

Terms and Conditions

Warranties

1. Evander warranties for the Goods – applicable to all consumers

We warrant that on delivery and for a period of 12 months from the date of delivery, the Goods shall:

- conform in all material respects with the manufacturer's specification be of satisfactory quality
- be fit for any purpose We say the Goods are fit for or for any reasonable purpose for which You use the Goods
- be free from material defects in design, material and workmanship
- comply with all applicable statutory and regulatory requirements for selling the Goods in the United Kingdom.

2. Evander warranties for the Services – applicable to all consumers

We warrant that on delivery, and for a period of 90 days from installation, the Services shall be, or have been, provided with reasonable skill and care.

3. Additional warranties provided by third parties

In addition to the warranties provided by Evander, depending on what Goods and Services are being supplied, You may have additional warranties provided by Evander's suppliers (the Third Party Warranty). If the terms of the Third Party Warranty provide that the warranty that applies to the Goods is transferable to a third party, then We will use Our reasonable efforts to transfer the benefit of the Third Party Warranty to You. In all cases, You are responsible retaining proof of purchase in respect of any Goods and/or Services for which a Third Party Warranty is applicable.

Further information about the Third Party Warranties and their terms can be found at the aftercare and guarantees page on our website.

Important Terms & Conditions at a Glance

Our full legal T&Cs are found after the summary below, in which we set out some of the most common queries. This summary forms part of and uses terms defined in the full terms and conditions.

Your rights to cancel

The below is a summary of your rights to cancel orders for goods and services. Please see the full terms and conditions below for a more detailed explanation of your rights in this regard.

IMPORTANT: Where you elect to have goods installed on a date which falls within the 14 day cooling off period then you will have no right to cancel the order in respect of those installation services once we have completed the installation.

By selecting an installation date within the relevant 14 day cooling off period, you expressly consent to us providing services within the 14-day cooling off period.

Cancelling the order in respect of goods.

Standard and in-stock items (i.e. not bespoke or made to measure items) can be cancelled and returned at any time from the moment you place your order up to 14 days after you receive the item. For multiple item orders, the 14 day limit begins once you have received the final item (provided these are not damaged and are in good working order and condition).

If you wish to exercise this right, please contact our customer service team on 0345 145 0130 or by writing to us at enquiries@evander.com, providing your name, home address, details of the order, a contact phone number and email address.

If you do decide within this timeframe to cancel your order, having already received the item(s) you want to return, then you have a further 14 days (after notifying us of the cancellation) to return the item(s) back to us either in person or by post or courier (which shall be at your own cost) or if the items are not suitable for posting, by either finding some alternative method of returning the goods to us or allowing us to collect them from you. If we have offered to collect the goods (and we are under no obligation to do so) and you agree to us collecting the goods (and you are under no obligation to do so), then you hereby expressly agree to pay to us the direct costs we incur in collecting the goods. Please contact us at the phone number or email address given above to arrange collection.

Once the goods have been returned, or once you have provided us with evidence that you have returned them (such as a proof of postage), then we will refund you within a further 14 day period (i.e. 14 days after we receive the items).

If the item has reduced in value due to use or misuse by you, then a deduction may be made to your refund at our discretion. In the event you make a postal return, it should be made to the following address: Evander Glazing and Locks Limited 1 Peachman Way Broadland Business Park Norwich, Norfolk NR7 0WF

In summary, the general position is as follows:

Time period for cancelling your order: from as soon as you make an order, up to 14 days after receiving your order. Time period for returning your order: up to 14 days after you inform us you have decided to cancel. Time period for receiving a refund: up to 14 days after we receive the returned goods or you have presented evidence of return to us.

However please carefully read the following exceptions to the general position in respect of the services we have agreed to provide (for example installation services):

If you cancel your order after we have started carrying out any of our services (for example, fitting the product at your home), you must pay us for the services you have received up to the time you inform us that you wish to cancel the order. If you have ordered services from us, then where a service has already been provided in full, you are not covered under “your right to cancel”. This means that once you have had something fitted to your property by one of our engineers, you can no longer cancel the part of the order which relates to the provision of such services or obtain a refund for such services even where this falls within the 14 day cancellation window but this does not necessarily remove your right to change your mind in respect of the goods themselves- see further below.

