TRADING TERMS AND CONDITIONS OF SALE (JERSEY)

1 INTRODUCTION

1.1 These terms and conditions (these "Terms") (together with our Privacy Policy and Cookies Policy) tell you information about us and set out the legal terms and conditions on which we sell products ("Products") listed on our website www.brewers.co.uk ("Website") to you.

1.2 These Terms will apply to any contract for the sale of Products by us to you ("Contract"). Please read these Terms carefully and make sure that you understand them before ordering Products from our Website.

1.3 In some areas you will have different rights under these Terms depending on whether you are a business or consumer. You are a consumer for the purpose of (a) the Supply of Goods and Services (Jersey) Law 2009 if you neither enter the Contract in the course of a business nor hold yourself out as doing so; or (b) the Distance Selling (Jersey) Law 2007 if you are a natural person acting in relation to the supply of Products pursuant to the Contract for purposes that are not those of a business of you. Provisions specific to consumers only are highlighted in brackets in the term [*CONSUMER ONLY*] and those specific to business only are highlighted in brackets [*BUSINESS ONLY*]. If you have problems distinguishing these please let us know and we will provide these Terms in an alternative format.

1.4 [*BUSINESS ONLY*] If you are a business customer these Terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these Terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

1.5 Please note that before placing an order you will be asked to agree to these Terms. If you do not accept these Terms in full, you will not be able to order Products from our Website.

2 UNDERSTANDING THESE TERMS & CONDITIONS

2.1 When certain words and phrases are used in these Terms, they have specific meanings (these are known as "defined terms"). You can identify these defined terms because they start with capital letters (even if they are not at the start of a sentence). Where a defined term is used, it has the meaning given to it in the paragraph of these Terms where it was defined. You can find these meanings by looking at the sentence where the defined term is in bold text, and is included in brackets and speech marks.

2.2 When we refer to "we", "us" or "our" we mean C. Brewer & Sons Limited trading as any of Brewers, Brewers Decorator Centres, Paintwell or Promain. When we refer to "you" or "your" we mean you, the person buying Products from our Website.

2.3 We have used headings to help you understand these Terms and to easily locate information. These Terms, and any Contract between you and us, are only available in the English language. We will not file copies of the Contract between you and us so we recommend that you print or save a copy of these Terms for your records (but please note that we may amend these Terms from time to time, as explained in paragraph 24).

3 ABOUT US

3.1 We are C. Brewer & Sons Limited, a company registered in England and Wales with company registration number 00203852 and we operate the Website. Our registered office and principal place of business is at 123/127 Ashford Road, Eastbourne, Sussex, BN21 3TR and our VAT number is GB 190156570. Brewers, Brewers Decorator Centres, The Paint Pot Colour Centre, Paintwell and Promain are trading names of C. Brewer & Sons Limited.

3.2 If you would like to contact us, please use the details on the Contact Us page of our Website and we will be happy to assist you.

3.3 If we have to contact you we will call you or write to you at the email address or postal address you provided in the Order.

3.4 The words "writing" or "written" in these Terms include emails.

4 OUR PRODUCTS

4.1 We are committed to supplying high quality products. For more information on our products please visit Products pages on our Website.

4.2 We have made every effort to display the Products as accurately as electronic media will allow, however the images of the Products on our Website are for illustrative purposes only. We cannot guarantee an exact match of the on-screen appearance to the actual Products, which may vary slightly from those images depending on your screen settings and resolution.

4.3 Each Product is sold subject to its description. We will take all reasonable care to ensure that all details and descriptions of Products are correct at the time when the relevant information was entered on to the Website system. Although we aim to keep the Website as up to date as possible, the information, including Product descriptions, appearing on the Website at a particular time may not always reflect the position at the exact moment you place an order. The dimensions given are written for your guidance. Before ordering, please ensure that there is adequate room to move Products through any doorways, windows and restricted passageways.

4.4 All Products shown on our Website are subject to availability. If a Product you have ordered is temporarily unavailable or discontinued by the manufacturer, we will inform you by email as soon as possible and offer you a substitute item. You can then decide whether you would like the substitute

item or whether you would prefer to cancel your order (in which case we will provide you with a full refund).

4.5 Our Website is solely for the promotion of our Products in the UK and Jersey. Unfortunately, we do not accept orders from or deliver to addresses outside the UK.

4.6 If we are making the Product to measurements or specifications you have given us you are responsible for ensuring that these measurements or specifications are correct.

5 ORDERING PRODUCTS FROM US

5.1 Our order process on our Website allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process. In particular, please check the quantities of each of the Products in your order.

5.2 By clicking the "Pay now" button you are committing to buy and pay for the Products in your order. This is an offer from you to enter into a Contract with us to buy the Products in your order. The Contract is subject to these Terms and you will be asked to confirm that you accept these Terms when placing your order.

5.3 After you place an order, you will receive an email from us acknowledging that we have received your order and confirming the Products ordered, delivery option chosen, delivery address and any special instructions ("Order Confirmation"). Our acceptance of your order will take place when we email you the Order Confirmation to accept it, at which point a Contract will come into existence between you and us. Only the Products listed in the Order Confirmation are included in the Contract between you and us. If there are any errors in the Order Confirmation, please contact us as soon as possible using the details on the dedicated Contact Us page of our Website.

