

# Terms and Conditions - Supply and Fit

These terms and conditions together with the Online Quote Request Form, the Customer Purchase Order and any Variation of Contract Form which has been signed by you, together constitute the contract between you and us ("Contract") to the exclusion of all other terms unless agreed otherwise between us and you in writing. Please read all the documentation carefully as you will be legally bound by the Contract. In the event of any conflict between a provision in these terms and conditions and the terms in the Customer Purchase Order, the terms of the Customer Purchase Order shall prevail.

## 1. Definitions

These definitions are designed to help you understand these terms and conditions.

**"Commissioned Works"** means the manufacture of bespoke products and the installation of them into the Property, which you have commissioned us to undertake

**"Confirmation of Survey Form"** means the form provided to you by our Surveyor at the time of the survey. This form confirms the details of the survey and information you have provided to us (written, and/or verbal) as well as the information in the Online Quote Form

**"Consumer"** means an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession

**"Customer Purchase Order"** means the form we provide to you containing the initial quotation for the Commissioned Works and the Works Specification, once we receive the Online Quote Request Form or your verbal or written enquiry as the case may be

**"day"** means any week-day, being Monday to Friday inclusive, but not including bank holidays in England and Wales

**"Products"** means the bespoke products manufactured and/or supplied by us to you, which may include windows and doors

**"Property"** means the property at which the bespoke products are to be installed, the address of which is on the Customer Purchase Order

**"Variation of Contract Form"** means the form which will be provided by us to you in the event that following completion of the survey either the quotation or the Works Specification, or both, need to be amended

**"we"** means Lomax & Wood Limited, and **"us"**, **"our"** and **"ours"** shall be construed accordingly

**"Works Specification"** means the specification of the Commissioned Works, which will be provided on the Customer Purchase Order and/or the Variation of Contract Form and which gives details of the work we will be carrying out

**"you"** means you, the customer, and **"your"** and **"yours"** shall be construed accordingly

**"writing"** includes email but excludes faxes.

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

1. We are Lomax & Wood Limited a company registered in England and Wales. Our company registration number is 02963683 and our registered office is at North Barn, Thoby Lane, Mountnessing, Essex CM15 0SY. Our registered VAT number is 651019074.
2. You can contact us by telephoning our sales team on 01277 353857, or by writing to us at [sales@lomaxwood.co.uk](mailto:sales@lomaxwood.co.uk).

3. 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 Customer Purchase Order.

