

## byHiggins Ltd - Terms & Conditions

### ABOUT US & CONTACT DETAILS

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We are byHiggins Limited registered in England and Wales under company number 10836655. Our registered office is at The Loft Unit 11, Hunthay Business Park, Axminster, Devon, United Kingdom, EX13 5RJ.

If you would like to contact us for any reason (including because you have a complaint) you can contact us by post at the address given above, or email us at [info@byhiggins.com](mailto:info@byhiggins.com). If you are emailing or writing to us or writing to us about an Order, please include details of your Order number to help us identify it. We will acknowledge any complaint within 48 hours and our aim is always to resolve things very quickly.

If we have to contact you we will do so by telephone or by writing to you at the email or postal address you provided to us when you placed your Order.

### THE TERMS & OUR POLICIES

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1. This page (together with our **Privacy Policy** and the other standards, policies and procedures which we may, from time to time, publish on our website at [www.byhiggins.com](http://www.byhiggins.com) (**the site** or **our site**)), tell you who we are and the legal terms and conditions (**the Terms**) on which we will supply the products on the site (**the Products**) to you. The Terms also tell you how you and we may change or end any contract between us and what to do if there is a problem, as well as other important information.
2. These Terms will apply to any contract between us for the purchase of any Product (**Contract**) as we only accept Orders subject to these Terms. Please read the Terms carefully and make sure you understand them before placing any Order.
3. **Please note**, in particular, that before you can place an Order for any of our Products, you will be asked to agree to these Terms. If you don't accept the Terms you won't be able to place an Order. By using our site and placing an Order, you will be deemed to have read and accepted all that follows, including our cancellation policy and our Privacy Policy. You should print a copy of these Terms or save them to your computer for future reference.
4. We do amend or replace these Terms from time to time to reflect changes in relevant laws and regulatory requirements. This is why, each time you want to place an Order, we ask you to check to ensure you understand the terms which will apply at that time. For the date of introduction and current version of the Terms please see the details at the head of this document. Past versions of the Terms and the dates of their application are available on request. If you continue to use our site or purchase any Product after we have given details of changes on our site, you will be deemed to have accepted those changes. Each time you place an Order the Terms in force at the time of your Order will apply to the Contract. If any change is not acceptable to you then you must stop accessing our site and placing Orders.

5. These Terms include our:

Purchase Terms. We describe how you can purchase Product(s) available for sale via our site, as well as if, when and how you will be able to cancel or change any Order and your entitlement to a full or partial refund as a result.

6. These Terms and any Contract between us are only in the English language and we can currently only take your Order online if you are at least 18 years old and resident in the UK.

## PLACING YOUR ORDER

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### Orders

7. All prices quoted on our site are accurate at the time of publication and no VAT is currently chargeable for our Products. Prices are subject to change without notice from time to time but price changes will not affect any Order once taken.

8. Payment for your Order(s) can be made by credit or debit card within the secure environment of the Stripe payment system or via PayPal. Please note that if you do place an Order, a contract will then be made between you and Stripe or PayPal; these Terms will not override any of Stripe or PayPal's own terms and conditions in relation to payments and your payments will be subject to the relevant Stripe or PayPal terms and conditions. You can find these conditions [here](#) (for Stripe) and [here](#) (for PayPal). We urge you to review them before you place any Order.

9. Once the payment process is complete and Stripe or PayPal has confirmed your Order by email (**Acknowledgement**), the Contract between you and byHiggins Ltd for your purchase of the Product(s) will also be made (and your credit/debit card will have been charged for the value of order).

### Orders – our rights

10. We may decline to accept any Order received, by informing you by telephone or email within a reasonable period of receipt by byHiggins Ltd of your Order. This might happen because (a) Products are out of stock, (b) because of unexpected limits on its resources which byHiggins Ltd could not reasonably plan for, (c) because a credit reference obtained for you is not satisfactory, (d) because byHiggins Ltd has identified an error in the price or description of Products, (e) can't meet any delivery deadline you specified, or (f) because byHiggins Ltd considers it cannot meet your specific requirements. You will not be charged for any Order which is declined and any money you have already paid will be refunded to you without charge.

11. All descriptions of the Products contained in any byHiggins Ltd brochure, on the site or otherwise communicated to you are for illustrative purposes. Every effort has been made to display colours accurately, but byHiggins Ltd can't guarantee that devices which you use to display the colours or the printed pictures in any brochure, accurately reflect the colour of the Products. The Products supplied may also vary slightly from those images and Products manufactured for you may have minor and technical changes which are unavoidable deviations from the original specifications.