5.4 If we are unable to accept your order, we will inform you of this and will not charge you for the Product. 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 a credit reference we have obtained for you does not meet our minimum requirements, 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.

5.5 We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

6 CHANGES TO AN ORDER

6.1 We reserve the right to amend the specification of the Products if required by any applicable statutory or regulatory requirements. This might happen, for example, if we are no longer allowed to use a particular chemical in a particular Product's formulation.

6.2 If you wish to make a change to your order you must 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 Products, the timing for delivery or anything else which would be necessary as a result of your requested change and ask you to confirm if 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 paragraph 13).

7 YOUR ACCOUNT

7.1 You may only purchase Products from our Website if you are at least 18 years old. Certain Products on our Website can only be purchased if you satisfy the legal age requirement for that Product. We are not allowed by law to supply these Products to you if you do not satisfy these age requirements. If you are underage, please do not attempt to order through our Website.

7.2 If you buy Products from our Website, you may register and create an account with us or simply complete your purchase using our "guest checkout" option. If you choose to register and create an account you can fully enjoy our Website and enable us (acting in accordance with our Privacy Policy and Cookies Policy) to customise your experience, making shopping easier for you.

7.3 By creating an account, you can choose to store your debit and credit card information – this information is securely held by our payment gateway supplier - for easier and faster checkout, to store and edit your delivery addresses and billing information and review your previous purchases and order history.

7.4 When you register or buy Products through our Website, you will be required to provide certain information including your name, phone number, email address and an address for delivery of the Products. You will also be required to provide valid details of a credit or debit card which you are legally entitled to use. We reserve the right to request additional evidence or proof of billing information where we think this is necessary. You confirm that all information you provide to us at any time is true, accurate and complete. If the amount due from you for your order cannot be debited or charged to the credit or debit card you have provided, for whatever reason, your order will be cancelled (as described in paragraph 19.3).

8 PRODUCTS AND DELIVERY CHARGES

8.1 The prices of the Products will be as quoted on our Website from time to time. We take reasonable care to ensure that the prices of Products are correct at the time when the relevant information was entered onto the system. However, it is always possible that, despite our efforts, some of the Products on our Website may be incorrectly priced. If we discover a mistake or error in the price of the Products you have ordered we will contact you to inform you of this error and we will give you the option of continuing to purchase the Products at the correct price or cancelling your order. We do not have to provide the Products to you at a lower price

where we have made an obvious pricing error. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat your order as cancelled.

8.2 The prices of the Products may change from time to time, but changes will not affect any order which we have confirmed by sending an Order Confirmation. The prices of the Products are in pounds sterling and include GST at the applicable current rate of 5% chargeable in Jersey. The governing law is the Goods and Services Tax (Jersey) Law 2007 (the "**GST Law**"). Pursuant to the GST Law, GST is defined as a tax on the domestic consumption of both imported and locally produced goods and/or services. It is payable upon sale at the standard rate of 5%.

8.3 If the rate of GST changes between your order date and the date we supply the Product, we will adjust the rate of GST that you pay, unless you have already paid for the Product in full before the change in the rate of GST takes effect.

8.4 The prices of the Products do not include delivery and handling costs. We will advise you of the delivery costs during the order process. Please see paragraph 12 and the Delivery Options page of our Website for more information.

8.5 Our online prices are the same as our store shelf edge prices, although occasionally you may find a lower price in one of our stores if they are matching the price of a local competitor.

9 PROMOTIONAL CODES

9.1 We may offer certain promotions in relation to particular Products for eligible customers from time to time. If you have a promotional code, please ensure that you enter it where prompted on the payment page during the order process. If your promotional code qualifies, your deduction will be displayed in the payment summary.

9.2 You may only use one promotional code for each order. You cannot apply promotional codes to orders that you have already placed or against Products that we have already delivered to you. We reserve the right to cancel orders if an unauthorised promotional code is used. Additional terms and conditions may apply to certain promotions, please check the Website for further details.

10 HOW TO PAY

10.1 You can pay for Products using a debit card or credit card. We accept the following cards: Visa, MasterCard, and American Express.

10.2 By ordering Products from us through our Website, you authorise us to perform credit and anti-fraud checks on you and the payment method that you have provided. These checks may be required, amongst other things, to verify your identity, to validate your credit or debit card, to obtain an initial credit or debit card authorisation and/or to authorise individual purchases. You authorise us to disclose information provided by you, including personal information, to third parties such as banks and the providers of credit reports for the purposes of these checks, and accept that such parties may keep a record of that information. You also agree that we may make the information we receive from such checks available to third parties including fraud prevention and credit reference agencies. We reserve the right to put in place additional payment security systems from time to time.

10.3 If the amount due from you for your order cannot be debited or charged, for whatever reason, your order may be cancelled (we will notify you of this using the contact details you provided during the order process).

