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**TERMS AND CONDITIONS OF SALE**

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## TERMS AND CONDITIONS OF SALE

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This Sales Agreement is made between:

- Shadey Attachments Ltd, incorporated and registered in England and Wales with company number 12718291, whose registered office is at 7 Nutsea Road, Nursling, Southampton, SO160BS, trading as **Shadey Attachments** ("we", "us", "our"); **and**
- **The Customer** ("you", "your").

The Customer wishes to engage Shadey Attachments for the provision of its goods, and Shadey Attachments is willing to provide its goods to the Customer, in accordance with the terms and conditions of this Agreement.

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### **BY PLACING AN ORDER WITH US, YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS:**

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## 1. INTERPRETATION

### 1.1. Definitions

**In this Agreement, the following expressions have the following meanings:**

**“Business Day”** means 9:00am to 5:00pm, Monday to Friday (excluding public holidays in England and Wales).

**“Deliverables”** means all documents, products, and materials developed by Shadey Attachments or its agents, subcontractors, consultants, or employees in relation to the Services provided in any form.

**“Document”** includes (in addition to any document in writing), any drawing, plan, diagram, design, image, tape, disk, or any other device or record embodying information in any form.

**“Goods”** means the products to be provided by Shadey Attachments as per the order you have placed with us via our website.

**“In-put Material”** means all Documents, information, and materials provided by the Customer, relating to the Services.

**“Intellectual Property Rights”** or **“IPR”** means patents; utility models; rights to inventions; copyright, neighbouring, and related rights; trademarks and service marks;

business names and domain names; rights in get-up and trade dress; goodwill, and the right to sue for passing off or for unfair competition; rights in designs; database rights; common coding libraries; rights to use and protective confidentiality of confidential information (including know-how and trade secrets); and all other intellectual property rights, in each case whether registered or unregistered, and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights, and all similar or equivalent rights, or forms of protection, which subsist or will subsist, now or in future, in any part of the world.

**“Shadey Attachments Team”** means all directors, managers, employees, consultants, agents, and subcontractors engaged in relation to the Services.

**“Services”** means the Services to be provided by Shadey Attachments under this Agreement.

**“Subsidiary”** has the meaning given in clause 1.13.

**“VAT”** means value added tax, chargeable under the Value Added Tax Act 1994.

- 1.2. References to “clauses” are to the clauses of this Agreement.
- 1.3. References to “our website” are to WWW.SHADEYATTACHMENTS.CO.UK – a site operated by Shadey Attachments.
- 1.4. Schedule 1 forms part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes Schedule 1.
- 1.5. Clauses and paragraph headings shall not affect the interpretation of this Agreement.
- 1.6. Unless the context otherwise requires, words in the singular shall include the plural, and words in the plural shall include the singular.
- 1.7. Any words following the terms “including”, “include”, “in particular”, “for example”, or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase, or term, preceding or following those terms.
- 1.8. A reference to “writing” or “written” includes fax and e-mail.
- 1.9. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.10. A reference to a “person” includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality).
- 1.11. A reference to a “party” shall include that party’s personal representatives, successors, and permitted assigns.
- 1.12. A reference to a “company” shall include any company, corporation, or other corporate body, wherever and however incorporated or established.
- 1.13. A reference to a “holding company” or a “subsidiary”, means a holding company or subsidiary as defined in section 1159 of the Companies Act 2006, and a company shall be treated for the purposes only of the membership requirement contained in section 1159(1)(b) and (c), as a member of another company, even if its shares in that other

company are registered in the name of (a) another person, by way of security or in connection with the taking of security, or (b) its nominee.

- 1.14. A reference to a “statute” or “statutory provision” shall include all subordinate legislation made from time to time, under that statute or statutory provision.
- 1.15. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

## **2. HOW TO CONTACT US**

- 2.1. You can contact Shadey Attachments by calling us on 02380 399086 or by writing to us at [info@shadeyattachments.co.uk](mailto:info@shadeyattachments.co.uk) or 7 Nutsea Road, Nursling, Southampton, SO160BS.
- 2.2. If we must contact you, we will do so by the telephone number, email address, or postal address you provided to us when placing your order.
- 2.3. If you are contacting us about an order you have placed with us, please have your order number at hand as we use this to locate the details of your order.

