

## HOME LEISURE DIRECT

### STANDARD TERMS AND CONDITIONS OF BUSINESS

#### SECTION 1

#### **TERMS AND CONDITIONS THAT APPLY TO YOU: PLEASE NOTE, AS WITH MOST BUSINESSES, THERE ARE SOME DIFFERENCES BETWEEN THE TERMS WE OFFER TO CONSUMERS AS COMPARED TO THOSE WE OFFER TO BUSINESS CUSTOMERS**

For example, business customers can't cancel their orders, they have different rights where there is a problem with a product and we don't compensate them in the same way for losses caused by us or our products.

You are a business customer if you are buying products wholly or mainly for use in connection with your trade, business, craft or profession, even if you are an individual. You are a consumer if you are not a business customer (e.g. where you are buying products for your own personal use).

Where you are a consumer the Standard Terms and Conditions of Business for Consumers will apply (see Section 2 below). Where you are a business customer, the Standard Terms and Conditions of Business for Business Customers (see Section 3 below) will apply.

Please ensure you read the correct Terms and Conditions of Business, depending on whether you are classed as a consumer or business customer.

Please note that we may change our Terms and Conditions of Business from time to time and the current version at the time of your purchase will be valid.

#### SECTION 2

### STANDARD TERMS AND CONDITIONS OF BUSINESS FOR CONSUMERS

**We request that you note the right of cancellation in clause 2 and the limitation of liability in clause 7.**

#### 1. GENERAL

1.1 In these terms and conditions ("**Conditions**"):

"**Contract**" means the contract between us and you for the sale and purchase of the Goods in accordance with these Conditions.

"**Delivery Address**" means the address for delivery of the Goods to you, as indicated by you when placing an Order;

"**Goods**" means any goods (including all components, parts and accessories) to be supplied by us to you under the Contract;

"**Order**" means an order for Goods placed by you in store, on the telephone or online by submitting an Order Form via the Website);

"**Order Form**" means our order form on which Orders for Goods may be placed by you on the Website;

"**our/ us/ we**" means Home Leisure Direct Limited, a company registered in England and Wales with company registration number 6364345 whose registered office address is Unit 8 Redhill Farm Business Park, Marshacre Lane, Elberton, Bristol, BS354AL;

"**Website**" means our website which is located at [www.homeleisuredirect.com](http://www.homeleisuredirect.com); and

“**you/ your**” means the person who purchases the Goods from us.

- 1.2 The supply of Goods to you by us is subject to these Conditions. Please read through these Conditions carefully before placing an Order and print a copy for your future reference. By placing an Order with us you confirm your acceptance of these Conditions.
- 1.3 Once the Contract has been made between you and us, no variation of the Contract shall apply unless confirmed in writing by or on behalf of a Director of Home Leisure Direct Limited. We reserve the right to amend and update these Conditions from time to time without notice. You are required to check these Conditions before you place an Order. The current version of these Conditions when your Order is placed will apply to that Order.
- 1.4 You must be over the age of 18 years to place an Order through the Website and we reserve the right not to accept an Order where we reasonably believe that you do not meet this requirement.