10.4 Your debit card or credit card will not be charged until we issue an Order Confirmation (at which point we take payment for the Products and all applicable delivery charges in full).

10.5 [*BUSINESS ONLY*] If you are a business customer you must pay all amounts due to us under these Terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

10.6 No relaxation or indulgence which we may from time to time or at any time extend to you shall prejudice or act as a waiver of our strict rights under the Contract between you and us.

11 CREDIT ACCOUNTS

11.1 [*BUSINESS ONLY*] If you are a business customer, at our discretion, and subject to acceptable credit references and the satisfactory completion of the application form which we provide, we may open a credit account for you to use online or at any of our stores on the terms set out in this paragraph 11.

11.2 [*BUSINESS ONLY*] You agree to us carrying out credit reference checks against you. We may do this when: (a) you apply to open a credit account; (b) we consider changing the credit limit for your credit account, whether an increase or decrease; (c) your credit account becomes overdue; (d) we need to verify a new address for you; or (e) we reasonably believe that you will not be able to settle your credit account in accordance with these Terms.

11.3 [*BUSINESS ONLY*] Your credit account can be used on your behalf by any person you have given your authority to use it. Our recommendation is that you identify any such authorised persons in the application form, and you inform us in writing of any further authorised persons. It is your responsibility to prevent any unauthorised use of your credit account. We shall be entitled to assume that anyone who appears to have your authority to use the credit account is duly authorised to use it. If someone you have previously authorised to use your account is no longer authorised to do so, you must give us 2 days' advance notice in writing of the termination of their authorisation.

11.4 [*BUSINESS ONLY*] You must only use your account for transactions made for the purpose of your business.

11.5 [*BUSINESS ONLY*] You authorise an order being applied to your account when you or any person authorised by you asks for it to be applied to the account using any procedure which we may require to be used for security reasons and of which we will notify you. The purchase price for the order will be applied to the account on the day we send you the Order Confirmation.

11.6 [*BUSINESS ONLY*] We will we tell you what your credit limit is when we open your account and will notify you in writing of any changes to that credit limit. We will determine the credit limit at our absolute discretion. The credit limit will cover purchases applied to the account and to any default interest, which will also be applied to the account. You must not exceed that credit limit and we will refuse to allow an order to be applied to your account if it means you exceed your credit limit. If we allow such an Order to be applied to your account, it will take effect merely as a temporary extension of your credit limit and your credit limit will return to the previous limit at the date of your next statement.

11.7 [*BUSINESS ONLY*] We will send you a statement at the end of each calendar month covering that calendar month (the Statement Period). The statement will show any opening unpaid balance and the purchases, any default interest and any payments applied to the account in that Statement Period, together with the total account balance outstanding.

11.8 [*BUSINESS ONLY*] You must make a single payment in full of the account balance outstanding shown on your statement each month. This payment must reach us so that we receive it as cleared funds and can credit it to your account by the Payment Due Date (which is also shown on your statement). The Payment Due Date is the last day of the month following the month to which the statement relates: for example, if we send you a statement for January, you must make payment in full by no later than 28 February.

11.9 [*BUSINESS ONLY*] We will credit a payment to your account as of the day we receive it as cleared funds as long as we receive the payment during our business hours for that day. If we receive payment after that time, we will credit it on our next business day after we receive it.

11.10 [*BUSINESS ONLY*] Credits and refunds to your account made by us will be treated as payments made by you.

11.11 [*BUSINESS ONLY*] We have the right to reverse any payment credited to the account if it is subsequently returned or dishonoured for any reason.

11.12 [*BUSINESS ONLY*] Unless you have told us otherwise, we will send you statements and any other communication to you by email to the email address you have most recently given us. You must notify us in writing immediately if you change your name or postal or email address.

11.13 [*BUSINESS ONLY*] We may suspend your account and/or refuse to allow a transaction to proceed and/or an order to be applied to it at any time. We may do this if any of the following applies:

11.13.1 we consider this is reasonably necessary to protect the security of your account;

11.13.2 the transaction or order seems unusual compared with the way you normally use your account;

11.13.3 you default in payment or are in breach of any of any other of these Terms;

11.13.4 we reasonably suspect unauthorised, improper or fraudulent use;

11.13.5 we reasonably consider there is a significant risk that you will not repay on time);

11.13.6 we reasonably believe you have abused your account or you have supplied false or misleading information; or

11.13.7 there is a risk you will go over your credit limit.

11.14 [*BUSINESS ONLY*] If we make a decision to suspend your credit account we will inform you straight away and give you our reasons. Once suspended, you may not use the credit account but you must still pay us the account balance when due. You may request reinstatement of the credit account but whether we do so is a matter for our absolute discretion.

11.15 [*BUSINESS ONLY*] The agreement to provide you with a credit account is open ended and has no fixed duration. It will continue until you or we close the account.

11.16 [*BUSINESS ONLY*] You may close the account at any time by giving us written notice and at the same time paying us the outstanding balance on the account (whether it has been billed or not).