### Order Acknowledgement

12. Provided that everything is as it should be, byHiggins Ltd will accept your Order by providing you, by email, with written acknowledgement of receipt and acceptance of the Order (the **Order Acknowledgement**). **It is only at this point that there will be a contract between byHiggins Ltd and you.** The Order Acknowledgement will confirm pricing for Products ordered, as well as delivery charges. byHiggins Ltd will begin to process your Order only on receipt of your money, when manufacture of your Product(s) will begin, according to the details given in the Order Acknowledgement.

13. Although, for most goods bought over the telephone, by mail order or by exchange of emails, customers have a legal right to change their mind within 14 days and receive a refund (these rights, under the *Consumer Contracts Regulations 2013*, are explained in more detail in these Terms (see section 54), since our Products are made to your specification, you may not cancel or change any Order, in whole or in part, once you have received our Order Acknowledgement, even if the cancellation period is still running. byHiggins Ltd may, at its discretion and only in writing, allow an Order to be cancelled, but byHiggins Ltd will need to recover from you the actual costs which it incurs as a result of the cancellation; since Products are manufactured to your Order, these costs may even include the full price of the Product(s) which will have been manufactured for you.

### PAYMENT

Payment will taken upon order.

If you fail to make any payment (or if your payment card is declined or refused) before the due date for delivery, byHiggins Ltd will also be entitled to cancel any pending Orders or suspend any further deliveries of Products to you. byHiggins Ltd may also retain any deposit monies already paid by you at the date of such cancellation or suspension, to cover its actual costs incurred to the date of cancellation or suspension.

### DELIVERY

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14. Delivery will be made to the address which you provided to byHiggins Ltd. The cost of delivery will be as stated in the Order Acknowledgement.

#### Delivery Dates

15. We will do our very best to make sure that your Products are delivered to you on or before the estimated delivery date we give you when you first place your Order. However, since our Products are custom-made in small batches, there may occasionally be times when, through no fault of our own, delivery dates have to be postponed or changed, so that we cannot guarantee delivery by a specific date. If you need your Order by a specific date, please do let us know when you place your Order. We will always do our best to meet this, but we don't and can't guarantee to deliver on or before a specific date, so if this is important to you, please do not place an Order.

16. If an event outside our control does happen (and, for this purpose, an **event outside our control** is any act or event beyond the reasonable control of byHiggins Ltd), we will always:

- give you as much notice as we possibly can, either by email (or text message if you have provided us with relevant details); and

- do our best to reschedule once the event outside our control is over and deliver your Products to you at the earliest possible opportunity.

### Delayed Delivery

17. If the supply of Products is delayed by an event outside byHiggins Ltd's control, we will contact you as soon as possible to let you know; we will also 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 byHiggins Ltd to end the Contract and receive a refund for any Products paid for but not received.

### Failed Delivery

18. If no-one is present at the notified time and address to take delivery of your Products, these may then be returned to byHiggins Ltd 's distribution address. If, after a failed delivery to you, you do not re-arrange delivery or, alternatively, collection from byHiggins Ltd's distribution address at no additional charge, byHiggins Ltd will contact you for further instructions and may charge you for further delivery costs. If, despite byHiggins Ltd's reasonable efforts, it is unable to contact you or re-arrange delivery or collection, byHiggins Ltd may end the Contract.

19. Where Products have been returned to byHiggins Ltd following a failed delivery, should you wish Products to be delivered at a later date, an extra delivery charge equal to the full delivery charge stated on the Order Acknowledgement must be paid by you prior to the delivery being rearranged by byHiggins Ltd.

20. Please note that you must also carefully examine Products as soon as reasonably possible after delivery. You are asked to inform byHiggins Ltd by email of any fault or damage as soon as you can, as well as any defects or damage reasonably discoverable on careful examination. Any damage should be recorded on the delivery note at time of delivery. Please note that Halter Hangars are individually made and hand finished and the finish reflects the hand made process which may vary from product to product. This will not affect the functionality of the product.

## WARRANTIES

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21. The warranties detailed in this section are given by byHiggins Ltd in addition to and not in substitution for your legal rights relating to faulty or mis-described goods, details of which are at section 54.

22. byHiggins Ltd warrants that, for all Products which it supplies, if those Products are defective (unless byHiggins Ltd can show that any defect was *not* present at the time of delivery) up to 6 months after the date of delivery (the **Warranty Period**), it will replace or repair the Products.

23. No warranty will apply to any defect which arises from improper use, failure to follow Product instructions, or any repair or modification made without the consent of byHiggins Ltd. All warranties are subject to a claim being made in writing to byHiggins Ltd within the relevant Warranty Period.

### Disclaimer & Limitations on our Liability

24. If we fail to comply with these Terms 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 a Contract or 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 either if it is obvious that it will happen or if, at the time the Contract was made, both we and you knew it might happen.