## **2. ACCEPTANCE OF ORDERS AND CANCELLATION**

- 2.1 Where Goods are ordered from the Website you will be required to submit an Order Form. You will also be required to click through, read and accept these Conditions before being able to proceed with your Order. Goods may also be ordered over the telephone or in store.
- 2.2 We will then send an automatic receipt of your Order to the email address you have provided (for the avoidance of doubt this will not constitute our acceptance of your Order).
- 2.3 All Goods are subject to availability. If the Goods you have ordered are unavailable we will contact you to advise of the date of availability or to discuss the supply of a suitable alternative item. Should you wish to cancel your Order at this point then you will be able to do so. If we accept your Order, we will send you written confirmation of acceptance of the Order (“**Acceptance Notice**”) at which point the Contract shall come into existence between you and us incorporating these Conditions.
- 2.4 Sometimes we reject orders, for example, because a product is unexpectedly out of stock, because a credit reference we have obtained is unsatisfactory, because we can't verify your age, because you are located outside our delivery areas, as stated on the Website or because the product was mispriced by us. When this happens, we will let you know as soon as possible and refund any sums you have paid.
- 2.5 Orders received on Saturdays, Sundays, public holidays or after 1pm on weekdays will be processed on the next working day.
- 2.6 Except as set out in clause 2.7, we shall not be bound to accept the cancellation, alteration or suspension by you of any Order that we have issued an Acceptance Notice for.
- 2.7 For most of our products bought online or over the telephone you have a legal right to change your mind about your purchase and receive a refund of what you paid for it, including the delivery costs. This is subject to some conditions, as set out below.
- 2.8 If you want to change your mind and cancel your order you must do so within 14 days from the date of delivery of them. To let us know you want to change your mind, contact us at <https://www.homeleisuredirect.com/company/notice-of-cancellation.html>.
- 2.9 Returned Goods must be in the same condition as they were delivered (with the original packaging, unused and/ or flat-packed where appropriate). Unless the Goods are faulty, you must pay any delivery costs for their return. We will not accept returns or cancellations if the Goods have been altered in any way. You have a duty to take reasonable care of the Goods whilst they are in your possession. If the Goods you are returning are either damaged by you or due to your poor packaging then on inspection of the Goods we reserve the right to reject the return and you will incur the cost of re-delivery to your address and no refund will be processed. We will only refund standard delivery costs (if applicable). We don't refund any extra you have

paid for extra delivery charges (e.g. where we deliver Goods upstairs or out of our normal geographical zone, e.g. Scotland), express delivery or delivery at a particular time.

- 2.10 We refund you within 14 days of receiving them back from you. We refund you by the method you used for payment. We don't charge a fee for the refund.
- 2.11 All bespoke Goods (where you have specified certain colours, woods, additional branding, or any other type of variation which do not come as standard) are non-refundable.
- 2.12 You must tell us immediately if you cancel your credit arrangement in respect of any bespoke Goods (as described in clause 2.11). If you do cancel your credit arrangement in respect of those bespoke Goods, then you must pay us for those Goods within seven days starting the day after you cancel the credit arrangement.

### **3. DESCRIPTION**

- 3.1 For the avoidance of doubt all sizes, measurements, drawings, descriptive matter, specifications, illustrations, guidance, advice (including our Games Room Designer tool available on our Website) and advertising issued by us on the Website are an approximation and are published for the sole purpose of giving an approximate idea of the Goods described.
- 3.2 You will be responsible for ensuring that the Order Form and Acceptance Notice are complete and accurate, and that the Goods will fit through doorways and have sufficient room to enable their use on your premises. You acknowledge and accept that we will not be held responsible should this not be the case. We will not be responsible for any mistakes made on the Order Form by you regarding incorrect product ordered, contact, address or delivery details. Where an error has been made you must notify us in writing of the correct details before the Goods have been dispatched or as soon as possible thereafter.

### **4. PRICE AND PAYMENT**

- 4.1 Unless otherwise agreed in writing, the price of the Goods shall be the price confirmed in the Acceptance Notice.
- 4.2 All prices, fees, charges, disbursements, expenses and other sums payable hereunder are in pounds sterling (£) and are inclusive of Value Added Tax.
- 4.3 The cost of postage and packaging per item can be found next to the Goods advertised on the Website. Please note that postage and packaging is mainly dependent on the size, weight and frailty of the Goods. If you have any specific delivery requirements, then please contact us in advance of placing an Order.
- 4.4 Payment details will be taken at the point of Order. We accept Mastercard, Visa, American Express, Solo, Delta or Maestro. Payments are processed once you have received an Acceptance Notice from us and will be processed via our provider's secure payment system.
- 4.5 You must ensure that all payment details you provide to us for the purpose of purchasing any Goods are correct, and that the credit or debit card which you use is your own, that there are sufficient funds or credit facilities to cover the cost of any Goods, and that you are over the age of 18 years. We reserve the right to obtain validation and verification of the authenticity of your credit card or debit card details before processing your Order.