Our terms

1. These terms

- 1 **What these terms cover.** These are the terms and conditions on which we supply products to you, whether these are goods or services.
- 1 **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 **Who we are.** We are Evander Glazing and Locks Limited a company registered in England and Wales. Our company registration number is 01484358 and our registered office is at Broadgate House, Broadway Business Park, Oldham, Greater Manchester, OL9 9XA. Our registered VAT number is 1484358.
- 2 **How to contact us.** You can contact us by telephoning our customer service team on 0345 145 0130 or by writing to us at enquires@evander.com or 1 Peachman Way, Broadland Business Park, Norwich, Norfolk, NR7 0WF.
- 2 **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.** If you wish to purchase the products detailed on our website, you may place your order on our website or by contacting us over the phone on 0345 145 0130. Your order shall constitute an offer by you to purchase the goods or services and your order will be accepted by us on the first to occur of (i) us confirming in writing to you that your order has been accepted (order confirmation) or (ii) we deliver the goods to you or arrive at your property to provide the services, 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 goods or services, or, where you have already paid for the goods or services, we will refund you such price within 14 days of notification to you that we are unable to accept your order. This might be because the

product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified or because we are unable to undertake services at your location. We also reserve the right to decline to quote for or accept an order in the event of disrespectful behaviour or abuse towards our staff.

3.3 Your order number. We will assign an order number to your order and tell you what it is when we accept your order. Please quote the order number in all subsequent correspondence with us relating to the order.

3.4 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 or for fulfilment at addresses outside the UK.

3.5 In respect of our installation services, we only install products at residential premises and do not undertake installations at any business premises.

3.6 We only undertake installation services where we have included this as an option for you to purchase on our website. Certain goods on our website do not have an installation option for you to purchase and we are not required to install those types of goods in that instance.

3.7 If any of these terms are inconsistent with any term of the order (as confirmed by the issue of an order confirmation), the order (as confirmed in the order confirmation) shall prevail.

4. The products

4 We offer the following products for sale through our website. When placing an order, you will be asked to confirm which one or more of the products you wish to purchase. The products we offer for sale are:

- 4 the goods listed on our website, all of which are third party products which are manufactured and branded and packaged by or on behalf of that third party;
- 4 the installation of certain goods you purchased through our website provided they are one of the products referred to in clause 3.6 above; and
- 4 the installation of goods which you have purchased from a third party providing that they are one of the products referred to in clause 3.6 above.

4 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 goods accurately, we cannot guarantee that a device's display of the goods accurately reflects the what the goods will look like. Your product may vary slightly from those images.

4 Product packaging may vary. 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 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. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 8- Your rights to end the contract).

6. Manufacturer changes

- 6 Minor changes to the products by the manufacturer. All products supplied by us are manufactured by a third party. That third party may make minor changes to the product:
 - 6.1.1 to reflect changes in relevant laws and regulatory requirements; and
 - 6 to implement minor technical adjustments and improvements, for example to address a security threat.
- 6 More significant changes to the products by the manufacturer. In addition, as we informed you in the description of the product on our website, the manufacturer of the product may make more significant changes to the product but if they 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.

7. Providing the products

7.1 Delivery costs. The costs of delivery will be as displayed to you on our website.

- 7 If the products are goods. If the products are goods we will deliver them to you as soon as reasonably possible and we will contact you with an estimated delivery date, which will be within 30 days after the day on which we accept your order.
- 7 If you have ordered installation services. The estimated installation date for the services is as told to you during the order process.

7.2 When we provide installation services:

- 7 we will provide all services with reasonable skill and care;
- 7 you are responsible for ensuring that the property is ready and fit for the services to take place, including clearing the area where the installation is to take place;
- 7 you are responsible for ensuring you have sufficient broadband capabilities to run the product in line with the specified product requirements;
- 7 many of the products require a smart phone in order to operate properly. It is your sole responsibility for ensuring you have such a device which meets the minimum requirements;
- 7 you must inform us of any issues relating to access in respect of the relevant property;
- 7 if you fail to provide us with the information required as described above, or the information is inaccurate, we shall not be liable to you for any failure or delay in providing the relevant services.

7.3 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.

- 7.4 If you are not at home when we attempt to deliver the goods. This clause applies where you have ordered goods from us but have not ordered any installation services. If no one is available at your address to take delivery and the products cannot be posted through your letterbox, our delivery provider will leave you a note informing you of how to contact them to rearrange an appropriate time for delivery. It is then your sole responsibility to ensure you contact our delivery provider to rearrange a suitable delivery time.
- 7.5 If you do not re-arrange delivery. If you do not re-arrange delivery with our delivery provider then we may charge you for storage costs and any further delivery costs. If, despite reasonable efforts, we or our delivery provider are unable to contact you or re-arrange delivery we may end the contract and clause 10.2 will apply
- 7.6 If we are not able to deliver the whole of the order at one time due to operational reasons or shortage of stock, we reserve the right to deliver in instalments. We will not charge you extra delivery costs for this. For the purposes of calculating any “substantial delay”, the delivery shall be treated as completed upon delivery of the final instalment.
- 7.7 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 or you are not present at the property on such date) or if your property is not safe or suitable (for example you do not have the required broadband capabilities as described in clause 7.2.3 above) for us to perform the services, we shall have no liability to you for late delivery and 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.
- 7.8 Your legal rights if we deliver goods late. You have legal rights if we deliver any goods late. 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: 7.8.1 we have refused to deliver the goods;
- 7 delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
 - 7 you told us before we accepted your order that delivery within the delivery deadline was essential.
- 7.9 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 7.7, 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.
- 7.10 Ending the contract for late delivery. If you do choose to treat the contract as at an end for late delivery under clause 7.7 or clause 7.8, you can cancel your order for any of the goods or reject goods that have been delivered. If you wish, you can reject or cancel the order for some of those goods (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 goods and their delivery. If the goods have been delivered to you, 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. We will pay the costs of postage. Please call customer services on 0345 145 0130 or write to us at enquiries@evander.com or 1 Peachman Way, Broadland Business Park, Norwich, NR7 0WF for a return label.