11.17 [*BUSINESS ONLY*] We may close the account immediately if you fail to make payment when due and then fail to make payment in full within 5 business days of our requiring you to pay the overdue sum. We may also close the account by giving you at least two months written notice with no explanation.

11.18 [*BUSINESS ONLY*] When either of us closes the account you must pay all sums due immediately, including those not yet billed, and stop using the account.

11.19 [*BUSINESS ONLY*] We may require as a condition of your having a credit account that we have the benefit of a personal guarantee in respect of your payment obligations to us – this will be a personal guarantee from, for example, the owner of your business, a director of your company, or

a third party. Any such personal guarantor must sign a guarantee form which we will provide.

11.20 [*BUSINESS ONLY*] You are not entitled to hold more than one credit account at the same time. You cannot hold both a credit account and a "Cash Card" account at the same time. We reserve the right to refuse, merge or close additional accounts.

11.21 [*BUSINESS ONLY*] Use of your account is and will remain your responsibility, as does any security details relating to it. We cannot be held responsible for any loss arising from you failing to ensure the safe-keeping of these items.

12 DELIVERY

12.1 Your order will be delivered to you by us or our delivery partner, and, unless there is an event outside of our control, we will take reasonable steps to meet the delivery date set out on your Order Confirmation or as otherwise agreed. Please note that wallpaper orders placed online on Fridays for next working day delivery may not be delivered until the following Tuesday.

12.2 If you have asked to collect the Products from one of our stores, we will advise as to an estimated collection date during the order process. We will send you an SMS message and/or email to confirm when you can collect the Products from us.

12.3 If we are unable to meet the estimated delivery date or time because of an event outside of our control, we (or our delivery partner) 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.

12.4 Delivery will be completed when the Products are delivered to the address stated in the Order Confirmation (so please make sure that the delivery details you provide are accurate as we cannot be responsible for any delayed or failed deliveries as a result of your error).

12.5 You are responsible for making suitable arrangements to receive your delivery. Please make sure you or someone instructed by you is able to take delivery of the Products. If you are not able to take delivery of the Products, use the special instructions field in the order process to instruct us where to tell our delivery partner to leave your Products.

12.6 Please note that, if no special instructions are given and no one is able to take delivery of the Products, we will leave you a note informing you of how to rearrange delivery or collect the Products from a local delivery depot.

12.7 If you do not collect the Products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the Contract and paragraph 19.2 will apply.

12.8 If we miss the delivery deadline for any Products 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; (b) delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or (c) you informed us before we accepted your order that delivery within the delivery deadline was essential. Please note that, if you are a business, we will not be responsible for any consequential loss resulting from a delayed or missed delivery.

12.9 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 paragraph 12.8, 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.

12.10 If you choose to treat the Contract as at an end for late delivery under paragraph 12.8 or paragraph 12.9, you can cancel your order for any of the Products or reject Products that have been delivered. If you wish, you can reject or cancel the Order for some of those Products (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 Products and their delivery. If the Products have been delivered to you, you will have to return them to us or allow us to collect them, at our cost.

12.11 Unfortunately, for any orders made on our Website, we are unable to deliver outside of the UK or Jersey.

12.12 A Product 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.

12.13 The ownership of Products supplied by us will only be transferred to you once all sums due to us have been paid in full and, until paid, we retain the right to repossess the Products.

13 YOUR RIGHTS TO END THE CONTRACT

13.1 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, when you decide to end the Contract and whether you are a consumer or business customer:

13.1.1 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 to get some or all of your money back), see paragraph 17 if you are a consumer and paragraph 18 if you are a business;

13.1.2 if you want to end the Contract because of something we have done or have told you we are going to do, see paragraph 13.2;

13.1.3 if you have just changed your mind about the Product, see paragraph 13.3. You may be able to get a refund if you are within our 30 day cooling-off period, but this may be subject to deductions; or

13.1.4 in all other cases (if we are not at fault and there is no right to change your mind), see paragraph 13.6.

13.2 If you are ending the Contract for a reason set out in this paragraph 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:

13.2.1 we have told you about an upcoming change to the Product or these Terms which you do not agree to (see paragraph 24.1);

13.2.2 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;

13.2.3 there is a risk that supply of the Products may be significantly delayed because of events outside our control;

13.2.4 we have suspended supply of the Products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than fourteen days; or

13.2.5 you have a legal right to end the Contract because of something we have done wrong.

13.3 For most Products bought online, you have a right to change your mind within 30 days and receive a refund. These rights are explained in more detail in these Terms.

13.4 You do not have a right to change your mind in respect of:

13.4.1 Products which are made to your specifications (including paint coloured to your order by tinting machines) or which are clearly personalised;

13.4.2 Products sealed for health protection or hygiene reasons, once the packaging has been unsealed or opened after you receive or collect them; or

13.4.3 any Products which become mixed inseparably with other items after their delivery.

13.5 How long you have to change your mind depends on how the Product is delivered. You have 30 days from and including the day you (or someone you nominate) receives the Products, **unless:**

13.5.1 **your Products are split into several deliveries over different days.** In this case you have until 30 days from and including the day you (or someone you nominate) receives the last delivery to change your mind about the Products.

