

Lower Barn Farm

TERMS AND CONDITIONS FOR USE WITH CONSUMERS FOR DISTANCE SALES



**LOWER BARN
FARM**

This page (together with the documents expressly referred to in it) provides you with information about us and the legal terms and conditions ("Terms") on which we sell any of the products ("Products") listed on our website ("our site") or in our brochures and/or marketing materials from time to time and/or provide any installation services ("Services") to you.

These Terms will apply to any contract between us for the sale of Products and/or Services to you ("Contract"). Please read these Terms carefully and make sure that you understand them, before ordering any Products and/or Services from our site, by other means of distance communication, or at a premises other than any of our permanent business premises (each a "Distance Order"). Please note that before placing a Distance Order you will be asked to agree to these Terms. If you refuse to accept these Terms, you will not be able to place a Distance Order.

We may amend these Terms from time to time as set out in clause 7. Every time you wish to place a Distance Order, please check these Terms on our site or ask us for an up-to-date version to ensure you understand the terms which will apply at that time.

These Terms, and any Contract between us, are only in the English language.

1. Information about us

1.1 We operate the website www.lowerbarnfarm.co.uk. We are Eva (UK) Limited, a company registered in England and Wales under company number 03699094 and with our registered office at Lower Barn Farm, London Road, Rayleigh, Essex SS6 9ET. Our VAT number is 769 3894 57.

1.2 Contacting us:

1.2.1 To cancel a Contract in accordance with your legal right to do so as set out in clause 8, subject to clause 8.1 I you just need to let us know that you have decided to cancel. The easiest way to do this is to complete the cancellation form [\[INSERT LINK TO FORM\]](#) on our website. A link to the website cancellation form will also be included in our Dispatch Confirmation (as defined below). If you use this method we will contact you to confirm we have received your cancellation. You can also e-mail us at sales@lowerbarnfarm.co.uk or contact our Customer Services team by telephone on

01268 200139 or by post to Lower Barn Farm, London Road, Rayleigh, Essex SS6 9ET. If you are emailing us or writing to us to cancel a Contract please include details of your Distance Order to help us to identify it. If you send us your cancellation notice by e-mail or by post, then, subject to your compliance with clause 8 (if applicable), your cancellation is effective from the date you send us the e-mail or post the letter to us.

1.2.2 If you wish to contact us for any other reason, including because you have any complaints, you can contact us by telephoning our customer service team at 01268 200139 or by e-mailing us at sales@lowerbarnfarm.co.uk.

1.2.3 If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your Distance Order.

2. Our Products

2.1 The images of the Products on our site are for illustrative purposes only. Although we have made every effort to display the colours, textures and patterns of our Products accurately, we cannot guarantee that your computer's display of the colours accurately reflect the colour of the Products and, due to the nature of many of our Products and the natural materials used in them, there will inherently be variances between the images and the actual Products. Your Products may vary slightly from those images.

2.2 Although we have made every effort to be as accurate as possible, because some of our Products are handmade, all sizes, weights, capacities, dimensions and measurements indicated on our site are subject to reasonable and immaterial variation.

2.3 The packaging of the Products may vary from that shown on images on our site.

3. Use of our site

Your use of our site is governed by our Terms of Website Use [\[INSERT LINK\]](#). Please take the time to read these, as they include important terms which apply to you.



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4. How we use your personal information

We only use your personal information in accordance with our Privacy Policy [\[INSERT LINK\]](#). Please take the time to read our Privacy Policy, as it includes important terms which apply to you.

5. Your status

- 5.1 You may only purchase Products from our site if you are at least 18 years old and a consumer (i.e. you are acting for purposes which are wholly or mainly outside your trade, business, craft or profession).
- 5.2 Certain Products on our site can only be purchased if you satisfy the legal age requirement for that Product. We are not allowed by law to supply these Products to you if you do not satisfy these age requirements. If you are underage, please do not attempt to order these Products through our site. These Products are:
 - 5.2.1 Knives (including blades and axes) – you must be 18 years of age and older; and
 - 5.2.2 Aerosol paint – you must be 16 years of age and older.

