Terms and Conditions
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Our Terms

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. WE DRAW YOUR ATTENTION TO THE LIMITS TO OUR LIABILITY IN CLAUSE 17 (IF YOU ARE A CONSUMER) AND CLAUSE 18 (IF YOU ARE A BUSINESS CUSTOMER).

Version General 2.2, 07-July-26

1. These terms

1.1. What these terms cover. These are the terms and conditions on which we supply products to you, whether these are goods, services or digital content and whether you buy them in branch or online.

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, and
- 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).

If you are not a consumer, you are a business customer. Provisions specific to consumers only are in red underline and those specific to businesses only are in *blue italic.*

Nothing in these terms affects your legal rights as a consumer.

1.4. *If you are a business customer this is our entire agreement with you.* *If you are a business customer these terms, your order and our acceptance 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 these terms. Except where expressly stated to the contrary in these terms, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.*

2. Information about us and how to contact us

2.1. Who we are. We are City Electrical Factors Limited, trading as CEF, a company registered in England and Wales. Our company registration number is 336408 and our registered office is at Georgina Mackie House, 141 Farmer Ward Road, Kenilworth, Warwickshire, CV8 2SU. Our registered VAT number is 243901868.

2.2. How to contact us. You can contact us by telephoning our customer service team on 01763 272 717 or by writing to us at customerservices@cef.co.uk or Georgina Mackie House, 141 Farmer Ward Road, Kenilworth, Warwickshire, CV8 2SU, or by contacting one of our branches.

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 to place an order. Our website (www.cef.co.uk) will guide you through the technical steps to place an order, and will show you how to identify and correct errors before you place your order. If you are in one of our branches, you can also place an order and buy products there.

3.2. How we will accept your order. This depends on the product you buy. When we accept your order, a contract will come into existence between you and us. When you place an order online, we will acknowledge receipt of your order by email, but that is not our acceptance of your order. For special products (those products not normally provided by us or made to your specification or which are clearly personalised) and products we do not normally sell but order in specifically at your request, our acceptance of your order will always take place when we email you to accept it or when we accept your order in branch. In other cases, unless (exceptionally) we give you an order acceptance form, then the following will determine when the contract is formed.

3.2.1. For goods, our acceptance of your order will take place when the goods are delivered. This includes any digital content included in goods.

3.2.2. For digital content not included in goods, our acceptance of your order will take place when we start to provide the digital content.

3.2.3. For services, our acceptance of your order will take place when we start to perform the services.

3.3. If we cannot accept your order. If we are unable to accept your order, we will inform you of this in writing, by telephone or in the branch. This might be for a number of reasons. It could be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements, because we have identified an error in the price or description of the product, for the reasons given in clause 3.8, or because we are unable to meet a delivery deadline you have specified. Or it might be because 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, dimension, colour and technical specification. It could be because you do not, within a reasonable time, allow us to deliver the products to you or collect them from us. We will not charge you for the product. If you have already paid for the product, we will contact you for instructions. If we cannot contact you, or if we do but you don't want us to process your order with the correct description, we will reject your order and refund any money you have paid. If we accept and process your order where a description error is obvious and unmistakeable and could reasonably have been recognised by you as an incorrect description, we may end the contract, refund you any money you have paid and require the return of any products provided to you. Your legal rights as a consumer in relation to misdescribed products are not affected by this clause. See clause 12 if you are a consumer and *clause 13 if you are a business.*

3.4. Your order number. We will assign an order number to your order (for online sales this is called a reference number) and tell you what it is when we acknowledge receipt of your order or, if we don't do it then, when we accept your order. It will help us if you can tell us the order number or reference number whenever you contact us about your order.

3.5. We only sell to the UK. Our website is solely for the promotion of our products in the UK. Unfortunately, we do not accept orders from addresses outside the UK.

3.6. Technical means for identifying and correcting errors. Our website will guide on how to identify and correct errors before you place your order.

3.7. Languages we offer. We can only enter into a contract with you in English and not in any other language.

3.8. Age-restricted products. By placing an order for age-restricted products you represent that you are at least 18 years old. We may cancel

your order if we have reasonable grounds to believe the order has been placed by someone under the age of 18. Age-restricted products must be used responsibly and appropriately.

3.9. The concluded contract. *If you are a business customer, you can view your online order history as well as quotations, invoices, credit notes and statements by logging in and viewing your profile.* We may introduce that feature for consumers in the future. We will not otherwise file the contract between us and the contract will not be accessible so you need to save or print and retain a copy of each element of the contract, including a copy of these terms.

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. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images.

4.2. Product packaging may vary. The packaging of the product may vary from that shown in images on our website.

4.3. Making sure your measurements are accurate. If we are manufacturing and supplying the product to measurements you have given us, you are responsible for ensuring that these measurements are correct.

4.4. Making sure you have all the permissions you need. You must make sure you have all necessary permissions before you ask us to manufacture and supply a product to your specification. If we breach someone else's intellectual property rights (such as copyright, patents, trademarks or rights in designs) because of our use of your specification we will hold you responsible. You agree that you will compensate us for all costs and compensation a court orders us to pay or that we have to pay to settle a claim.

