

AUGUSTUS BRANDT ANTIQUES INTERNATIONAL LIMITED

TERMS AND CONDITIONS OF SALE

1. THESE TERMS

1.1 What these terms cover. These are the terms and conditions on which we supply goods to you.

2. Why you should read them. These terms tell you who we are, how we will deliver the goods to you, how you and we may change or end the contract, what to do if there is a problem and other important information. They may have changed between the time you last read them and the time you place your order, so please read them carefully before you submit your order to us. If you think that there is a mistake in these terms or require any changes, please contact us to discuss.

2.1 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 are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

Provisions specific to consumers only are in **red** and those specific to businesses only are in **blue**.

2.2 If you are a business customer this is our entire agreement with you. If you are a business customer these terms 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 this agreement.

3. INFORMATION ABOUT US AND HOW TO CONTACT US

3.1 Who we are. We are Augustus Brandt Antiques International Limited, a company registered in England and Wales. Our company registration number is 06524638 and our registered office is at The Martlet Partnership, Martlet House, E1 Yeoman Gate, Yeoman Way, Worthing, West Sussex BN13 3QZ and our main trading address is at Augustus Brandt, Newlands House, Pound Street, Petworth, West Sussex, GU28 0DX.

3.2 How to contact us. You can contact us by telephoning our customer service team at 01798 344722 or by emailing us at enquiries@augustusbrandt.co.uk or by writing to us at Augustus Brandt, Newlands House, Pound Street, Petworth, West Sussex, GU28 0DX.

3.3 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.

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

4. OUR CONTRACT WITH YOU

4.1 Basis of sale: When you place an order to purchase goods from us, your order represents an offer by you to purchase the goods from us. After placing an order, you will receive an email from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. If you do not receive this email, please contact enquiries@augustusbrandt.co.uk so we may investigate and confirm that your order has been placed successfully.

4.2 The terms and conditions which apply to your order will be those in force at the time that you ordered the goods from us, unless any change is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or unless we notify you of a change to the terms and conditions before we send you the dispatch email. In the latter case, you have the right to reject the new terms and conditions and end the contract, provided you do so by notifying us within three working days of receiving the goods. If you do not so notify us, we have the right to assume you have accepted the new terms and conditions.

4.3 Offers and promotions: Occasionally we run offers, promotions and sales online. These are subject to the following terms:

(a) All offers are subject to availability. Sale items are limited stock and although a product may show as in stock, we may occasionally be unable to fulfil the order due to increased demand. If we are unable to fulfil an order, you will notified by email and given a refund for the item.

(b) All offers exclude delivery charges.

(c) Offer end dates apply.

(d) Offers are available online only. Offers cannot be used in conjunction with any other offer/voucher or discount. Where applicable to claim an online discount enter the promotion code at the checkout. Our general terms and conditions apply.

(e) Offers are at our sole discretion and are subject to variation or withdrawal without notice. Offers or promotions cannot be applied to previously placed orders.

4.4 How we will accept your order. All orders are subject to acceptance by us. For non-bespoke items, we will confirm such acceptance to you by sending you an email that confirms that the product has been dispatched, at which point a contract will come into existence between you and us. For bespoke items, we will confirm acceptance of the order

by email upon receipt of the deposit. Any goods on the same order which we have not confirmed as accepted in such dispatch email do not form part of the contract.

4.5 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 goods. This might be because the goods are out of stock, because of unexpected limits on our resources for which we could not reasonably plan, 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 goods, or because we are unable to meet a delivery deadline you have specified.

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

5. OUR PRODUCTS

5.1 Goods may vary slightly from their pictures. The images of the goods 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 goods. Your goods may vary slightly from those images. Although we have made every effort to be as accurate as possible, all sizes, weights, capacities, dimensions and measurements indicated on our website are approximate.

