

OUR TERMS AND CONDITIONS

1. THE TERMS AND CONDITIONS

- 1.1 **What the terms and conditions cover.** This document constitutes the terms and conditions on which we supply our Goods to you.
- 1.2 **Why you should read them.** Please read these terms and conditions carefully before you submit your order to us. These terms and conditions tell you who we are, how we will provide Goods to you, how you and we may change or end the Contract, what to do if there is a problem and other important information. In ordering our Goods, you are deemed to have read and agreed to these terms and conditions.
- 1.3 **Are you a business customer or a consumer?** In some areas you will have different rights under the terms and conditions depending on whether you are a business or consumer. You are a consumer if you are an individual and you are buying Goods from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).
- 1.4 **If you are a business customer this is our entire agreement with you.** If you are a business customer these terms and conditions 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 conditions and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these terms and conditions.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 **Who we are.** We are Dowsing & Reynolds Limited, a company registered in England and Wales. Our company registration number is 8454046 and our registered office is at Scott Hall Mills, Scott Hall Street, Leeds, England, LS7 2HT. Our registered VAT number is GB175022920.
- 2.2 **How to contact us.** You can contact us by telephoning our customer service team at +44 (0) 113 8199985 or by writing to us at contact@dowsingandreynolds.com and Dowsing & Reynolds, Unit 2, Scott Hall Mills, Scott Hall Street, Leeds, LS7 2HT.
- 2.3 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms and conditions, this includes emails.
- 2.4 References in these terms and conditions to "clauses" are to clauses of these terms and conditions.

3. OUR CONTRACT WITH YOU

- 3.1 **Placing your order.** Please follow the onscreen prompts on our website to place an order. Each order is an offer by you to buy the goods specified in the order (the “**Goods**” and each a “**Good**”) subject to these terms and conditions. Where we don’t ordinarily carry the amount of stock required to fulfil your order, this will be a “**Special Order**” and the Special Order procedure will be followed as set out at clause 10.
- 3.2 **An order for Bespoke Goods.** Where you have requested to place an order for Goods which are custom made, these Goods will be “**Bespoke Goods**”. Bespoke Goods are custom made for you and are therefore non-returnable, as they cannot be resold if you change your mind. Please ensure you are happy with your choices in relation to the Bespoke Goods, before selecting the onscreen prompts to place your order.
- 3.3 **How we will accept your order.** Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us (the “**Contract**”).
- 3.4 **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 Goods. This might be because the Goods are out of stock or because we are unable to meet a delivery deadline you have specified. If we cannot accept your order and where applicable, we may follow Special Order procedure, as set out below at clause 10. We do not have to accept your order and reserve the right to refuse or cancel any order once it has been placed.
- 3.5 **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. THE GOODS

- 4.1 **Goods may vary slightly from their pictures.** The images of the Goods on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that the display of the colours on all devices, accurately reflects the colour of the Goods. Your Goods may vary slightly from those images.
- 4.2 **Goods may vary from any samples received.** The nature of our exclusive plate finishes means that the appearance of the Goods may vary from any samples you receive. There may be a slight variation in batches of Goods, but we will ensure that they match as closely as possible.

4.3 **It is prohibited to re-sell our Goods online.** We pride ourselves on our unique and exclusive Goods and therefore in Contracting with us, you agree not to re-sell any of our Goods anywhere else online. This includes (but is not limited to) selling our goods on any private website, eBay, Amazon and Not On The High Street.

5. YOUR RIGHTS TO MAKE CHANGES

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

6. OUR RIGHTS TO MAKE CHANGES

6.1 **Minor changes to the Goods.** We may change the Goods to reflect changes in relevant laws and regulatory requirements.

6.2 **More significant changes to the Goods and these terms and conditions.** In addition, we may make the following changes to these terms and conditions or the Goods, but if we do so we will notify you and you may then contact us to end the Contract before the changes take effect and receive a refund for any Goods paid for but not received.

7. PROVIDING THE GOODS

7.1 **Delivery costs.** The costs of delivery will be as displayed to you on our website and will be added to the price of the Goods ordered at the checkout.

7.2 **When we will provide the Goods.** During the order process we will let you know when we will provide the Goods to you. We will deliver the Goods to you as soon as reasonably possible and in any event within 30 days after the day on which we accept your order. With Special Orders (please see clause 10), the average delivery time is 3 months.

7.3 **Events outside our control.** If our supply of the Goods is delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of significant delay of at least two (2) weeks (a “**Significant Delay**”), you may contact us to end the Contract and receive a refund for any Goods you have paid for but not received.

7.4 **When you become responsible for the Goods.** The Goods will be your responsibility from the time we deliver them to the address you gave us.