### **5. DELIVERY**

- 5.1 The Goods shall be delivered to the Delivery Address as set out in the Order Form, or to such other place of delivery as is agreed by us in writing prior to delivery of the Goods at any time after we issue an Acceptance Notice.
- 5.2 Delivery will be deemed as successfully made once the Goods have arrived at the Delivery Address and signed for either by you or by someone at the delivery address on your behalf. In

the case of delivery to certain organisations such as hospitals, airports, hotels, ships and other business premises, the signature of any person authorised to accept delivery on behalf of the organisation will be accepted as proof of delivery.

- 5.3 Prior to delivery, you will be contacted to agree a time with the courier for delivery. If you are not available to accept delivery of the Goods, re-delivery may take up to 7-10 working days and you will be charged for the cost of re-delivery.
- 5.4 We reserve the right to only deliver to the cardholder's registered address for Goods priced more than £200. We do not normally deliver on Saturdays, Sundays or public holidays.
- 5.5 We reserve the right to charge you postage and packaging and delivery expenses where we deem appropriate. See <https://www.homeleisuredirect.com/company/Delivery-Policy.html> for further details.
- 5.6 Times or delivery dates for delivery of Goods may vary and are intended to be an estimate only. Approximate times for delivery of certain items can be found next to the Goods advertised on the Website and will be confirmed in the Acceptance Note. Please note that in exceptional circumstances delivery can take up to 6 weeks.
- 5.7 All Goods are available for delivery in most places in mainland UK. Special delivery arrangements can be made to the Channel Islands, Northern Ireland, Republic of Ireland Isle of Wight, Isle of Man, Cornwall, and the Scottish Isles or Highlands. If you live in one of these locations please contact us in advance of placing an Order so that we can advise you of availability and any additional charges for delivery.
- 5.8 Where Goods are installed by us on delivery, you are required to inspect the Goods before signing the delivery note. You must inform us within 48 hours of installation by emailing us at [customerservice@homeleisuredirect.com](mailto:customerservice@homeleisuredirect.com) if you discover any surface defects or marks on the Goods.
- 5.9 Where Goods are packaged, you must report any defects you discover on opening the packaging to us within 48 hours of delivery by emailing us at [customerservice@homeleisuredirect.com](mailto:customerservice@homeleisuredirect.com).

## **6. QUALITY**

- 6.1 If you think there is something wrong with your product, you must either bring it into one of our stores or contact our Customer Service Team by emailing [customerservice@homeleisuredirect.com](mailto:customerservice@homeleisuredirect.com).
- 6.2 We honour our legal duty to provide you with products that are as described to you on the Website and that meet all the requirements imposed by law. Your legal rights are summarised below. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk). Remember too that you have several options for resolving disputes with us (see clause 9 below).

### ***Summary of your key legal rights***

- 6.3 If your product is goods, for example a billiards table, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:
  - 6.3.1 Up to 30 days: if your goods are faulty, then you can get a refund.
  - 6.3.2 Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
  - 6.3.3 Up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

- 6.4 If your product is services, for example installation of a billiards table, the Consumer Rights Act 2015 says:
- 6.4.1 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.
  - 6.4.2 If a price hasn't been agreed upfront, what you're asked to pay must be reasonable.
  - 6.4.3 If a time hasn't been agreed upfront, it must be carried out within a reasonable time.

## **7. LIMITATION OF LIABILITY**

- 7.1 The following provisions set out our entire financial liability (including any acts or omissions of our employees, agent and subcontractors) to you in respect of:
- 7.1.1 any breach of the Contract; and
  - 7.1.2 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 7.2 Nothing in the Contract excludes or limits our liability for:
- 7.2.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
  - 7.2.2 fraud or fraudulent misrepresentation;
  - 7.2.3 any matter in respect of which it would be unlawful for us to exclude or restrict liability (including in respect of our liability under the terms implied by the Consumer Rights Act 2015).
- 7.3 Except as set out in clause 7.2, our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance of the contract shall be limited to the price you have paid us for the Goods.
- 7.4 We're responsible for losses you suffer caused by us breaking the Contract up to the price you have paid us for the Goods unless the loss is of the type described below (in which case we will have no liability to you for any losses your suffer):
- 7.4.1 Unexpected. It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).
  - 7.4.2 Caused by a delaying event outside our control.
  - 7.4.3 Avoidable. Something you could have avoided by taking reasonable action. For example, damage to a billiards table we provided because you cleaned it with products that we told you were not suitable.
  - 7.4.4 A business loss. Our liability for any loss you suffer in connection with your trade, business, craft or profession is limited as set out in clause 8 of our Standard Terms and Conditions of Business for Business Customers (see Section 3).

