

## LEWMAR.COM TERMS AND CONDITIONS OF SALE

Last updated on 11 November 2015

### 1. THESE TERMS

1.1 **What these terms cover.** These are the terms and conditions on which we supply products listed on lewmar.com (**our Website**) to you as a consumer. Please note that the products that we supply to you are for domestic and private use only.

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.

### 2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 **Who we are.** We are Lewmar Limited a company registered in England and Wales. Our company registration number is 00620277 and our registered office is at Southmoor Lane, Havant, Hampshire, PO9 1JJ. Our registered VAT number is GB381006482.

2.2 **How to contact us.** You can contact us by telephone (02392 481741) or by writing to us at orders@lewmar.com or Southmoor Lane, Havant, Hampshire, PO9 1JJ.

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

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

### 3. OUR CONTRACT WITH YOU

3.1 **How we will accept your order.** Our acceptance of your order will take place when we email you to confirm your order, at which point a contract will come into existence between you and us.

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

3.3 **Your order number.** We will assign an order number to your order and tell you what it is when we confirm your order. It will help us if you can tell us the order number whenever you contact us about your order.

3.4 **International delivery.** We deliver to destinations within the United Kingdom and to destinations outside of the United Kingdom. The destinations to which we deliver our products are described in the checkout process.

3.5 If you order Products from our site for delivery to a destination outside of the United Kingdom, your order may be subject to import duties and taxes which are applied when the delivery reaches that destination. Please note that we have no control over these charges and we cannot predict their amount.

3.6 You will be responsible for payment of any such import duties and taxes. Please contact your local customs office for further information before placing your order.

3.7 You must comply with all applicable laws and regulations of the country for which the Products are destined. We will not be liable or responsible if you break any such law.

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

4.1 **Age restriction.** You may only purchase products from our website if you are at least 18 years of age.

4.2 **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. Although we have made every effort to be as accurate as possible however, all sizes, weights, capacities, dimensions and measurements indicated on our website have a 2% tolerance.

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

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

5.1 **Minor changes to the products.** We may change the product:

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

5.2 **More significant changes to the products and these terms.** In addition, as we informed you in the description of the product on our website, we may make the following changes to these terms or the product, but if we do so we will notify you and you may then contact us to end the contract and receive a full refund before such changes take effect.

#### 6. **PROVIDING THE PRODUCTS**

6.1 **Delivery costs.** The costs of delivery will be as displayed during the checkout process before you click 'Confirm card details'.

- 6.2 **When we will provide the products.** During the order process we will let you know when we will provide the products to you. If no specific date is provided, then we will deliver the products to you as soon as reasonably possible and in any event within 30 days after the day on which we accept your order.
- 6.3 **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.
- 6.4 **If you are not at home when the product is delivered.** If no one is available at your address to take delivery and the products cannot be posted through your letterbox, you will be contacted informing you of how to rearrange delivery or collect the products from a local depot.
- 6.5 **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 we will contact you for further instructions and may charge you for storage costs and any further delivery costs.
- 6.6 **Your legal rights if we deliver late.** You have legal rights if we deliver any products late. If we miss the delivery deadline for any products then you may treat the contract as at an end straight away if any of the following apply:
- (a) we have refused to deliver the products; or
  - (b) delivery within the delivery deadline was essential (taking into account all the relevant circumstances).
- 6.7 **Setting a new deadline for delivery.** If you do not wish to treat the contract as at an end straight away, or do not have the right to do so under *clause 6.6*, you can give us a new deadline for delivery, which must be reasonable, and you can treat the contract as at an end if we do not meet the new deadline.
- 6.8 **Ending the contract for late delivery.** If you do choose to treat the contract as at an end for late delivery under *clause 6.6* or *clause 6.7*, you can cancel your order for any of the products or reject products that have been delivered. If you wish, you can reject or cancel the order for some of those products (not all of them), unless splitting them up would significantly reduce their value. After that we will refund any sums you have paid to us for the cancelled products and their delivery. If the products have been delivered to you must post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please call customer services on 02392 471841 or email us at [orders@lewmar.com](mailto:orders@lewmar.com) for a return label or to arrange collection.
- 6.9 **When you become responsible for the product.** The product will be your responsibility from the time we deliver the product to the address you gave us.

6.10 **When you own goods.** You own a product which is goods once we have received payment in full.