6. How a contract is formed between you and us

- 6.1 To place a Distance Order on our site, simply click the Product of your choice and go through the checkout procedure.
- 6.2 Our order process allows you to check and amend any errors before submitting your Distance Order to us. Please take the time to read and check your Distance Order at each page of the order process.
- 6.3 After you place a Distance Order, you will receive an e-mail from us acknowledging that we have received your Distance Order. However, please note that this does not mean that your Distance Order has been accepted. Our acceptance of your Distance Order will take place as described in clause 6.4.
- 6.4 We will confirm our acceptance to you by sending you an e-mail that confirms that the Products have been dispatched ("Dispatch Confirmation"). The Contract between us will only be formed when we send you the Dispatch Confirmation. If we do not have

an email address for you, we will contact you by telephone, or any other such appropriate means of communication, to confirm acceptance of your Distance Order. For the purpose of determining your rights under clause 8, the time of such telephone call or other communication will be deemed to be when the Dispatch Confirmation is sent to you.

- 6.5 If we are unable to supply you with a Product, for example because that Product is not in stock or no longer available or because we cannot meet your requested delivery date or because of an error in the price on our site, or in our brochures or marketing information, as referred to in clause 12.5, we will inform you of this by e-mail and we will not process your Distance Order. If you have already paid for the Products, we will refund you the full amount including any delivery costs charged as soon as possible.
 - 6.6 These Terms envisage that you may place a Distance Order over the telephone, at your home, or at any other such location which is not our store. In any such cases, any verbal or written communication by you of your Distance Order for Products and/or Services will constitute your offer to purchase such Products and or Services in accordance with these Terms, and these Terms will only become binding on you and us when:
 - 6.6.1 in respect of a Distance Order for Products, we send you a Dispatch Confirmation; or
 - 6.6.2 in respect of Services, we issue you with a written acceptance of your Distance Order, or otherwise contact you to confirm that we are able to provide the Services ("Confirmation of Services"), at which point a Contract will come into existence between you and us.
 - 6.7 Any quotation given by us shall not constitute an offer, and is only valid for a period of 20 working days from its date of issue.
- ### 7. Our right to vary these Terms
- 7.1 We amend these Terms from time to time.
 - 7.2 Every time you order Products and/or Services from us, the Terms in force at that time will apply to the Contract between you and us.



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7.3 Whenever we revise these Terms in accordance with this clause 7, we will keep you informed and give you notice of this by stating that these Terms have been amended.

7.4 If we have to revise these Terms as they apply to your Distance Order, we will contact you to give you reasonable advance notice of the changes and let you know how to cancel the Contract if you are not happy with the changes. You may only cancel in respect of the Products and/or Services you have yet to receive.

8. Your consumer right of return and refund

8.1 You have a legal right to cancel a Contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ("CCRs") during the period set out below in clause 8.3. This means that during the relevant period if you change your mind or decide for any other reason that you do not want to receive or keep a Product and/or receive a Service, you can notify us of your decision to cancel the Contract and receive a refund. Advice about your legal right to cancel the

Contract is available from your local Citizens' Advice Bureau or Trading Standards office.

8.2 However, this cancellation right does not apply in the case of:

8.2.1 any Products which we have identified to you as being Products that we do not normally hold in stock which we have had to order in from a supplier;

8.2.2 any Products which are made to your specification and or are clearly personalised;

8.2.3 any Products which are liable to deteriorate or expire rapidly;

8.2.4 a Contract where you have specifically requested a visit from us (or any of our employees, subcontractors or agents) for the purpose of carrying out urgent repairs or maintenance; or

8.2.5 any Products which become mixed inseparably with other items after their delivery.

8.3 Your legal right to cancel a Contract starts from the date of the Dispatch Confirmation or Confirmation of Services, which is when the Contract between us is formed. Your deadline for cancelling the Contract then depends on what you have ordered and how it is delivered, as set out in the table below:

Your Contract	End of the cancellation period
Your Contract is for a single Product (which is not delivered in instalments on separate days).	The end date is the end of 14 days after the day on which you receive the Product. Example: if we provide you with a Dispatch Confirmation on 1 January and you receive the Product on 10 January you may cancel at any time between 1 January and the end of the day on 24 January.
Your Contract is for either of the following: ● One Product which is delivered in instalments on separate days. ● Multiple Products which are delivered on separate days.	The end date is 14 days after the day on which you receive the last instalment of the Product or the last of the separate Products ordered. Example: if we provide you with a Dispatch Confirmation on 1 January and you receive the first instalment of your Product or the first of your separate Products on 10 January and the last instalment or last separate Product on 15 January you may cancel in respect of all instalments and any or all of the separate Products at any time between 1 January and the end of the day on 29 January.
Your Contract is for the regular delivery of a Product over a set period.	The end date is 14 days after the day on which you receive the first delivery of the Products. Example: if we provide you with a Dispatch Confirmation on 1 January in respect of Products to be delivered at regular intervals over a year and you receive the first delivery of your Product on 10 January, you may cancel at any time between 1 January and the end of the day on 24 January. 24 January is the last day of the cancellation period in respect of all Products to arrive during the year.
Your Contract is for the performance of Services.	The end date is 14 days after the day on which the Contract is entered into. Example: if you enter into a Contract to receive warranty services in respect of his boiler, 15 January will be the last day of the cancellation period.



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- 8.4** Please note that where you have expressly indicated that the supply of Services should begin during the cancellation period and acknowledged that your cancellation rights will be lost once we (or any of our employees, subcontractors or agents) have fully performed the Services, if you proceed to cancel the Contract during the cancellation period in accordance with you right under this clause 8, you will only be entitled to a refund in respect of such part of the Services that have not been supplied, in comparison with the full coverage of the Contract. For the avoidance of doubt, if the Contract is for the provision of a mix of Products and Services, the cancellation periods described above will apply only to the relevant element (i.e. Products or Services) of the Contract, and cancellation of either element will affect only that element of the Contract, and not the Contract as a whole.
- 8.5** To cancel a Contract, you just need to let us know that you have decided to cancel and, insofar as the Contract (or part of the Contract being cancelled) is for the purchase of Products, return such Products to us as described in clause 8.1.1. The easiest way to do this is to complete the cancellation form [INSERT LINK TO FORM] on our site. A link to the website cancellation form will be included in our Dispatch Confirmation. If you use this method we will e-mail you to confirm we have received your cancellation.
- 8.6** You can also e-mail us at sales@fireplaceproducts.co.uk or contact our Customer Services team by telephone on 01268 200139 or by post to FPP Lower Barn Farm, London Road, Rayleigh, Essex SS6 9ET. If you are e-mailing us or writing to us please include details of your Distance Order to help us to identify it. If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you send us the e-mail or post the letter to us. For example, you will have given us notice in time as long as you get your letter into the last post on the last day of the cancellation period or e-mail us before midnight on that day.
- 8.7** If you cancel your Contract during the applicable cancellation period, insofar as the Contract (or part of the Contract being cancelled) is for the purchase of Products, we will:
- 8.7.1** refund you the price you paid for the Products. However, please note we are permitted by law to reduce your refund 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;
- 8.7.2** refund any delivery costs you have paid, although, as permitted by law, the maximum refund will be the costs of delivery by the least expensive delivery method we offer (provided that this is a common and generally acceptable method). 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.
- 8.8** We shall make any refunds due to you as soon as possible and in any event within the deadlines indicated below:
- 8.8.1** 14 days after 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 8.1.1;
- 8.8.1.2** if you have not received the Product or you have received it and we have offered to collect it from you: 14 days after you inform us of your decision to cancel the Contract; or
- 8.8.1.3** 14 days after you inform us that you wish to cancel a Contract (or the Services element of a Contract) for the provision of Services.
- 8.9** If you have returned the Products to us under this clause 8 because they are faulty or mis-described, we will refund the price of the Products in full, together with any applicable delivery charges, and any reasonable costs you incur in returning the item to us (provided that such costs of return only relate to return from within the country to which the Products were originally delivered by us).



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8.10 We will refund you on the credit card or debit card used by you to pay or via PayPal if you paid by such means.