13.5.2 **your Products are for regular delivery over a set period.** In this case you have until 30 days from and including the day you (or someone you nominate) receives the first delivery of the Products.

13.6 Even if we are not at fault and you do not have a right to change your mind (see paragraph 13.1) you can still end the Contract before it is completed, but you may have to pay us compensation. The Contract is completed when the Product is delivered and paid for. If you want to end the 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 your ending the Contract.

13.7 [*CONSUMER ONLY*] The provisions of this paragraph 13 do not affect your legal rights if you are a consumer.

14 HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

14.1 To end the Contract with us, please let us know by doing one of the following:

14.1.1 **Phone or email.** Call customer services on 01323 576555 or email us at help@brewers.co.uk. Please provide your name, home address, details of the order and, where available, your phone number and email address.

14.1.2 **Online.** Complete the Cancellation Form on our Website.

14.1.3 **By post.** Print off the Cancellation Form and post it to us at the address on the form. Or simply write to us at that address, including details of what you bought, when you ordered or received it and your name and address.

14.1.4 **Instore.** Visit the customer service desk in any of our stores and tell our staff you wish to cancel the Contract.

14.2 **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. The manner in which you do this will depend on how you cancelled the Contract.

14.2.1 If you cancelled the Contract by phone, email, online or by post, you must either post the Products back to us at C. Brewer & Sons Limited, Maple Road, Eastbourne, East Sussex BN23 6NY or return them at one of our stores, or (if they are not suitable for posting or taking to one of our stores) allow us to collect them

from you. Please call customer services on 01323 576555 or email us at help@brewers.co.uk for a return label or to arrange collection.

14.2.2 If you cancelled the Contract instore, you must either return the Products to us when you cancel, of (if they are not suitable for taking to one of our stores) allow us to collect them from you. Please call customer services on 01323 576555 or email us at help@brewers.co.uk to arrange collection.

14.2.3 When returning Products instore, proof of purchase must be provided; you must also make clear the reason for cancelling the Contract. This will assist us with ensuring we deal with your cancellation in line with your consumer rights.

14.3 If you are exercising your right to change your mind you must send off the Products or return them to one of our stores within 14 days of telling us you wish to end the Contract.

14.4 We will pay the costs of return:

14.4.1 if the Products are faulty or misdescribed; or

14.4.2 if you are ending the Contract because we have told you of an upcoming change in 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.

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

14.5 If you are responsible for the costs of return and we are collecting the Product from you, we will charge you the direct cost to us of the collection.

14.6 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.

14.7 If you are exercising your right to change your mind:

14.7.1 We 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 your handling of 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 us an appropriate amount.

14.7.2 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 at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

14.8 We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:

14.8.1 If we have not offered to collect the Product, 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.

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

15 OUR RIGHTS TO END THE CONTRACT

15.1 We may end the Contract for a Product at any time by writing to you if:

15.1.1 you do not make any payment to us when it is due;

15.1.2 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; or

15.1.3 you do not, within a reasonable time, allow us to deliver the Products to you or collect them from us.

15.2 If we end the Contract in the situations set out in paragraph 19.1 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.

15.3 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 two weeks in advance of our stopping the supply of the Product and will refund any sums you have paid in advance which will not be provided.

16 IF THERE IS A PROBLEM WITH THE PRODUCT

16.1 We want you to be completely satisfied with the Products you have ordered from us. If you have any problems with the Products you have ordered, please contact us using the details on the Contact Us page of our Website.

16.2 If you have any questions or complaints about the Product, please contact us. You can telephone our customer service team on 01323 576555 or write to us at help@brewers.co.uk or C. Brewer & Sons Limited, 123/127 Ashford Road, Eastbourne, East Sussex BN21 3TR.

17 YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A CONSUMER

17.1 [*CONSUMER ONLY*] If you are a consumer we are under a legal duty to supply Products that are in conformity with the Contract. See the box below for a summary of your key legal rights in relation to the Products. Nothing in these Terms will affect your legal rights.

17.2 [*CONSUMER ONLY*] **Summary of your key legal rights**

This is a summary of your key legal rights. These are subject to certain exceptions and, if you are a consumer, you may be entitled to exercise certain additional rights.

17.3 [*CONSUMER ONLY*] Under the Supply of Goods and Services (Jersey) Law 2009 a number of terms are implied into the Contract, which are in effect implied warranties:

(i) Warranty as to Title

(ii) Warranty as to Description

(iii) Warranty as to Quality or Fitness

(iv) Warranty as to Disclosure of Certain Defects

(v) Warranty about Sale by Sample

17.4 [*CONSUMER ONLY*] In summary, this means that Products must be as described, fit for purpose and of satisfactory quality. If the Products do not conform to the Contract, you have the right –

(a) in accordance with Article 80 of the Supply of Goods and Services (Jersey) Law 2009, to require us to repair or replace the Products; or

(b) in accordance with Article 81 of the Supply of Goods and Services (Jersey) Law 2009 –

(i) to require us to reduce the price by an appropriate amount, or

(ii) to rescind the Contract with regard to the Products in question.