5.2 Packaging may vary. The packaging of the goods may vary from that shown in images on our website.

6. PRICE AND PAYMENT

6.1 Currency of payment: All prices are quoted in UK pounds sterling (£) and therefore your payment may be subject to currency value or conversion rates. We are not responsible for any changes in currency value or conversion rates that your bank or credit card company may use when charging in your country's currency. For UK and EU customers, prices include VAT in accordance with current regulations and exclude delivery charges unless otherwise stated.

6.2 Where to find the price for the product. The price of the product will be the price indicated on the order pages of our website 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 6.4 for what happens if we discover an error in the price of the product you order.

6.3 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we deliver the goods, we will adjust the rate of VAT that you pay,

unless you have already paid for the goods in full before the change in the rate of VAT takes effect.

6.4 What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the goods we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the goods' correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the goods' correct price at your order date is higher than the price stated to you, 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.

7. When you must pay and how you must pay:

7.1 Payment for all products must be by credit or debit card, or bank transfer. We accept payment with Visa, Mastercard and American Express. You must pay for the goods before we dispatch them. We will not charge your credit or debit card until we dispatch the products to you. If you are paying by bank transfer, items will only be dispatched upon receipt of cleared funds.

7.2 We work with a reputable third-party payment gateway, Authipaye. Authipaye use digital signatures and strong encryption to ensure that all sensitive information is protected throughout every transaction.

7.3 A 50% deposit is required on all bespoke orders. Bespoke orders will not be accepted without payment of the deposit.

7.4 Our right of set-off if you are a business customer. If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7.5 We can charge interest if you pay late. 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 4% a year above the base lending rate of 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.

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

8. YOUR RIGHT TO CHANGE YOUR MIND IF YOU ARE A CONSUMER (Consumer Contracts Regulations 2013)

8.1 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 Regulations 2013, are explained in more detail in these terms.

8.2 **When consumers do not have a right to change their minds.** Your right as a consumer to change your mind does not apply in respect of:

- (a) goods which are made to your specifications or which clearly personalised;
- (b) goods which are liable to deteriorate or expire rapidly
- (c) digital products after you have started to download or stream these;
- (d) services, once these have been completed, even if the cancellation period is still running;
- (e) products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;
- (f) sealed audio or sealed video recordings or sealed computer software, once these products are unsealed after you receive them; and
- (g) any products which become mixed inseparably with other items after their delivery.

8.3 **How long do consumers have to change their minds?** You have 14 days after the day you (or someone you nominate) receive the goods, **unless**:

- (a) **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.
- (b) **Your goods are for regular delivery over a set period.** In this case you have until 14 days after the day you (or someone you nominate) receives the first delivery of the goods.

8.4 **How do consumers exercise their right to change their minds?** Please see clause 14 below.

9. DELIVERING THE GOODS

9.1 **Delivery address:** With the exception of some unique items from the shop, we are able to deliver goods throughout the world. We will deliver the goods to the address you specify for delivery on your order, so please make sure this address is accurate and that care is

taken to select the appropriate address for shipping and billing. We cannot accept responsibility for loss or damage to the goods if they have been delivered in accordance with your delivery instructions.

- 9.2 **Delivery costs.** Charges for delivery are based on the size and weight of the goods ordered. Delivery charges will be shown at the checkout before you commit to the order, save for bulky, fragile and unusual items that require special handling, in respect of which we will get back to you with a quote for the price of delivery within 48 hours.
- 9.3 **Customs duties and charges:** Delivery of products outside the UK mainland may be liable for additional duty and custom charges. Domestic sales taxes may be added on delivery. You must accept and pay any additional charges for customs clearance. We have no control over these charges and they are a reflection of the customs and policies held by the final destination country. Policies for customs vary from country to country. Please contact your local customs office for further information before ordering.
- 9.4 **When we will provide the products.** We will deliver the goods to you as soon as reasonably possible. For addresses within the UK, we aim to deliver your item within 5 working days after the day on which we accept your order. For addresses elsewhere in the EU, we aim to deliver within 7 working after the day on which we accept your order. Delivery times for countries outside the UK and EU vary from country to country. During busy periods, such as Christmas, delivery may take longer. We will contact you during the order process to let you know the estimated delivery date.
- 9.5 **Part deliveries:** Sometimes it may be necessary to split your order into multiple deliveries. Please check the delivery note included in your parcel for details of any outstanding items. If an item is missing, please contact us as soon as possible. Postage and packaging charges will only be applied once per order.
- 9.6 **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 goods you have paid for but not received.
- 9.7 **Access for delivery:** It is your responsibility to ensure safe and reasonable access from the public highway to the place of delivery is available and that, where required, you have arranged parking permits in advance of delivery. Our delivery charge does not include any costs resulting from the removal of fixtures, including windows and doorways, or specialist lifting equipment. Should you have any concerns about access via restricted spaces, such as doorways, stairs, lifts or hallways, we strongly advise that a request for an access inspection is made before you place your order. If you do not allow us safe access to your

