



## Our terms

Your attention is specifically drawn to clauses 11, 12.4 and 13.

### 1. These terms

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply our goods to you.
- 1.2 **Why you should read them.** Please read these terms carefully before you confirm 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 please contact us to discuss.

### 2. Information about us and how to contact us

- 2.1 **Who we are.** We are William Holland a company registered as William Holland Limited in England and Wales with registration number is 04743413. Our registered office is at Lewell Barn, Lower Lewell Farm, West Stafford, Dorchester, Dorset DT2 8AP. Our registered VAT number is 820740751
- 2.2 **How to contact us.** You can contact us by telephoning our customer service team on 01305 251930 or by writing to us by email at [info@williamholland.com](mailto:info@williamholland.com) or by post at Lewell Barn, Lower Lewell Farm, West Stafford, Dorchester, Dorset DT2 8AP.
- 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 call, write or 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 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 your finance arrangements are not approved, 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.

3.3 **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 products**

4.1 **Products may vary slightly from their pictures.** The images of the products on our website and 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. Although we have made every effort to be as accurate as possible, which the sizes, weights, capacities, dimensions and measurements of those of our products which are handmade (as indicated on our website and in our brochure) have a 2% tolerance.

4.2 **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.

4.3 **Care of Products.** Our products are supplied with written instructions as to use, cleaning and aftercare which should be observed by you to maintain your product. Failure to observe our care instructions may limit our liability to you under clause 13.

#### 5. **Your rights to make changes**

5.1 If you wish to make a change to the product 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 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. 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**

We may change the product:

- (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 or the appearance of the product.

## 7. Providing the products

- 7.1 **Delivery costs.** The costs of delivery will be as advised to you over the telephone, in our brochure. on our website or in the course of email exchanges.
- 7.2 **When we will provide the products.** During the order process we will advise an estimated delivery date, which in the majority of circumstances will be within 10 weeks after the day on which we accept your order.
- 7.3 **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.
- 7.4 **Collection by you.** If you have asked to collect the products from our premises, you can collect them from us by prior arrangement at any time during our working hours of 09.00 to 17.00 on weekdays (excluding public holidays).
- 7.5 **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 or collect the products from us.
- 7.6 **If you do not re-arrange delivery.** If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from us 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 **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:
- (a) we have refused to deliver the goods; or
  - (b) you told us before we accepted your order that delivery within the delivery deadline was essential.
- 7.8 **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 7.7, 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.
- 7.9 **Ending the contract for late delivery.** If you do choose to treat the contract as at an end for late delivery under Clause 7.7 or Clause 7.8, you can cancel your order for the goods. We will refund any

sums you have paid to us for the cancelled goods and their delivery. If the goods have been delivered to you, you must either return them in person to us or allow us to collect them from you. We will pay the costs of collection. Please call customer services on 01305 251930 or email us at [info@williamholland.com](mailto:info@williamholland.com) to arrange collection.

- 7.10 **When you become responsible for the goods.** The product will be your responsibility from the time we deliver it to the address you gave us or you, or a carrier organised by you, collect it from us.
- 7.11 **When you own goods.** You own the product once we have received payment in full.
- 7.12 **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, [delivery address]. If so, this will have been told to you during the order process. We will contact you in writing or by telephone 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 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.
- 7.13 **Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product to:
- (a) update the product to reflect changes in relevant laws and regulatory requirements; or
  - (b) make changes to the product as requested by you or notified by us to you (see clause 6).
- 7.14 **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 10 weeks beyond the anticipated delivery date, in which case we will refund any sums you have paid in advance for the product.
- 7.15 **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 12.4) and you still do not make payment within five 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. As well as suspending the products we can also charge you interest on your overdue payments (see clause 12.6).

## 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 whether there is anything wrong with the product, how we have performed and when you decide to end the contract:

- (a) **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 to get some or all of your money back), **see** clause 11;
- (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 8.3;
- (c) **If you have just changed your mind about a product** (which is not bespoke), **see** clause 8.4. 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.
- (d) **In all other cases, see** clause 8.5.

8.2 **Bespoke Products:** where you have ordered a product which is hand made to your specification there is no right to change your mind once the contract comes into existence between you and us. It is the client's responsibility to ensure that bespoke items conform to local building regulations.

8.3 **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 products 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 product or these terms which you do not agree to (see clause 6);
- (b) 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;
- (c) there is a risk that supply of the products may be significantly delayed because of events outside our control;
- (d) 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 6 weeks beyond the anticipated delivery date; or
- (e) you have a legal right to end the contract because of something we have done wrong (including because we have delivered late (see clause 7.7).

8.4 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For non-bespoke products you have a legal right to change your mind within 14 days after you or your nominated party receives the goods. Where this right is exercised within the 14 day period you will receive a refund. This right to change your mind does not apply to bespoke products.

8.5 **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, you can still end the contract before it is completed, but you may have to pay us compensation. Our 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 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 reasonable compensation for the net costs we will incur as a result of your ending the contract.

## **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 01305 251930 or email us at [info@williamholland.com](mailto:info@williamholland.com). Please provide details of what you bought, when you ordered or received it and your name and address.
- (b) **Online.** Complete the form at [www.williamholland.com/contact.html](http://www.williamholland.com/contact.html) on our website.
- (c) **By post.** Write to us at Lewell Barn, Lower Lewell Farm, West Stafford, Dorset DT2 8AP including details of what you bought, when you ordered or received it and your name and address.

**9.2 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 either return the goods in person to us at at Lewell Barn, Lower Lewell Farm, West Stafford, Dorset DT2 8AP or allow us to collect them from you. Please call customer services on 01305 251930 or email us at [info@williamholland.com](mailto:info@williamholland.com) to arrange collection.