4.5. ***Designs and drawings.*** *Business customers must take note that all figures, statements, advice, recommendations, drawings, designs, suggestions and specifications contained or referred to in any documents on our website and/or that we otherwise supply to you are given in good faith, but are approximate only, and shall not (unless we specifically warrant that it is the case in writing) be warranted to be accurate. All those matters should be checked and verified for accuracy and suitability by you, and accordingly we accept no liability or responsibility whatsoever in relation to those matters unless specifically warranted by us in writing in the manner referred to above.*

4.6. *We will make available information required in relation to the design, construction and testing of the products as is reasonably necessary for business customers to take appropriate steps to determine that the products will be, when installed, safe and not constitute a risk to the health of any person. However you remain responsible for the use of the products, and it is a condition of the contract that you shall indemnify us, and keep us indemnified, against all claims made against us arising out of the use of the products and all costs, actions, damages or liabilities resulting directly or indirectly (including economic and consequential loss) from the use of the products.*

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:

6.1.1. to reflect changes in relevant laws and regulatory requirements, we may supply a product which is a suitable equivalent with similar performance and functionality, therefore limiting any potential impact. If the product turns out to be unsuitable, we will issue a full credit or refund once the product has been received by us in resalable condition; and

6.1.2. to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the product.

6.2. More significant changes to the products and these terms. In addition, we may make changes to these terms or to the dimensions, colour and technical specification of a product. If we do, we will tell you. You may then contact us to end the contract if you do not wish to accept the revised terms under clause 8.2.1. You may also contact us to end the contract if you deem the altered product unsuitable for your use, or you may ask us to provide you with an alternative product. We will refund you for any products you have paid for but not received.

6.3. Updates to digital content. We may update or require you to update digital content, provided that the digital content shall always match the description of it that we provided to you before you bought it.

7. Providing the products

7.1. ***Our warranty to business customers.*** If you are a business customer, we warrant that:

7.1.1. *except for intellectual property rights owned by third parties in products, we have good title to the products;*

7.1.2. *we will provide any services with reasonable care and skill and in accordance with these terms.*

7.2. Delivery costs. The costs of delivery (including any cost for click and collect) will be as displayed on our website at www.cef.co.uk/delivery_charges.

7.3. When we will provide the products.

7.3.1. If the products are goods. If the products are goods we will deliver them to you as soon as reasonably possible. *We will contact business customers with an estimated delivery date after you place your order.* For products ordered by a consumer, we will agree a delivery time or period with you. If we do not agree a delivery time or period, we will deliver the product to you without undue delay.

7.3.2. If the products are one-off services. We will begin the services on the date agreed with you during the order process. The estimated completion date for the services will be as advised to you during the order process.

7.3.3. If the product is a one-off purchase of digital content. We will make the digital content available for download by you as soon as we accept your order.

7.3.4. If the products are ongoing services or a subscription to receive goods or digital content. A subscription may be, for example, a call off contract for goods. We will supply the services, goods or digital content to you until either the services are completed or the subscription expires (if applicable) or you end the contract as described in clause 8 or we end the contract by written notice to you as described in clause 10.

7.4. We are not responsible for delays outside our control. If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received. *For business customers, clause 18.3.1 overrides this clause if it conflicts with it.*

7.5. Collection by you. If you have asked to collect the products from our branches, you can collect them from us at any time during our working hours of 7:30 – 17:30 on weekdays (excluding public holidays) and 8:30 – 12:00 on Saturdays.

7.6. **Delivery to you.** You must ensure that delivery can be made to the location agreed with you. If we or a courier try but are unable to deliver the products, you will be offered other options:

7.6.1. **If you are not at home when the products are delivered.** You can give us instructions during the order process to ask us to leave the products somewhere else, such as with a neighbour. If you haven't done that and no-one is available at your address to take delivery and the products cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange delivery or collect the products from a local branch.

7.6.2. ***If there is no-one at your business premises when the product is delivered.*** *If no-one is available at your business address to take delivery and the products cannot be posted through the letterbox, you will be offered one or more options which include leaving the products where arranged with you, collection e.g. from a depot or other location, and re-delivery.*

7.7. **If you do not re-arrange delivery.** If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot or branch we will contact you for further instructions. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 10.2 will apply.

7.8. **If you do not allow us access to provide services.** If you do not allow us access to your property to perform the services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 10.2 will apply.

7.9. ***How the quantity of products is worked out for business customers.*** *The quantity of any consignment of products is presumed to be the quantity that we record when we dispatch those products from our premises. You may overturn that presumption on delivery, by providing conclusive evidence to the contrary.*

7.10. ***Business customers must write to us about under-deliveries within 72 hours.*** *Regardless of clause 7.9, we will not be liable to you for any under-delivery of products in whole or in part (even if caused by our negligence) unless you give us written notice of the under-delivery within 72 hours of the date of delivery. The date of delivery is as recorded by us or, if there is no such record, when the products would in the ordinary course of events have been received. Any liability we have for under-delivery of the products is limited to replacing the products within a reasonable time or issuing a credit note at the pro rata contract rate against any invoice raised for those products.*

7.11. **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, a carrier organised by you, or anyone else authorised by you, collects it from us.

7.12. **When you own goods.** You own a product which is goods once we have received payment in full. *If you are a business customer, then except as set out in clause 7.13.2, you will only own a product once we have received all payments due on all of your accounts.*

7.13. ***The other product-ownership terms that apply to you as a business customer.*** When the contract ends, our rights in this clause will survive, but yours will not.