property to deliver the goods 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 15.2 will apply.

- 9.8 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, we will leave you a note informing you of how to rearrange delivery.
- 9.9 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, we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 15.2 will apply.
- 9.10 Collection by you.** If you have asked to collect the goods from our premises, you can collect them from us at any time during our working hours of 10.00 am-5.30 pm Monday to Saturday or 11.00 am to 4.00 pm on UK public holidays.
- 9.11 When you become responsible for the goods.** The goods will be your responsibility from the time we deliver the product to the address you gave us, or you (or a carrier organised by you) collect it from us.
- 9.12 When you own goods.** You own the goods once we have received payment in full.
- 9.13 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. If so, this will have been stated in the description of the products on our website. We will contact you 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 end the contract (and clause 15.2 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.
- 9.14 Reasons we may suspend the delivery of the goods to you.** We may have to suspend the delivery of the goods to:
- (a) deal with technical problems or make minor technical changes;
 - (b) update the goods to reflect changes in relevant laws and regulatory requirements;
 - (c) make changes to the goods as requested by you or notified by us to you (see clause 12).

9.15 Your rights if we suspend the delivery of the goods. We will contact you in advance to tell you we will be suspending delivery of the goods, unless the problem is urgent or an emergency. If we have to suspend delivery of the goods for a period of more than 60 days you may contact us to end the contract and we will refund any sums you have paid in advance.

9.16 We may also suspend delivery of the goods if you do not pay. If you do not pay us for the products when you are supposed to (see clause 7) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the goods until you have paid us the outstanding amounts. We will contact you to tell you we are suspending delivery of the products. We will not suspend delivery of the goods where you dispute the unpaid invoice (see clause 7.6). As well as suspending delivery we can also charge you interest on your overdue payments (see clause 7.5).

10. IF THERE IS A PROBLEM WITH THE GOODS

10.1 We thoroughly check all goods for any defects before dispatch, but as an extra precaution we advise you to check them on receipt and before removing any packaging. Once the goods are fully unpackaged/used, we will not accept any returns unless the goods are faulty (if sold as new) or do not match their description (if used or antique) .

10.2 If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at 01798 344722, email us at enquiries@augustusbrandt.co.uk or write to us at Augustus Brandt, Newlands House, Pound Street, Petworth, West Sussex, GU28 0DX.. Alternatively, please speak to one of our staff in-store.

10.3 Your rights in respect of defective products if you are a consumer: 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 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 a product sold as new, 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.

For goods sold as used or antique, “satisfactory quality” depends on their age, price and description.

See also clause 8.

10.4 **Your rights in respect of defective products if you are a business:** If you are a business customer we warrant that on delivery, the goods shall:

- (a) conform in all material respects with their description;
- (b) be free from material defects in design, material and workmanship;
- (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- (d) be fit for any purpose held out by us.

10.5 Subject to clause 10.6, if:

- (a) you give us notice in writing within 3 days of receiving the goods that they do not comply with the warranty set out in clause 10.4;
- (b) you return the goods within 14 days of receiving your order;
- (c) we are given a reasonable opportunity of examining such product; and
- (d) you return such product to us at our cost,

we shall, at our option, repair or replace the defective product, or refund the price of the defective product in full.

