

OUR TERMS AND CONDITIONS

This page (together with our *Privacy Policy*, *Terms of Website Use* and *Website Acceptable Use Policy*) tells you information about us and the legal terms and conditions (**Terms**) on which we sell any of the products (**Products**) listed on our website (**our site**) to you. These Terms will apply to any contract between us for the sale of Products to you (**Contract**). We may amend these Terms from time to time.

1. INFORMATION ABOUT US

We operate the website www.howetools.co.uk. We are Howe Tools Limited, a company registered in England and Wales under company number 09176611 and with our registered office at 3rd Floor, 207 Regent Street, London, W1B 3HH. Our VAT number is 192 8744 65. You may contact us by telephoning our customer service team at 0333 004 3000 or by e-mailing us at sales@howetools.co.uk.

These Terms, and any Contract between us, are only in the English language.

2. USE OF OUR SITE AND YOUR PERSONAL INFORMATION

Your use of our site is governed by our *Terms of website use* and *Website Acceptable Use Policy*. We only use your personal information in accordance with our *Privacy Policy*.

3. IF YOU ARE A BUSINESS CUSTOMER

- 3.1 If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you use our site to purchase Products.
- 3.2 These Terms and any our *Privacy Policy*, *Terms of Website Use* and *Website Acceptable Use Policy* constitutes the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.
- 3.3 You acknowledge that in entering into this Contract you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or our *Privacy Policy*, *Terms of Website Use* and *Website Acceptable Use Policy*.
- 3.4 You and we agree that neither of us shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

4. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

4.1 After you place an order, you will receive an e-mail from us acknowledging that we have received your order. However, please note that this does not mean that your order has been accepted. We will confirm our acceptance to you by sending you an e-mail that confirms that the Products have been dispatched (**Dispatch Confirmation**). The Contract between us will only be formed when we send you the Dispatch Confirmation.

5. YOUR CONSUMER RIGHT OF RETURN AND REFUND

This clause 5 only applies if you are a consumer.

5.1 If you are a consumer, you have a legal right to cancel a Contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 during the period set out below in *clause 5.2*. This means that during the relevant period if you change your mind or decide for any other reason that you do not want to receive or keep a Product, you can notify us of your decision to cancel the Contract and receive a refund. Advice about your legal right to cancel the Contract is available from your local Citizens' Advice Bureau or Trading Standards office.

5.2 Your legal right to cancel a Contract starts from the date of the Dispatch Confirmation (the date on which we e-mail you to confirm our acceptance of your order), which is when the Contract between us is formed. Your deadline for cancelling the Contract then depends on what you have ordered and how it is delivered, as set out in the table below:

Your Contract	End of the cancellation period
Your Contract is for a single Product (which is not delivered in instalments on separate days).	The end date is the end of 14 days after the day on which you receive the Product.
Your Contract is for either one Product which is delivered in instalments on separate days, or multiple Products which are delivered on separate days.	The end date is 14 days after the day on which you receive the last instalment of the Product or the last of the separate Products ordered.
Your Contract is for the regular delivery of a Product over a set period.	The end date is 14 days after the day on which you receive the first delivery of the Products.

5.3 To cancel a Contract, you just need to let us know that you have decided to cancel. The easiest way to do this is to complete the contact form on our website. If you use this method we will e-mail you to confirm we have received your cancellation.

- 5.4 You can also e-mail us at sales@howetools.co.uk or contact our Customer Services team by telephone on 0333 004 3000. If you send us your cancellation notice by e-mail, then your cancellation is effective from the date you send us the e-mail.
- 5.5 If you wish to contact us for any other reason, including because you have any complaints, you can contact us using the details in clause 5.4
- 5.6 If you cancel your Contract we will:
- (a) refund you the price you paid for the Products.
 - (b) refund any delivery costs you have paid, although the maximum refund will be the costs of delivery by the least expensive delivery method we offer.
 - (c) make any refunds due to you as soon as possible.
- 5.7 If you have returned the Products to us under this *clause 5* because they are faulty or mis-described, we will refund the price of the Products in full, together with any applicable delivery charges, and any reasonable costs you incur in returning the item to us.
- 5.8 If a Product has been delivered to you before you decide to cancel your Contract:
- (a) then you must return it to us without undue delay and in any event not later than 14 days after the day on which you let us know that you wish to cancel the Contract;
 - (b) unless the Product is faulty or not as described (in this case, see *clause 5.7*), you will be responsible for the cost of returning the Products to us.
- 5.9 Because you are a consumer, we are under a legal duty to supply Products that are in conformity with this Contract. As a consumer, you have legal rights in relation to Products that are faulty or not as described. These legal rights are not affected by your right of return and refund in this clause 5 or anything else in these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