7.13.1. ***Until you own the product, you must:***

7.13.1.1. *hold the product for us to our order (in Scotland) or (in England, Wales or Northern Ireland) as our "bailee" (that means, we entrust the product to you for safekeeping) and you will be liable to us for any loss or damage to the product;*

7.13.1.2. *store the product separately from all your other products and from all third party products, so that it remains identifiable as our property;*

7.13.1.3. *not destroy, deface or obscure any identifying mark or packaging on or relating to the product;*

7.13.1.4. *maintain the product in satisfactory condition insured on our behalf for its full price against all risks to our reasonable satisfaction (and produce the policy of insurance to us on request); and*

7.13.1.5. *hold the proceeds of that insurance on trust for us and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.*

7.13.2. *You may resell the product before we receive payment for the product on the following basis only:*

7.13.2.1. *any sale is in the ordinary course of your business at full market value;*

7.13.2.2. *you will own the product at the time and date immediately before you enter into the contract to sell the product to your customer; and*

7.13.2.3. *that sale (by us to you of the product immediately before you sell it to your customer) is to you in your own right; it is not to you as an agent of your customer.*

7.13.3. *Your right to keep the product before you own it will end immediately if:*

7.13.3. 1. *(if you are an individual) you have a bankruptcy order made against you or you make an arrangement or composition with your creditors, or (in England, Wales or Northern Ireland) otherwise take the benefit of legal right to relief of insolvent debtors, or (in Scotland) enter into a Debt Arrangement Scheme under the Debt Arrangement and Attachment (Scotland) Act 2002 and Regulations made thereunder or grant a Trust Deed for Creditors in terms of the Bankruptcy (Scotland) Act 2016, or (if you are a body corporate) you convene a meeting of creditors (whether formal or informal), or enter into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or you have a receiver and/or manager, administrator or administrative receiver appointed of your undertaking or any part of it, or documents are filed with the court for the appointment of an administrator of you or notice of intention to appoint an administrator is given by you or your directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986 or (in Northern Ireland) paragraph 15 of Schedule B1 to The Insolvency (Northern Ireland) Order 1989), or a resolution is passed or a petition presented to any court for your winding-up or for the granting of an administration order in respect of you, or any proceedings are started relating to your insolvency or possible insolvency; or*

7.13.3 .2. *(in England, Wales or Northern Ireland) you suffer or allow any execution, whether legal or equitable, to be levied on your property or obtained against you, or (in Scotland) an attachment order is granted against you in terms of the Debt Arrangement and Attachment (Scotland) Act 2002, or you fail to observe or perform any of your obligations under any contract between you and us, or you are unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986 or (in Northern Ireland) Article 103 (1) of The Insolvency (Northern Ireland) Order 1989 or you cease to trade; or*

7.13.3.3. *you encumber or in any way charge the product.*

7.13.4. *You grant us, our agents and employees, an irrevocable licence at any time to enter any premises where the product is or may be stored in order to inspect it, or, where your right to keep it has ended, to recover it (this clause does not apply in Scotland).*

7.13.5. *Where you are unable to determine whether your right*

to keep a particular product has ended because there is more than one product, you will be considered to have sold all those products in the order in which they were invoiced to you.

7.13.6. *Once you own the product, you shall (where applicable) (i) be responsible for financing the collection, treatment, recovery and environmentally sound disposal of all "WEEE" (see the end of this clause) arising or deriving from the product; and all WEEE arising or deriving from products placed on the market before 13 August 2005 where those products are to be replaced by this new product which is of an equivalent type or are fulfilling the same function as the existing ones; (ii) comply with all additional obligations placed upon you by the WEEE Regulations, both directly and by virtue of you accepting the responsibility set out in section (i) above; and (iii) be responsible for all costs and expenses arising from and relating to your obligations set out in this clause (except in respect of products which constitute gas discharge lamps, in which case an upfront and 'visible' charge will have been levied at the outset and you undertake to contact the compliance scheme operator of the gas discharge lamp branded manufacturer to arrange compliance with the WEEE Regulations on that basis). In this paragraph "the WEEE Regulations" mean the Waste Electrical and Electronic Equipment Regulations 2013 and terms have the meanings given to them in the WEEE Regulations.*

7.14. 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, dimensions, colour and technical specification. If so, this will have been stated in the description of the products on our website. We will contact you by phone or 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 cancel the order, 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.

7.15. Reasons we may suspend the supply of products to you. We may have to suspend the supply of a product to:

7.15.1. deal with technical problems or make minor technical changes;

7.15.2. update the product to reflect changes in relevant laws and regulatory requirements;

7.15.3. make changes to the product as requested by you or notified by us to you (see clause 6).

7.16. 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. If we have to suspend the product and:

7.16.1. we can no longer supply the product; or

7.16.2. the suspension is for longer than 30 days then either of us can cancel your order or end the contract. If we have charged you for the product, we will either credit your account (if you have one) or refund you (if you don't have a credit account).

7.17. We may also suspend supply of the products if you do not pay or you reach your credit limit. If you do not pay us for the products when you are supposed to (see clause 14.4), we may suspend the supply of the products and any further deliveries 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 14.14). 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 14.11 and clause 14.12). If you have a credit account and you reach its limit, we will either increase the limit if your financial position allows us to, or we will suspend the supply of products until your payments bring the credit account under its limit again. *If you are a business customer, we may also claim our costs of collecting the overdue payment from you (see clause 14.11).*

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:

8.1.1. 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 customer;*

8.1.2. 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;

8.1.3. If you have just changed your mind about the product, see clause 8.3 and clause 8.4. 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 (which will be deducted from your refund).

