



11.6. If we are not able to deliver the whole of the order at one time due to operational reasons or shortage of stock, we will deliver the order in instalments. We will not charge you extra delivery costs for this. However, if you ask us to deliver the order in instalments, we may charge you extra delivery costs. Each instalment shall constitute a separate contract governed by these terms. If we are late delivering an instalment or one instalment is faulty, that will not entitle you to cancel any other instalment or to withhold payment in respect of any instalment previously delivered/serviced.

11.7. Delivery of an order shall be completed when we deliver the goods to the delivery address and the goods will be your responsibility from that time.

11.8. **When you own the goods.** You own the goods once we have received payment in full.

## 12. IF YOU ARE A CONSUMER: YOUR RIGHTS TO END THE CONTRACT, RETURN THE GOODS AND REFUND

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:

12.1.1. **If the goods are faulty or misdescribed.** If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get the goods repaired or replaced or to get some or all of your money back), see clause 10 for further information on your rights;

12.1.2. **If you want to end the contract because of something we have done or have told you we are going to do.** If you are ending a contract for a reason set out at clause 12.1.2.1 to 12.1.2.5 below the contract will end immediately and we will refund you in full for any goods which have not been provided and you may also be entitled to compensation. The reasons are:

12.1.2.1. we have told you about an upcoming change to the goods or these terms which you do not agree to;

12.1.2.2. we have told you about an error in the price or description of the goods you have ordered and you do not wish to proceed;

12.1.2.3. there is a risk that supply of the goods may be significantly delayed because of events outside our control;

12.1.2.4. we have suspended supply of the goods for technical reasons, or notify you we are going to suspend them for technical reasons; or

12.1.2.5. you have a legal right to end the contract because of something we have done wrong. Your rights are set out in more detail below.

12.1.3. **If you have just changed your mind about the goods (exercising your right to change your mind under the Consumer Contracts Regulations 2013).** You have 14 days starting from the day after the day you (or someone you nominate) receive the goods to change your mind. 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. Your rights are set out in more detail below.

12.2. **In all other cases (ending the contract where we are not at fault and there is no right to change your mind).** If you do not have any other rights to end the contract you can still contact us before it is completed and tell us you want to end it. If you do this 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. Your rights are set out in more detail below.

12.3. **When you don't have the right to change your mind.** You do not have a right to change your mind in respect of:

12.3.1. goods with an expiry date that has expired at the date of cancellation;

12.3.2. made-to-measure goods;

12.3.3. goods made to your specification; and

12.3.4. goods received sealed for health protection or hygiene reasons that are unsealed after delivery.

12.4. **How to cancel:** To cancel the contract, in accordance with your legal right to do so, you just need to let us know that you have decided to cancel. You can do this by completing the cancellation form on our website or provided with the goods at delivery. If you use this method we will e-mail you to confirm we have received your cancellation. You can also cancel by contacting us by telephone, post or email. If you are e-mailing us or writing to us please include details of your order to help us to identify it. If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you send us the e-mail or post the letter to us. If you post the letter to us, please obtain proof of posting.

12.5. **Returning goods after ending the contract.** If you end the contract for any reason after the goods have been dispatched to you or you have received them, you must return them to us. You must post them back to us or (if they are not suitable for posting) allow us to collect them from you. If you are exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.

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

12.6.1. if the goods are faulty or misdescribed; or

12.6.2. 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.

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

12.7. **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:

12.7.1. If we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the goods back from you or, if earlier, the day on which you provide us with evidence that you have sent the goods back to us.

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

12.8. We will refund you using the same method used by you to pay.

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

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

12.9.2. 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 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 for:

13.1.1. death or personal injury caused by our negligence;

13.1.2. fraud or fraudulent misrepresentation;

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

13.1.4. defective products under the Consumer Protection Act 1987.

13.2. **If 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 an authorised distributor or reseller for Talley Group Limited.

13.2.2. Subject to clause 13, 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, 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 which might be implied or incorporated into 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 (unused, undamaged and in original packaging) and accompanied by a return note and proof of purchase. Any return charges must be paid by you and a re-stocking charge of 10% of the product's value (with a minimum of £20.00 + VAT) will be charged for any goods returned through no fault of Talley Group Limited.

13.3. **If you are a consumer:**

13.3.1. 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.

13.4. **When we are liable for damage 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 the cost of repairing any pre-existing faults or damage to your property that we discover.

13.4.1. We only supply the goods for domestic and private use. If you use the goods for any commercial, business or resale purposes we will have no liability to you for any loss of profit, loss of business, 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 notify you and our obligations under these terms will be suspended and the time for performance of our obligations will be extended for the duration of the event outside our control. Where the event outside our control affects our delivery of goods to you, we will arrange a new despatch date with you after the event outside our control is over.

## 15. OTHER IMPORTANT TERMS

15.1. **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, 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](http://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, 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 goods, we can still require you to make the payment at a later date.

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 the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the goods in either the Northern Irish or 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).

**Please contact Customer Services on 01794 503500 if you wish to receive a copy of our Terms and Conditions for the Hire of Goods**