

Lower Barn Farm

TERMS AND CONDITIONS FOR USE WITH CONSUMERS IN STORE



**LOWER BARN
FARM**

This page provides you with information about us and the legal terms and conditions ("Terms") on which we sell products ("Products") and/or provide any installation services ("Services") to you at any of the premises operated by us ("our stores").

These terms and conditions apply to orders placed in our stores only. For items purchased online, by telephone or outside our stores, please contact us for a copy of the applicable terms and conditions.

These Terms will apply to any contract between us for the sale of Products and/or Services to you in our stores ("Contract"). Please read these Terms carefully and make sure that you understand them, before purchasing Products and/or Services. Please note that before placing an order you will be asked to agree to these Terms. If you refuse to accept these Terms, you will not be able to place the order.

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 If you wish to contact us for any reason, including because you have any complaints, you can contact us by telephoning our customer service team at 01268 780991 or by e-mailing us at sales@lowerbarnfarm.co.uk

2. Our Products

- 2.1 The images of the Products in our brochures and/or marketing materials are for illustrative purposes only. Due to the nature of many of our Products and the natural materials used in them, there will inherently be variances between the images in our brochures and/or marketing materials, or the demonstration Products displayed in our stores, and the actual Products. Your Products may vary slightly from those images or the demonstration Products displayed in our stores.

- 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 in our stores are subject to reasonable and immaterial variation.

- 2.3 The packaging of the Products may vary from that shown on images in our brochures and/or marketing materials.

3. your status

- 3.1 You may only purchase Products from our stores if you are a consumer (i.e. you are acting for purposes which are wholly or mainly outside your trade, business, craft or profession).
- 3.2 Certain Products 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 in our stores. These Products are:

- 3.2.1 Knives (including blades and axes) – you must be 18 years of age and older; and
- 3.2.2 Aerosol paint – you must be 16 years of age and older.

4. How a contract is formed between you and us

- 4.1 When placing an order in one of our stores you will be asked to sign an order form prepared by one of our stores' employees setting out the Products and/or Services that you wish to order ("Order Form").
- 4.2 You should carefully check the details of the Order Form and the Products and/or Services set out in it before signing it. Any amendments need to be made before you sign the Order Form.
- 4.3 Our acceptance of your order for Products and/or Services as set out in the Order Form will take place when we process payment for the order; and only at this point will the Contract come into existence between us.



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4.4 If:

- 4.4.1 upon placing the order; the Products are not available for immediate collection by you from one of our stores; or
- 4.4.2 you have chosen to collect the Products at a later date; or
- 4.4.3 you have chosen to have the Products delivered to you, when the Products are ready to be dispatched or collected (as appropriate), we will send you an e-mail that confirms that the Products have been dispatched or are ready to be collected ("Dispatch Confirmation"). If we do not have an email address for you, we will contact you using the means of communication provided by you on the Order Form, to confirm dispatch of your order or that it is ready for collection.

4.5 If you have ordered any Services (whether together with Products or otherwise) we will issue you with a written acceptance of your order; or otherwise contact you to confirm that we are able to provide the Services ("Confirmation of Services").

4.6 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.

5. Returns and Defective Products and Services

5.1 As a consumer, you have legal rights in relation to:

- 5.1.1 Products that are faulty or not as described; and/or
- 5.1.2 Services not carried out with reasonable skill and care, or if the materials we use are faulty or not as described.

5.2 We are under a legal duty to supply Products and or Services that are in conformity with this Contract. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

5.3 Subject to clause 5.4, if you return Products to us within 30 days of the date that you collect the Products from us or, where applicable, 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) |

5.4 You shall have no right to return the following Products unless they are faulty or not as described

5.4.1 any Products which we have identified to you as being Products that we You shall have no right to return the following Products unless they are faulty or not as described:

5.4.2 do not normally hold in stock which we have had to order in from a supplier;

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

5.4.4 any Products which are liable to deteriorate or expire rapidly; and

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

5.5 If you return Products under clause 5.3, 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 5.3 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.

5.6 We may, at our absolute discretion, accept returns of Products from you after the period specified in clause 5.3 and shall be entitled to deduct such amount from your refund as we see fit.



