

Terms and Conditions of Supply (consumer)

This page (together with our *Privacy Policy*:

[/https://www.bramwellbrown.com/pages/privacy-policy](https://www.bramwellbrown.com/pages/privacy-policy)]

And *Terms of Website Use*:

[/https://www.bramwellbrown.com/pages/terms-of-website-use](https://www.bramwellbrown.com/pages/terms-of-website-use)]

...tells you information about us and the legal terms and conditions (**Terms**) on which we sell any of the products (**Products**) listed on our website (**our site**) to you.

These Terms will apply to any contract between us for the sale of Products to you (**Contract**). Please read these Terms carefully and make sure that you understand them, before ordering any Products from our site. Please note that by ordering any of our Products, you agree to be bound by these terms. If you refuse to accept these terms then you will not be able to order any Products from our site.

You should print a copy of these Terms or save them to your computer for future reference.

We amend these Terms from time to time as set out in clause 6. Every time you wish to order Products, please check these Terms to ensure you understand the terms which will apply at that time. These Terms were most recently updated on 21/08/2018. These Terms, and any Contract between us, are only in the English language.

1. INFORMATION ABOUT US

1.1 We operate the website www.bramwellbrown.com. We are Bramwell Brown Limited, a limited company registered in England and Wales under company number 08504514. Our registered office and main trading address is at Makerversity, Somerset House, Strand, London, WC2R 1LA. Our VAT number is 176099276.

1.2 Contacting us

1.2.1 To cancel a Contract in accordance with your legal right to do so as set out in clause 7, you just need to let us know that you have decided to cancel. The easiest way to do this is to complete the cancellation form [/https://www.bramwellbrown.com/pages/cancel-my-order](https://www.bramwellbrown.com/pages/cancel-my-order) on our website. If you use this method we will e-mail you to confirm we have received your cancellation. (Please note that your completion of the Cancellation form may produce an automated response from our customer care IT systems. This does not constitute acceptance of your cancellation.) You can also contact us by post to Bramwell Brown Limited, Makerversity, Somerset House, Strand, London, WC2R 1LA. If you are writing to us please include details of your order to help us to identify it. If you send us your cancellation notice by online form or by post, then your cancellation is effective from the date you complete the form or post the letter to us.

1.2.2 If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your order.

2. OUR PRODUCTS

- 2.1 The images of the Products on our site are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflect the colour of the Products. Your Products may vary slightly from those images.
- 2.2 Although we have made every effort to be as accurate as possible, all sizes, weights, capacities, dimensions and measurements indicated on our site have a 5% tolerance.
- 2.3 The packaging of the Products may vary from that shown on images on our site.

3. USE OF OUR SITE

- 3.1 Your use of our site is governed by our *Terms of website use* [<https://www.bramwellbrown.com/pages/terms-of-website-use>]. Please take the time to read these, as they include important terms which apply to you.
- 3.2 You may only purchase Products from our site if you are at least 18 years old.

4. HOW WE USE YOUR PERSONAL INFORMATION

We only use your personal information in accordance with our *Privacy Policy* [<https://www.bramwellbrown.com/pages/privacy-policy>]. Please take the time to read our *Privacy Policy* [<https://www.bramwellbrown.com/pages/privacy-policy>]), as it includes important terms which apply to you.

5. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

- 5.1 Our shopping pages will guide you through the steps you need to take to place an order with us. Our order process 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.
- 5.2 After you place an order, you will receive an e-mail from us acknowledging that we have received your order. However, please note that this does not mean that your order has been accepted or that a contract has been formed. Our acceptance of your order will take place as described in *clause 5.3*.
- 5.3 We will confirm our acceptance of your order and the resulting contract between us in either of two ways:
 - 5.3.1 A Dispatch Confirmation email
 - 5.3.2 Or, if you have ordered a product that is described on our website as 'built to order' or 'personalised' or 'bespoke': an e-mail that confirms the design of your chosen personalisation, whatever product it may be. (For example, the text and layout of the personalised text applied to a clock face.)
- 5.4 If we are unable to supply you with a Product, for example because that Product is not in stock or no longer available or its parts are no longer available or because we cannot meet your requested delivery date or because of an error in the price on our site as referred to in *clause 10.5*, we will inform you of this by e-mail and we will not process your order. If you have already paid for the Products, we will refund you the full amount including any delivery costs charged as soon as possible.