You may also be entitled to claim for compensation or damages. For the purposes of whether the Products conform to the Contract, Products that do not conform to the Contract at any time within the period of 6 months starting with the date on which the Products are delivered to you shall be taken not to have so conformed also at that date.

17.5 [*CONSUMER ONLY*] Paragraph 17.4 will not apply if –

(a) it is established that the Products did so conform at the relevant date; or

(b) its application is incompatible with the nature of the Products or the nature of the lack of conformity.

17.6 [*CONSUMER ONLY*] Under the Distance Selling (Jersey) Law 2007 your legal rights entitle you to the following:

- You have an unconditional right to cancel a distance contract (provided that the cancellation provisions of that law apply) even if the goods are not defective in any way.
- You are entitled to a refund of all sums due in relation to the contract as soon as possible after you cancel, and within a maximum of 30 days.
- You can cancel an order before you have received the goods and you are entitled to a refund of the total price of the goods, including any delivery charges.
- Your cancellation rights end seven working days after the day on which you received the goods provided that we give you the required written information no later than the time the goods are delivered.

17.7 [*CONSUMER ONLY*] For detailed information please visit the Citizens Advice website https://citizensadvice.je/ or call 01534 724942. If you wish to exercise your legal rights to reject Products you must either 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. Please call customer services on 01323 576555 or email us at help@brewers.co.uk for a return label or to arrange collection.

18 YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A BUSINESS

18.1 [*BUSINESS ONLY*] If you are a business customer we warrant that on delivery, and for a period of 6 months from the date of delivery (warranty period), Products shall:

18.1.1 conform in all material respects with their description and any relevant specification;

18.1.2 be free from material defects in design, material and workmanship;

18.1.3 be of satisfactory quality (within the meaning of the Supply of Goods and Services (Jersey) Law 2009); and

18.1.4 be fit for any purpose held out by us.

18.2 [*BUSINESS ONLY*] Subject to paragraph 18.3, if:

18.2.1 you give us notice in writing during the warranty period within a reasonable time of discovery that a Product does not comply with the warranty set out in paragraph 18.1;

18.2.2 we are given a reasonable opportunity of examining such Product; and

18.2.3 you return such Product to us at our cost, we shall, at our option, repair or replace the defective Product, or refund the price of the defective Product in full.

18.3 [*BUSINESS ONLY*] We will not be liable for a Product's failure to comply with the warranty in paragraph 18.1 if:

18.3.1 you make any further use of such Product after giving a notice in accordance with paragraph 18.2;

18.3.2 the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Product or (if there are none) good trade practice;

18.3.3 the defect arises as a result of us following any drawing, design or specification supplied by you;

18.3.4 you alter or repair the product without our written consent; or

18.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.

18.4 [*BUSINESS ONLY*] Except as provided in this paragraph 18, we shall have no liability to you in respect of a product's failure to comply with the warranty set out in paragraph 18.1.

18.5 [*BUSINESS ONLY*] These Terms shall apply to any repaired or replacement Products supplied by us under paragraph 18.2.

19 ENDING THE CONTRACT BY US

19.1 We may end the Contract for a Product at any time by writing to you if: (a) we are unable to collect payment from you when it is due; (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Product; or (c) you do not, within a reasonable time, allow us to deliver the Product to you or collect them from us.

19.2 If we end the Contract under paragraph 19.1, 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 you breaking the Contract and you shall immediately pay us any outstanding sums due to us.

19.3 We may write to you to let you know that we are going to stop providing the Product. We will let you know 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.

20 OUR RESPONSIBILITY FOR LOSS AND DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER

20.1 [*CONSUMER ONLY*] If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into the Contract.

20.2 [*CONSUMER ONLY*] With regards to use of (or inability to use) our Website or reliance on the content displayed on it, 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 and for fraud or fraudulent misrepresentation. Please note, the content on our Website is provided for general information only. It is not intended to amount to advice on which you should rely.

20.3 [*CONSUMER ONLY*] We supply Products (including any free samples provided with your order) for domestic and private use. On this basis, you agree not to use the Products for any commercial, business or re-sale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

20.4 [*CONSUMER ONLY*] Without affecting our liability under paragraph 20.1, we recommend that you check the Products for defects or discrepancies as soon as possible. If you find a defect or discrepancy in the Products, or suffer loss or damage that is a foreseeable result of us breaking the Contract or us failing to use reasonable care and skill, please let us know as soon as you become aware of the relevant issue. You should then take reasonable steps to minimise the damage or loss you may suffer. For example, if you should find the paint or wallpaper does not match the paint or wallpaper you had ordered, you should stop and tell us about the problem and not carry on painting or papering your walls with the wrong paint or wallpaper.

20.5 [*CONSUMER ONLY*] We do not in any way exclude or limit our liability for:

20.5.1 death or personal injury caused by our negligence;

20.5.2 fraud or fraudulent misrepresentation;

20.5.3 if you are consumer, breach of your legal rights in relation to the Products as summarised at paragraph 17.1; and

20.5.4 any matter in respect of which it would be unlawful for us to exclude or restrict our liability.