### 3. First Quotation and Survey

1. Once we have received your enquiry (by telephone, email or post) we will telephone you to confirm the information you have provided. We will then provide an initial quotation over the telephone for the price of the Commissioned Works, and we will also confirm the quotation to you in writing. This quotation is given in good faith, is only valid for a period of 30 days and is subject to survey. A copy of these terms and conditions together with a completed Customer Purchase Order stating the quoted price will also be provided with the quotation. You should retain a copy of these terms and conditions for future reference if sent by post or print off a copy of those provided in the email.
2. If you accept our initial quotation, please sign and date the Customer Purchase Order (which will detail the Works Specification) and return them to us enclosing the deposit payment of 50% of the amount quoted for the Commissioned Works, You may also make this payment over the telephone by credit/debit card. If sending us a cheque, please make it payable to Lomax & Wood Limited. Please also ensure you write your name and the Property address on the back of the cheque. Your Customer Purchase Order shall only be deemed to be accepted by us when we issue written acceptance of your Customer Purchase Order, acknowledging receipt of your payment, at which point and on which date the Contract shall come into existence on these terms and conditions.
3. As soon as we have issued written acceptance of your Customer Purchase Order we will arrange for our surveyor to visit the Property to ascertain whether there are any further factors we need to take into account before we commence the Commissioned Works. If our surveyor ascertains that the Commissioned Works will cost more than we originally quoted (for example because you need to install new lintels) or you decide to add extra features to the Commissioned Works, or alter the specification of the Commissioned Works, or having carried out the survey, we decide that the Commissioned Works are not viable for us to undertake, we reserve the right to:
  1. amend the initial quotation; or
  2. decide not to continue with the Contract, in which case we reserve the right to deduct a reasonable administration fee before refunding the deposit to you. If we decide to cancel the Contract, we will inform you in writing within 14 days of the survey.
4. Your payment of the deposit to us constitutes your confirmation that we may send our surveyor to your Property. We aim to send our surveyor out at the earliest opportunity, but in any case, within 21 days of receipt of the deposit. If you decide to change your mind and not continue with the Contract, you may cancel it for a full refund, provided:
  1. our surveyor has not already attended the Property; and
  2. you send us written notice of cancellation by either email or post to the address given in clause 18 within 7 days of having paid the deposit.
5. Once the survey has been carried out, our surveyor will inform us if it will be necessary to amend the quotation, in which case we will provide you with a Variation of Contract Form either through our surveyor on site or by post. This will state the reason for the variation, any additional costs, any revision to the Works Specification and the amount of additional deposit money required from you in order to bring the total deposit money paid by you to equal 50% of the revised quotation in respect of the Commissioned Works. If you wish to accept this revised quotation (and revised Works Specification if applicable), you should sign the Variation of Contract Form and give it back to the surveyor (if applicable, in which case we will send a copy of it back to you) or send it back to us. If you accept the Variation of Contract form at the time of the survey, you can also give the surveyor a cheque for the balance deposit or telephone us to pay by credit card.
6. If you do not wish to accept the revised quotation, you may cancel the Contract, providing you give us written notice of cancellation in accordance with clause 20 within 7 days of the date of the Variation of

Contract Form. If relevant, you may decide to continue with the Contract, but not confirm your request for additional features or altered specification (if applicable), in which case our surveyor will inform us that no changes to the quotation are required.

7. If at this stage you decide not to continue with the Contract, provided you give us notice in accordance with clauses 2 or 21 (as applicable) and within 7 days as mentioned in clause 3.6, we will refund your deposit, subject to our right to deduct a reasonable administration fee, which at this stage will be cost of the survey (£330 including VAT). If in the meantime you have confirmed that we may lodge any necessary planning applications in relation to the Commissioned Works, we will also deduct the costs we have incurred in this regard to date from your deposit; however we will let you know what these costs are beforehand.
8. The Contract constitutes the entire agreement between us. 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 the Contract.
9. These terms and conditions apply to the Contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

## 4. Commencement of Manufacture

As soon as we receive the Confirmation of Survey Form and if applicable the Variation of Contract Form, we will commence the process of manufacturing your Products.

## 5. Your Obligations

1. You shall grant our surveyor and our representatives unrestricted access to the Property at all reasonable times for the purpose of taking measurements, carrying out the Commissioned Works and for any subsequent remedial work if required.
2. You shall permit us to any site, any skips, ladders, scaffolding, vehicles or other equipment at the Property for the purposes of completing our contractual obligations.
3. You agree at your own cost to provide such electricity, gas, water and other necessary facilities to enable us to complete the installation of the Products and if necessary any remedial works.
4. In the event of access being required to neighbouring land it will be your responsibility to ensure that access is granted. We shall not be held liable for any delays arising out of your inability to gain access to such neighbouring land.
5. We reserve the right to charge you for any additional reasonable costs and expenses we may incur as a result of your failure to comply with clause 5.3 or clause 5.4.
6. You authorise us to carry out credit checks against you. We reserve the right to terminate the Contract if we deem that you are an unsuitable credit risk, in which case, subject to our right to deduct our reasonable administration fee and the other provisions of these terms and conditions, we will refund your deposit to you.
7. You must apply for any necessary planning permissions in respect of the Commissioned Works. If the Property is a listed building, is situated within a conservation area, an area of outstanding natural beauty, a national park or the Norfolk and Suffolk Broads or subject to direction under Article 4 of the Town and Country Planning (General Permitted Development) Order 1995 ("Order"), you will need to make the necessary application to the relevant authority in respect of the Commissioned Works.
8. Should any such application:
  1. be accepted but only on condition that the works specified must be revised, you shall indemnify us against any increase in costs we incur as a result; or