## **8. DATA PROTECTION**

We use any personal data you give us in accordance with our Privacy Notice which can be found at [https://www.homeleisuredirect.com/company/privacy\\_policy.html](https://www.homeleisuredirect.com/company/privacy_policy.html)

## 9. COMPLAINTS AND DISPUTES

- 9.1 Our Customer Service Team (who you can contact by emailing customerservice@homeleisuredirect.com) will do their best to resolve any problems you have with us or our products. If you're not satisfied with how we handle your complaint, you can still go to court.
- 9.2 The Contract is governed by English law. Wherever you live, you can bring claims against us in the English courts and if you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. If you are a consumer we can claim against you in the courts of the country you live in.

## 10. MISCELLANEOUS

- 10.1 The headings to the Contract are for convenience only and shall not affect their construction.
- 10.2 In the Contract to one gender shall include each other gender and words denoting the singular shall include the plural and vice-versa.
- 10.3 References to any statute or statutory provision will, unless the context otherwise requires, be construed as a reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.
- 10.4 We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.
- 10.5 The Contract is between you and us. Nobody else can enforce it, under the Contracts (Rights of Third Parties) Act 1999 or otherwise, and neither of us will need to ask anybody else to sign-off on ending or changing it.
- 10.6 If any portion of the Contract is held by any competent authority (such as a court) to be invalid or unenforceable in whole or in part, the validity or enforceability of the other sections of the Contract shall not be affected.

## SECTION 3

### STANDARD TERMS AND CONDITIONS OF BUSINESS FOR BUSINESS CUSTOMERS

#### 1. GENERAL

- 1.1 In these terms and conditions ("**Conditions**"):

"**Contract**" means the contract between us and you for the sale and purchase of the Goods in accordance with these Conditions.

"**Delivery Address**" means the address for delivery of the Goods to you, as indicated by you when placing an Order;

"**Goods**" means any goods (including all components, parts and accessories) to be supplied by us to you under the Contract;

"**Order**" means an order for Goods placed by you in store, on the telephone or online (by submitting an Order Form via the Website) with us;

"**Order Form**" means our order form on which Orders for Goods may be placed by you on the Website;

"**our/ us/ we**" means Home Leisure Direct Limited, a company registered in England and Wales with company registration number 6364345 whose registered office address is Unit 8 Redhill Farm Business Park, Marshacre Lane, Elberton, Bristol, BS354AL;

“**Website**” means our website which is located at [www.homeleisuredirect.com](http://www.homeleisuredirect.com); and

“**you/ your**” means the person who purchases the Goods from us.

- 1.2 The supply of Goods to you by us is subject to these Conditions. Please read through these Conditions carefully before placing an Order and print a copy for your future reference. By placing an Order with us you confirm your acceptance of these Conditions. These Conditions apply to the exclusion of any other terms that the you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 1.3 Once the Contract has been made between you and us, no variation of the Contract shall apply unless confirmed in writing by or on behalf of a Director of Home Leisure Direct Limited. We reserve the right to amend and update these Conditions from time to time without notice. You are required to check these Conditions before you place an Order. The current version of these Conditions when your Order is placed will apply to that Order. You must be over the age of 18 years to place an Order and we reserve the right not to accept an Order where we reasonably believe that you do not meet this requirement.
- 1.4 The Contract together with our order documents (including our Order Form where applicable) constitutes the entire agreement between the parties and supersede any prior promises, representations, undertakings or implications whether written or oral. Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