10.6 We will not be liable for a product's failure to comply with the warranty in clause 10.4 if:

- (a) you make any further use of such product after giving a notice in accordance with clause 10.5(a);
- (b) the defect arises because you failed to follow any instructions specifically stated on our website, or in our catalogue, or any other oral or written instructions from us as to the storage, installation, commissioning, use or maintenance of the goods or (if there are none) good trade practice;
- (c) the defect arises as a result of us following any drawing, design or specification supplied by you;
- (d) you alter or repair the product without our written consent; or
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.

- 10.7 We shall have no liability to you in respect of the goods' failure to comply with the warranty set out in clause 10.4.
- 10.8 These terms shall apply to any repaired or replacement goods supplied by us under clause 10.5.

11. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the goods 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 goods, the timing of delivery 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.

12. OUR RIGHTS TO MAKE CHANGES

12.1 Minor changes to the goods. We may change the goods:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the product.

12.2 More significant changes to the goods and these terms. In addition, as we informed you in the description of the goods on our website, we may make other changes to these terms or the goods, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any products paid for but not received.

13. YOUR RIGHTS TO END THE CONTRACT

13.1 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:

- (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 a service re-performed or to get some or all of your money back), **see clause 10.3 if you are a consumer** and **clause 10.4 if you are a business**;
- (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 13.2;
- (c) **If you are a consumer and have just changed your mind about the product, see clause 8.** 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;

- (d) **In all other cases (if we are not at fault and you are not a consumer exercising your right to change your mind), see clause 13.3.**

13.2 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 12.2);
- (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 delivery of the goods may be significantly delayed because of events outside our control;
- (d) we have suspended delivery of the goods for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than eight weeks; or
- (e) you have a legal right to end the contract because of something we have done wrong.

13.3 Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you are not a consumer who has a right to change their mind (see clause 8), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for goods is completed when the product is delivered and paid for. If you want to end a contract before it is completed where we are not at fault and you are not a consumer who has changed their mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for goods 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.

13.4 If you return goods under any other circumstances, which includes rejecting defective goods more than a reasonable time after receipt, any refund will be made at our discretion. If we do agree to provide a refund, we will not refund the cost of delivery to you and we will not reimburse the cost incurred by you in returning the goods.

13.5 If your order has been sent to a destination within the EU, all sales taxes will be refunded. For orders outside the EU, any customs duties and sales taxes incurred by you are non-refundable.

14. HOW TO END THE CONTRACT WITH US (including if you are a consumer who has changed their mind)

14.1 Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:

- (a) Phone or email.** Call our customer service team at 01798 344722, or email us at enquiries@augustusbrandt.co.uk
- (b) Online.** Complete the form www.augustusbrandt.co.uk on our website.
- (c) By post.** Write to us at Augustus Brandt, Newlands House, Pound Street, Petworth, West Sussex, GU28 0DX.

Please provide your name, home address, details of what you bought, when you ordered or received it and your name and address and, where available, your phone number and email address.

14.2 Returning products after ending the contract. If you end the contract for any reason after goods have been dispatched to you or you have received them, you must return them to us, in their original packaging, with labels attached, and with proof of purchase. You must either return the goods in person to where you bought them, post them back to us at Augustus Brandt, Newlands House, Pound Street, Petworth, West Sussex, GU28 0DX or (if they are not suitable for posting) allow us to collect them from you. Please call customer services on 01798 344722, email us at enquiries@augustusbrandt.co.uk or write to us at Augustus Brandt, Newlands House, Pound Street, Petworth, West Sussex, GU28 0DX for a return label or to arrange collection. **If you are a consumer 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.**

14.3 We are not responsible for any returns which are lost or damaged in the post, so you are advised to use a signed delivery service when returning goods. Returning goods may take up to 7 working days to arrive with us, unless sent via special delivery, so please ensure you allow enough time for any return.

