1. THESE TERMS

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

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 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. 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 Talley Group Limited a company registered in England and Wales. Our Company Registration number is 00520386 and our registered office is 23 Premier Way, Abbey Park Industrial Estate, Romsey, Hampshire SO51 9DQ.

2.2. How to contact us. You can contact us by telephoning our customer service team on 01794 503500 or by writing to us at sales@talleygroup.com or Premier Way, Abbey Park Industrial Estate, Romsey, Hampshire SO51 9DQ.

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 will include e-mail.

3. OUR CONTRACT WITH YOU

3.1. These terms apply to orders placed face to face at your home or premises, via telephone, in writing, via fax or via the internet.

3.2. If you are a business customer these terms apply to the exclusion of all other terms and conditions including any terms or conditions which you seek to apply under any purchase order, confirmation of order or similar document, or which are implied by trade, custom, practice or course of dealing.

3.3. Each order shall be an offer by you to purchase the goods and these terms shall apply. Please ensure that you read these terms carefully, and check that the details on the order and in these terms are complete and accurate, before you sign or submit the order.

3.4. How we will accept your order. Our acceptance of your order will take place when we issue a written acknowledgement of the order or, if earlier, we deliver the goods to you or you accept delivery of the goods, at which point a contract will come into existence between you and us.

3.5. If we cannot accept your order. If we are unable to accept your order, we will inform you of this and will not charge you for the goods. This might be because the goods are out of stock, 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. OUR GOODS

4.1. Goods may vary slightly from their pictures. The images of the goods in our brochures and on our website are for illustrative purposes only. Although we have made every effort to display the colours and goods accurately, we cannot guarantee that a device's display of the colours or the printed pictures in our brochure accurately reflects the colour of the goods. Your goods may vary slightly from those images.

4.2. Packaging may vary. Packaging of the goods may vary from that shown in images on our website or in our brochure.

5. YOUR RIGHTS TO MAKE CHANGES TO YOUR ORDER

5.1. 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 for delivery or anything else which would be necessary as a result of your request and ask you to confirm whether you wish to go ahead with the change.

6. OUR RIGHTS TO MAKE CHANGES

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

6.1.1. to reflect changes in relevant laws and regulatory requirements; and

6.1.2. to implement minor technical adjustments and improvements. These changes will not affect your use of the goods.

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

6.2.1. changes in the specification of the goods which are required to comply with any applicable safety or statutory requirements. These changes will not affect your use of the goods

6.2.2. changes to these terms which are required to comply with changes to relevant laws and regulatory requirements; and

6.2.3. changes in how we accept payment from you.

6.3. We may end the contract if you break it. We may end the contract for goods at any time by writing to you if:

6.3.1. you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;

6.3.2. you do not, within a reasonable time, ask for, provide us with information that is necessary for us to provide the goods;

6.3.3. you must compensate us if you break the contract. If we end the contract in this way we shall only refund you any money that you have paid for goods to which you have not had advance for goods we have not provided but we may deduct or charge you reasonable compensation for the net costs we incur as a result of your breaking the contract.

7. PRICE AND PAYMENT

7.1. Where to find the price for the goods. The price of the goods will be set out in our published price list in force at the time you order the goods. The price does not include VAT which shall be due at the rate ruling on the date of the invoice.

7.2. The price for the goods includes delivery. Where the order value is £50 or less, we will arrange the right to charge an order processing fee.

7.3. Payment shall be due within 30 days of the date of invoice.

7.4. What happens if we got the price wrong. It is always possible that, despite our reasonable efforts, some of the goods on our website may be incorrectly priced. If we discover an error in the price of the goods you have ordered we will contact you to inform you of this error and will give you the option of continuing to purchase the goods at the correct price or cancelling the order. We will not process your order until we have your instructions. If we are unable to contact you, we will treat the order as cancelled and notify you in writing. Please note that if the pricing error is obvious and unmistakable and could reasonably be recognised by you as a mispricing, we do not have to provide the goods to you at the incorrect (lower) price.

8. MADE-TO-MEASURE GOODS

8.1. We may make some goods according to the measurements you provide us.

8.2. Please make sure your measurements are correct and accurate. Unfortunately, we cannot accept the return of made-to-measure goods if the reason for the return is because you provided us with incorrect measurements. This will not affect your legal rights as a consumer in relation to made-to-measure goods that are faulty or not as described.

9. SPECIFICATIONS AND GUARANTEE OF GOODS

9.1. The goods will at the time of delivery correspond to the description and specifications given by us.

9.2. Some goods come with a manufacturer's guarantee. For details, please refer to the manufacturer's guarantee provided with the goods.

9.3. We guarantee that from delivery and for the period of the warranty, the goods shall be free from material defects. However, this guarantee does not apply to any defect in the goods arising from:

9.3.1. fair wear and tear;

9.3.2. wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party;

9.3.3. if you fail to operate or use the goods in accordance with the user instructions;

9.3.4. any alteration or repair by you or by a third party who is not one of our authorised repairers; and

9.3.5. any specification provided by you.

10. IF YOU ARE A CONSUMER AND THERE IS A PROBLEM WITH THE GOODS

10.1. How to tell us about problems. If you have any questions or complaints about the goods, please contact us. You can telephone our customer service team on 01794 503500 or write to us at sales@talleygroup.com or Premier Way, Abbey Park Industrial Estate, Romsey, Hampshire SO51 9DQ.

10.2. Summary of your legal rights. We are under a legal duty to supply goods that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the goods. 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 life of your goods your legal rights entitle you to the following:

- up to 30 days: if your item is faulty, then you can get a refund.
- up to six months: if your faulty item can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- up to six years: if the item can be expected to last up to six years you may be entitled to a repair or replacement, or, if that doesn't work, some of your money back.