## 7. YOUR RIGHTS TO END THE CONTRACT

7.1 Your right to 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:

- (a) **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the product repaired or replaced or to get some or all of your money back), **see clause 9**;
- (b) **If you want to end the contract because of something we have done or have told you we are going to do, see clause 7.2**;
- (c) **If you have just changed your mind about the product, see clause 7.3.** You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods;

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

- (a) we have told you about an upcoming change to the product or these terms which you do not agree to (see *clause 5.2*);
- (b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the products may be significantly delayed because of events outside our control; or
- (d) you have a legal right to end the contract because of something we have done wrong (including because we have delivered late (see *clause 6.6*)).

7.3 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

7.4 **When you don't have the right to change your mind.** You do not have a right to change your mind in respect of Products which you have purchased, installed and cannot be removed safely without damage to the Product.

7.5 **How long do I have to change my mind?** You have 14 days after the day you (or someone you nominate) receives the goods, **unless your goods are split into several deliveries over different days.** In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery to change your mind about the goods.

**8. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)**

**8.1 Tell us you want to end the contract.** To end the contract with us, you can choose but do not have to use the form set out at the end of these terms which you can send to us by email or post. Alternatively, please let us know by doing one of the following:

- (a) **Phone or email.** Call customer services on 02392 471841 or email us at orders@lewmarm.com. Please provide your name, home address, details of the order and, where available, your phone number and email address.
- (b) **By post.** Print off and complete the form (which can be found at the end of these terms) and post it to us at the address on the form. Or simply write to us at that address, including the information required in the form.

**8.2 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 post them back to us or (if they are not suitable for posting) allow us to collect them from you. Please call customer services on 02392 471841 or email us at orders@lewmarm.com for a return number or to arrange collection. The return number must be clearly stated on the exterior of the product that you return. 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.

**8.3 When we will pay the costs of return.** We will pay the costs of return:

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

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

**8.4 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. The costs of collection will be the same as our charges for standard delivery.

**8.5 How we will refund you.** We will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

**8.6 Deductions from refunds.** If you are exercising your right to change your mind:

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

- (b) 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.

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

- (a) Your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us.
- (b) In all other cases, your refund will be made within 14 days of your telling us you have changed your mind

## 9. IF THERE IS A PROBLEM WITH THE PRODUCT

9.1 **How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at 02392 471841 or write to us at [orders@lewmar.com](mailto:orders@lewmar.com).

9.2 **Summary of your legal rights.** We are under a legal duty to supply products that are in conformity with this contract. Nothing in these terms will affect your legal rights. Advice about your legal rights is available from your local Citizens Advice Bureau or Trading Standards office.

9.3 **Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products you must post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please call customer services on 02392 471841 or email us at [orders@lewmar.com](mailto:orders@lewmar.com) for a return number or to arrange collection. The return number must be clearly stated on the exterior of the product that you return.

## 10. PRICE AND PAYMENT

10.1 **Where to find the price for the product.** The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order. We use our best efforts to ensure that the price of product advised to you is correct. However please see clause 10.3 for what happens if we discover an error in the price of the product you order.

10.2 **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.

10.3 **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. 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, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

- 10.4 **When you must pay and how you must pay.** We accept payment by VISA, MasterCard and PayPal. Please note that we are unable to accept payments by American Express. You must pay for the products before we dispatch them. We will not charge your credit or debit card until we dispatch the products to you.

## 11. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 11.1 **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.

- 11.2 **We are not liable for business losses.** We 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.

## 12. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 12.1 In the course of our dealings with you we will collect and process personal information about you, including to administer and process your order, and to provide the Products. Further information on the manner in which we process personal information is set out in our Privacy Policy, a copy of which is available on our website.

## 13. OTHER IMPORTANT TERMS

- 13.1 **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.

- 13.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

- 13.3 **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.

- 13.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 13.5 **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.
- 13.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.



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**Cancellation Form**

**To:** Lewmar Limited

**Address:** Southmoor Lane, Havant, Hampshire, PO9 1JJ

**Email address:** [orders@lewmarm.com](mailto:orders@lewmarm.com)

I/we hereby give notice that I/we cancel my/our contract of sale of the following goods:

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Order number: .....

E-mail address: .....

Contact telephone number: .....

Ordered on/received on: .....

Name of consumer(s): .....

Address of consumer(s): .....

Signature of consumer(s) (only if this form is notified on paper):

.....  
.....

**DATE:**