## **2. ACCEPTANCE OF ORDERS AND CANCELLATION**

- 2.1 Where Goods are ordered from the Website you will be required to submit an Order Form. You will also be required to click through, read and accept these Conditions before being able to proceed with your Order. Goods may also be ordered over the telephone or in store.
- 2.2 We will then send an automatic receipt of your order to the email address you have provided (for the avoidance of doubt this will not constitute our acceptance of your Order).
- 2.3 All Goods are subject to availability. If the Goods you have ordered are unavailable we will contact you to advise of the date of availability or to discuss the supply of a suitable alternative item. Should you wish to cancel your Order at this point then you will be able to do so. If the Goods ordered are available, we will then send you written confirmation of acceptance of the Order (“**Acceptance Notice**”) at which point the Contract shall come into existence subject to these Conditions.
- 2.4 Sometimes we reject orders, for example, because a product is unexpectedly out of stock, because a credit reference we have obtained is unsatisfactory, because we can't verify your age, because you are located outside our delivery areas, as stated on the Website or because the product was mispriced by us. When this happens, we will let you know as soon as possible and refund any sums you have paid.
- 2.5 Orders received on Saturdays, Sundays, public holidays or after 1pm on weekdays will be processed on the next working day.
- 2.6 We shall not be bound to accept the cancellation, alteration or suspension by you for whatever cause of any Order so confirmed and the agreement by us to any such cancellation, alteration or suspension shall be subject to you indemnifying us in full in respect of all and any expenses and loss incurred or sustained by us as a result.
- 2.7 No cancellation, alteration or suspension of a request or Order shall be valid or binding unless notified in writing to Us, and also agreed to in writing by us.

### **3. DESCRIPTION**

- 3.1 For the avoidance of doubt all sizes, measurements, drawings, descriptive matter, specifications, illustrations, guidance, advice (including our Games Room Designer tool available on our Website) and advertising issued by us on the Website are an approximation and are published for the sole purpose of giving an approximate idea of the Goods described.
- 3.2 You will be responsible for ensuring that the Order Form and Acceptance Notice are complete and accurate, and that the Goods will fit through doorways and have sufficient room to enable their use on your premises. You acknowledge and accept that we will not be held responsible should this not be the case. You acknowledge and accept that we will not be responsible for any mistakes made on the Order Form by you regarding incorrect contact, address or delivery details. Where an error has been made you will be solely responsible for notifying us in writing of the correct details before the Goods have been dispatched or as soon as possible thereafter.

### **4. PRICE AND PAYMENT**

- 4.1 Unless otherwise agreed in writing, the price of the Goods shall be the price confirmed in the Acceptance Notice.
- 4.2 All prices, fees, charges, disbursements, expenses and other sums payable hereunder are in pounds sterling (£) and are inclusive of Value Added Tax.
- 4.3 The cost of postage and packaging per item can be found next to the Goods advertised on the Website. Please note that postage and packaging is mainly dependent on the size, weight and frailty of the Goods. If you have any specific delivery requirements then please contact us in advance of placing an Order.
- 10.7 Payment details will be taken at the point of Order. We accept Mastercard, Visa, American Express, Solo, Delta or Maestro. Payments are processed once you have received an Acceptance Notice from us and will be processed via our provider's secure payment system.
- 4.4 You undertake that all details you provide to us for the purpose of purchasing any Goods are correct, and that the credit or debit card which you use is your own, that there are sufficient funds or credit facilities to cover the cost of any Goods, and that you are over the age of 18 years. We reserve the right to obtain validation and verification of the authenticity of your credit card or debit card details before processing your Order.

### **5. DELIVERY**

- 5.1 The Goods shall be delivered to the Delivery Address as set out in the Order Form, or to such other place of delivery as is agreed by us in at any time after we issue an Acceptance Notice.
- 5.2 Delivery will be deemed as successfully made once the Goods have arrived at the Delivery Address and signed for either by you or by someone at the delivery address on your behalf. Risk in Goods shall pass to you on delivery. In the case of delivery to certain organisations such as hospitals, airports, hotels, ships and other business premises, the signature of any person authorised to accept delivery on behalf of the organisation will be accepted as proof of delivery.
- 5.3 Prior to delivery, you will be contacted to agree a time with the courier for delivery. If you are not available to accept delivery of the Goods, re-delivery may take up to 7-10 working days and you will be charged for the cost of re-delivery.
- 5.4 We reserve the right to only deliver to the cardholder's registered address for Goods priced more than £200. We do not normally deliver on Saturday, Sundays or public holidays.
- 5.5 We reserve the right to charge you postage and packaging and delivery expenses where deemed appropriate in accordance with the postage and packaging prices set out on the Website from time to time.