## **3. YOUR ORDER WITH US AND OUR CONTRACT WITH YOU**

- 3.1. Shadey Attachments will send you an email to confirm our acceptance of the order you have placed, at which point a contract will come into existence between us.
- 3.2. If we are unable to accept your order, we will inform you of this and will not charge you for the product. Reasons for this may be because:
  - 3.2.1 Our product is out of stock.
  - 3.2.2 Of unexpected limits on our resources which we could not reasonably plan for.
  - 3.2.3 A credit reference we have obtained for you does not meet our minimum requirements.
  - 3.2.4 We have identified an error in the price or description of the product.
  - 3.2.5 We are unable to meet a delivery deadline you have specified.
- 3.3 If your order is accepted, we will assign an order number to your order and will notify you of this in our email.
- 3.4 Our website is solely for the promotion of our products in the UK and the EU. Unfortunately, we do not accept orders from, or deliver to, addresses outside the UK and the EU.

#### **4. OUR PRODUCTS**

- 4.1 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. It is possible that your product may vary slightly from those images.
- 4.2 We have made every effort to be as accurate as possible, although some our products are handmade and therefore all sizes, weights, capacities, dimensions, and measurements indicated on our website may vary.
- 4.3 The packaging of the product may vary from that shown in images on our website.

#### **5. YOUR RIGHTS TO MAKE CHANGES**

- 5.1 If you wish to make changes to the product you have ordered, please contact us. We will let you know if the change is possible.
- 5.2 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.
- 5.3 If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (you can see your rights to end the contract under clause 10).

#### **6. OUR RIGHTS TO MAKE CHANGES**

- 6.1 Shadey Attachments may change the product:
  - 6.1.1 To reflect changes in relevant laws and regulatory requirements.
  - 6.1.2 To implement minor technical adjustments and improvements (for example, to address a security threat).
- 6.2 In addition, we may make changes to these terms or the product. If we do, we will notify you. In this instance, you may contact us to end the contract before the changes take effect and receive a refund for any products paid for, but not received.

## **7. PROVIDING THE PRODUCTS**

- 7.1. Shadey Attachments will deliver the product to you as soon as reasonably possible, and we will contact you with an estimated delivery date upon accepting your order.
- 7.2. We are not responsible for delays outside our control. If these delays occur, we will contact you as soon as possible to let you know and 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.
- 7.3. We may need certain information from you so that we can supply the products to you. We will contact you to ask for this information. If you do not provide this information within a reasonable time of our request, or if you give us incomplete or incorrect information, we may either end the contract (and clause 10.2 will apply), or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result.
- 7.4. 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 our request.

## **8. DELIVERY AND COLLECTION**

- 8.1. The costs of delivery will be as displayed to you on our website.
- 8.2. If no one is available at your address to take the delivery, and the products cannot be posted through your letterbox, we will leave you a note informing you of how to re-arrange delivery or to collect the products from a local depot.
- 8.3. If, after a failed delivery, you do not re-arrange delivery or collect from a delivery depot, we will contact you for further instructions and may charge you storage fees and any further delivery costs.
- 8.4. If, despite our reasonable efforts, we are unable to contact you and are unable to re-arrange delivery or collection, we may end the contract and clause 10.2 will apply.
- 8.5. If we miss the delivery deadline for any goods, then you may treat the contract as at an end straight away if any of the following apply:
  - 8.5.1 We have refused to deliver the goods.
  - 8.5.2 You told us before we accepted your order that delivery within the delivery deadline was essential.
- 8.6. If you do not wish to treat the contract as at an end straight away, or do not have the right to do so, you can give us a new deadline for delivery, which must be reasonable

and accepted by us, and you can treat the contract as at an end if we do not meet the new deadline.

- 8.7 Shadey Attachments 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 our request.
- 8.8 The goods will be your responsibility from the time we deliver the product to the address you gave us when placing your order.
- 8.9 You own the product once we have received payment in full.

## **9. WE MAY SUSPEND THE SUPPLY OF PRODUCTS**

- 9.1. Shadey Attachments may suspend the supply of a product to:
  - 9.1.1. Deal with technical problems or make minor technical changes.
  - 9.1.2. Update the product to reflect changes in relevant laws and regulatory requirements.
  - 9.1.3. Make changes to the product as requested by you or notified by us to you.
- 9.2. 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.
- 9.3. You may contact us to end the contract for a product if we suspend it or tell you we are going to suspend it, and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.
- 9.4. If you do not pay us for the products on the date you are required (see clause 17) and you still do not make payment within 5 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts.
- 9.5. We will not suspend the supply of products where you dispute the unpaid invoice.
- 9.6. As well as suspending the products, we may also charge you interest on your overdue payments (see clause 17).