2. In the event of either 5.8.1 or the application is refused; we reserve the right at our sole discretion to cancel the Contract in which case we will refund you your deposit subject to deductions for any costs we may have incurred.
9. If you have not sought the necessary planning permission and the property is situated within a conservation area, an area of outstanding natural beauty, a national park, the Norfolk and Suffolk Broads or is the subject to a direction under Article 4 of the Order we shall be entitled to assume without any further enquiry, that the Property is not subject to any such restrictions. We accept no liability whatsoever in the event of enforcement or other action by any person, statutory body, local authority or any other such body if it turns out to be the case that the relevant consents should have been obtained.

## 6. Our Obligations

1. We will make good any damage we cause during the installation of the Products to plaster, floors, rendering or brickwork immediately surrounding any of our Products installed, however we will be under no obligation to leave the surrounding areas in a better condition than they were in before work commenced.
2. We do not undertake to replace any tiles or repair any specialised finishes on the areas surrounding the installation of the Products (including but not limited to wallpaper or paintwork). Further we do not undertake to remove intact any pane of glass from old windows.
3. We do not accept responsibility for any damage resulting from structural or other defects in the Property which does not arise solely as a result of the installation of the Products.
4. Unless otherwise agreed in writing, we do not undertake to re-site any gas, electrical wiring, plumbing or telephone installations, which may be necessary in order for us to carry out our obligations under the Contract. You should make suitable arrangements for any such re-sitting to be carried out prior to our commencement of the installation of the Products. We will not be liable for any delay in carrying out the installation as a result of your failure to make such suitable arrangements.

## 7. Price and Payment

1. The price for the Commissioned Works shall be the price stated on the Customer Purchase Order, or the Variation Contract Form (as the case may be) mentioned in clause 3.5.
2. Unless otherwise agreed in writing the payment terms stated on the quotes and invoices stand.
  1. Standard payments are 50% deposit with order and balance prior to delivery.
  2. The payment terms stated in 7.2.1 apply to materials and labour.
  3. In addition to the invoiced amounts under clause 7.2.1, we will also add any extra costs we have incurred as a result of the event detailed in clause 5.8.1.
3. You shall make all payments to us in full, without deduction or set-off in cleared funds by the due date. "Cleared funds" means that the funds must have reached our bank account which will be indicated on our invoice.
4. Payment shall be in advance to the agreed date to allow delivery to proceed. Goods can be inspected prior to delivery if agreed in writing at point of order placement.
5. All payments made by credit card will be subject to a 2.5% surcharge to cover the costs levied against us by the relevant credit card companies.
6. **If you are purchasing Products as a business**, all invoices for payment will be subject to VAT at the prevailing rate unless we deem that no VAT is payable, upon your production of the requisite written evidence. If no VAT is charged initially, but we subsequently become aware that VAT should have been charged, we will send you a VAT invoice in respect of the VAT due, which you must settle immediately. **If you are purchasing Products as a Consumer**, all prices are inclusive of VAT.

7. In the event you do not pay us by the due date, without prejudice to any other remedy we may have, we reserve the right:
  1. to charge interest on the amount due at a rate of 4% above the base rate of Barclays Bank Plc, such interest accruing on a daily basis from and including the due date to the date we receive payment in cleared funds; and/or
  2. to terminate the Contract or suspend any further processing of the Commissioned Works.

## 8. Cancellation and Refunds

1. Subject to giving us notice as set out in clause 2 or 21 (as applicable), you have the right to cancel the Contract in accordance with clause 3.4 and clause 3.6. Please see those clauses and also clause 3.7 for details of the refund you will receive in those circumstances.
2. In the event you cancel the Contract otherwise than in accordance with the clauses mentioned in clause 8.1 above, we reserve the right to charge the following cancellation charges:
  1. 30% of the total Contract price if we have not yet commenced actual manufacture of the Products;
  2. 80% of the total Contract price if we have commenced manufacture of the Products, but none have yet been installed in the Property; or
  3. If we have commenced installation of the Products at the Property, you will be liable for the full Contract price.
3. On early termination of the Contract for whatever reason, all amounts payable to us under the Contract shall become due immediately despite any other provision.

