

Sitting Spiritually Limited

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.

For Products the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected life of your product 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.

For Services the Consumer Rights Act 2015 says:

- you can ask SSL to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- if you haven't agreed a price upfront, what you're asked to pay must be reasonable.
- if you haven't agreed a time upfront, it must be carried out within a reasonable time.

These terms of business are the contract between you and us and are important-please read them

Sitting Spiritually Limited ('SSL' 'we' 'our' 'us') is a company registered in England and Wales no 05295574 registered office ;The Loft, Unit 11, Hunthay Business Park, Axminster, Devon, EX13 5RJ. Tel No 01297 443084. Email martin@sittingspiritually.co.uk VAT number 909 801 221. SSL create Bespoke wooden garden swing seats, rockabys, rope swings, garden benches, tree swings, pergolas and swinging day beds (the 'Products') and refurbishment of swing seats ('Services').

1. OUR CONTRACT WITH YOU

1.1 How we will accept your order. Our acceptance of your order will be when we receive your deposit, which is when the contract between us becomes binding. We will send you full confirmation including delivery costs by email or post.

1.2 If we cannot accept your order. If we are unable to accept your order, we will contact you and will not charge you for the Product.

1.3 Contact You can contact us as above. We can contact you by telephone or by writing to you at the email address or postal address you provided to we in your order.

2. OUR PRODUCTS

2.1 Products may vary slightly from their pictures because the images of the Products in marketing publicity are for illustrative purposes only. Your Product (being handmade and with a 2% tolerance) may vary slightly from those images.

2.2 Making sure your measurements and information is accurate. If SSL are making the Product to information/measurements that you have given SSL you must ensure that this information is correct and accurate and you must also inspect the Products as soon as you can and report any defects ("your information obligation"). You will also provide us with any necessary access and support and services to enable us to carry out the contract.

3. YOUR RIGHTS TO MAKE CHANGES.

3.1 If you wish to make a change to the Product and/or Service you have ordered please contact us. We will let you know if the change is possible, and if so the estimated extra cost and likely timescale.

3.2 Our rights to make changes. We may change the Product and/or Service to implement minor technical adjustments and improvements.

4. PROVIDING THE PRODUCTS AND SERVICES

4.1 When SSL will provide the Services. When we accept your order, we will contact you with an agreed date to begin the Services, and will begin the Services within a reasonable period.

4.2 SSL are not responsible for delays outside its control. If supply of the Products are delayed then we will try to minimise the delay and inform you as soon as reasonable. Provided we do this we will not be liable for delay, but if there is a risk of substantial delay you may end the contract and receive a refund for any Products and/or Services you have paid for but not received.

4.3 Collection by you. If you have asked to collect the Products from our premises, you can collect them from us at a time agreed by us in writing.

4.4 If you are not at home when the Product is delivered then the delivery company will leave you a note informing you of how to rearrange delivery of the Product.

4.5 If you do not re-arrange delivery. If you do not collect the Product(s) 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 and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection SSL may end the contract and clause 7.2 will apply. You may contact us to arrange an alternative place to put the Product if you are unable to be present when delivery takes place.

4.6 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) we may charge you additional costs incurred. If, despite our reasonable efforts, we are unable to re-arrange access to your property we may end the contract and clause 7.2 will apply.

4.7 Your legal rights if we deliver late. If we miss the delivery deadline for any Products and/or Services then you may treat the contract as at an end straight away if any of the following apply:

- (a) we have refused to deliver the Products and/or Services; or

- (b) delivery within the delivery deadline was clearly essential; or
- (c) you told us before we accepted your order that the delivery deadline was essential.

4.8 Setting a new deadline for delivery. If you do not wish to end the contract, or do not have the right to do so under clause 4.6, you can give us a new deadline for delivery (which must be reasonable) and you can end the contract if we do not meet the new deadline.

4.9 Ending the contract for late delivery. If you do choose to end the contract for late delivery under clause 4.7, you can cancel your order for any related Products and/or Services or reject Products and/or Services that have been delivered. If those Products have been delivered to you, you must enable us to collect them from you. After that we will refund any sums you have paid to us for the cancelled Products and/or Services.

4.10 When you become responsible for/own the Products. A Product will be your responsibility from the time of delivery/collection. You own a Product once we have received payment in full.