14.4 We will not accept returns for items returned outside of the 14 days return period, or items that have been used/damaged or where the original packaging has been removed (unless the item is faulty).

14.5 Please note that the goods remain your responsibility until they reach our return address. For your own protection, we recommend that you return the goods using a delivery service that insures the full value of the goods and that you obtain a certificate to this effect. Please ensure all items are in a resalable condition and in the original packaging.

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

- (a) if the goods are faulty or misdescribed;
- (b) if you are ending the contract because we have told you of an upcoming change to the goods 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 a consumer exercising your right to change your mind) you must pay the costs of return.

14.7 What we charge for collection. If you are responsible for the costs of return and we are collecting the goods 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.

14.8 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. However, we may make deductions from the price, as described below. Please note that, for items purchased as gifts, refunds can only be given to the original purchaser.

14.9 When we may make deduction from refunds if you are a consumer exercising your right to change your mind. 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. See our Returns page 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.
- (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.

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

- (a) If we have not offered to collect the goods, 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. You will be notified by email informing you that the goods have been received safely and that we are processing your refund. For information about how to return the goods to us, see clause 14.2.

- (b) In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

15. OUR RIGHTS TO END THE CONTRACT

15.1 We may end the contract if you break it. We may end the contract for a product at any time by writing to you if:

- (a) 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;
- (b) 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;
- (c) you do not, within a reasonable time, allow us to deliver the products to you or collect them from us; or
- (d) you do not, within a reasonable time, allow us access to your premises to supply the service.

15.2 You must compensate us if you break the contract. 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 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.

16. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER

16.1 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.

16.2 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 10.3 **OR** including the right to receive products which are: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care and, where installed by us, correctly installed; and for defective products under the Consumer Protection Act 1987

16.3 When we are liable for damage to your property. If we are delivering the goods 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 delivering the goods.

16.4 We are not liable for business losses. If you are a consumer we only supply the goods for to you for domestic and private use. If you use the goods for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause 17.

17. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A BUSINESS

17.1 Nothing in these terms shall limit or exclude our liability for:

- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- (d) defective products under the Consumer Protection Act 1987; or
- (e) any matter in respect of which it would be unlawful for us to exclude or restrict liability.

17.2 Except to the extent expressly stated in clause 17.1 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 are excluded.

17.3 Subject to clause 17.1:

- (a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
- (b) 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), breach of statutory duty, or otherwise, shall be limited to the price paid by you for the goods under such contract.

18. HOW WE MAY USE YOUR PERSONAL INFORMATION

We will only use your personal information as set out in our Privacy Policy which can be viewed at www.augustusbrandt.co.uk

19. OTHER IMPORTANT TERMS

- 19.1 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.
- 19.2 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. **However, if you are a consumer you may transfer our guarantee at clause Error! Reference source not found. to a person who has acquired the goods.** We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the goods.
- 19.3 Nobody else has any rights under this contract (except someone to whom you pass your guarantee).** 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 19.2 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.
- 19.4 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.
- 19.5 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. 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.
- 19.6 Which laws apply to this contract, and where may you bring proceedings:**
- (a)** If you are a consumer, 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.
 - (b)** If you are a business, 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 exclusive jurisdiction to settle any such dispute or claim.

- 19.7 **Alternative dispute resolution if you are a consumer.** 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. If you are a consumer and are not happy with how we have handled any complaint, disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform. You will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings.

SCHEDULE 1 MODEL CANCELLATION FORM FOR CONSUMER CUSTOMERS

(Complete and return this form only if you wish to withdraw from the contract)

To Augustus Brandt Antiques International Limited, Augustus Brandt, Newlands House, Pound Street, Petworth, West Sussex, GU28 0DX. Telephone 01798 344722. Email enquiries@augustusbrandt.co.uk.

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/for the supply of the following service [*],

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

[*] Delete as appropriate

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