20.6 [*CONSUMER ONLY*] Some of the Products we sell to you may come with a manufacturer's guarantee. For details of the applicable terms and conditions, please refer to the manufacturer's guarantee provided with the Products. If you are a consumer, a manufacturer's guarantee is in addition to, and does not affect, your legal rights in relation to Products that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

21 OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A BUSINESS

21.1 [*BUSINESS ONLY*] Nothing in these Terms shall limit or exclude our liability for:

21.1.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);

21.1.2 fraud or fraudulent misrepresentation;

21.1.3 breach of the terms implied by Article 21 of the Supply of Goods and Services (Jersey) Law 2009;

21.1.4 defective products under the Consumer Safety (Jersey) Law 2006; or

21.1.5 any matter in respect of which it would be unlawful for us to exclude or restrict liability.

21.2 [*BUSINESS ONLY*] Except to the extent expressly stated in paragraph 18.1 all terms implied by Article 22 23 and 25 of the Supply of Goods and Services (Jersey) Law 2009 are excluded.

21.3 [*BUSINESS ONLY*] Subject to paragraph 21.1:

21.3.1 we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any Contract between us; and

21.3.2 our total liability to you for all other losses arising under or in connection with any Contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to 100% of the total sums paid by you for Products under such contract.

21.4 [*BUSINESS ONLY*] We will not be responsible to you or, if you are undertaking work for another person, to any other person, for the use or installation of any Products by you. Accordingly, you agree to hold us harmless from and indemnify us against any liability associated with, any claim or allegation that we are responsible for any failings in the installation or use of Products that we supply.

22 USING OUR WEBSITE

22.1 Your use of our Website is governed by these Terms. By using our Website, you confirm that you accept these Terms and that you agree to comply with them. If you do not agree to these Terms, you must not use our Website.

22.2 We do not guarantee that our Website, or any content on it, will always be available or be uninterrupted. Access to our Website is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our Website without notice. We will not be liable to you if for any reason our Website is unavailable at any time or for any period.

22.3 We are the owner or the licensee of all intellectual property rights in our Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. You may print off one copy, and may download extracts, of any page(s) from our Website for your personal use but you must not use any part of the content on our Website for commercial purposes.

22.4 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

22.5 The content on our Website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Website. Although we make reasonable efforts to update the information on our Website, we make no representations, warranties or guarantees, whether express or implied that the content on our Website is accurate, complete or up-to-date.

22.6 We do not guarantee that our Website will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access our Website. You should use your own virus protection software.

22.7 You must not misuse our Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Website, the server on which our site is stored or any server, computer or database connected to our site.

22.8 Where our Website contains links to other websites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those websites or resources.

23 YOUR PERSONAL INFORMATION

23.1 We only use your personal information in accordance with our Privacy Policy. Please take the time to read our Privacy Policy on the Website as it includes important information and terms which apply to you.

24 CHANGES TO THESE TERMS

24.1 We may make changes to these Terms from time to time if, for example, we have made changes to how we accept payment from you, or if there is a change in the law that means we need to change these Terms, but if we 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.

24.2 Every time you order Products from us, the Terms in force at that time will apply to the Contract between you and us. The current version of these Terms will be available on our Website. Please check the Terms on our Website each time that you order Products from us to ensure that you understand the Terms that apply at the time.

25 COMPLAINTS

25.1 We hope that you do not have cause for a complaint but, if you do, we would like to hear from you so that we can try and resolve your complaint and ensure that it does not happen again. Please contact us using the details on the Contact Us page of our Website. Our full complaints policy can be found here.

26 ONLINE CASH ACCOUNTS

26.1 You (including members of your household) are not entitled to hold more than one "online cash account" at the same time. We reserve the right to refuse, merge or close additional accounts.

26.2 Use of an "online cash account" remains your responsibility, as do any security details relating to the relevant account. We cannot be held responsible for any loss arising from you failing to ensure the safe-keeping of these items.

26.3 We may decline to issue, withdraw or cancel an "online cash account" (and/or associated benefits or offers) where we reasonably believe: you have abused or attempted to abuse the use of an account; you have breached or attempted to breach these Terms; your behaviour relating to the relevant account involves theft, misconduct, abusive or offensive behaviour; or, you have supplied false or misleading information.

27 WAIVER IN RESPECT OF PRINTING AND EMBROIDERY SERVICES (the "Services")

27.1 In the unlikely event that an item(s) is lost or damaged, we hereby agree to refund you up to the amount set out below. Our total liability to you for each item is limited to ten times the price we charge for the Services, but not more than £30.00 per item, provided you provide evidence of purchase showing the date of purchase and the item(s) price.

27.2 We will only be liable for the damaged item(s). For example, if we damage a pair of trousers which form part of a uniform, only the trousers may be the subject of any claim for compensation and not the uniform as a whole.

27.3 We will compensate (in line with clause 1) for loss or damage caused by our negligence but we will not accept liability for completely avoidable loss or damage arising as a result of an error, act or omission by you in line with clause 6 hereof.