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 clause 8.2.1 to clause 8.2.5 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:

8.2.1. we have told you about an upcoming change to the product or these terms which you do not agree to (see clause 6.2);

8.2.2. 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;

8.2.3. there is a risk that supply of the products may be significantly delayed because of events outside our control;

8.2.4. 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 30 days; or

8.2.5. you have a legal right to end the contract because of something we have done wrong.

8.3. Exercising your right to change your mind if you are a consumer (Consumer Contracts (Information, Cancellation and Additional Charges) 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 (Information, Cancellation and Additional Charges) Regulations 2013, are explained in more detail in these terms.

8.4. Our goodwill guarantee for all customers (consumers and *business customers*). Please note, these terms reflect the goodwill guarantee offered by City Electrical Factors Limited, trading as CEF of Georgina Mackie House, 141 Farmer Ward Road, Kenilworth, Warwickshire, CV8 2SU to its UK consumer and business customers, which is more generous than a consumer's legal rights under the Consumer Contracts Regulations in the way set out below. This goodwill guarantee does not affect your legal rights in relation to faulty or misdescribed products (see clause 12.1):

Right for consumers under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013	How our goodwill guarantee is more generous for businesses and consumers
14 day period to change your mind.	30 day period to change your mind.
Does not apply in branch.	Applies in branch.

8.5. When you do not have a right to change your mind. Your right to change your mind does not apply to:

8.5.1. goods or services where the price is dependent on fluctuations in the financial market which cannot be controlled by us (for example the price of copper affects the price of cable);

8.5.2. a supply of products that are made to your specification or are clearly personalised, for example items which are not in our catalogue but are ordered to your specification or which are engraved for you;

8.5.3. digital products after you have started to download or stream these;

8.5.4. services, once these have been completed, even if the cancellation period is still running;

8.5.5. products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;

8.5.6. sealed audio or sealed video recordings or sealed computer software, once these products are unsealed after you receive them; and/or

8.5.7. any products which become mixed inseparably with other items after their delivery.

8.6. How long do you have to change your mind? Where you have a right to change your mind, how long you have depends on what you have ordered and how it is delivered.

8.6.1. Have you bought services? If so, you have 30 days after the day we email you to confirm we accept your order. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.

8.6.2. Have you bought digital content for download or streaming? If so, you have 30 days after the day we email you to confirm we accept your order, or, if earlier, until you start downloading or streaming. If we delivered the digital content to you immediately, and you agreed to this when ordering, you will not have a right to change your mind.

8.6.3. Have you bought goods (for example, switch sockets)? If so you have 30 days after the day you (or someone you nominate) receives the goods.

8.6.4. Split deliveries (consumers). If you are a consumer and:

8.6.4.1. Your goods are split into several deliveries over different days. In this case you have until 30 days after the day you (or someone you nominate) receives the last delivery.

8.6.4.2. Your goods are for regular delivery over a set period. In this case you have until 30 days after the day you (or someone you nominate) receives the first delivery of the goods.

8.6.5. Split deliveries of goods (business customers). If you are a business customer then we are entitled to make delivery by instalments (in which case each delivery is a separate contract), and to invoice you separately for each instalment. You have until 30 days after the day you (or someone you nominate) receives each delivery to change your mind. However if we fail to deliver any one or more instalments as required by these terms or if you make a claim in respect of any one or more instalments, you will not be entitled to:

8.6.5.1. treat your credit account agreement as at an end; or

8.6.5.2. refuse to accept further undelivered instalments.

9. How to end the contract with us (including if you have changed your 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:

9.1.1. Phone or email. Call customer services on 01763 272 717 or the branch you deal with or email us at customerservices@cef.co.uk. Please provide your name, home address (if you are a consumer), *business address (if you are a business customer)*, details of the order and, where available, your phone number and email address.

9.1.2. Online. Complete the cancellation form on our website www.cef.co.uk/cancellation.

9.1.3. By post. Print off the cancellation form from our website www.cef.co.uk/cancellation and post it to us at the address on the form. Or simply write to us at that address, including details of what you bought, when you ordered or received it and your name and 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 to us. You must either return the goods in person to where you bought them, post them back to us at the relevant address set out in our returns policy at www.cef.co.uk/about_us/returns_policy or (if they are not suitable for posting) allow us to collect them from you. Please see our returns policy at www.cef.co.uk/about_us/returns_policy for how to arrange collection. If you are 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. *We reserve the right to charge business customers a handling charge.*

9.3. When we will pay the costs of return. We will pay the costs of return:

9.3.1. if the products are faulty or misdescribed; or

9.3.2. 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 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 we are collecting the product from you, we will charge you the direct cost to us of collection, for example we would charge you the third party costs to collect a large item which we could not collect ourselves.

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, by the method you used for payment. Credit account customers will therefore receive a credit note. However, we may make deductions from the price, as described below.

9.6. When we may make deduction from refunds if you are exercising your right to change your mind. If you are exercising your right to change your mind:

9.6.1. 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 branch. See our returns policy at www.cef.co.uk/about_us/returns_policy for information about what handling is acceptable and examples. 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.

9.6.2. The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer standard delivery of a product at one cost but you choose to have the product delivered the next day at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

9.6.3. Where the product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed

your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

9.6.4. You may not be entitled to a refund of the delivery charge if you only want to return some items delivered but keep the rest of your order.