8.11 If a Product was delivered to you before or after you cancel your Contract:

8.11.1 you must return it to us without undue delay and in any event not later than 14 days after the day on which you let us know that you wish to cancel the Contract. You can either send it back, return it to us in-store or hand it to our authorised carrier. If the Product by its nature cannot be returned by post (e.g. it is a fireplace), we estimate that if you use the carrier which delivered the Product to you, these costs should not exceed £[INSERT AMOUNT]. If you have requested that we collect the Product from you, we will charge you the direct cost to us of collection. If the Contract for the purchase of the Product was an off-premises Contract (e.g. the Product was left with you when the Contract was concluded at your home) we will arrange for and bear the cost of collecting the Product from you within a reasonable period following your notice of cancellation pursuant to clause 8.5. Please see our Returns Page [INSERT HYPERLINK] for our returns address;

8.11.2 unless the Product is faulty or not as described (in this case, see clause 8.9), or by its nature, cannot be returned by post and was purchased as part of an off-premises Contract (see the explanation at clause 8.11.1), you will be responsible for the cost of returning the Products to us;

8.11.3 you have a legal obligation to keep the Products in your possession and to take reasonable care of the Products while they are in your possession;

8.12 As a consumer, you have legal rights in relation to Products that are faulty or not as described. These legal rights are not affected by your right of return and refund in this clause 8 of these Terms.

8.13 Subject to clause 8.14, if you return Products to us after the expiry of the applicable cancellation period specified in clause 8.3, but within 30 days of the date of the Dispatch Confirmation, we will refund the price of the Products (excluding delivery charges) but shall deduct the Restocking Fees set out in the table below from your refund:

Price of Product (including VAT)	Restocking Fee
Under £400	15% of price of Product (including VAT)
£400 - £1,500	12.5% of price of Product (including VAT)
Over £1,500	10% of price of Product (including VAT)

8.14 You shall have no right to return Products falling under clause 8.2, unless they are faulty or not as described. If you return Products under clause 8.13, you shall be responsible for all delivery and other such costs incurred by you in doing so. We are under no obligation to make the refund specified in clause 8.13 if the Products show signs of use or are in condition different to that when they were delivered to you. If you are unable to send the Products back to us, we may collect them from you and deduct our costs in doing so from your refund.

8.15 We may, at our absolute discretion, accept returns of Products from you after the period specified in clause 8.13 and shall be entitled to deduct such amount from your refund as we see fit.

9. Delivery of goods

9.1 You may choose to have the Products delivered to you or to collect the Products from our warehouse at [Lower Barn Farm, London Road, Rayleigh, Essex SS6 9ET]. Where you choose to collect Products, such Products shall be available at any time after we send the Dispatch Confirmation.

9.2 If you choose not to collect the Products from our warehouse, we will notify you of the delivery date for the Products, which shall be no later than 30 days after the date of the Dispatch Confirmation, unless we agree to the contrary. Occasionally our delivery to you may be affected by an Event Outside Our Control. See clause 17 for our responsibilities when this happens.



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- 9.3** If you wish to arrange a specific delivery date, you should contact us prior to placing your Distance Order to propose a date. If we have agreed, at our absolute discretion, to deliver the Products on a specific date, you may contact us to change such date provided that you may do so no later than 3 days from the delivery date. We will use our reasonable endeavours to comply with any agreed delivery date, but time of delivery shall not be of the essence, and we shall have no liability for any unforeseeable losses, pursuant to clause 16.1, incurred by you, due to our late delivery.
- 9.4** If we attempt to deliver the Products and no one is available at your address to take delivery, we will leave you a note detailing your options for redelivery or collection.
- 9.5** Delivery of a Distance Order shall be completed:
- 95.1** when we deliver the Products to the address you gave us; or
- 95.2** when you collect the Products from our warehouse, and the Products will be your responsibility from that time.
- 9.6** You own the Products once we have received payment in full, including all applicable delivery charges.
- 9.7** If we miss the 30 day delivery deadline, or as otherwise agreed, for any Products then you may cancel your Distance Order straight away if any of the following apply:
- 97.1** we have refused to deliver the Products;
- 97.2** delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
- 97.3** you told us before we accepted your Distance Order that delivery within the delivery deadline was essential.
- 9.8** If you do not wish to cancel your Distance Order straight away, or do not have the right to do so under clause 9.7, you can give us a new deadline for delivery, which must be reasonable, and you can cancel your Distance Order if we do not meet the new deadline.
- 9.9** If you do choose to cancel your Distance Order for late delivery under clause 9.7 or clause 9.8, you can do so for just some of the Products or all of them, unless splitting them up would significantly reduce their value. If the Products have been delivered to you, you will have to

return them to us or allow us to collect them, and we will pay the costs of this. After you cancel your Distance Order we will refund any sums you have paid to us for the cancelled Products and their delivery.

