Post Code: _____

Signature of Customer(s)
(Only if this form is notified on paper)

Date _____