9.7. When your refund will be made. We will make any refunds due to you as soon as possible. The "refund period" is 14 days for consumers and *30 days for business customers.* If you are exercising your right to change your mind then:

9.7.1. If the products are goods and we have not offered to collect them, your refund will be made within the refund period starting 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.

9.7.2. In all other cases, your refund will be made within the refund period, which starts when you tell 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 or suspend a contract for a product at any time by writing to you if:

10.1.1. you do not make any payment to us when it is due (which might be under another contract);

10.1.2. you do not, within a reasonable time, allow us access to your premises to supply the services;

10.1.3. 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, dimension, colour and technical specification;

10.1.4. you do not, within a reasonable time, allow us to deliver the products to you or collect them from us; or

10.1.5. you otherwise break the contract or, in our reasonable opinion, are likely to break the contract.

10.2. You must compensate us if you break the contract. If we end or suspend 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 end the contract if you become insolvent. We may end or suspend the contract for a product at any time by writing to you if you are unable to pay your debts when they fall due or:

10.3.1. you are a consumer and bankruptcy proceedings are started against you or are reasonably likely to be started against you, or you are made bankrupt or (In Scotland) you enter into a Debt Arrangement Scheme under the Debt Arrangement and Attachment (Scotland) Act and Regulations made thereunder or grant a Trust Deed for Creditors in terms of the Bankruptcy (Scotland) Act 2016; or

10.3.2. *you are a business customer and you suffer an insolvency event as described in clause 7.13.3.1 or if ownership or control of the business customer passes to another entity.*

10.4. We may withdraw the product. We may contact you to let you know that we are going to stop providing the product. We will give you as much notice as we can 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

11.1. How to tell us about problems. If you have any questions or complaints about the product, please contact us.

11.1.1. Consumers can telephone our customer services team on 01763 272 717 or write to us at customerservices@cef.co.uk or Georgina Mackie House, 141 Farmer Ward Road, Kenilworth, Warwickshire, CV8 2SU. Alternatively, please speak to one of our staff in branch.

11.1.2. *Businesses can contact their home or supplying branch*

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. See the box below for a summary of your key legal rights in relation to the products. Nothing in these terms 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 https://www.citizensadvice.org.uk/ or call 03454 04 05 06.

If your product is **goods,** for example switch sockets or cable, 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:

a) Up to 30 days: if your goods are faulty, then you can get an immediate refund.

b) Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.

c) Up to six years in England, Wales or Northern Ireland (five years in Scotland): if your goods do not last a reasonable length of time you may be entitled to some money back. See also clause 8.3.

If your product is **digital content,** the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:

a) If your digital content is faulty, you're entitled to a repair or a replacement.

b) If the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back.

c) If you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation. See also clause 8.3.

If your product is **services,** the Consumer Rights Act 2015 says:

a) 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.

b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.

c) If you haven't agreed a time beforehand, it must be carried out within a reasonable time. See also clause 8.3.

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 the branch you bought them from or post them back to us or (if they are not suitable for posting) allow us to collect them from you (please see our returns policy at www.cef.co.uk/about_us/returns_policy). We will pay the costs of postage or collection. Please call customer services on 01763 272 717 or email us at customerservices@cef.co.uk for a return label or to arrange collection.

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, and for a minimum period of 12 months from the date of delivery (but this may be up to 25 years for some products, please ask for details for your product) (the "warranty period"), any products which are goods shall:*

13.1.1. *conform in all material respects with their description and any relevant specification;*

13.1.2. *be free from material defects in design, material and workmanship;*

13.1.3. *be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and*

13.1.4. *be fit for any purpose held out by us.*

13.2. *Subject to clause 13.3, if:*

13.2.1. *you give us notice in writing during the warranty period within a reasonable time of discovery that a product does not comply with the warranty set out in clause 13.1; the "reasonable time of discovery" will be within 30 days of delivery or, where the defect was not apparent on reasonable inspection, within a reasonable time of the defect becoming apparent;*

13.2.2. *we are given a reasonable opportunity of examining such product; and*

13.2.3. *you return such product to us at our cost,*

we shall, at our option and if we accept your claim, give you a full or partial credit note (if you bought the products on credit account), or refund the price of the defective product in part or in full (if you paid by a method other than on credit account), or repair or replace the defective product. Any repair, replacement or issue of a credit note or refund of any monies made by us to you shall not under any circumstances be deemed to be an admission of any liability on our part to you (or any third party), and shall be without prejudice to our rights which we reserve in full should we make any such repairs, replacements or issue credit notes/refunds of monies.

13.3. *We will not be liable for a product's failure to comply with the warranty in clause 13.1 if:*

13.3.1. *you make any further use of that product after giving a notice in accordance with clause 13.2.1;*

13.3.2. *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;*

13.3.3. *the defect arises as a result of us following any drawing, design or specification supplied by you;*

13.3.4. *you alter or repair the product without our written consent;*

13.3.5. *the defect arises as a result of fair wear and tear, wilful damage, negligence or abnormal working conditions;*

13.3.6. *the defect is in respect of parts or materials not manufactured by us; you shall only be entitled to the benefit of any warranty or guarantee which is given by the manufacturer to us; or*

13.3.7. *you have not paid the full price for the product by the due date.*

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 unless otherwise stated) will be the price indicated in branch or on the order pages when you placed your order. We take all reasonable care to ensure 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 we sell may be incorrectly priced. If there is an error, we will always be able to correct it. We will decide whether to reject your order containing the error or whether to contact you to ask you if you want us to process your order at the correct price. If we cannot contact you, or if we do but you do not want us to process your order at the correct price, we will reject your order and refund any money you have paid. If we accept and process your order where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any money you have paid and require the return of any products provided to you.