4.11 What will happen if you do not give required information to us. We need Your Information Obligation to be complete and accurate. If you do not comply within a reasonable time we may either end the contract 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 Product(s) and/or Services late or not supplying any part of them if this is caused by you.

4.12 Technical Reasons why we may suspend the supply of Product(s) and/or Services

- (a) To deal with technical problems or make minor technical changes;
- (b) To update the Product to reflect changes in relevant laws and regulatory requirements;
- (c) To make changes to the Product as requested by you or notified by SSL to you (see clause 3.2).

4.13 Your rights if we suspend the supply of Products and/or Services. We will contact you in advance to tell you we will be suspending supply of the Products and/or Services, unless the problem is urgent or an emergency. If we have to suspend the Products and/or Services we will adjust the price so that you do not pay during that suspension. You may contact us to end the contract if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 4 weeks and we will refund any advance payments.

4.14 We may also suspend supply of the Products and/or Services if you do not pay. If you do not pay us for the Products and/or Services on time and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the Products and/or Services until you have paid the outstanding amounts. We will contact you to tell you we are suspending supply of the Products and/or Services. We will not suspend the Products and/or Services where you dispute an unpaid invoice (see clause 9.7). As well as suspending the Products and/or Services we can also

charge you interest on your overdue payments (see clause 9.6).

5. YOUR RIGHTS TO END THE CONTRACT

5.1 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:

(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 8;

(b) **If you want to end the contract because of something SSL have done or have told you SSL are going to do**, see clause 5.2;

(c) **If you have just changed your mind about the Product and/or Service**, see clause 5.3. 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 may have to pay the costs of return of any Products;

(d) **In all other cases (if we are not at fault and there is no right to change your mind)**, see clause 5.5.

5.2 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 below the contract will end immediately and we will refund you for any Product and/or Service not provided. 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 3.2);

(b) we have told you about an error in the price or description of the Product and/or Service you have ordered and you do not wish to proceed;

(c) there is a risk that supply of the Product and/or Service may be significantly delayed because of events outside our control;

(d) we have suspended supply of the Product and/or Service for technical reasons, or notify you SSL are going to suspend them for technical reasons, in each case for a period of more than 4 weeks; or

(e) you have a legal right to end the contract because of something SSL have done wrong (including because we have delivered late (see clause 4.7)).

5.3 Exercising your right to change your mind. For most Products bought you have a right to change your mind within 14 days (the "Cooling-Off Period") and receive a refund. You do not have a right to change your mind in respect of Services, once these have been completed, even if the Cooling-Off Period is still running.

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

(a) **Have you bought Services** you have 14 days after the day you confirm the order to us. 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 for the Services provided up until you tell us you have changed your mind.

(b) **Have you bought Products** you have 14 days after the day you receive the Products, unless your Products are split into several deliveries. In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery.

5.5 **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, you can still end the contract before it is completed. A contract for Products 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. We will refund any advance payment (save for any deposit you have paid) for Products/Services which will not be provided to you but we may deduct (or if you have not made an advance payment charge you) 20% of the total price as a cancellation fee for the net costs we will incur.

6. HOW TO END THE CONTRACT WITH SSL (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

6.1 **Tell SSL you want to end the contract.** To end the contract, please let us know by contacting us in writing. If you wish to cancel you may wish to use the following wording: *To Sitting Spiritually Limited of Bramble Hayes, Yawl Hill Lane, Lyme Regis, DT7 3RP I/We hereby give notice that I/We cancel my/our contract of sale of the following Products/ for the supply of the following service Ordered on [] /received on [] Name of consumer(s) []. Address of consumer(s) []. Signature of consumer(s) []. Date []*

6.2 **Returning Products after ending the contract and cost of return.** 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. We will pay the costs of return if the products are faulty or misdescribed or you are ending the contract because of an upcoming change to the Product, an error in pricing or description, a delay in delivery or because we have done wrong. In all other circumstances you must pay the costs of return.

6.3 **What we charge for collection.** If you are responsible for the costs of return and we are collecting the Products from you, we will charge you the direct cost of collection.

6.4 **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.

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

(a) We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the Products, caused by your handling or using 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 Products and later discover you have handled them

in an unacceptable way, you must pay an appropriate amount.

(b) Where the product is a Service, we may reduce your refund of 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.

6.6 **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 your refund will be within 14 days from the day on which we collect/receive the Product or in the case of Services you telling us you have changed your mind.