10. International delivery

- 10.1** If you order Products where offered for delivery to a country that is not within the UK, your Distance 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. For the avoidance of doubt, we will not render Services outside the UK.
- 10.2** 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 Distance Order.
- 10.3** You must comply with all applicable laws and regulations of the country for which the Products are destined in respect of the use to which the Products are put. We will not be liable or responsible if you break any such law.

11. Providing services

- 11.1** We will supply the Services on the dates agreed in the Confirmation of Services.
- 11.2** You shall:
- 11.2.1** allow us (and our employees, agents, or subcontractors) access to your premises to supply the Services;
- 11.2.2** co-operate with us in all matters relating to the Services; and
- 11.2.3** prepare your premises for the supply of the Services in accordance with our instructions.
- 11.3** We may need certain information from you that is necessary for us to provide the Services, for example, details of the areas at which items are to be installed and how such areas can be accessed. We will contact you about this. If you do not, after being asked by us, provide us with this information, or you provide us with incomplete or incorrect information, we may make an additional charge of a reasonable sum to cover any extra work that is required.



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- 11.4** We will not be liable for any delay or non-performance where you have not complied with clauses 11.2 or 11.3. In such cases we may suspend the Services by giving you written notice. If we suspend the Services under this clause 11.4 you do not have to pay for the Services while they are suspended, but this does not affect your obligation to pay any invoices we have already sent you.
- 11.5** We will make every effort to complete the Services on time. However, there may be delays due to an Event Outside Our Control. See clause 17 for our responsibilities when there is an Event Outside Our Control.
- 11.6** We may suspend the Services if we have to deal with technical problems. We will contact you to let you know in advance where this occurs, unless the problem is an urgent emergency. You do not have to pay for Services while they are suspended under this clause 11.6 but this does not affect your obligation to pay any invoices we have already sent you.
- 11.7** As a consumer, you have legal rights in relation to Services not carried out with reasonable skill and care, or if the materials we use are faulty or not as described. Advice about your legal rights is available from your Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect your legal rights.

12. Price of products, services and delivery charges

- 12.1** The prices of the Products will be as quoted on our site at the time you submit your Distance Order. The price of Services will be as quoted by us over the telephone or otherwise. We take all reasonable care to ensure that the prices of Products are correct at the time when the relevant information was entered onto the system. However please see clause 12.5 for what happens if we discover an error in the price of Product(s) you ordered. The prices of Products advertised in our brochures and marketing materials are correct at the time of publication.
- 12.2** Prices for our Products and/or Services may change from time to time, but changes will not affect any Distance Order you have already placed. If the prices in our brochures or marketing materials have changed since publication, we will inform you before sending you a Dispatch Confirmation.

- 12.3** The price of a Product and/or Services includes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your Distance Order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Products and/or Services in full before the change in VAT takes effect.
- 12.4** The price of a Product does not include delivery charges. Our delivery charges are as advised to you during the check-out process, before you confirm your Distance Order. To check relevant delivery charges, please refer to our Delivery Charges page [\[INSERT HYPERLINK\]](#).
- 12.5** Our site, brochures and marketing materials contain a large number of Products. It is always possible that, despite our reasonable efforts, some of the Products on our site, brochures or marketing materials may be incorrectly priced. If we discover an error in the price of the Products you have ordered we will contact you to inform you of this error and we will give you the option of continuing to purchase the Product at the correct price or cancelling your Distance Order. We will not process your Distance Order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the Distance Order as cancelled and notify you in writing. Please note that if the pricing error is obvious and unmistakeable and could have reasonably been recognised by you as a mispricing, we do not have to provide the Products to you at the incorrect (lower) price.

13. How to pay

- 13.1** You can only pay for Products using a debit card or credit card, or by PayPal. We accept the following cards: [\[LIST OF CREDIT AND DEBIT CARDS\]](#).
- 13.2** Payment for the Products and/or Services and all applicable delivery charges is in advance. We may, at our absolute discretion, accept payment for Services after they have been rendered.