14.4. **When you must pay and how you must pay.** For website orders we accept most major credit/debit cards and PayPal. In branch we take card payments and cash. When you must pay depends on the situation. Online or in branch, most *business customers* hold credit accounts and pay based on their credit account terms (see clause 14.5). For *business customers* without a credit account and for consumers (unless the consumer holds a credit account), here is a summary of when you pay for different products:

14.4.1. For **goods,** if buying in branch, you must pay when you receive the goods, or, if they have to be ordered, when you order them. Online, we take payment from PayPal when you place the order; we charge your credit or debit card when we dispatch the products to you.

14.4.2. For **digital content,** you must pay for the products before you download them.

14.4.3. For **services,** you must pay each invoice within the period specified on the invoice.

14.5. **Credit account terms.** If you have a credit account, we may agree specific payment terms with you. If we do not agree specific payment terms, you must pay for the products on or before the 28th day of the month following the date of our invoice. If the 28th day of a particular month is a Saturday or Sunday, you must pay us by the next working day.

14.6. **You must pay us on time.** Time for payment is "of the essence" of any contract between us. That means we can end the contract if you do not pay on time, in addition to any other remedy available to us.

14.7. *We can set-off amounts owed to us against sums we owe to business customers. We shall be entitled at all times to set-off any debt you owe us or claim which we may have against you against any sums due from us to you.*

14.8. **You must pay us in cleared funds.** Whichever method you use to pay us, you will not have "paid" us until we have received cleared funds.

14.9. **Payments become due if the contract ends.** All money payable to us under the contract between us will become due immediately if the contract ends. For *business customers,* that's the case no matter what it says elsewhere in the contract.

14.10. *Business customers must pay without set-off. If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, (in Scotland, retention), counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).*

14.11. *We can charge interest if you pay late. If you are a business customer and you do not make any payment to us by the due date we have the right to claim:*

14.11.1. *interest and/or compensation for our reasonable debt recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998; or*

14.11.2. *the same interest we charge consumers under clause 14.12, if we are unable, for any reason, to claim the interest and/or compensation under clause 14.11.1.*

14.12. If you are a consumer (or a *business customer* falling within clause 14.11.2) and you do not make any payment to us by the due date we may charge you interest on the overdue amount at the rate of 4% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of

actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

14.13. We can charge a fee if a payment is cancelled or refused. If a payment is cancelled (e.g. countermanded) or refused (e.g. dishonoured by your bank because you have insufficient funds), we may charge you an administration fee to cover our direct costs of dealing with the cancelled or refused payment. This administration fee will be no more than £25.00.

14.14. What to do if you think an invoice is wrong.

14.14.1. If you are a consumer and 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 may charge you interest on correctly invoiced sums from the original due date.

14.14.2. If you are a business customer, you must write to us within 7 days of the date of our invoice if you wish to make a claim that our invoice is in the incorrect amount or contains any other error. Otherwise you will have no right to claim that the invoice is incorrect or contains any other error.

15. Credit accounts

15.1. ***Application for a credit account.***

15.1.1. *If you apply to us for a credit account, we will let you know if your application has been accepted and, if it has been accepted, will let you know your credit limit.*

15.1.2. *We may, at our discretion and at any time, change your credit limit, refuse to grant you further credit, or suspend or cancel your credit account.*

15.1.3. *If you have paid in full all amounts you owe us, you may cancel your credit account with us by giving us notice in writing or through our website.*

15.2. ***Credit searches.***

15.2.1. *When you apply to open a credit account, we will conduct a credit search using a credit reference agency, if you are providing information about others such as on a joint application, you must be sure that you have their agreement. We will check the following records about the person submitting the credit account application on your behalf, you, and your business partners: (i) your own records, (ii) personal and business records when our Credit Reference Agency receives a search it will place a search footprint on the individual's credit file that may be seen by other lenders and they will supply us with both public (including the electoral register) and shared credit and fraud prevention information, (iii) those records at fraud prevention agencies ("FPAs"), (iv) if the person submitting the credit account application on your behalf is a director, we will seek confirmation from our Credit Reference Agency that the residential address that is provided is the same as that shown on the restricted register of directors' usual addresses at Companies House.*

15.2.2. *We will make checks such as assessing the credit account application for credit and verifying identities to prevent and detect crime and moneylaundering and may also make periodic searches such as occasional debt tracing and FPAs to manage your credit account with us.*

15.2.3. *Information on credit account applications will be sent to our Credit Reference Agency and will be recorded by them, including information on your business and your proprietors and they may create a record of the name and address of your business and your proprietors if there is not one already.*

15.2.4. *If the credit account application contains false or inaccurate information and we suspect or identify fraud, we will record this and may also pass this information to FPAs and other organisations involved in crime and fraud prevention.*

15.2.5. *If you do not make payments owed to us, we may trace your whereabouts and recover debts. We may also exercise our right to end the contract as set out in clause 10.*

15.2.6. *We and other organisations may access and use from other countries the information recorded by FPAs.*