- 5.6 Times or delivery dates for delivery of Goods from the date of acceptance of your Order may vary and are intended to be an estimate only. Approximate times for delivery of certain items can be found next to the Goods advertised on the Website and will be confirmed in the Acceptance Note. We shall not be liable for any delay in delivery of the Goods that is caused by any circumstance or event described in clause 10 or the your failure to provide the us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods. Please note that in exceptional circumstances delivery can take up to 6 weeks.
- 5.7 If we fail to deliver the Goods, our liability shall be limited to re-delivering the Goods within a reasonable time (or offering a suitable alternative to the Goods where such Goods are unavailable) or issuing a credit note for the value of the price paid by you. We shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by any circumstance or event described in clause 10 or your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 5.8 All Goods are available for delivery in most places in mainland UK. Special delivery arrangements can be made to the Channel Islands, Northern Ireland, Republic of Ireland Isle of Wight, Isle of Man, Cornwall, and the Scottish Isles or Highlands. If you live in one of these locations please contact us in advance of placing an Order so that we can advise you of availability and any additional charges for delivery.
- 5.9 Where Goods are installed by us on delivery, you are required to inspect the Goods before signing the delivery note. You must inform us within 48 hours of installation by emailing us at [customerservice@homeleisuredirect.com](mailto:customerservice@homeleisuredirect.com) if you discover any surface defects or marks on the Goods.
- 5.10 Where Goods are packaged, you must report any defects you discover on opening the packaging to us verbally within 24 hours and in writing within 48 hours of delivery by emailing us at [customerservice@homeleisuredirect.com](mailto:customerservice@homeleisuredirect.com).

## 6. NON-DELIVERY

- 6.1 We shall not be liable for any non-delivery of the Goods unless written notice is given to Us within 7 days of the date when the Goods would in the ordinary course of events have been received.
- 6.2 Our liability (if any) for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note for the value of the price paid for such Goods.

## 7. QUALITY

- 7.1 We warrant that subject to the Contract upon delivery and for a period of 12 months from the date of delivery ("**Warranty Period**") the Goods will be:
- 7.1.1 of satisfactory quality within the meaning of the Sale of Goods Act 1979;
  - 7.1.2 reasonably fit for any purpose held out by Us;
  - 7.1.3 conform in all material respects with their description and any relevant specification;  
and
  - 7.1.4 be free from material defects in design, material and workmanship.
- 7.2 We shall not be liable for a breach of any of the warranties in clause 6.1 unless:
- 7.2.1 you give us the notice required by clause 5.9 or 5.10 (as applicable) when you discover any defect on delivery of the Goods;
  - 7.2.2 you give written notice of the defect to us during the Warranty Period within 7 days of when you discover or ought to have discovered the defect; and

- 7.2.3 we are given a reasonable opportunity after receiving the notice of examining the Goods and you (if asked to do so) return the Goods to our place of business at our cost.
- 7.3 We shall not be liable for a breach of the warranties in clause 7.1 where;
- 7.3.1 you make any further use of the Goods after giving such notice as required by clause 7.2.1 or 7.2.2;
- 7.3.2 the defect arises because you failed to follow our oral or written instructions as to the storage, installation, use of, or maintenance of the Goods or (if there are none) good trade practice;
- 7.3.3 you alter or repair the Goods without our written consent;
- 7.3.4 the defect arises because we followed any drawing, design or specification supplied by you; or
- 7.3.5 the defect arises because of fair wear and tear, wilful damage, negligence, or abnormal working conditions.
- 7.4 Subject to the provisions of this clause 7, if any of the Goods do not conform with any of the warranties in clause 7.1, you may request that we repair or replace the Goods or refund the full price of such Goods provided that on our request you shall (at our cost and expense) return the Goods or the part of the Goods which is defective to us. This will be your only remedy for breach of the warranty. These Conditions shall apply to any repaired or replacement products supplied by us.