7.5 **When you own Goods.** You own the Goods once we have received payment in full.

8. TERMINATING THE CONTRACT AND REFUNDS

8.1 **When you can end your Contract with us.** Your rights when you end the Contract will depend on whether there is anything wrong with the Goods, how we are performing, when you decide to end the Contract and whether you are a consumer or business customer:

- (a) If what you have bought is faulty or misdescribed you may have a legal right to end the Contract (or to get the Goods repaired or replaced or to get some or all of your money back) depending on whether you are a business or a consumer;
- (b) If you want to end the Contract because of something we have done or have told you we are going to do, see clause 8.2;
- (c) If you are a consumer and have just changed your mind about the Goods, see clause 8.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any Goods;
- (d) 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 8.4.

8.2 **Ending the Contract because of something we have done or are going to do.** If you are ending a Contract for any of the reasons set out at (a) to (d) below the Contract will end immediately and we will refund you in full for any Goods which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming change to the product or these terms and conditions to which you do not agree (see clause 6.2);
- (b) we have told you about an error in the price or description of the Goods you have ordered and you do not wish to proceed;
- (c) there is a risk that there may be a Significant Delay in the supply of Goods to you, caused by events outside our control; or
- (d) you are entitled to end the Contract because of something we have done wrong that infringes your legal rights.

8.3 **Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013).** If you are a consumer, then for most Goods bought online you have a legal right to change your mind within 14 days and receive a refund. Where you have placed an order for Bespoke Goods, these will be non-returnable.

8.4 **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 are not a consumer who has a right to change their mind (see clause 8.3), you can still end the Contract before it is completed, but you may have to pay us compensation. A Contract for Goods is completed when the Goods are 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 Goods 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.

8.5 **Tell us you want to end the Contract.** To end the Contract with us, please let us know by calling us on +44 (0) 113 8199985 or emailing us at contact@dowsingandreynolds.com Please provide your name, address, details of the order and, where available, your phone number and email address.

8.6 **Returning Goods after ending the Contract.** If you end the Contract for any reason after Goods have been dispatched to you or you have received them, you must return them to us. If you are exercising your right to change your mind you must send off the Goods within 14 days of telling us that you wish to end the Contract. Bespoke Goods are non-returnable.

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

- (a) if the Goods are faulty or misdescribed; or
- (b) if you are ending the Contract because we have told you of an upcoming change to the Goods or these terms and conditions, 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 (including where you are exercising your right to change your mind) you must pay the costs of return.

8.8 **How we will refund you.** Once we have received the Goods or received evidence that the Goods have been returned, we will refund any sum debited by us from your credit or debit card within 14 days.

9. OUR RIGHTS TO TERMINATE THE CONTRACT

9.1 **We may end the Contract if you break it.** We may end the Contract for the supply of Goods to you 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 5 working days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Goods for example, measurements for Bespoke Goods; or
- (c) you do not, within a reasonable time, allow us to deliver the Goods to you or collect them from us.

9.2 **You must compensate us if you break the Contract.** If we end the Contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for Goods we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the Contract.

10. SPECIAL ORDERS

10.1 Where we don't ordinarily carry the amount of stock required to fulfil your order this will be considered a Special Order and we will advise you, at the point of ordering, whether your requirements constitute such an order.

10.2 **Placing a Special Order.** We will issue you a quote for your Special Order. Our quotation for your Special Order is valid for 60 days from the date of issue. To place a Special Order, a 50% non-refundable deposit is required. The 50% balance is due prior to the goods being shipped to you.

10.3 **The delivery time on Special Orders** averages three months however, express shipping is available, at an extra cost, to speed up delivery time. We accept liability for costs incurred if your order is delayed or has exceeded the expected delivery time.

10.4 **Due the nature of our exclusive plate finishes,** the appearance of the Goods you receive may vary slightly from the samples. There is a slight variation between batches, but we will ensure that your Special Order matches as closely to the sample as possible.

10.5 **If you do not pay.** If you do not pay us for your Special Order when you are supposed to (see clause 10.2) and you still do not make payment within 5 working days of us reminding you that payment is due, we may suspend supply of the Goods until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the Goods.