6. DELIVERY

- 6.1 We will contact you with an estimated delivery date, which will be within 30 days after the date of the Dispatch Confirmation (the date on which we e-mail you to confirm our acceptance of your order). Occasionally our delivery to you may be affected by an Event Outside Our Control. See *clause 11* for our responsibilities when this happens.
- 6.2 Delivery of an Order shall be completed when we deliver the Products to the address you gave us and the Products will be your responsibility from that time.
- 6.3 You own the Products once we have received payment in full, including all applicable delivery charges.

This clause 6.4 only applies if you are a consumer.

6.4 If we miss the 30 day delivery deadline for any Products then you may cancel your Order straight away if any of the following apply:

- (a) we have refused to deliver the Products;
- (b) delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
- (c) you told us before we accepted your order that delivery within the delivery deadline was essential.

6.5 If you do not wish to cancel your order straight away, or do not have the right to do so under *clause 6.4*, you can give us a new deadline for delivery, which must be reasonable, and you can cancel your Order if we do not meet the new deadline.

7. PRICE OF PRODUCTS AND DELIVERY CHARGES

7.1 The prices of the Products will be as quoted on our site at the time you submit your order. We take all reasonable care to ensure that the prices of Products are correct at the time when the relevant information was entered onto the system.

7.2 The price of a Product includes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Products in full before the change in VAT takes effect.

7.3 The price of a Product does not include delivery charges.

8. HOW TO PAY

8.1 You can only pay for Products using a debit card or credit card. We accept the following cards:

- (a) via Worldpay: Mastercard, JCB, Maestro, Visa; and
- (b) via PayPal: Visa (/Delta/Electron), Mastercard (/Eurocard), AMEX, Discover, Maestro.

8.2 Payment for the Products and all applicable delivery charges is in advance. We will not charge your debit card or credit card until we dispatch your order.

9. OUR LIABILITY IF YOU ARE A BUSINESS

9.1 Nothing in these Terms limits or excludes our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- (d) defective products under the Consumer Protection Act 1987.

9.2 Subject to *clause 9.1*, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- (a) any loss of profits, sales, business, or revenue;
- (b) loss or corruption of data, information or software;
- (c) loss of business opportunity;
- (d) loss of anticipated savings;
- (e) loss of goodwill; or
- (f) any indirect or consequential loss.

9.3 Subject to *clause 9.1*, our total liability to you in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Products.

9.4 Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Products. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Products are suitable for your purposes.

10. OUR LIABILITY IF YOU ARE A CONSUMER

10.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract.

10.2 We only supply the Products for domestic and private use. You agree not to use the product for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

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

- (a) death or personal injury caused by our negligence;

- (b) fraud or fraudulent misrepresentation;
- (c) any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
- (d) any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
- (e) defective products under the Consumer Protection Act 1987.

11. EVENTS OUTSIDE OUR CONTROL

- 11.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control.
- 11.2 An **Event Outside Our Control** means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- 11.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:
- (a) we will contact you as soon as reasonably possible to notify you; and
 - (b) our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Products to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.
- 11.4 You may cancel a Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact us. If you opt to cancel, you will have to return (at our cost) any relevant Products you have already received and we will refund the price you have paid, including any delivery charges.

12. OTHER IMPORTANT TERMS

- 12.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms.
- 12.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

- 12.3 This Contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 12.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 12.5 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 12.6 **If you are a consumer**, please note that these Terms are governed by English law. This means a Contract for the purchase of Products through our site and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.
- 12.7 **If you are a business**, a Contract and any dispute or claim arising out of or in connection with it 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.
- 12.8 **If you are a business**, we both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with a Contract or its subject matter or formation (including non-contractual disputes or claims).