## **10. YOUR RIGHTS TO END THE CONTRACT**

- 10.1. 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, and when you decide to end the contract:
  - 10.1.1 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.

- 10.1.2 You may be able to end the contract because of something we have done or have told you, we are going to do.
- 10.1.3 If you have just changed your mind about the product, you may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions.
- 10.1.4 In all other cases (if we are not at fault and there is no right to change your mind), see clause 11.6).
- 10.2. You may also be entitled to compensation where:
  - 10.2.1. We have told you about an upcoming change to the product or these terms, which you do not agree to.
  - 10.2.2. 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.
  - 10.2.3. There is a risk that supply of the products may be significantly delayed because of events outside our control.
  - 10.2.4. You have a legal right to end the contract because of something we have done wrong, including because we have delivered late.

## **11. YOUR RIGHT TO CHANGE YOUR MIND**

- 11.1 Under the Consumer Contracts Regulations 2013, you have a legal right to change your mind within 14 days and receive a refund.
- 11.2 You have 14 days after the date you (or someone you nominate) receive the goods, unless your goods are split into several deliveries over different days. In this case you have until 14 days after the date you (or someone you nominate) receive the last delivery, to change your mind.
- 11.3 When exercising your right to change your mind, you shall cover the cost of any return.
- 11.4 You do not have the right to change your mind in respect of:
  - 11.4.1 Products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them.
  - 11.4.2 Any products which become mixed inseparably with other items after their delivery.

### **WHERE THERE IS NO RIGHT TO CHANGE YOUR MIND**

- 11.5 If we are not at fault and you do not have a right to change your mind, you can still end the contract before it is completed, but you may have to pay us compensation.
- 11.6 If you would like to end a contract in these circumstances, please contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products not provided, but we may deduct from that refund, or (if you have not made

an advance payment) charge you reasonable compensation for the net costs we will incur as a result of your ending the contract.

## **12. HOW TO END THE CONTRACT WITH US**

12.1 To tell us you want to end the contract with us, please let us know by calling us on 02380 399086 or email us at [info@shadeyattachments.co.uk](mailto:info@shadeyattachments.co.uk). Please provide your name, home address, details of the order (including your order number), and where available, your telephone number and email address.

## **13. RETURNING PRODUCTS AFTER TERMINATION OF CONTRACT**

13.1. 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.

13.2. You must post them back to us at 7 Nutsea Road, Nursling, Southampton, SO16 0BS.

13.3. 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.

13.4. We will pay the costs of return if:

13.4.1. The products are faulty or misdescribed.

13.4.2. 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, or because you have a legal right to do so as a result of something we have done wrong.

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

## **14. REFUNDS**

14.1. Shadey Attachments will refund you the price you paid for the products, including delivery costs, by method you used for payment. However, we may make deductions from the price, as described in this clause 14.

14.2. If you are exercising your right to change your mind:

14.2.1. 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 shop. If we refund you the price paid before we are able to inspect the products and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

- 14.3 If Shadey Attachments agree to pay for the return of the goods, 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 delivery of a product within 3-5 days at one cost, but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.
- 14.4 We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind, then:
- 14.2.2. Your refund will be made within 14 days from the day on which we receive the product back from you.
- 14.2.3. In all other cases, your refund will be made within 14 days of telling us you have changed your mind.

## **15. OUR RIGHTS TO END THE CONTRACT**

- 15.1. Shadey Attachments may end the contract for a product at any time, by writing to you, if:
- 15.1.1. You do not make any payment to us when it is due, and you still do not make payment within 7 days of us reminding you that payment is due.
- 15.1.2. You do not, within a reasonable time of our request, provide us with information that is necessary for us to provide the products.
- 15.1.3. You do not, within reasonable time, allow us to deliver the products to you.
- 15.1.4. The Customer commits a material breach of any term of this Agreement, where the breach is irremediable, or if such a breach is remediable, fails to remedy that breach within a period of 14 days.
- 15.1.5. The Customer repeatedly breaches any of the terms of this Agreement, in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement.
- 15.1.6. A petition is filed, a notice is given, a resolution is passed, or an order is made for, or in connection with the winding up of the Customer's business activities.
- 15.1.7. An application is made to court, or an order is made, for the appointment of an administrator, or if notice of intention to appoint an administrator is given, over the other party.
- 15.2 If we end the contract in the situations set out in clause 15.1, we will refund any money you have paid in advance for the products we have not provided but we may deduct or charge you compensation for the net costs we will incur as a result of you breaking the contract.
- 15.3 We may write to you to let you know that we are going to stop providing the product. We will let you know in advance of us stopping the supply of the product and will

refund any sums you have paid in advance for products which will not be provided.