10.3. Your obligation to return faulty goods. If you wish to exercise your legal rights to reject goods 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 or collection.

11. DELIVERY OF THE GOODS AND OWNERSHIP

11.1. When we will provide the goods. We shall despatch the goods to the address set out in the order at the time specified by us as the date the goods are to be despatched. Any despatch date is an estimate only.

11.2. To facilitate delivery, you must, at your expense, make all arrangements necessary to take delivery of the goods. This includes providing all requisite instructions, documents, licences and authorisations required for the supply of the goods and any facilities, access, suitable working conditions and adequate and appropriate equipment and manual labour for unloading the goods at the delivery Address to enable delivery of the goods. We are unable to move or assist in the movement of patients or individuals from / to the goods.

11.3. You shall ensure that you or your representative is present at the delivery of the goods.

11.4. We are not responsible for delays outside our control. If our delivery of the goods 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. If you are a consumer, 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.

11.5. If no one is available to take delivery, the courier will leave you a note that the goods have been returned to our premises, in which case, please contact us to rearrange delivery.
12.1 You can always end your contract with us. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract.

12.2 The goods are as good as described, or you have changed your mind:

12.2.1. You have told us about an error that made the goods not as good as described, before any delivery of the goods has taken place;

12.2.2. You have told us you have changed your mind after receiving the goods.

12.2.3. You have a legal right to change your mind under consumer law.

12.2.4. There is a risk that the supply of the goods may be significantly delayed because of events outside our control.

12.2.5. We have suspended the supply of the goods for technical reasons, or notified you that we are going to do so.

12.3 Where you provide us with evidence that you have sent the goods back to us.

12.3.1. If you have changed your mind about the goods (exercising your right to cool off), you have the right to return the goods within 14 days starting from the day after the day you (or someone you nominate) received them.

12.3.2. If you have just changed your mind about the goods (exercising your right to change your mind), you have the right to return the goods within 14 days starting from the day after the day you (or someone you nominate) received them.

12.3.3. Goods made to your specification;

12.3.4. Goods purchased online:

12.3.5. Goods purchased from another retailer.

12.4.1. You own the goods once we have received full payment for them.

12.4.2. You have a right to change your mind under consumer law.

12.4.3. 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 goods within 3-5 days at one cost but you choose to have the goods delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

13. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

13.1. Nothing in these terms limits or excludes our liability:

13.1.1. Death or personal injury caused by our negligence;

13.1.2. Fraud or misrepresentation of a material fact by us;

13.1.3. breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or


13.2. You are a business customer:

13.2.1. We only supply the goods for internal use by your business, and you agree not to use the goods for any resale purposes. This Clause 13.2.1 shall not apply where you are a registered charity paying for goods with funds obtained from a grant.

13.2.2. Subject to clause 13.3, we will under no circumstances whatever be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the contract for: any loss of profits, sales, business, or revenue; loss or corruption of data, information or software; loss of business opportunity; loss of anticipated savings; loss of goodwill; or any indirect or consequential loss.

13.2.3. Subject to clause 13.1, our total liability to you in respect of all losses arising under or in connection with the contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 150% of the price paid for the goods.

13.2.4. Except as expressly stated in these terms, we do not give any representation, warranties or undertakings in relation to the goods. Any representation, condition or warranty made or relied upon by you which is not stated in these terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the goods are suitable for your purposes.

13.2.5. If we agree that you may return goods, they must be in their original condition (undamaged and in a resellable condition) and in the same packaging as purchased, accompanied by a return note and proof of purchase. Any return charges must be paid by you and a restocking charge of 10% of the product’s value (with a minimum of £20.00 + VAT) will be charged for any goods returned in a damaged or faulty condition.

13.3. You are a consumer:

13.3.1. We will only liable to your property. We will make good any damage to your property caused by us while delivering the goods. However, we are not responsible for ensuring that the goods are suitable for your purposes that we discover.

13.3.2. We only supply the goods for domestic and private use. If you use the goods for any commercial, business or resell purposes we will have no liability to you for any loss of profit, loss of business interruption, or loss of business opportunity.

14. EVENTS OUTSIDE OUR CONTROL

14.1. We will not be liable or responsible for any failure to perform, or delay in performance, of any of our obligations under these terms that is caused by an event outside our control.

14.2. If an event outside our control takes place that affects the performance of our obligations under these terms we will contact you as soon as reasonably possible to explain the nature of the delay or cancellation.

15. RIGHTS UNDER GDPR

15.1. You need our consent to transfer your rights to someone else (except that you can always transfer your warranty). You may transfer your rights under these terms to another person if we agree to this in writing. However, you do not need our agreement to transfer the benefit of our guarantee in clause 9.2.

15.2. The contract is between you and us. No other person shall have any rights to enforce any of its terms.

15.3. Rights under GDPR: Talley Group Limited is aware of individuals’ rights under GDPR legislation and we will only use personal information as set out in our Privacy Policy. This policy can be found on our website www.talleygroup.com and a printed copy is available on request.

15.4. 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.

15.5. 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, we will not be prevented from taking such steps at a later date. For example, if you miss a payment and we do not chase you then we will continue to provide the goods, we can still require you to pay the outstanding balance.

15.6. If you are a consumer, these terms are governed by English law and you can bring legal proceedings in respect of the goods in the English courts. If you live in Scotland you can bring legal proceedings in respect of the goods in either the Scottish or English Courts. If you live in Northern Ireland or Wales you can bring legal proceedings in respect of the goods in the English courts.

15.7. If you are a business, these terms and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by English law. We both irrevocably agree that the English courts shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with a contract or its subject matter or formation (including non-contractual disputes or claims).