









## 7. Providing the products

- 7.1 Delivery costs.** The costs of delivery will be as told to you over the telephone, as set out on our website and/or as told to you in the course of email exchanges.
- 7.2 When we will provide the products and perform the services.** During the order process we will let you know the estimated delivery time for the product(s). We will update you to confirm dates on which products will be delivered or supplied once products are manufactured. We will also agree with you when we will provide the services and we will confirm our agreement via email. We will contact you prior to delivery to agree the date of installation.
- 7.3 We are not responsible for delays: Outside our control**(Force Majeure) If our supply of a product or a service is delayed by an event outside our control, then we 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 do not accept liability for delays caused by the event or consequential costs, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund (minus costs inc. survey, design, material costs if appropriate) for any product you have paid for but not received. **Within our control:** If our supply of a product or service is delayed by an unforeseeable event in-house or within our supply chain, we will contact you as soon as possible, and will take steps to minimise the effect of the delay. Once notified you can choose to end the contract and receive a refund (minus costs) for any product or service you have paid for but not received.
- 7.4 Collection by you.** If you have asked to collect a product from our premises, you can collect it from us at any time between 8:30am and 3.30pm on weekdays (excluding public holidays).
- 7.5 You must carefully check products when they are delivered.** If your order should include glass, we ask that this is checked for defects or scratches on the day of delivery as we are unable to take responsibility if we have not been notified in writing or email on the day of delivery.
- 7.6 If you are not at home when the product is delivered.** If no one is available at your address to take delivery, we will leave you a note informing you of how to rearrange delivery or collect the product(s) from our premises at Unit E6/E7 West Point, Middlemore Lane West, Aldridge, Walsall WS9 8BG.



- 7.7 If you do not re-arrange delivery or collection.** If you do not collect a product from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect it from our premises we will contact you for further instructions and may charge you 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 clause 10.2 will apply
- 7.8 If you do not allow us access to provide services.** If you do not allow us access to your property to perform the services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 10.2 will apply.
- 7.9 Setting a new deadline for delivery.** 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 clause 8.4, you can give us a new deadline for delivery, which must be reasonable, agreed in writing, and you can treat the contract as at an end if we do not meet the new deadline.
- 7.10 When you become responsible for the product.** Products 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.
- 7.11 When you own the product.** You own a Product once we have received payment in full.
- 7.12 What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the products and/or services to you, for example, your name, installation details (including site dimensions), delivery address, billing address, payment details, contact number and email address. If so, this will have been told to you over the telephone, on our website or told to you in the course of email exchanges. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 10.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the product(s) late or not supplying any part of them if this is caused by you not giving us the information, we need within a reasonable time of us asking for it.
- 7.13 Reasons we may suspend the supply of a product to you.** We may have to suspend the supply of a product to:
- (a) deal with technical problems or make minor technical changes.
  - (b) update the product to reflect changes in relevant laws and regulatory requirements.



- (c) make changes to the product as requested by you or notified by us to you (see clause 6).
- 7.14 Your rights if we suspend the supply of a product.** We will contact you in advance to tell you we will be suspending supply of a product, unless the problem is urgent or an emergency. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 6 months and we will offer you an alternative product or refund any sums (minus costs inc. survey, drawings, materials, etc) you have paid in advance for the product in respect of the period after you end the contract.
- 7.15 We may also suspend supply of a product if you do not pay.** If you do not pay us for a product when you are supposed to (see clause 12.4) and you still do not make payment within 21 days of us reminding you that payment is due, we may suspend supply of the product until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the product. We will not suspend the product where you dispute the unpaid invoice (see clause 12.7). We will not charge you for the product during the period for which they are suspended. As well as suspending the product we can also charge you interest on your overdue payments (see clause 12.5).
- 8. Your rights to end the contract**
- 8.1 You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing, when you decide to end the contract:
- (a) **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back);
  - (b) **If you want to end the contract because of something we have done or have told you we are going to do, see clause 8.2;**
  - (c) **You have just changed your mind about the product and/or service, see clause 8.3.** You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions, and you will have to pay the costs of return of any products. **Please note that you are not entitled to change your mind and receive a refund in relation to any made-to-measure products, due to the bespoke nature of each item.**
  - (d) **In all other cases (if we are not at fault and there is no right to change your mind), see clause 8.6.**
- 8.2 Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (e) below the contract will end







E6/E7 West Point, Middlemore Lane West, Aldridge, Walsall WS9 8BG including details of what you bought, when you ordered or received it and your name and address.

**9.2 Returning products after ending the contract.** If you end the contract for any reason after a product has been dispatched to you or you have received it, you must return it to us. You must either return the product in person to where you bought it, post it back to us at Unit E6/E7 West Point, Middlemore Lane West, Aldridge, Walsall WS9 8BG or (if it is not suitable for posting) allow us to collect it from you. Please call customer services on 01922 743 842 or email us at [customerservice@shs-products.co.uk](mailto:customerservice@shs-products.co.uk) for information in relation to delivery or to arrange collection. If exercising your right to change your mind (which does not apply to any products made to your specification) you must return the product(s) within 14 days of telling us you wish to end the contract.

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

- (a) if a product is faulty or misdescribed;
- (b) if you are ending the contract because we have told you of an upcoming change to 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; or
- (c) if you are exercising your right to change your mind.

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

**9.4 What we charge for collection.** 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 collection. The costs of collection will be as told to you over the telephone, on our website or told to you in the course of email exchanges.

**9.5 How we will refund you.** We will refund you the price you paid for the product including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

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

- (a) We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the product, if this has been caused by your handling it in a way which would not be permitted in a shop. Refunds will only be issued following full and satisfactory inspection of the returned items.

















## **SCHEDULE 1**

### **Model Cancellation Form**

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

To: Customer Service, Stainless Handrail Systems Limited, Unit E6/E7 West Point, Middlemore Lane West, Aldridge, Walsall WS9 8BG [or by email to: [customerservice@shs-products.co.uk](mailto:customerservice@shs-products.co.uk)].]

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