## **16. IF THERE IS A PROBLEM WITH THE PRODUCT**

16.1. If you have any questions or complaints about the product, please contact us. You can telephone us on 02380 399086 or write to us at [info@shadeyattachments.co.uk](mailto:info@shadeyattachments.co.uk).

16.2. Shadey Attachments 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 product. Nothing in these terms will affect your legal rights.

### **YOUR OBLIGATION TO RETURN REJECTED PRODUCTS**

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

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

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: if your goods do not last a reasonable length of time you may be entitled to some money back.

16.3. If you wish to exercise your legal rights to reject products, you must either return them in person to where you bought them, post them back to us, or (if they are not suitable for posting) allow us to collect them from you. Please call us on 02380 399086 or email us at [info@shadeyattachments.co.uk](mailto:info@shadeyattachments.co.uk) for a return label or to arrange collection.

## **17. PRICE AND PAYMENT**

- 17.1. The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order. We use our best efforts to ensure that the price of the product advised to you is correct.
- 17.2. 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.
- 17.3. It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable, and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid, and require the return of any goods provided to you.
- 17.4. We accept debit and credit cards, and Paypal payments.
- 17.5. You must pay for the products before we dispatch them. We will not charge you until we dispatch the products to you.
- 17.6. If you do not make any payment to us by the due date, we may charge interest to you on the overdue amount at the rate of 8% per annum 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.
- 17.7. If you think an invoice is wrong, please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved, we will charge you interest on correctly invoiced sums from the original due date.

## **18. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

- 18.1. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of us breaking this contract, but we are not responsible for any loss or damage that is not foreseeable.
- 18.2. A failure or delay by a party to exercise any right or remedy provided under this Agreement, or by law, shall not constitute a waiver of that, or any other, right or remedy.
- 18.3. 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, and for defective products under the Consumer Protection Act 1987.

18.4. Shadey Attachments only supply the products for domestic and private use. If you use the products for any commercial, business, or re-sale purpose, we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## **19. HOW WE MAY USE YOUR PERSONAL INFORMATION**

19.1. We will only use your personal information as set out in our Privacy Policy: [View Here](#)

## **20. TRANSFER OF RIGHTS AND OBLIGATIONS UNDER THESE TERMS**

20.1. We may transfer our rights and obligations under these terms, to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer, you may contact us to end the contract within 14 days of us telling you about it, and we will refund you any payments already made in advance for products not provided.

20.2. You may only transfer your rights or your obligations under these terms, to another person, if we agree to this in writing. However, you may transfer our guarantee to a person who has acquired the product. 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.

## **21. THIRD PARTY RIGHTS**

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

## **22. SEVERANCE**

22.1. Each of the paragraphs of these terms operate separately. If any court or relevant authority finds any part of this contract illegal, the rest will remain in full force and

continue in effect.

### **23. DELAYS IN ENFORCING THIS CONTRACT**

23.1. 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 you breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you, but we continue to provide the products, we can still require you to make the payment at a later date.

### **24. GOVERNING LAW**

24.1. This Agreement, and any dispute or claim arising out of, or in connection with, it, or its subject matter or formation (including non-contractual disputes), shall be governed by, and construed in accordance with, the law of England and Wales. Except, if you live in Scotland, you may bring legal proceedings in respect of the products in either the Scottish or the English courts, and if you live in Northern Ireland, you may bring legal proceedings in either the Northern Irish or the English courts.

### **25. ALTERNATIVE DISPUTE RESOLUTION**

- 25.1. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it without you having to go to court.
- 25.2. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider. In this event, please contact us for details of the provider we use.
- 25.3. You will not be charged for making a complaint, and if you are not satisfied with the outcome, you can still bring legal proceedings.
- 25.4. In addition, please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform.

**BY PLACING AN ORDER WITH US, YOU AGREE TO THESE TERMS AND CONDITIONS**

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