## **8. LIMITATION OF LIABILITY**

- 8.1 Subject to clause 8.2 the following provisions set out our entire financial liability (including any acts or omissions of our employees, agent and sub- contractors) to you in respect of:
- 8.1.1 any breach of the Contract;
- 8.1.2 any representation, statement or tortuous act or omission including negligence arising under or in connection with the contract;
- 8.2 Nothing in the Contract excludes or limits our liability for:
- 8.2.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- 8.2.2 fraud or fraudulent misrepresentation;
- 8.2.3 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; or
- 8.2.4 any matter in respect of which it would be unlawful for us to exclude or restrict liability..
- 8.3 Subject to clause 8.2 and clause 8.4:
- 8.3.1 our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance of the contract shall be limited to the price that you have paid to us for the Goods; and
- 8.3.2 we shall not be liable to you for any claims, costs, expenses, liabilities, losses, proceedings and demands of any nature arising in connection with the Contract, or for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for

consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the contract.

- 8.4 We exclude 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 to the fullest extent permitted by law.

## **9. DATA PROTECTION**

We use any personal data You give us in accordance with our Privacy Notice which can be found at [https://www.homeleisuredirect.com/company/privacy\\_policy.html](https://www.homeleisuredirect.com/company/privacy_policy.html)

## **10. FORCE MAJEURE**

We shall not be liable to you for any failure or delay in the performance of our obligations if such failure or delay is caused or contributed to by to circumstances outside our reasonable control including, without limitation, strike, lock-out or other industrial action (whether or not relating to either party's workforce), terrorist activity, civil commotion, government action, acts of God, war or national emergency or other circumstances beyond Our reasonable control. If the event in question continues for a continuous period in excess of three months then you or we shall be entitled to give notice in writing to terminate the Contract and we will give you a full refund of any amounts that you have paid in advance.

## **11. MISCELLANEOUS**

- 11.1 The headings to the Contract are for convenience only and shall not affect their construction.
- 11.2 Where the context so admits reference in the Contract to one gender shall include each other gender and words denoting the singular shall include the plural and vice-versa.
- 11.3 References to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.
- 11.4 Failure or delay by us 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. No waiver of any of the Contract by either party shall be deemed to be a further or continuing waiver of any subsequent breach of that term or condition or any other term or condition.
- 11.5 You shall not be entitled to assign or sub-licence or part with possession of any of your rights or liabilities hereunder. We shall be free to sub-contract the performance of all or part of our obligations hereunder.
- 11.6 A person who is not party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 11.7 Any copyright, trade-marks or other intellectual property rights contained on the Website and in all particulars, brochures or other material prepared by us shall belong to us unless otherwise stated.
- 11.8 The Contract and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the law of England.
- 11.9 The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract.
- 11.10 If any portion of the Contract is held by any competent authority to be invalid or unenforceable in whole or in part, the validity or enforceability of the other sections of the Contract shall not be affected.

## **12. NOTICES AND SERVICE**

- 12.1 Any notice required under the Contract shall (unless otherwise provided) be in writing and delivered in person, sent by registered mail or sent by email to:
- 12.1.1 in our case, to our registered office or such address as we may from time to time designate by notice hereunder or by email to sales@homeleisuredirect.com; and
  - 12.1.2 in your case, to your registered office (if you are a limited company) or (in any other case) to any of your addresses (including any email address) set provided when you placed your Order or such other address as shall be notified by you to us.
- 12.2 Any such notice shall be considered to have been received:
- 12.2.1 if delivered by hand, at the time the notice is left at the proper address;
  - 12.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting; or
  - 12.2.3 if sent by email, at the time of transmission, or, if this time falls outside working hours in the place of receipt, when working hours resume.
- 12.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.