25. We do not in any way exclude our liability to you where it would be unlawful to do so; this includes liability for (a) death or personal injury caused by our negligence, (b) for our fraud or fraudulent misrepresentation, (c) breach of your legal rights in relation to the Products goods as summarised at section 54 and (d) for defective goods under the *Consumer Protection Act 1987*.

26. Our Products are designed and provided for you personally and for your private domestic use only. If you use the Products for any commercial or business purposes, we will have no liability to you in any way for business losses, including (but not limited to) loss of profits, sales, business or revenue, loss of goodwill or reputation, or business interruption.

27. To the extent permitted by law, we *do* exclude all conditions, warranties, representations or other terms which may apply to our Products, our site or any content on it, whether express or implied.

28. We will not be liable for any loss or damage resulting from use of, or inability to use our site, nor caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.

29. We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

### CANCELLATION & CHANGES

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30. Since our Products are made especially for you, we regret that you will *not* be entitled to a refund once your Order has been placed, unless of course, the Products we have supplied are faulty (see section 32 for more details). In such circumstances, where a refund *is* due to you, this will generally be made to the credit or debit card account from which your payment was originally taken. Refunds will be made at the earliest possible opportunity (and in any event within 14 working days of receipt by us of your valid refund request).

31. Provided you are able to do so as quickly as possible after your Order has been placed, we *may* be able to accommodate *changes* to your Order, if you have changed your mind or made a mistake, **provided** the manufacturing process has not already started. The easiest way to amend your Order is to email us at [info@byhiggins.com](mailto:info@byhiggins.com). If you do email us we will confirm that we have received your change request by email just as soon as we can. If you don't receive this confirmation please try to contact us again. Please provide your name, Order number and, where available, your phone number and email address. Whilst we will always do our best to accommodate changes if we possibly can, this may simply not be possible if manufacture of your Product(s) is already under way. There may be circumstances

in which we can only make a change you have asked for on payment of any additional charge. We will always agree any such charge with you before proceeding with a change. Please note that we may also require you make full payment for an altered Product in advance

### ENDING THE CONTRACT

32. Your rights to end the Contract will depend on what you have bought, whether there is anything wrong with it, how byHiggins Ltd is performing and when you decide to end the Contract:

- (a) if Products bought are faulty or misdescribed you *may* have a legal right to end the Contract (or get the Products repaired or replaced, or get some or all your money back), see section 54 below;
- (b) if you have just changed your mind about the Products (see section 13 above) you may be able to get a refund if you are within the cooling-off period (though since byHiggins Ltd Products are generally made to your individual requirements, this right to cancel is not likely to apply, unless BYHIGGINS LTD is in breach of its obligations to you), but this may be subject to deductions and you will have to pay the costs of return of any Products;
- (c) in all other cases (if byHiggins Ltd is not at fault and there is no right for you to change your mind), see sections 40.

### Changed your mind?

33. If you have the right to do so and are exercising your right to change your mind, then if you have ordered Products and you have not made arrangements to return them to byHiggins Ltd, your refund will be made within 14 days from the day on which you provide byHiggins Ltd with evidence that you have sent the Products back to them. For information about how to return goods to byHiggins Ltd, see section 45.

34. If you are exercising your right to change your mind:

- byHiggins Ltd may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the Products, if this has been caused by you handling them in a way which would not be permitted in a shop. If byHiggins Ltd refunds you the price paid before it is able to inspect the Products and later discovers you have handled them in an unacceptable way, you must pay byHiggins Ltd an appropriate amount.
- The maximum refund for delivery costs will be the cost of delivery by the least expensive delivery method which byHiggins Ltd offers.

35. In all other cases your refund will be made within 14 days of you telling byHiggins Ltd you have changed your mind.

### How you can end the Contract

36. Even if byHiggins Ltd is not at fault and you do not have a right to change your mind (see section 32), you can still end the Contract before it is completed, but may have to pay compensation to byHiggins Ltd. A contract for goods is completed when the product is delivered.

37. Should you want to end a Contract before it is completed where byHiggins Ltd is **not** at fault and you have not changed your mind (or have no right to cancel if you do), you should contact byHiggins Ltd to let them know. The Contract will end immediately and byHiggins Ltd will refund any sums paid by you for Products not provided, but may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs byHiggins Ltd will incur as a result of you ending the Contract (see section 46 for more information about deductions).

38. To end the Contract, you should let byHiggins Ltd know by emailing byHiggins Ltd at [info@byhiggins.com](mailto:info@byhiggins.com). Please provide your original Order number and as many details as possible of what was bought, when it was ordered or delivered and your name and address. We recommend that you send any notice of cancellation by recorded delivery. A suggested form of notice is given in the Schedule to these Terms (but you don't have to use this).