- 7 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 or a carrier organised by you collect it from us.
- 7 When you own goods. You own a product which is goods once we have received payment in full.
- 7 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, the address to which the products will be delivered as provided. If so, this will have been stated in the description of the products on our website. We will contact you 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 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.

8. Your rights to end or change the contract

- 8 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:
 - 8 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 11;
 - 8 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 If you have just changed your mind about the product, see clause 8.3. 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;
 - 8 In all other cases (if we are not at fault and there is no right to change your mind), see clause 8.6.
- 8 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 8.2.1 to 8.2.4 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 we or the relevant manufacturer have told you about an upcoming change to the product or these terms which you do not agree to (see clause 6.2);
 - 8 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;

~~8.1.1~~ There is a risk that supply of the products may be significantly delayed because of events outside our control.

~~8.2.4~~ We do not have a legal right to end the contract because of something we have done wrong (including because we have delivered late (see clause 7.7)).

~~8.3~~ 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. When you don't have the right to change your mind. You do not have a right to change your mind in respect of services, once these have been completed, even if the cancellation period is still running. This does not however, impact your right to cancel your order in respect of the goods themselves which may still apply after we have completed performance of the services.

~~8.4~~ How long do I have to change my mind? How long you have depends on what you have ordered and how it is delivered.

- 8 Have you bought services (for example, installation of goods)? If so, you have 14 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. This may include (for example) part of the costs of an engineer booked to provide the services, if you notify us of your intention to cancel too late for us to use that engineer to provide services to someone else. This is not a definitive list of the type of costs you may be required to pay to us in respect of services provided at the point you cancel the services.
- 8 Have you bought goods? if so you have 14 days after the day you (or someone you nominate) receives the goods, unless:
 - 8 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 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 Have you bought goods and services together? If so, your 14-day period to change your mind runs from the period described in clause 8.4.2 above.

~~8.5~~ 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 do not have a right to change your mind (see clause 8.1), 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. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just 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 you ending the contract.

8 Changing the date for provision of the services. If you wish to change the date on which we provide services, such as the installation services, you must notify us as soon as possible. We will try to accommodate such requests, but this cannot always be guaranteed as, for example, we may not have any available engineers on the new service provision date. In addition, if you notify us of an intention to move the service provision date less than 48 hours prior to the planned service provision time (e.g. the time we have agreed to install the goods), we may charge you extra as a result of such postponement as we may incur additional costs as a result. We will notify you of any such additional charges. If you do not wish to incur those additional charges you may keep the original date for the provision of the services. Nothing in this clause removes your right to cancel the contract as described above.

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

- 9 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 Phone or email. Call customer services on 0345 145 0130 or email us at enquiries@evander.com Please provide your name, home address, details of the order and your phone number and/or email address.
 - 9 Online. Complete the online form on our website. 9.1.3 By post. Write to us at: 1 Peachman Way, Broadland Business Park, Norwich NR7 0WF. Please provide your name, home address and details of the order.
- 9 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 the location specified by us or post them back to us at 1 Peachman Way, Broadland Business Park, Norwich, NR7 0WF or (if they are not suitable for posting) allow us to collect them from you. Please call customer services on 0345 145 0130 or email us at enquiries@evander.com for a return label or to arrange collection. If you are exercising your right to change your mind and we have not agreed to collect the goods, you must send off the goods within 14 days of telling us you wish to end the contract. When returning goods to us you must take reasonable care of them which includes ensuring they are properly packaged and sent via the postal service or a reputable courier. We are not obliged to collect the products from you. If we are unable to collect the products or refuse to do so, this does not alter your obligation to ensure they are returned to us.
- 9 When we will pay the costs of return. We will pay the costs of return or collection by us of the goods: 9.3.1 if the products are faulty or misdescribed;
- 9 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.

9.4 What we charge for collection. If you are responsible for the costs of return and we offer to collect the goods (and we are under no obligation to do so) and you agree to us collecting the goods (and you are under no obligation to do so) then , we will charge you the direct cost to us of collection which may include the cost of uninstalling the relevant products (where applicable) and you agree to pay such costs of collection.