11. PRICE AND PAYMENT

- 11.1 **We use PayPal and Stripe** as our online payment system providers.
- 11.2 **Where to find the price for the Goods.** The price of the Goods (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the Goods advised to you is correct. However please see clause 11.6 for what happens if we discover an error in the price of the Goods you order.
- 11.3 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the Goods, we will adjust the rate of VAT that you pay, unless you have already paid for the Goods in full before the change in the rate of VAT takes effect.
- 11.4 **If you are a VAT registered business outside of the UK but in the EU,** then you may be eligible for VAT exemption. To see if you qualify for this you will need to provide us with proof of a valid VAT certificate and complete business details. If you have already paid for your order and want to apply for a VAT refund then you will need to claim through HM customs via the link below <https://www.gov.uk/guidance/vat-eu-businesses-buying-in-the-uk-and-the-vat-refund-scheme>.
- 11.5 **If you are located outside of the EU,** contact us to remove the VAT from your order before you complete your purchase. We can't refund the VAT after a transaction is complete.
- 11.6 **If we got the price wrong.** It is always possible that, despite our best efforts, some of the Goods we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the correct price of the Goods at your order date is less than our stated price at your order date, we will charge the lower amount. If the correct price of the Goods at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order.
- 11.7 **When you must pay and how you must pay:**
- (a) For **standard orders**, you must pay for the Goods before we dispatch them. We will not charge your credit or debit card until we dispatch the Goods to you.
 - (b) For **Special Orders**, you must pay a 50% deposit on placing the order and pay the remaining 50% balance before the Goods are dispatched.

12. OUR RESPONSIBILITIES TO CONSUMERS

- 12.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms and conditions, 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.
- 12.2 **We exclude all representations and warranties relating to our website** and its contents or which is or may be provided by any affiliates or any other third party including in relation to any inaccuracies or omissions in our website and/or the Company's literature and exclude all liability for damages arising out of or in connection with use of our website. This includes, without limitation, direct loss, loss of business or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of dealings or you have advised us of the possibility of such potential loss), damage caused to your computer, computer software, systems and programs and the data thereon or any other direct or indirect, consequential and incidental damages.
- 12.3 **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 sub-contractors or for fraud or fraudulent misrepresentation.
- 12.4 **We are not liable for business losses.** If you use the Goods 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.

13. OUR RESPONSIBILITIES TO BUSINESSES

- 13.1 Nothing in these terms and conditions shall limit or exclude our liability for:
- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or sub-Contractors (as applicable);
 - (b) fraud or fraudulent misrepresentation;
 - (c) 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;
 - (d) defective products under the Consumer Protection Act 1987; or
 - (e) any matter in respect of which it would be unlawful for us to exclude or restrict liability.

13.2 Except to the extent expressly stated in clause 13.1 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.

13.3 Subject to clause 13.1:

(a) we shall not be liable to you, whether in Contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of sales, loss of business or revenue, loss of business opportunity, loss of goodwill, loss of anticipated savings or any indirect or consequential loss arising under or in connection with any Contract between us; and

(b) 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 sum equal to the price paid for the Goods.

14. YOUR RESPONSIBILITIES

14.1 **We are not liable for any damage or loss caused by or in connection with the fitting or installation of our Goods.** It is your responsibility to ensure that our Goods are fitted and installed by a qualified, professional electrician. Any electrician should be able to demonstrate one of the following qualifications: BRE Certification Limited, British Standards, Institute, ELECSA Limited, NICEIC Certification Services Ltd, or NAPIT (the “**Qualifications**” and each a “**Qualification**”) and therefore we do not accept liability for any damage or loss, whether direct or consequential, where our Goods have been fitted or installed by someone who is not in possession of an up-to-date Qualification and thus is not appropriately qualified.

14.2 **Dowsing & Reynolds in no way represents to be electricians.** We do not provide any form of electrical services, advice or expertise. Where such advice is necessary for the purchase of our Goods, this should be sought from a qualified and professional electrician with an up-to-date Qualification.

14.3 **Compliance with Part P Building Regulations 2010.** Failure to have non-portable lighting installed or fitted by a qualified electrician may be in breach of Part P of the Building Regulations 2010. We will not be liable for any direct or indirect loss caused by any such breach.

14.4 **Where you have requested the Goods to be delivered to a construction site.** It is your responsibility to ensure that the delivery address you provide us with is secure. Where you request that we deliver the Goods to a construction site, we exclude all liability for loss caused by burglary or theft.

15. **THE WARRANTY FOR OUR GOODS**

15.1 We provide a warranty on the following Goods (the “**Warranted Goods**”):

Warranted Good	Warranty Period	Territory
Switches and Sockets	10 years	UK
All other Goods (excluding light bulbs)	5 years	UK

If you have purchased a defective Good covered by a warranty, please contact us in the first instance by emailing contact@dowsingandreynolds.com or calling +44 (0) 113 8199985 and we will investigate the issue within 14 days. Advice will be provided as to the warranty procedure. Each warranty will expire at end of the warranty period shown above.

15.2 **What our warranty includes.** In the event that any Warranted Good proves to be defective, under this warranty we will either:

- (a) replace the Warranted Good or the defective part of the Warranted Good; or
- (b) if the original Good is no longer available, we will replace the Warranted Good with the closest available substitute.