15.2.7. *Your data and the personal data of the person submitting the credit account application on your behalf may also be used for other purposes for which specific permission is given or, in very limited circumstances, when required by law or where permitted by law.*

15.2.8. *This is a condensed version of the credit search terms. To read the full details of how data may be used please contact customerservices@cef.co.uk*

16. Additional Terms of Guarantee

16.1. *In this clause 16:*

16.1.1. ***Customer*** *means the sole trader, firm or company who places an order with the Seller;*

16.1.2. **Guarantee** *means the guarantee embedded in the Seller's credit account application form;*

16.1.3. **Guarantor** *means the person who enters into the Guarantee embedded in the Seller's credit account application form;*

16.1.4. **Seller** *means City Electrical Factors Ltd (CRN: 336408) whose registered office is at Georgina Mackie House, 141 Farmer Ward Road, Kenilworth, Warwickshire, CV8 2SU.16.2. This clause 16 will apply if a Guarantor has given a Guarantee on behalf of the Customer.*

16.3. *All sums of money which may not be recoverable from the Guarantor on the footing of the Guarantee whether by reason of legal limitation on the Customer or any other circumstance shall nevertheless be recoverable from the Guarantor as principal debtor and shall be paid on demand.*

16.4. *A demand for payment or any other notice to the Guarantor may be made by any authorised officer of the Seller by letter addressed to the Guarantor and delivered to its registered office or residential address and if sent by post shall be deemed to have been made at noon the following day after the letter was posted.*

16.5. *This Guarantee shall be a continuing security and the Guarantor shall remain liable for all sums due by the Customer notwithstanding any event which absolves the Customer from liability. The Guarantor shall remain liable notwithstanding any alteration to the Customer Agreement or any terms applying thereto, which may be agreed between the Seller and the Customer.*

16.6. *Until payment in full by the Guarantor of all sums due to the Seller by the Customer, the Guarantor shall not be entitled to participate in any security held or money received by the Seller on account of such balance.*

16.7. *This Guarantee may be terminated and the Guarantor's liability shall be fixed at the expiration of one calendar month after receipt by the Seller from the Guarantor of notice in writing to terminate it. It shall be lawful for the Seller to continue the account with the Customer notwithstanding such termination and the Guarantor shall remain liable for any amount due at the date of termination of this Guarantee.*

16.8. *The Guarantor may be released absolutely from the Guarantee upon written application to the Seller. Any such release shall be at the Seller's absolute discretion and shall be on such terms including as to the date of release that the Seller may specify. Any settlement discharge or release between the Guarantor and the Seller shall be conditional upon no security or payment to the Seller by the Customer or any other person being avoided or reduced due to insolvency laws or otherwise.*

16.9. *The Seller may at any time without giving notice to or obtaining the consent of the Guarantor refuse or grant further credit to the Customer for any period and compound with, give time for payment, grant other indulgence or make any other arrangements with the Customer, give up,*

modify, exchange or abstain from perfecting or taking advantage of or enforcing any security guarantee and discharge any parties thereto and realise any securities in such manner as the Seller may think expedient.

16.10. *All costs charges and expenses incurred by the Seller in obtaining payment of the moneys secured under this Guarantee (and so that any taxation of the Seller's costs charges and expenses shall be on a full indemnity basis) shall be recoverable from the Guarantor as a debt.*

17. Our responsibility for loss or damage suffered by you if you are a consumer

17.1. 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.

17.2. 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 as summarised at clause 12.1; and for defective products under the Consumer Protection Act 1987.

17.3. When we are liable for damage to your property. If we are providing 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 services.

17.4. When we are liable for damage caused by defective digital content. If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

17.5. We are not liable for business losses. If you are a consumer we only supply the products 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 18.

18. Our responsibility for loss or damage suffered by you if you are a business

18.1. *Nothing in these terms shall limit or exclude our liability for:*

18.1.1. *death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);*

18.1.2. *fraud or fraudulent misrepresentation;*

18.1.3. *breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession) or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) (in Scotland, section 11B of the Supply of Goods and Services Act 1982);*

18.1.4. *defective products under the Consumer Protection Act 1987; or*

18.1.5. *any matter in respect of which it would be unlawful for us to exclude or restrict liability.*

18.2. *Except to the extent expressly stated in clause 13.1 all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 (in Scotland, sections 11C to 11D of the Supply of Goods and Services Act 1982) are excluded.*

18.3. *Subject to clause 18.1:*

18.3.1. *we shall not be liable to you, or be deemed to be in breach of contract by reason of any delay in performing, or any failure to perform any of our obligations in relation to any products if the delay or failure is due to any event outside our reasonable control;*

18.3.2. *we shall not be liable to you, whether by reason of any representation (unless fraudulent), or any implied warranty, condition, or other term, in contract, tort (including negligence), (in Scotland, delict (including negligence)), breach of statutory duty, or otherwise, for:*

18.3.2.1. *any loss of profit, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of use, or loss of or corruption of data or information, howsoever caused and even if foreseeable by us, or*

18.3.2.2. *any indirect, special or consequential loss arising under or in connection with any contract between us*

which in either case may arise out of, or in connection with the supply of the products or their use or resale by you (and whether caused by our negligence, our employees or agents or otherwise) except as may be expressly provided in these terms; and

18.3.3. *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), (in Scotland, delict (including negligence)), breach of statutory duty, or otherwise, shall be limited to the total sums paid by you for products under that contract.*

19. How we may use your personal information

We will only use your personal information as set out in our privacy policy www.cef.co.uk/info/privacy_policy.