9.5 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.

9.6 Deductions 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 shop including any reduction in value as a result of the goods being installed or for any damage caused to the goods whilst in your possession or for any damage caused whilst the goods are returned to us but only if this results directly from your failure to take reasonable care of the goods as further described in clause 9.2 above. 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 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.

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. This may include (for example) part of the costs of an engineer booked to provide the services, if you notify us of your intention to cancel too late for us to use that engineer to provide services to someone else. This is not a definitive list of the type of costs you may be required to pay to us in respect of services provided at the point you cancel the services.

9.6.4 We may also deduct from any refund (or charge an amount equal to) our reasonable costs of collecting and uninstalling the goods as described in clause 9.4 above.

9.7 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:

9 If the products are goods and we have not offered to collect them, 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. For information about how to return a product to us, see clause 9.2.

9 In all other cases, your refund will be made within 14 days of your telling us you have changed your mind

10. Our rights to end the contract

- 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:
 - 1 you do not make any payment to us when it is due;
 - 1 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, the address to which products will be delivered or provided;
 - 1 you do not, within a reasonable time, allow us to deliver the products to you or collect them from us;
 - 1 you do not, within a reasonable time, allow us access to your premises to supply the services;
 - 1 you do not have sufficient broadband capabilities to run the product in line with the specified product requirements; or
 - 1 you do not have a smart phone that meets the minimum requirements in order for the product to operate properly.
- 1 You must compensate us if you break the contract. If we end 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.
- 1 We may withdraw the product. We may write to you to let you know that we are going to stop providing the product. We will let you know at least 24 hours 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

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 on 0345 145 0130 or write to us at enquires@evander.com or 1 Peachman Way, Broadland Business Park, Norwich, NR7 0WF.

11.1 Summary of your legal rights. We are under a legal obligation to provide products that are in conformity with this contract and in accordance with the legal requirements. Nothing in these terms (including the warranty provisions described below) will impact your legal rights. If you have any questions about your legal rights, we recommend that you discuss them with the citizens advice bureau.

Manufacturer warranty. All products supplied by us are manufactured by a third party. That third party may provide a warranty which grants rights in excess of the rights granted to you by law. If we are able to pass on the benefit of such warranty to you, we will use reasonable efforts to do so. If the benefit of a manufacturer's warranty is passed to you then if there are any issues with the products (including faults or defects or damage) which are covered by that warranty and are not covered by these terms, then you must contact the relevant manufacturer in accordance with the terms of the warranty. You are responsible for retaining proof of purchase which may be required by the relevant manufacturer. Further

information about any manufacturer warranties can be found on the aftercare and guarantees page on our website.

- 1 Your obligation to return rejected products. If you wish to exercise your legal rights to reject products because they are not in accordance with the terms of this contract (i.e. where you are not excusing your right to change your mind) you must either return them in person to where you bought them, post them back to us or (if you are not able to return the goods because they are not capable or being posted or you are unable to return them in person) allow us to collect them from you. We will pay the costs of postage or collection. Please call customer services on 0345 145 0130 or email us at enquiries@evander.com for a return label or to arrange collection.

12. Price and payment

- 1 We reserve the right to amend all pricing detailed on this website without any written warning or notice. The prices on our website are provided for guidance only, and we therefore reserve the right to amend these prices. We will, however, inform you of any price change, and will get approval from you to the revised price, before we commence any work.
- 1 Where to find the price for the product. The price of the product is as confirmed in the order confirmation (which, includes VAT) provided by us 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 12.4 for what happens if we discover an error in the price of the product you order.
- 1 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.
- 1 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 to you, we will contact you for your instructions before we accept your order.
- 1 When you must pay and how you must pay. We accept payment by credit or debit card and you must pay for the goods and services at the time you place an order.
- 1 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.
- 1 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.

13. Our responsibility for loss or damage suffered by you

- 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.
- 1 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
- 1 When we are liable for damage to your property. If we are providing services in your property or collecting products from you following your cancellation of an order, we will make good any damage to your property caused by us while doing so however, when installing or uninstalling goods we may need to drill holes into walls and undertake similar types of work. We will not be liable to you for any such damage caused during the proper performance of the services. In addition, we will not be liable for minor and cosmetic damage caused during installation, but we will use our reasonable endeavours to prevent any minor or cosmetic damage which may be caused during installation. 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.
- 1 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 or any other business-related losses.

14. How we may use your personal information

- 1 How we may use your personal information. We will only use your personal information as set out in our <https://www.evander.com/privacy-policy/>

15. Other important terms

- 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.
- 1 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. Nobody else has any rights under this contract. This contract is between you and us. No other person shall have 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.

- 1 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.
- 1 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.
- 1 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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