6. OUR RIGHT TO VARY THESE TERMS

- 6.1 We amend these Terms from time to time. Please look at the top of this page to see when these Terms were last updated and which Terms were changed.
- 6.2 Every time you order Products from us, the Terms in force at the time of your order will apply to the Contract between you and us.
- 6.3 If we have to revise these Terms as they apply to your order, we will contact you to give you reasonable advance notice of the changes and let you know how to cancel the Contract if you are not happy with the changes. You may cancel either in respect of all the affected Products or just the Products you have yet to receive. If you opt to cancel because we have changed our Terms, you will have to return (at our cost and by such method as we direct) any relevant Products you have already received and we will arrange a full refund of the price you have paid, including any delivery charges.

7. YOUR CONSUMER RIGHT OF RETURN AND REFUND

- 7.1 You have a legal right to cancel a Contract during the period set out below in *clause 7.2*. This means that during the relevant period if you change your mind or decide for any other reason that you do not want to receive or keep a Product, you can notify us of your decision to cancel the Contract and receive a refund. Advice about your legal right to cancel the Contract is available from your local Citizens' Advice Bureau or Trading Standards office.
- 7.2 Your legal right to cancel a Contract starts from the events outlined in *clause 5.3* which is when the Contract between us is formed. Your deadline for cancelling the Contract is the end of **14 days** after the day on which you receive the Product.

Example: if we provide you with a Dispatch Confirmation on 1 January and you receive the Product on 10 January you may cancel at any time between 1 January and the end of the day on 24 January.

- 7.3 To cancel a Contract, you just need to let us know that you have decided to cancel. The easiest way to do this is to complete the cancellation form [<https://www.bramwellbrown.com/pages/cancel-my-order>] on our website. If you use this method we will e-mail you to confirm we have received your cancellation. (Please note that your completion of the Cancellation form may produce an automated response from our customer care IT systems. This does not constitute acceptance of your cancellation.)

You can also contact us by post to Bramwell Brown Limited, Makerversity, Somerset House, Strand, London, WC2R 1LA. If you are completing a form, e-mailing us or writing to us please include details of your order to help us to identify it. If you send us your cancellation notice by form, e-mail or by post, then your cancellation is effective from the date you send us the e-mail or post the letter to us. For example, you will have given us notice in time as long as you get your letter into the last post on the last day of the cancellation period or e-mail us before midnight on that day.

- 7.4 If you cancel your Contract we will:

- 7.4.1 refund you the price you paid for the Products. However, please note we are permitted by law to reduce your refund to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way

which would not be permitted in a shop. This includes repacking the clock in the same way the clock was sent to you.

- 7.4.2 refund any delivery costs – if applicable to your product choice – you have paid to have the Products delivered to you, although, as permitted by law, the maximum refund will be the costs of delivery by the least expensive delivery method we offer (provided that this is a common and generally acceptable method). For example, if we offer delivery of a Product within 3-5 days at one cost but you choose to have the Product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.
- 7.4.3 make any refunds due to you as soon as possible and in any event within the deadlines indicated below in 7.4.3.1 and 7.4.3.2.
 - 7.4.3.1 if you have received the Product already: 20 days after 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. It is your responsibility to ensure that any Products returned to us are properly insured. We will not be responsible for any items lost or damaged in transit;
 - 7.4.3.2 if you have not received the Product: 14 days after you inform us of your decision to cancel the Contract.
- 7.5 If you have returned the Products to us under this *clause 7* because they are faulty or mis-described, we will refund the price of the Products in full, together with any applicable delivery charges, and any reasonable costs you incur in returning the item to us.
- 7.6 We will refund you on the credit card or debit card used by you to pay. If you used a vouchers to pay for the Product we may refund you in vouchers.
- 7.7 If a Product has been delivered to you before you decide to cancel your Contract:
 - 7.7.1 then you must return it to us without undue delay and in any event not later than 14 days after the day on which you let us know that you wish to cancel the Contract. It is your responsibility to ensure that any Products returned to us are properly packaged and insured. We will not be responsible for any items lost or damaged in transit. Please bear in mind Clause 7.4.1;
 - 7.7.2 unless the Product is faulty or not as described (in this case, see *clause 7.5*), you will be responsible for the cost of returning the Products to us.
- 7.8 If the product you have ordered has been made by Bramwell Brown to 'personalised' designs agreed with yourself then this cannot be cancelled after the timings outlined in *Clause 5.3*. If the 'personalised' product has not been completed then Bramwell Brown may, but are not obliged to, cancel the contract and refund you an amount that takes into account the works undertaken and costs paid for by Bramwell Brown up until to that point for the order in question.
- 7.9 Because you are a consumer, we are under a legal duty to supply Products that are in conformity with this Contract. As a consumer, you have legal rights in relation to Products that are faulty or not as described. These legal rights are not affected by your right of return and refund in this clause 7 or anything else in these Terms.

Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

- 7.10 On top of the 14-day deadline for cancelling your Contract, Bramwell Brown provide a "60 Day Return or Exchange service". On application for this service via this form for 'Regular-sized Weather Clocks' [<http://returns.bramwellbrown.com/>] or this form for 'Large-sized Weather Clocks' [<https://www.bramwellbrown.com/pages/return-or-exchange-a-large-weather-clock>], you can contact Bramwell Brown about exchanging your product for another variant or returning it for a refund.
- 7.11 Bramwell Brown offers this service free of charge for customers who match either of the following criteria:
- 7.11.1 Customers who wish to return or exchange a 'Regular-sized Weather Clock' (33cm diameter) that has not been 'personalised' or made 'bespoke' and are based, with their clock, anywhere in the United Kingdom.
- 7.11.2 Customers who wish to return or exchange a 'Large Weather Clock' (53cm diameter) that has not been personalised and are based, with their clock, on the Mainland United Kingdom. You can see what we define as 'Non-mainland' on this page: [<https://www.bramwellbrown.com/pages/bramwell-brown-delivery-charges>]
- 7.12 If you fall within the categories in 7.11 then we will endeavour to process your request with consideration to the following:
- 7.12.1 We will do our best to either exchange or collect and refund your purchase in the swiftest possible time at the delivery means available to us. This can take up to several weeks, though.
- 7.12.2 Some clocks must be transported with our specialist couriers rather than by carries such as Royal Mail and UPS. Only when organising your exchange or return will we confirm which courier we plan to use.
- 7.12.3 We may not have immediate stock of your preferred product to exchange for. If this is the case then we will collect your current clock and deliver the new model when we next have stock of it.
- 7.12.4 If you are requesting a refund under this service, we will need to inspect the clock prior to the refund being processed. The refund will be in full but we reserve the right to reduce the amount refunded to take into account, but not limited to:
- Damage caused to the clock by your handling
 - Clocks returned with missing associated items
 - Clocks returned with disregard to our repacking instructions
- 7.13 If you fall outside of the categories mention in 7.11 the we will do their best to assist you but may not provide this service free of charge. For example, we will look to offer you the best value shipping we can source from our regular suppliers in order to make a return or exchange affordable to you.

8. DELIVERY

- 8.1 We aim to get our Products to you between 2-15 working days after you receive the Dispatch Confirmation. Occasionally our delivery to you may be affected by an Event Outside Our Control. See *clause 14* for our responsibilities when this happens.
- 8.2 If no one is available at your address to take delivery, a note will be left at your address explaining that the Products have either been taken to a local post office for collection (or a local depot) and/or providing you with contact details to arrange redelivery. Some of our chosen couriers may also allow for your delivery to be left in a 'safe place', designated by yourself and at your own risk.
- 8.3 Delivery of an Order shall be completed when we deliver the Products to the address you gave us, agreed 'safe place' or alternate address and the Products will be your responsibility from that time.
- 8.4 You own the Products once we have received payment in full, including all applicable delivery charges.
- 8.5 If we miss the delivery deadline for any Products then you may cancel your Order straight away if any of the following apply:
- 8.5.1 we have refused to deliver the Products;
 - 8.5.2 delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
 - 8.5.3 you told us before we accepted your order that delivery within the delivery deadline was essential.
- 8.6 If you do not wish to cancel your order straight away, or do not have the right to do so under *clause 8.5*, you can give us a new deadline for delivery, which must be reasonable, and you can cancel your Order if we do not meet the new deadline.
- 8.7 If you do choose to cancel your Order for late delivery under *clause 8.5* or *clause 8.6*, you can do so for just some of the Products or all of them, unless splitting them up would significantly reduce their value. If the Products have been delivered to you, you will have to return them to us or allow us to collect them, and we will pay the costs of this. After you cancel your Order we will refund any sums you have paid to us for the cancelled Products and their delivery.

