

Our terms

1. These terms

1.1 What these terms cover. These are the terms and conditions on which we supply products to you.

1.2 Why you should read them. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

1.3 Are you a business customer or a consumer? In some areas, you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:

- You are an individual.
- You are buying products 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 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 that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

2. Information about us and how to contact us

2.1 Who we are. We are Direct 2 Limited a company registered in England and Wales. Our company registration number is 09498202 and our registered office is C/O Lloyd Piggott 2nd Floor, St George's House, 56 Peter Street, Manchester, England, M2 3NQ. Our registered VAT number is 265 5989 45.

2.2 How to contact us. You can contact us by telephoning our customer service team at 0161 713 8282 or by emailing us at mail@direct2ltd.com.

2.3 How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

3. Our contract with you

3.1 How we will accept your order. Our acceptance of your order when we confirm payment from to you at which point a contract will come into existence between you and us.

3.2 If we cannot accept your order. If we are unable to accept your order, we will inform you of this and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.

3.3 Your quote number. We will assign a quote number to you when we provide you with details of any quote. It will help us if you can tell us the order number whenever you contact us about your order.

3.4 We only sell to the UK. Unfortunately, we do not accept orders from addresses outside the UK.

4. Our products

4.1 Products may vary slightly from their pictures. The images of the products on our website are for illustrative purposes only.

4.2 Making sure your measurements are accurate. If products are being made to measurements you have provided you are responsible for ensuring that these measurements are correct. We will not be held responsible for any miscalculations or incorrect measurements provided by you in any circumstances.

5. Your rights to make changes

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

6. Our rights to make changes

6.1 Minor changes to the products. We may change the product:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements.

7. Providing the products

7.1 Delivery costs. The costs of delivery will be outlined in the quotation we provide to you.

7.2 When will the suppliers provide the products. The products are delivered directly from the supplier so delivery times will inevitably vary. During the order process we will let you know when we expect that the suppliers to provide the products to you. Information regarding product availability dates are estimates based on information from our suppliers, these dates can be liable to change and should be taken as only a guide. If you require an item by a specific date, it is best to contact us to ensure that your required item will be available by the date needed.

7.3 We are not responsible for delays outside our control. If supply of the products is delayed by an event outside the supplier's 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.

- 7.4 If you are not at home when the product is delivered.** If no one is available at your address to take delivery we may leave you a note informing you of how to rearrange delivery or collect the products from a local depot. Additional charges may be charged by the supplier for any failed or rearranged delivery.
- 7.5 If you do not re-arrange delivery.** If after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot (where the supplier offers this option) the supplier will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite the supplier's reasonable efforts, it is unable to contact you or re-arrange delivery or collection we may end the contract and clause 10.2 will apply.
- 7.6 When you become responsible for the goods.** A product which is goods will be your responsibility from the time we deliver the product to the address you gave us or you or a carrier organised by you collect it from us.
- 7.7 When you own goods.** You own a product which is goods once we have received payment in full.
- 7.8 What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the products to you, for example, measurements. If so, this will have been stated in the description of the products on your quote. We will contact you in writing to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 10.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
- 7.9 Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product to:
- (a) deal with technical problems or make minor technical changes;
 - (b) update the product to reflect changes in relevant laws and regulatory requirements;
 - (c) make changes to the product as requested by you or notified by us to you (see clause 6.).
- 7.10 Your rights if we suspend the supply of products.** We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 3 months and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.
- 7.11 We may also suspend supply of the products if you do not pay.** If you do not pay us for the products when you are supposed to (see clause 14.4) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the products until you

have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will not suspend the products where you dispute the unpaid invoice (see clause 14.6). We will not charge you for the products during the period for which they are suspended. As well as suspending the products we can also charge you interest on your overdue payments (see clause **Error! Reference source not found.**).

8. Your rights to end the contract

8.1 You can always end your contract with us. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, 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 product repaired or replaced or a service re-performed or to get some or all of your money back), **see** clause 12. if you are a consumer and clause 13. if you are a business;
- (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 product, 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 8.6.

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

- (a) we have told you about an upcoming change to the product or these terms which you do not agree to (see clause **Error! Reference source not found.**);
- (b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- (c) (except where the products are bespoke manufactured products) there is a risk that supply of the products may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 3 months; or
- (e) if you are a non-business consumer you have a legal right to end the contract because of something we have done wrong which include your statutory rights to terminate .

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 products bought online you have a legal

right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

8.4 When business and non-business consumers do not have a right to change their minds.

Your right as a business and non-business consumer to change your mind does not apply in respect of:

- (a) any products that are made specifically to order; and
- (b) any products which become mixed inseparably with other items after their delivery.

8.5 How long do consumers have to change their minds? If you are a consumer how long you have to change your mind depends on what you have ordered and how it is delivered.

- (a) **Have you bought goods?**, if so you have 14 days after the day you (or someone you nominate) receives the goods, **unless**:
 - (i) **Your goods are split into several deliveries over different days.** In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery.
 - (ii) **Your goods are for regular delivery over a set period.** In this case you have until 14 days after the day you (or someone you nominate) receives the first delivery of the goods.

8.6 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 8.1), 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 product is 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 products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

9. How to end the contract with us (including if you are a consumer who has changed their mind)

9.1 Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:

- (a) **Phone or email.** Call customer services on 0161 713 8282; or
- (b) **Email.** email us at mail@direct2ltd.com

Please provide your name, home address, details of the order and, where available, your phone number and email address

9.2 Returning products after ending the contract. If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them directly to the supplier in accordance with their individuals return policy. If you are a consumer exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.