## 9. Delivery

1. Unless we agree otherwise in writing, delivery of the Products shall take place at the Property within 14 days of us giving you notice that the Products are ready for delivery.
2. Any dates we specify for delivery of the Products are intended to be an estimate and time for delivery shall not of the essence. If no dates are specified, delivery shall be within a reasonable time.
3. Whilst we shall use our best endeavours to deliver the Products in accordance with any specified delivery dates, delivery may be delayed due to circumstances beyond our control, including, without limitation:
  1. delay in the delivery of the Products to us by our supplier;
  2. rejection of defective or faulty Products delivered to us by our supplier;
  3. amendments to the Works Specification by you; or
  4. fire or flooding at our supplier's premises,and in such circumstances, we shall have no liability to you whatsoever for late delivery.
4. **If you are purchasing Products as a Consumer**, in the event of substantial delay you may contact us to receive a refund for any Products you have paid for but not received.
5. **If you are purchasing Products as a business**, subject to the other provisions of the Contract, including, without limitation, clause 9.3, we shall not be liable for any direct, indirect or consequential loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Products (even if caused by our negligence), nor shall any delay entitle you to terminate or rescind the Contract.
6. If for any reason you fail to accept delivery of any of the Products when they are ready for delivery, or we are unable to deliver the Products on time because you have not provided appropriate instructions:
  1. risk in the Products shall pass to you (including for loss or damage caused by our negligence);
  2. the Products shall be deemed to have been delivered; and
  3. we may store the Products until we are able to deliver them to you, whereupon you shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

7. If you fail to accept redelivery within a reasonable period of time of our initial attempt to deliver the Products, we may sell them at the best price readily obtainable, and account to you for any balance money after deduction of all expenses and costs, or invoice you for the shortfall as the case may be.

## 10. Non-delivery

1. **This clause 10 shall only apply if you are purchasing Products as a business.**
2. We shall not be liable for non-delivery of any of the Products (even if caused by our negligence) unless you give us written notice of the non-delivery within 7 days of the date when the Products should have been delivered.
3. Any liability on our part for non-delivery of the Products shall be limited to replacing the missing Products within a reasonable time.

## 11. Consumer Specific Clauses

1. **This clause 11 shall only apply if you are purchasing Products as a Consumer.**
2. As the Products supplied by us are made to your specification, you have no right to cancel the Contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
3. We are under a legal duty to supply Products that are in conformity with the Contract. See the box below for a summary of your key legal rights in relation to the Products. Nothing in these terms and conditions 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.

If your product is goods, for example a window frame, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected life of your product your legal rights entitle you to the following:

- up to 30 days: if your item is faulty, then you can get a refund.
- up to six months: if your faulty item can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- up to six years: if the item can be expected to last up to six years you may be entitled to a repair or replacement, or, if that doesn't work, some of your money back.

If your product is services, for example installation or fitting services, the Consumer Rights Act 2015 says:

- you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- if you haven't agreed a price upfront, what you're asked to pay must be reasonable.
- if you haven't agreed a time upfront, it must be carried out within a reasonable time.

4. If you wish to exercise your legal rights to reject Products, as specified in the above box, you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please call customer services on [NUMBER] or email us at [ADDRESS] for a return label or to arrange collection.
5. 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 the 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.
6. If we are providing installation services in your Property, we will make good any damage to your Property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your Property that we discover while providing the installation services.

## 12. Risk/title

1. **This clause 12 shall only apply where you are purchasing Products as a business.**
2. The Products are at your risk from the time of delivery. This means we will not be liable for any damage to them after they have been delivered, unless caused by our negligence.