With respect to our 10-year warranty for switches and sockets, we warrant that such Warranted Goods will be free from any defect to the switch mechanism only.

15.3 **Who can rely on our warranty.** This warranty can be relied upon by the original purchaser of the Warranted Good, whether this is a consumer or business purchaser. We will need to see proof of purchase such as an invoice or receipt to confirm that the warranty period has not expired.

15.4 **What our warranty excludes.** Our warranty excludes refunds for the defective Goods however replacements for Warranted Goods will be available, as mentioned above. Our warranty also excludes:

- (a) wear and tear to the fascia plates caused by normal everyday use;
- (b) Goods which have been fitted or installed by someone other than a qualified, professional electrician in possession of an up-to-date Qualification;

- (c) any payment or refund for the installation or removal of any Warranted Good, whether this be in the first instance or in respect of installing a replacement Good;
- (d) in respect of a switch or socket, any other defect unrelated to the switch mechanism; or
- (e) any damage or defect caused by:
 - (i) flooding and water;
 - (ii) fire;
 - (iii) lightning;
 - (iv) theft;
 - (v) the shipment of the Goods;
 - (vi) mis-use by the customer or any third party;
 - (vii) poor installation or fitting of the Goods;
 - (viii) electrical power fluctuations or failures; or
 - (ix) acts of God, war or other acts of violence.

15.5 **Where a Warranted Good needs to be returned to us.** In the event a Warranted Good needs to be returned to us, this warranty does not cover the postage costs of such return. We do not accept liability for Goods lost or damaged in transit and therefore if returning Goods, you must do so by trackable courier at your own expense.

15.6 **Limitation of Liability under our warranty.**

- (a) We shall under no circumstances whatsoever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of sales, loss of business or revenue, loss of business opportunity, loss of goodwill, loss of anticipated savings, loss of time, or any indirect or consequential loss arising under or in connection with a defective Warranted Good.
- (b) We do not exclude or limit our liability for death or personal injury caused by our negligence or the negligence of our employees or agents; or for fraud or fraudulent misrepresentation.
- (c) Our warranty in no way limits or affects the statutory rights available to consumers in relation to the Goods.

16. DATA PROTECTION

16.1 In processing your Personal Data, we will comply with all relevant Data Protection Legislation including the Data Protection Act 1998 until the effective date of its

repeal and from 25 May 2018, the General Data Protection Regulation ((EU) 2016/679) (the “**Data Protection Legislation**”).

16.2 **How we will use your Personal Data.** We will use the personal information you provide to us (the “**Personal Data**”) for the proper and lawful operation of our obligations under this agreement, including:

- (a) to supply the Goods to you;
- (b) to process your payment for the Goods;
- (c) to maintain records of your purchase, necessary for us to process any warranty claim made by you; and
- (d) if you agreed to this during the order process, to give you information about similar Goods that we provide, but you may stop receiving this at any time by contacting us.

16.3 If we intend to use your Personal Data for a different purpose from that which it was originally collected it for, we will provide details of the new purpose to you before processing.

16.4 In relation to our processing your Personal Data, you have a number of rights under the Data Protection Legislation, including:

- (a) the right of access to the Personal Data;
- (b) the rights of correction of and objection to use of the Personal Data;
- (c) the right of erasure (deletion) of the Personal Data;
- (d) the right to Personal Data portability;
- (e) the right to withdraw consent of our use of the Personal Data; and
- (f) the right to make a complaint to your local data protection authority, (the UK Information Commissioner in the UK) in respect of how the Personal Data is used.

If you wish to exercise any of the above rights (a) to (e), please contact us by using the contact details stated at clause 2 of these terms and conditions. You can complain to the UK Information Commissioner by calling +44303 123 1113.

16.5 We warrant that we shall only process your Personal Data for the purposes set out in clause 16.2 or in accordance with any specific instructions in writing, that you provide us with in respect of processing an order for you.

16.6 We will only give your Personal Data to third parties where the law either requires or allows us to do so.

17. OTHER IMPORTANT TERMS

17.1 Assignment and transfer.

- (a) We may assign or transfer our rights and obligations under the Contract to another entity but will always notify you by posting on our website if this happens.
- (b) You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.

17.2 Variation. Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).

17.3 Waiver. If we do not insist that you perform any of your obligations under the Contract, 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 or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.

17.4 Severance. Each paragraph of these terms and conditions operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

17.5 Third party rights. The Contract is between you and us. No other person has any rights to enforce any of the terms and conditions.

17.6 Governing law and jurisdiction. This Contract is governed by English law and each party irrevocably agrees to submit all disputes arising out of or in connection with this Contract to the exclusive jurisdiction of the English courts.