27.4 We reserve the right not to render the Services and/or immediately to terminate our contractual relationship with you where the item(s) contain, display or facilitate:

27.4.1 anything which is or may be inaccurate, defamatory, obscene, offensive, indecent, pornographic, abusive, blasphemous, hateful, threatening, inflammatory, in breach of privacy or which may cause annoyance, upset, anxiety, embarrassment or inconvenience to any other person;

27.4.2 discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;

27.4.3 attempts to deceive any person or be used to impersonate any person, or to misrepresent your identity or relationship with any person;

27.4.4 anything which may give the impression that it originates from us, if this is not the case;

27.4.5 any data relating to another person that personally identifies them, such as their address, telephone number, or email address, without their express approval. By uploading or submitting any such content, you agree that you have obtained this approval.

27.4.6 anything which supports, promotes or assists violence or any unlawful act; and

27.4.7 anything which infringes anyone's rights (including intellectual property rights).

27.5 We will not be responsible for any loss or damage caused by any of the following:

27.5.1 failing to inform us of any specific requirements or instructions in relation to the garment;

27.5.2 inherent weaknesses or defects in materials which may result in tears or the development of small holes or marks in fabric that are not readily apparent prior to processing; and

27.5.3 where any foreign object is left on or within the garment including but not limited to pins, jewellery, money, pencils, buttons, embellishments or belts. We also refuse to take responsibility for damage to any foreign object left within an item that we are to provide services to. Moreover, we reserve the right to claim for any damage to our equipment or machinery or injury to our staff and agents arising from foreign objects being left in or on the item(s).

27.6 It is your express obligation to act honestly and in good faith and to inform us of any pre-existing damage to the item(s) including but not limited to pre-existing alterations, rips, tears, holes, stains, discolouration and generally any changes to the garment since it was purchased.

27.7 We do not seek to exclude or limit our liability in any manner for:

27.7.1 negligently causing death or injury;

27.7.2 fraud or fraudulent representations; and

27.7.3 breach of the Supply of Goods and Services (Jersey) Law 2009 (where applicable).

27.8 If you are instructing us to provide the Services for commercial, business , or reselling purposes, we will not be responsible for any loss of profit, business interruption, or loss of business opportunity as a result of any lost or damaged property. We accept no liability for:

27.8.1 indirect or consequential losses;

27.8.2 loss or corruption of data, information or software;

27.8.3 loss of anticipated savings;

27.8.4 loss of goodwill.

27.9 In the event that we pay compensation to you pursuant to this paragraph 27, we reserve the right to retain the damaged item(s) permanently.

27.10 It is your responsibility to ensure upon collection that you have received all of your item(s) back and in the event that you receive item(s) not belonging to you, you must report and return those items to us.

27.11 It is your responsibility to inspect the item(s) upon collection by you. In the unlikely event that you notice damage to the item(s), you must within 48 hours return the damaged item(s) to us for investigation. We will investigate and contact you within 48 hours of receipt of the returned item(s).

27.12 We will investigate any complaint promptly and pay fair compensation for damage up to the maximum hereunder.

27.13 We will not accept responsibility for damage or investigate a claim for damage to item(s) where said item(s) have been worn or utilised following collection by you.

27.14 If we deliver, we will not accept responsibility for loss of your item(s) following delivery of the same to a receptionist, doorman, concierge, or other person authorised to give receipt of the same.

27.15 Where you opt to collect their item(s) from us, it is your responsibility to collect your item(s) from us within two weeks of completion of the Services. In the event that you cannot collect within two weeks you must notify us in writing via email or post. We will retain the items for collection for not more than three months following completion of the Services.

27.16 You shall keep us fully indemnified on demand against any claim, costs, losses (including loss of profit), and expenses (including legal fees) whether arising in contract, tort (negligence), breach of statutory duty, misrepresentation or otherwise that arise out of your breach of your obligations under this paragraph 27.

27.17 You agree that in the event that there is any inconsistency between the terms of this paragraph 27 and the wider terms and conditions of these Terms then the terms of this paragraph 27 shall prevail in relation to disputes concerning lost or damaged item(s).

28 OTHER IMPORTANT INFORMATION

28.1 We may transfer our rights and obligations under the Contract to another organisation, but this will not affect your rights or our obligations under these Terms.

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

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

28.4 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 you breaking the 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.

28.5 We intend to rely upon these Terms in relation to the Contract between you and us. If you require any changes, please make sure you ask for these to be put in writing. This can help avoid any problems about what you expect from us and what we expect from you.

28.6 [*CONSUMER ONLY*] **Which laws apply to the Contract and where you may bring legal proceedings if you are a consumer.** These Terms are governed by Jersey law and the Courts of the Island of Jersey shall have non-exclusive jurisdiction in respect of any legal proceedings you may bring in respect of the Products.

28.7 [*BUSINESS ONLY*] **Which laws apply to the Contract and where you may bring legal proceedings if you are a business.** If you are a business, any dispute or claim arising out of or in connection with a Contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Jersey and the courts of Jersey shall have non-exclusive jurisdiction to settle any such dispute or claim.