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

- (a) if the products are faulty or misdescribed;
- (b) 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.

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

**9.4 What we charge for collection.** If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection, which we will advise to you when we are arranging a suitable date for collection.

**9.5 How we will refund you.** We will refund you the price you paid for the products including delivery costs, by the method you used for payment or, if you have arranged payment by way of finance we will refund sums received from the finance company to it directly. However, we may make deductions from the price and any refund paid, as described below.

**9.6 Deductions from refunds if you exercise your right to change your mind or end the contract where we are not at fault.** If you exercise your right to change your mind or end the contract where we are not at fault:

- (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 of or treating 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 or treated 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.

9.7 **When your refund will be made.** We will make any refunds due to you or the finance company (as appropriate) as soon as possible. If you are exercising your right to change your mind and we are not collecting the goods, your refund will be made within 14 days from the date 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 please see clause 9.2

## 10. Our rights to end the contract

10.1 **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:

- (a) you do not make any payment to us when it is due and you still do not make payment within five 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 products (please see clause 7.12); or
- (c) you do not, within a reasonable time, allow us to deliver the products 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 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.

10.3 **We may withdraw the product.** We may write to you to let you know that we are going to stop providing the product. We will let you know at least two months in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

## 11. If there is a problem with the product

11.1 **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 on 01305 251930 or write to us by email at [info@williamholland.com](mailto:info@williamholland.com) or by post at Lewell Barn, Lower Lewell Farm, West Stafford, Dorset DT2 8AP.

- 11.2 **Summary of your legal rights.** 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 product which are subject to clause 13.3 and clause 13.4. 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](http://www.adviceguide.org.uk) or call 03454 04 05 06.

As the product is **goods** 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 3 years: if your goods do not last a reasonable length of time you may be entitled to some money back (subject to clause 11.3).

Please note however, clause 8.2. Any products which are bespoke and produced to your specification do not carry any rights to change your mind once the contract comes into existence between you and us.

- 11.3 **Finish warranty:** We warrant that on delivery and for a period of three years from the date of delivery in respect of the finish of the product it shall:

- (a) conform in all material respects with its description and applicable specification;
- (b) be free from material defects in design, material and workmanship;
- (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979; and
- (d) subject to clause 13.3 be fit for the purpose held out by us.

- 11.4 **Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products you must either return them to us or allow us to collect them from you. We will pay the costs of collection. Please call customer services on 01305 251930 or email us at [info@williamholland.com](mailto:info@williamholland.com) or write to us at Lewell Barn, Lower Lewell Farm, West Stafford, Dorset DT2 8AP to arrange collection.

## **12. Price and payment**

- 12.1 **Where to find the price for the product.** The price of the product (which includes VAT where applicable) will be the price as advised to you during the order process. We use our best efforts to ensure that the price of the product advised to you is correct. However please see clause 12.3 for what happens if we discover an error in the price of the product you order.

- 12.2 **We will pass on changes in the rate of VAT (where applicable).** If VAT is payable on your product and 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.

12.3 **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.

12.4 **When you must pay and how you must pay.** We accept payment with CREDIT AND DEBIT CARDS, by cheque or from Omni Capital Finance by way of separate finance arrangement organised independently by you (Finance Payment). Payment is as follows:

- (a) where you are paying for the products personally must pay 50% by way of deposit when we accept your order and this contract comes into existence between us, with the balance payable not less than five days before we dispatch the products to you.
- (b) where you are paying for the products by way of Finance Payment you must pay 20% by way of deposit when we accept your order and this contract comes into existence between us, with the balance payable by 12 equal monthly instalments.

12.5 **Finance Payments.** All arrangements for payment by way of Finance Payments shall be:

- (a) subject to our express prior written approval; and
- (b) arranged directly between you and Omni Capital Finance

Your decision to pay for products by way of Finance Payment is yours alone. We do not recommend Omni Capital Finance as a finance provider and neither do we receive any commission from Omni Capital Finance for any finance arranged through them.

We will not arrange the Finance Payments on your behalf and accept no liability for your financing arrangements. Should the Finance Payments fail or be delayed for any reason you will be personally responsible for any outstanding balance which shall be immediately due and payable in full where the products have been delivered or payable in accordance with clause 12.4(a) where the products have not yet been delivered.

12.6 **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 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.

12.7 **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**

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 products as summarised at clause 11.2 and for defective products under the Consumer Protection Act 1987.

13.3 **We are not liable for losses arising from our misuse of the products:** We shall not be liable for any failure of the products to comply with clause 11.2 in the following circumstances:

- (a) you make further use of the product after notifying damage or defect in accordance with clause 11.1;
- (b) the defect arises because you failed to follow our oral or written instructions as to storage, installation, use, care and maintenance of the product;
- (c) you repair or alter the product without our prior written consent;
- (d) the defect arises as a result of wilful damage, negligence or abnormal storage or usage;
- (e) the defect arises as a result of excessive wear and tear or chips attributable to fair wear and tear;
- (f) the product is subject to abrasive cleaning, chemical spillage or flux damage;
- (g) the defect arises as a result of limescale;
- (h) the product, where stored for 2 months or more, are not checked regularly as to the impact of the conditions of storage on product finish.

13.4 **We are not liable for business losses.** We only supply the products for domestic and private use. If you use the products 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, or loss of business opportunity.

### **14. How we may use your personal information**

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

- (a) to supply the products to you;
- (b) to process your payment for the products; and

- (c) 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.

14.2 **We may pass your personal information to a finance provider.** Where you pay for the product by Finance Payments we may, with your express consent, pass your personal information to Omni Capital Finance.

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

## 15. Other important terms

15.1 **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.

15.2 **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.

15.3 **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.

15.4 **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.

15.5 **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.

15.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts only.