39. You must compensate byHiggins Ltd if you break the Contract.

### How we can end the Contract

40. byHiggins Ltd can end the Contract for the supply of Products at any time by writing to you if: (a) you do not make any payment to byHiggins Ltd when it is due and you still do not make payment within 7 days of byHiggins Ltd reminding you that payment is due, (b) you do not, within a reasonable time of byHiggins Ltd asking for it, provide byHiggins Ltd with information that is necessary for byHiggins Ltd to provide the Products, or (c) you do not, within a reasonable time, either allow byHiggins Ltd to deliver the Products to you.

41. If byHiggins Ltd ends the Contract in the situations set out in section 42. byHiggins Ltd will refund any money you have paid in advance for goods which byHiggins Ltd has not provided but byHiggins Ltd may deduct or charge you reasonable compensation for the net costs byHiggins Ltd will incur as a result of you breaking the Contract.

### Refunds & Deductions

42. You may contact byHiggins Ltd to end the Contract for Products at any time before delivery or completion of supply where you have paid for those Products. In some circumstances byHiggins Ltd may charge you for doing so, as described below. If Products are faulty or misdescribed you have additional rights (see section 46).

43. Should you wish to end a Contract because either: (a) byHiggins Ltd has told you about an error in the price or description of the Products goods ordered and you do not wish to proceed, (b) there is a risk that supply of the Products may be significantly delayed because of events outside byHiggins Ltd's control, (c) byHiggins Ltd has suspended supply of the Products for technical reasons, or notified you that it is going to suspend them for technical reasons, in each case for a period of more than 3 months, or (d) you have a legal right to end the Contract because of something byHiggins Ltd has done wrong (but see sections 15 to 18 about your right to end the Contract where delivery is late), then the Contract will end immediately and byHiggins Ltd will refund you in full for any Products which have not been provided or have not been provided properly. You may, in certain circumstances, also be entitled to further compensation.

44. If you are not ending the Contract for one of the reasons set out in section 43, the Contract will end immediately and byHiggins Ltd will refund any sums you have paid for Products not provided. byHiggins Ltd may deduct from that refund (or, if you have not made

an advance payment, charge you) reasonable compensation for the net costs byHiggins Ltd will incur as a result of you ending the Contract.

### Returning Products & Costs of Return

45. If you end the Contract for any reason **after** Products have been dispatched to you, or you have already received them and (because byHiggins Ltd cannot recall them) they are delivered to you, you must return them to byHiggins Ltd, providing you have not been damaged or marked during installation.

### Costs of Return

46. If you are ending the Contract because (a) the Products are faulty or misdescribed, (b) byHiggins Ltd has told you of an upcoming change to the Products or these Terms, an error in pricing or description, a delay in delivery due to events outside byHiggins Ltd's control or (c) because you are exercising your legal rights to end the Contract because of something byHiggins Ltd has done wrong, then byHiggins Ltd will pay the costs of return.

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

48. byHiggins Ltd will refund to you the price paid for the Products including delivery costs, by the method used for payment. However, deductions may be made from the price, as described above.

49. Please note that byHiggins Ltd will only reimburse the price paid (including any delivery charges) for any faulty Product. We will not reimburse any outside or third party costs or expenses which you might incur in relation to your Order or any refund.

### OTHER IMPORTANT TERMS

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50. byHiggins Ltd may transfer its rights and obligations under a Contract to another organisation but this will not affect your rights or our obligations under these Terms. We will always notify you in writing or by posting on our site if this happens and we will ensure that the transfer will not affect your rights under the Contract. You may only transfer your rights or your obligations under these Terms to another person if we agree to this in writing.

51. Contracts are between you and byHiggins Ltd. No-one else will have any right to enforce any term under the *Contracts (Rights of Third Parties) Act 1999* or otherwise and neither of us will need to get the agreement of any other person in order to end a Contract or make any changes to these Terms.

52. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

53. These Terms are governed by English law. This means each Contract for Orders placed through our site and any dispute or claim arising out of or in connection with it will be governed by English law. You can bring legal proceedings in respect of a Contract in the English courts. If you live in Scotland you can bring legal proceedings in respect of a Contract in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of a Contract in either the Northern Irish or the English courts.

## SUMMARY OF RIGHTS

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54. byHiggins Ltd is 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.

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](http://www.adviceguide.org.uk) or call 03454 04 05 06.

If your product is, for example, windows or doors, the Consumer Rights Act 2015 says these must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

- up to 30 days: if your goods are faulty, then you can get an immediate refund.
- up to six months: if your goods can't be repaired or replaced you're entitled to a full refund, in most cases.
- up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

If your product is **services**, for example, installation services, the Consumer Rights Act 2015 says:

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

## THE SCHEDULE

### Model Cancellation Form

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

To: [Postal Address]/ [info@byhiggins.com](mailto:info@byhiggins.com) \*

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

Ordered on\*/received on\*,

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

\*Delete as appropriate

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