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13.3 If you have chosen to pay via one of our finance options, you will be required to enter into a separate finance agreement with one of our finance providers. The finance agreement is a separate contract to between you and the finance provider and if you cancel the finance agreement, you will remain bound by these Terms, including in respect of payment for the Products. If you cancel the finance agreement it is your responsibility to find an alternative method of payment for the Products.

14. Manufacturer guarantees

14.1 Some of the Products we sell to you come with a manufacturer's guarantee. For details of the applicable terms and conditions, please refer to the manufacturer's guarantee provided with the Products.

14.2 A manufacturer's guarantee is in addition to, and does not affect, your legal rights in relation to Products that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

15. Our warranty for the Products

15.1 Unless stated otherwise on our site or when you place your Distance Order, for Products which do not have a manufacturer's guarantee and which are not:

15.1.1 clearance or ex-display Products; or

15.1.2 products that had been returned to us before being sold to you, we provide a warranty that on delivery or collection (as appropriate) and for a period of 12 months from delivery or collection, such Products shall be free from material defects. However, this warranty does not apply in the circumstances described in clause 15.4.

15.2 Unless stated otherwise on our site or when you place your Distance Order, for Products which do not have a manufacturer's guarantee and which are:

15.2.1 clearance or ex-display Products; or

15.2.2 products that had been returned to us before being sold to you, we provide a warranty that on delivery and for a period of 3 months from delivery or collection, such Products shall be free from material defects. However, this warranty does not apply in the circumstances described in clause 15.4.

15.3 For the avoidance of doubt, we do not provide a warranty on Products that have a manufacturer's guarantee.

15.4 The warranties in clauses 15.1 and 15.2 do not apply to any defect in the Products arising from:

15.4.1 fair wear and tear;

15.4.2 wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party;

15.4.3 if you fail to operate or use the Products in accordance with the user instructions;

15.4.4 any alteration or repair by you or by a third party who is not one of our authorised repairers; or

15.4.5 any specification provided by you.

15.5 The warranties provided in clauses 15.1 and 15.2 are in addition to, and do not affect, your legal rights in relation to Products that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

16. Our liability

16.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this Contract.

16.2 We only supply the Products for domestic and private use. You agree not to use the product for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

16.3 We do not in any way exclude or limit our liability for:

16.3.1 death or personal injury caused by our negligence;

16.3.2 fraud or fraudulent misrepresentation;

16.3.3 any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);

16.3.4 any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples);



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Expert Departments - One Destination

Registered in England and Wales no. 3699094. Registered VAT no. 769 3894 57.
Registered Address. EVA UK LTD, Lower Barn Farm, London Road, Rayleigh, Essex SS6 9ET

Lower Barn Farm

TERMS AND CONDITIONS FOR USE WITH CONSUMERS FOR DISTANCE SALES



**LOWER BARN
FARM**

- 16.3.5** any breach of the terms implied by section 3 to 5 of the Supply of Goods and Services Act 1982; and
- 16.3.6** defective products under the Consumer Protection Act 1987.

17. Events outside our control

- 17.1** We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in clause 17.2.
- 17.2** An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- 17.3** If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:
- 17.3.1** we will contact you as soon as reasonably possible to notify you; and
- 17.3.2** our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Products to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.
- 17.4** You may cancel a Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact us. If you opt to cancel, you will have to return (at our cost) any relevant Products you have already received and we will refund the price you have paid, including any delivery charges.

18. Communications between us

- 18.1** When we refer, in these Terms, to "in writing", this will include e-mail.
- 18.2** You may also contact us as described in clause 1.2.

19. Other important terms

- 19.1** We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms.
- 19.2** You may only transfer your rights or your obligations under these Terms to another person if we agree in writing. However if you are a consumer and you have purchased a Product as a gift, you may transfer the benefit of our warranty in clause 15 to the recipient of the gift without needing to ask our consent.
- 19.3** This Contract is between you and us. No other person shall have any rights to enforce any of its terms. However, if you are a consumer, the recipient of your gift of a Product will have the benefit of our warranty at clause 15, but we and you will not need their consent to cancel or make any changes to these Terms.
- 19.4** Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 19.5** If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 19.6** Please note that these Terms are governed by English law. This means a Contract for the purchase of Products through our site and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.



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