9.3 When the supplier will pay the costs of return. The supplier will pay the costs of return:

- (a) if the products are faulty or misdescribed; or
- (b) if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.

In all other circumstances (including where you are a consumer exercising your right to change your mind) you must pay the costs of return.

9.4 What we charge for collection. If you are responsible for the costs of return and the supplier is collecting the product from you, the supplier may charge you the cost to us of collection. It is your responsibility to check any such costs directly with the supplier as we will not be responsible for any collection or associated charges.

9.5 How we will refund you. If you are entitled to a refund under these terms we will refund you the price you paid for the products including delivery costs (where applicable), by the method you used for payment. However, we may make deductions from the price, as described below.

9.6 When we may make deduction from refunds if you are a consumer exercising your right to change your mind. If you are exercising your right to change your mind we may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

9.7 When your refund will be made. We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind then:

- (a) If the products are goods and we have not offered to collect them, your refund will be made within 14 days from 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 9.2.
- (b) In all other cases, your refund will be made within 14 days of your telling us you have changed your mind

10. Our rights to end the contract

10.1 We may end the contract if you break it. We may end the contract for a product at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example, measurements; or
- (c) you do not, within a reasonable time, allow us to deliver the products to you or collect them from us.

10.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

10.3 We may withdraw the product. We may write to you to let you know that we are going to stop providing the product. We will let you know at least 3 days in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

11. If there is a problem with the product

How to tell us about problems. If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at 0161 713 8282 or write to us at mail@direct2ltd.com

12. Your rights in respect of defective products if you are a consumer

12.1 If you are a consumer we are under a legal duty to supply products that are in conformity with this contract. Nothing in these terms will affect your legal rights.

12.2 Your obligation to return rejected products. If you wish to exercise your legal rights to reject products 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 0161 713 8282 or email us at mail@direct2ltd.com for a return label or to arrange collection. Our returns department works in conjunction with our manufacturers, our manufacturers want to be informed of any products deemed to be faulty; therefore all items returned as faulty will be returned to the manufacturer for examination. Once the manufacturer and our returns department have agreed that the product is faulty, then the item can be replaced or credited. We will endeavour to process this as quickly as possible subject to the manufacturer's timescales. However, if the item is deemed to be defective, due to your handling or fair wear and tear, then the item will be returned to you and no replacement or refund issued

13. Your rights in respect of defective products if you are a business

13.1 If you are a business customer we warrant that on delivery any products which are goods shall:

- (a) Conform in all material respects with their description and any relevant specification; and
- (b) be free from material defects in design, material and workmanship.

13.2 Subject to clause 13.3, if:

- (a) you give us notice in writing within a reasonable time of discovery that a product does not comply with the warranty set out in clause 13.1;
- (b) we are given a reasonable opportunity of examining such product; and
- (c) you return such product to us at our cost,

we shall, at our option in conjunction with the manufacturer, repair or replace the defective product, or refund the price of the defective product in full.

- 13.3 We will not be liable for a product's failure to comply with the warranty in clause 13.1 if:
- (a) you make any further use of such product after giving a notice in accordance with clause 13.2(a);
 - (b) the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the product or (if there are none) good trade practice;
 - (c) the defect arises as a result of us following any drawing, design or specification supplied by the Customer;
 - (d) you alter or repair the product without our written consent; or
 - (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.
- 13.4 Except as provided in this clause 13. we shall have no liability to you in respect of a product's failure to comply with the warranty set out in clause 13.1.
- 13.5 These terms shall apply to any repaired or replacement products supplied by us under clause 13.2.

14. Price and payment

- 14.1 Where to find the price for the product.** The price of the product (which includes VAT) will be the price indicated on the order pages or communicated to you when you placed your order. We take all reasonable care that the price of the product advised to you is correct. However please see clause 14.3 for what happens if we discover an error in the price of the product you order.
- 14.2 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 product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- 14.3 What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.
- 14.4 When you must pay and how you must pay.** We accept payment via STRIPE, BACS or debit card over the telephone. You must pay for the products before we dispatch them.

- 14.5 Our right of set-off if you are a business customer.** If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 14.6 What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.
- 15. Our responsibility for loss or damage suffered by you if you are a consumer**
- 15.1 We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 15.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products including the right to receive products which are: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us and for defective products under the Consumer Protection Act 1987
- 15.3 We are not liable for business losses.** If you are a consumer we only supply the products for to you for domestic and private use. If you use the products for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause 16.
- 16. Our responsibility for loss or damage suffered by you if you are a business**
- 16.1** Nothing in these terms shall limit or exclude our liability for:
- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (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.
- 16.2** 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.
- 16.3** Subject to clause 16.1:

- (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, 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 100% of the total sums paid by you for products under such contract.

17. How we may use your personal information

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

- (a) to supply the products to you;
- (b) to process your payment for the products; and
- (c) if you agreed to this during the order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.

17.2 We may pass your personal information to credit reference agencies. Where we extend credit to you for the products we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.

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

18. Other important terms

18.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this.

18.2 Nobody else has any rights under this contract (except someone you pass your guarantee on to). This contract is between you and us. No other person shall have any rights to enforce any of its terms.

18.3 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

18.4 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

18.5 Which laws apply to this contract and where you may bring legal proceedings if you are a consumer. These terms are governed by English law and you can bring legal proceedings in

respect of the products in the English courts. 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.

18.6 Which laws apply to this contract and where you may bring legal proceedings if you are a business. If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.