9. INTERNATIONAL DELIVERY

- 9.1 If you order Products from our site for delivery to an international delivery destination, your order may be subject to import duties and taxes which are applied when the delivery reaches that destination. Please note that we have no control over these charges and we cannot predict their amount.
- 9.2 You will be responsible for payment of any such import duties and taxes. Please contact your local customs office for further information before placing your order.
- 9.3 You must comply with all applicable laws and regulations of the country for which the Products are destined. We will not be liable or responsible if you break any such law.

9.4 Please see our Delivery Charges [<https://www.bramwellbrown.com/pages/bramwell-brown-delivery-charges>] page for more information about international delivery.

10. PRICE OF PRODUCTS AND DELIVERY CHARGES

10.1 The prices of the Products will be as quoted on our site at the time you submit your order. We take all reasonable care to ensure that the prices of Products are correct at the time when the relevant information was entered onto the system. However please see *clause 11.5* for what happens if we discover an error in the price of Product(s) you ordered.

10.2 Prices for our Products may change from time to time, but changes will not affect any order you have already placed.

10.3 All our Products are priced in pounds sterling and the price include VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Products in full before the change in VAT takes effect.

10.4 The price of a Product may or may not include delivery charges. Our delivery charges are as advised to you during the check-out process, before you confirm your order. To check relevant delivery charges, please refer to our Delivery Charges page [<https://www.bramwellbrown.com/pages/bramwell-brown-delivery-charges>].

10.5 It is always possible that, despite our reasonable efforts, some of the Products on our site may be incorrectly priced. If we discover an 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 Product at the correct price or cancelling your order. 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 the order as cancelled and notify you in writing. Please note that if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, we do not have to provide the Products to you at the incorrect (lower) price.

11. HOW TO PAY

11.1 We accept all major credit and debit cards.

11.2 Payment for the Products and all applicable delivery charges is in advance.

12. OUR WARRANTY FOR THE PRODUCTS

12.1 We provide a warranty that on delivery and for a period of 12 months from delivery, the Products shall be free from material defects, documentation to this effect will be contained within the packaging of each Product. If you chose to register your details with us we will extend this warranty period from 12 months from delivery to 24 months from delivery (the warranty documentation will provide details on how to register with us). However, this warranty does not apply in the circumstances described in *clause 12.2*.

12.2 The warranty in *clause 12.1* does not apply to any defect in the Products arising from:

- 12.2.1 fair wear and tear;
 - 12.2.2 wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party;
 - 12.2.3 if you fail to operate or use the Products in accordance with the user instructions; or
 - 12.2.4 any alteration or repair by you or by a third party who is not one of our authorised repairers.
- 12.3 If you are a consumer, this warranty 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.

13. OUR LIABILITY TO YOU

- 13.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our 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 is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract.
- 13.2 We only supply the Products for domestic and private use. You agree not to use the product for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 13.3 We do not in any way exclude or limit our liability for:
- 13.3.1 death or personal injury caused by our negligence;
 - 13.3.2 fraud or fraudulent misrepresentation;
 - 13.3.3 any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
 - 13.3.4 any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
 - 13.3.5 defective products under the Consumer Protection Act 1987.

14. EVENTS OUTSIDE OUR CONTROL

- 14.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in *clause 14.2*.
- 14.2 An **Event Outside Our Control** means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of

railways, shipping, aircraft, motor transport or other means of public or private transport.

14.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

14.3.1 we will contact you as soon as reasonably possible to notify you; and

14.3.2 our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Products to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

14.4 You may cancel a Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact us. If you opt to cancel, you will have to return (at our cost) any relevant Products you have already received and we will refund the price you have paid, including any delivery charges.

15. OTHER IMPORTANT TERMS

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

15.2 When we refer, in these Terms, to "in writing", this will include e-mail.

15.3 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

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

15.5 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.

15.6 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

15.7 These Terms are governed by English law. This means a Contract for the purchase of Products through our site and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.