20. Other important terms

20.1. We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

20.2. You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee). You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. We may not agree if, for example, the other person wants the same credit facilities that you have, and is refused due to financial status or for other reasons. In that case the other person would have to pay upfront or we would refuse the transfer. However, if you are a consumer you may transfer our guarantee at clause 8.4 to a person who has acquired the product or, where the product is services, any item or property in respect of which we have provided the services.
We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the relevant item or property, for example by producing the receipt or invoice.

20.3. 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, except as explained in clause 20.2 in respect of our guarantee. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

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

20.5. 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 if you break the same or other terms. 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.

20.6. ***Notices to and from business customers.*** *Any notice required or permitted to be given by either of us to the other under these terms shall be given (i) by either of us in writing and addressed to the other at its registered office, principal place of business or at such other address as may be notified by the other from time to time, or (ii) if the relevant order is submitted through our website, by you contacting us through our website or by us sending you an email.*

20.7. **Which laws apply to this contract and where you may bring legal proceedings if you are a consumer.**

20.7.1. If you live in England, Wales or Northern Ireland, these terms are governed by English law. If you live in Scotland, these terms are governed by Scottish law.

20.7.2. If you live in England 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 English courts.

20.8. ***Which laws apply to this contract and where you may bring legal proceedings if you are a business.***

20.8.1. *If you are a business in England, Wales or Northern Ireland, 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 non-exclusive jurisdiction to settle any such dispute or claim.*

20.8.2. *If you are a business in Scotland, and 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 Scotland and the courts of Scotland shall have a non-exclusive jurisdiction to settle any such dispute or claim.*

21. **Providing calibration services to business customers**

21.1. ***Our responsibility for loss or damage suffered by you subject to clause 18.1***

21.1.1. *We shall not be liable to you, or be deemed to be in breach of contract by reason of any delay in performing, or any failure to perform any of our obligations in relation to the Service if the delay or failure is due to any event outside our reasonable control;*

21.1.2. *we shall not be liable to you, whether by reason of any representation (unless fraudulent), or any implied warranty, condition, or other term, in contract, tort (including negligence), (in Scotland, delict (including negligence)), breach of statutory duty, or otherwise, for:*

21.1.2.1. *any loss of profit, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of use, or loss of or corruption of data or information, howsoever caused and even if foreseeable by us, or*

21.1.2.2. *any indirect, special or consequential loss arising under or in connection with any contract between us*

which in either case may arise out of, or in connection with the supply of the Service or their use or resale by you (and whether caused by our negligence, our employees or agents or otherwise) except as may be expressly provided in these terms; and

21.1.3. *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), (in Scotland, delict (including negligence)), breach of statutory duty, or otherwise, shall be limited to the total sums paid by you for the Service.*

21.2. *In addition to the terms above, when we provide calibration services to business customers the following terms shall apply.*

21.3. *Please note the following meanings used in this clause 21.*

21.3.1. *Calibration: the calibration for accuracy of Equipment whereby the Equipment is tested at points deemed suitable by us using our reasonable skill and judgement, and which is carried out by us on our premises and / or at your premises;*

21.3.2. *Equipment: the industrial equipment and machinery requested by you to be calibrated;*

21.3.3. *Service: the service to be provided by us under the contract which comprise the Calibration of Equipment used by you in the course of business and including where relevant the issue of certificates;*

21.4. ***Your responsibilities.*** *You shall, unless we agree otherwise, arrange for the Equipment:*

21.4.1. *to be delivered to our agreed premises (as agreed in advance) on the agreed date for the performance of the Service; and*

21.4.2. *to be collected from our agreed premises within 5 days of completion of the Service.*

21.5. ***Our obligation to you.*** *We shall:*

21.5.1. *perform whatever tests, adjustments and repairs as are necessary to perform the Service in accordance with reasonable skill and care;*

21.5.2. *carry out any other services or tasks as agreed by us from time to time, which may include the collection and delivery of the Equipment from you (which may be at an agreed cost); and*

21.5.3. *where agreed issue certificates in relation to the accuracy of the Equipment.*

21.6. ***Our guarantee to you.***

21.6.1. *The providing of the Service or the making of any statement as to the calibration, tolerances or accuracy of the Equipment, the calibration, certificate, statement or warranty is only guaranteed at the exact time of issue or making. Once the Equipment has been tested and or certified we can make no guarantee or statement as to the condition of the Equipment beyond the fact that at the time of the Service the Equipment met the original manufacturer's specification. Any stated uncertainties are estimated only. Advice on compliance with specification is provided on a simple acceptance basis and does not take measurement uncertainty into consideration. Please note that we make no warranty and give no guarantee for the ability of the Equipment to maintain its accuracy after it has been calibrated.*

21.6.2. *Any certificate, statement or guarantee given in relation to the Equipment is given solely by reference to the specifications of the manufacturer AND NOT to the specifications of any third party or to any standard prescribed by or contained in any regulations or statute.*

21.7. ***Disclaimer of our guarantee to you.***

21.7.1. *Where we calibrate a piece of Equipment but through our own error the Calibration proves to be incorrect, we accept no liability for any subsequent loss notwithstanding the provisions of clause 21.7 in respect of our liability to you.*

21.7.2. *Uncertainties quoted on any results other than those accredited are estimated by us at the time of testing and are not guaranteed.*