## 13. Description

1. The quantity of the Products and description of the Commissioned Works shall be as set out in the Customer Purchase Order and/or Variation of Contract Form as the case may be.
2. All samples, drawings, descriptive matter, specifications and advertising issued by us and any descriptions or illustrations contained in our catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the products described in them. They shall not form part of the Contract and this is not a sale by sample.

## 14. Quality

1. We warrant that (subject to the other provisions of the Contract) on delivery, and for the periods set out in clause 15 the Products shall:
  1. be of satisfactory quality within the meaning of the Sale of Goods Act 1979;
  2. be reasonably fit for any particular purpose for which the Products are being bought if you had made known that purpose to us in writing and we have confirmed in writing that it is reasonable for you to rely on our skill and judgement; and
  3. we further warrant that we will carry out the installation of the Products with reasonable care and skill.
2. **If you are purchasing Products as a business**, we shall not be liable for a breach of any of the warranties in clause 14.1 unless you give us written notice of the defect, within a reasonable period of time of when you discover or ought to have discovered the defect. If the defect is as a result of damage in transit to the Property, you must notify us in writing within 48 hours of delivery.
3. We shall not be liable for a breach of any of the warranties in clause 14.1 if:
  1. the defect arises because you have failed to follow our written instructions as to the storage, installation, commissioning, use or maintenance of the Products; or
  2. the defect arises because of damage caused to the Products during any period of storage at the Property, prior to installation; or
  3. you alter or repair the Products without our written consent.
4. **If you are purchasing Products as a business**, subject to clause 14.2, clause 14.3 and clause 15, if any of the Products or the installation of any of them does not conform with any of the warranties in clause 14.1

we shall repair or replace such Products (or the defective part) or refund the price of such Commissioned Works at the pro rata contract rate. If we comply with this clause 14.4 we shall have no further liability for a breach of any of the warranties in clause 14.1 in respect of such Commissioned Works.

5. Any Products replaced shall belong to us and any repaired or replacement Products shall be guaranteed on the terms of the Contract for the unexpired portion of the guarantee periods set out in clause 15.

## 15. Guarantee and Further Warranty

1. Subject to the following exclusions and to clause 14.2 (**if you are purchasing Products as a business**) we undertake to repair or replace free of charge any Products we manufacture which prove defective as a result of faulty materials or workmanship:
  1. in respect of our standard range - 5 five years of the date of installation;
  2. in respect of our contemporary range - 3 years from the date of installation;
  3. in respect of the glazing in double glazed units - 10 years from the date of installation;
  4. in respect of curved "on plan" sealed units - 1 year from the date of installation.
2. Our formal written guarantee ("Guarantee") will be sent to you upon receipt of the balance payable pursuant to clause 7.2.1.
3. The Guarantee does not cover any Commissioned Works which are provided for units installed in swimming pool enclosures or enclosures or buildings which are subject to excessive amounts of steam.
4. We warrant that the coating on Products will not blister or flake (excluding natural resin exudation and movement around knots) for the following periods:
  1. standard three coat opaque joinery - 5 years (or 3 years in the case of our contemporary range);
  2. non-standard finishes:
    1. two coat opaque – 3 years;
    2. one coat primer – 3 months;
    3. three coat translucent stain – 3 years;
    4. two coat translucent stain – 1 year

In all cases, we advise that you should make regular maintenance inspections of at least yearly intervals.

5. The Guarantee and the warranties provided in this clause 15 shall not apply in respect of the following and we accept no liability for:
  1. damage due to accident, flood, neglect, misuse, faults, pollution or premature deterioration which result from your failure to comply with our maintenance instructions printed on the reverse on the Guarantee; or
  2. the failure of the Commissioned Works to reduce or eliminate condensation; or
  3. damage resulting from subsidence due to soil shrinkage or mine workings; or
  4. minor defects due to plaster work due to settlement; or
  5. damage or deterioration to the Commissioned Works arising out of normal wear and tear; or
  6. damage caused by excessive cleaning process or hosing down of the Commissioned Works; or
  7. damage to Products which are installed or stored in unventilated areas; or where sill projections exceed 85mm.
6. We expressly exclude any warranty that the colour or shade of the glass in our bespoke windows will match that of glass in your other Products or in Products supplied by us under a previous contract.
7. In the event you sell the Property, subject to your having complied with the conditions of the Guarantee, we will on request transfer the unexpired portion of the Guarantee to the new owner. We reserve the right



to inspect the Commissioned Works prior to agreeing to transfer. We further reserve the right to charge the purchaser a transfer fee of £385.00 inclusive of VAT, and the fee shall increase on an annual basis in line with the Retail Price Index.