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6. Delivery of goods

- 6.1** 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 and they are not available for immediate collection, the Products shall be available for collection at any time after we send the Dispatch Confirmation.
- 6.2** 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 14 for our responsibilities when this happens.
- 6.3** If you wish to arrange a specific delivery date, you should propose a date when placing the order. 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 13.1, incurred by you, due to our late delivery.
- 6.4** 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.
- 6.5** Delivery of an order shall be completed:
- 6.5.1** when we deliver the Products to the address you gave us; or
- 6.5.2** when you collect the Products from our warehouse, and the Products will be your responsibility from that time.
- 6.6** You own the Products once we have received payment in full, including all applicable delivery charges.
- 6.7** If we miss the 30 day delivery deadline, or as otherwise agreed, for any Products then you may cancel your order straight away if any of the following apply:

- 6.7.1** we have refused to deliver the Products;
- 6.7.2** delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
- 6.7.3** you told us before we accepted your order that delivery within the delivery deadline was essential.
- 6.8** If you do not wish to cancel your order straight away, or do not have the right to do so under clause 6.7, you can give us a new deadline for delivery, which must be reasonable, and you can cancel your order if we do not meet the new deadline.
- 6.9** If you do choose to cancel your order for late delivery under clause 6.7 or 6.8, 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 order we will refund any sums you have paid to us for the cancelled Products and their delivery.

7. International delivery

- 7.1** If you order Products where offered for delivery to a country that is not within the UK, 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. For the avoidance of doubt, we will not render Services outside the UK.
- 7.2** 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 order.
- 7.3** 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.

8. Providing services

- 8.1** We will supply the Services on the dates agreed in the Confirmation of Services.
- 8.2** You shall:
- 8.2.1** allow us (and our employees, agents, or subcontractors) access to your premises to supply the Services;



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8.2.2 co-operate with us in all matters relating to the Services; and

8.2.3 prepare your premises for the supply of the Services in accordance with our instructions.

8.3 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.

8.4 We will not be liable for any delay or non-performance where you have not complied with clauses 8.2 or 8.3. In such cases we may suspend the Services by giving you written notice. If we suspend the Services under this clause 8.4 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.

8.5 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 14 for our responsibilities when there is an Event Outside Our Control.

8.6 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 8.6 but this does not affect your obligation to pay any invoices we have already sent you.

8.7 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.

9. Price of products, services and delivery charges

9.1 The prices of the Products and/or Services will be as quoted by us in our stores.

9.2 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 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.

9.3 The price of a Product does not include delivery charges. Our delivery charges are as advised to you before you confirm your order in one of our stores.

10. PAYMENT

10.1 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.

10.2 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.

11. Manufacturer guarantees

11.1 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.

11.2 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.



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12. Our warranty for the Products

12.2 Unless stated otherwise on the Order Form, for Products which do not have a manufacturer's guarantee and which are:

12.2.1 Clearance or ex-display Products; or

12.2.2 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 12.4.

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

12.4 The warranties in clauses 12.1 and 12.2 do not apply to any defect in the Products arising from:

12.4.1 fair wear and tear;

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

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

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

12.4.5 any specification provided by you.

12.5 The warranties at clauses 12.1 and 12.2 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.

13. Our liability

13.1 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.

13.2 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.

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

13.3.1 death or personal injury caused by our negligence;

13.3.2 fraud or fraudulent misrepresentation;

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

13.3.4 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);

13.3.5 any breach of the terms implied by section 3 to 5 of the Supply of Goods and Services Act 1982; and

13.3.6 defective products under the Consumer Protection Act 1987.

14. Events outside our control

14.1 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 14.2.

14.2 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.



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14.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

14.3.1 we will contact you as soon as reasonably possible to notify you; and

14.3.2 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.

14.4 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.

15. Communications between us

When we refer, in these Terms, to "in writing", this will include e-mail.

16. Other important terms

16.1 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.

16.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing. However if you have purchased a Product as a gift, you may transfer the benefit of our warranty in clause 12 to the recipient of the gift without needing to ask our consent.

16.3 This Contract is between you and us. No other person shall have any rights to enforce any of its terms. However, the recipient of your gift of a Product will have the benefit of our warranty at clause 12, but we and you will not need their consent to cancel or make any changes to these Terms.

16.4 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.

16.5 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.

16.6 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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