7. OUR RIGHTS TO END THE CONTRACT

7.1 **We may end the contract if you break it.** We may end the contract 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;

(b) you fail to comply with your Information Obligation, to allow us to deliver the Products to you or to collect them or to allow us access to your premises to supply the Services or otherwise break the contract.

7.2 **Compensation for Breach of contract** You must compensate us if you break the contract. If we end the contract, we will refund any money you have paid in advance for Products not provided but we may deduct or charge you 20% of the total Product/Service price as a cancellation fee for the net costs incurred.

7.3 **We may withdraw the Product and/or Service.** We will let you know in writing if we are going to stop providing the Product and/or Service after the contract has been made and before delivery. We will let you know at least 7 days in advance of our stopping the supply and will refund any sums you have paid in advance.

8. IF THERE IS A PROBLEM WITH THE PRODUCT

8.1 **How to tell us about problems.** If you have any questions or complaints about the Product and/or Service, please contact us.

8.2 **Your obligation to return rejected Products.** If you wish to exercise your legal rights to reject you must either return them in person to us or allow us to collect them from you. If there is a problem with the Product we will pay the costs of postage or collection. Please contact us to arrange return/collection.

9. PRICE AND PAYMENT

9.1 We reserve the right to charge a non-refundable deposit of £250 per Product ordered (save for rope swings and ammonite tables) or Service requested at the point you and we enter into the contract (where bespoke Products are ordered the deposit may be higher). Please note we will not proceed with a commission or the provisions of Services until this deposit is paid.

9.2 **Where to find the price for the Products and/or Services.** The price of the Product and/or Services (including VAT) will be the price indicated in your order and invoice(s). We take all reasonable care to ensure that the price of the Product advised to you is correct.

Please see clause 9.4 for what happens if we discover an error in the price.

9.3 **SSL 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/Service, we will adjust the rate of VAT that you pay, unless you have already paid in full before the change takes effect.

9.4 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the Products may be incorrectly priced. We will normally check prices before accepting your order. Where the Product's correct price at your order date is less than the 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 instructions.

9.5 **When you must pay and how you must pay.** How and when you must pay depends on what Products and/or Services you are buying:

(a) You must pay for the Products before we deliver or you collect them. We accept payment by cash, electronic bank transfer, debit or credit card. We will provide a final invoice showing any balance due at completion of your order.

(b) We will invoice you for the balance of the price of the Services when we have completed them. You must pay the invoice upon receipt.

9.6 **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 on the overdue amount at the rate of 4% a year above the Bank of England base rate from time to time. Interest shall accrue on a daily basis from the due date until the date of actual payment or judgment. You must pay interest together with any overdue amount.

9.7 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly. 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.

10. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

10.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible only for loss or damage you suffer that is a foreseeable result (obvious or knew it might happen) of our breaking this contract or our failing to use reasonable care and skill.

10.2 **We do not exclude or limit in any way its liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or for defective Products. However, we are not liable for any accident arising from the way that Products are used or any other claims. Please note we do not provide installation services (although our delivery company may help) and we will not be responsible for incorrect assembly.

10.3 **When we are liable for damage to your property.** If we are providing Services in your property, we will make good any damage to your property caused by us. We are not responsible for the cost

of repairing any pre-existing faults or damage to your property that we discover.

10.4 **We are not liable for business losses.** If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of use, loss of profit, loss of business, business interruption, or loss of business opportunity nor for any indirect or consequential loss nor for any losses of third parties.

10.5 **Use of the Products.** Our swing seats and A frames are built for gentle swinging within the parameter of the A frame or pergola. Any use outside of this should be avoided and we will not be responsible for any losses arising out of this misuse.

11. HOW WE MAY USE YOUR PERSONAL INFORMATION

11.1 **How we will use your personal information.** We will use the personal information you provide to supply the Products/Services to you and to process your payment.

We will only give your personal information to third parties where the law either requires or allows us to do so.

12. OTHER IMPORTANT TERMS

12.1 **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.

12.2 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the clauses of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

12.3 **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, it will not prevent us taking steps against you at a later date.

12.4 **Intellectual Property** Our Products are works of artistic craftsmanship and we reserve all copyright and design right in them and their components and in all photographs designs drawings and illustrations of them. Our brands are trademarks (some of which are registered) and we reserve all rights in relation to them.

12.5 **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 this contract in the English courts. Alternative Dispute Resolution (such as through a mediator or ombudsman) may be available.