## 16. Limitation and Exclusion of Liability

1. **This clause 16 shall only apply if you are purchasing Products as a business.**
2. Subject to clauses 9.3, 9.5, 12.2, 14 and 15, the following provisions set out our entire financial liability (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you in respect of:
  1. any breach of the terms of the Contract; and
  2. any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
3. All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
4. Nothing in these conditions excludes or limits our liability:
  1. for death or personal injury caused by our negligence; or
  2. under section 2(3) of the Consumer Protection Act 1987; or
  3. for any matter which it would be illegal for us to exclude or attempt to exclude our liability; or
  4. for fraud or fraudulent misrepresentation.
5. Subject to clause 16.2 and clause 16.3:
  1. our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the price for the Commissioned Works; and
  2. we shall not be liable to you for any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

## 17. Assignment

1. We may assign the Contract or any part of it to any person, firm or company.
2. You shall not be entitled to assign the Contract or any part of it without our prior written consent.

## 18. Force Majeure

Subject to clause 9.3, we reserve the right to defer the date of delivery or to cancel the Contract if we are prevented from or delayed in the carrying on of our business due to circumstances beyond our reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes, or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 12 months, either of us shall be entitled to give the other notice in writing to terminate the Contract.

## 19. General

1. Each right or remedy of ours under the Contract is without prejudice to any other right or remedy of ours whether under the Contract or not.

2. If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
3. Our failure or delay in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of our rights under the Contract.
4. Any waiver by us of any breach of, or any default under, any provision of the Contract by you shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
5. The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
6. The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts. **If you are purchasing Products as a Consumer**, if you live in Scotland you can bring legal proceedings in respect of the Products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Products in either the Northern Irish or the English courts.

## 20. Data Protection

1. **If you are purchasing Products as a Consumer**, we will use the personal information you provide to us:
  - i. to supply the Products to you;
  - ii. to process your payment for the Products; and
  - iii. if you agree to this during the order process, to inform you about similar Products that we provide, but you may stop receiving these at any time by contacting us.
2. We will only give your personal information to third parties where the law either requires or allows us to do so.

## 21. Communications

1. **This clause 21 shall only apply if you are purchasing Products as a business. If you are purchasing Products as a Consumer**, please refer to clause 2 for how to contact us.
2. All communications between the parties about the Contract shall be in writing and delivered by hand, email or sent by pre-paid first class post:
  1. (in case of communications to us) for the attention of our Legal Section, to our registered office at Plexus House, 1 Cromwell Place, South Kensington, London, SW7 2JE or such changed address as we shall notify to you; or
  2. (in the case of the communications to you) to your address as set out on the Customer Purchase Order or such other address as you shall notify to us in writing.
3. Communications shall be deemed to have been received:
  1. if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or
  2. if delivered by hand, on the day of delivery; or
  3. if sent by email on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day.

## 22. Owner of the Property

1. By entering into the Contract, you confirm that you are the owner of the Property and that you have complete authority to enter into the Contract. You also confirm that you accept the terms of the Contract.

2. We reserve the right to carry out checks to verify the ownership of the Property. If we discover that you are in breach of clause 22.1, we may in our absolute discretion cancel the Contract in which case you shall indemnify us against all costs, claims, damages and proceedings of whatever nature which arise as a result of your unauthorised commissioning of the Commissioned Works and further you shall be liable for all costs we have incurred in complying with our obligations under the Contract up to the date of and as a result of such cancellation.