

# Terms & Conditions

You must read and agree to these terms and conditions before you buy any goods from our site. We want to ensure that our customers receive a high quality service, and these terms will help you understand what your rights and obligations are when you purchase goods from us.

## General

When the Contract is formed

We must receive payment of an agreed deposit for the Goods that you order (the "Goods") before we can accept your order. When only clock parts are ordered, payment must be made in full before we can accept your order. Once payment has been received we will confirm that your order has been accepted by sending an e-mail to you at the e-mail address that you put on your order form or we will contact you in writing if you so request. When we send this e-mail (or other written form) to you a legally binding contract is formed between us. If there are any alterations to these terms (e.g. delivery dates or charges) we will contact you before we confirm your order to ensure that you accept these varied terms.

Refusal of orders

All orders are subject to availability and we will be entitled to refuse any order placed by you if we wish.

Your details

You undertake that all details you provide to us for the purpose of ordering the Goods will be correct and that the credit or debit card you are using is your own and that there are sufficient funds to cover the cost of the Goods.

If there are any changes to the details supplied by you, you must inform us immediately of this change.

The Goods will be delivered to the address specified in your order.

Who is your Contract with?

Your contract will be with us, Carlton Clocks Ltd. You can telephone us on (01935) 713333 or e-mail us at [info@ukclocks.com](mailto:info@ukclocks.com).

Your right of withdrawal from the Contract

You can withdraw from the contract at any time up to the end of the 7th day after you receive the Parts or the Goods. You do not have to give us any reason for withdrawing your order, nor do you have to pay any penalty.

To withdraw from the contract under paragraph 5.i, you must notify us in writing (which can include an e-mail).

If you withdraw from the contract you must send the goods back to us immediately after serving notice of withdrawal under paragraph 5.ii in the original packaging and at your own cost.

Once we receive notice that you are withdrawing from the contract and you have returned the Goods in accordance with paragraph 5.iii we will re-credit to your account any sums that we have previously debited in respect of the Goods. We will do this as quickly as possible, and in any event within 30 days of the date when we receive the returned Goods from you.

Price

The price of the Goods is as shown on the site.

The price is payable in £sterling without the deduction of bank charges.

We reserve the right to revise our prices at any time prior to formation of the contract without notice.

Unless otherwise stated, our prices include delivery within the mainland UK. There will sometimes be an additional charge for delivery. Unfortunately, there may be some locations to which we cannot deliver.

If you require delivery outside of the UK, or if for some reason the delivery charges for delivering the Goods to you will be higher than indicated at the time of your order, we will contact you prior to formation of the contract to inform you of the delivery charge to enable you to decide whether to proceed with your purchase.

Availability of Goods

We only hold a limited amount of stock, and because of this we are sometimes unable to provide the Goods to you due to a lack of stock. If this happens we will notify you in writing and shall re-credit to your account any sums debited from your credit card. We will do this as quickly as possible, and in any event within 30 days of your order.

Delivery

We will, where possible, deliver the Goods to you within 30 days of your order. However, due to the specialist nature of our products, it may not always be possible to deliver the Goods to you within this time period. We will notify you upon receipt of your order under clause 1 if we are aware that delivery will take more than 30 days and we will endeavour to give you a reasonable estimate of the delivery date. We will not confirm your order and therefore create a contract unless you confirm that you accept the estimated delivery date.

You will become the owner of the Goods once they are delivered to you. They will then be held at

your own risk and we will not be liable for their loss or destruction.

#### Liability

If the Goods are not what you ordered, or are damaged or defective, or the delivery is of an incorrect quantity, we will have no liability to you unless you notify us in writing of the problem within 7 days of delivery of the Goods.

If you notify us of any problem under paragraph 9.i, our sole obligation will be, at our discretion to: make good any shortage or non-delivery; replace or repair any damaged or defective Goods; or refund you the price paid by you for the Goods.

We will not be liable to you for any indirect or consequential loss.

Nothing in paragraphs 9.ii or 9.iii shall limit our liability for death or personal injury caused by our negligence.

Your statutory rights are not affected by any of these terms.

#### Invalidity

If any part of these terms is unenforceable, the enforceability of any other part of these terms will not be affected.

#### Entire Agreement

These terms and conditions, together with our site prices, and the delivery details set out the whole of the agreement between us relating to the supply of the Goods to you.

These terms can only be varied in writing by one of our authorised officers.

#### Force Majeure

We shall have no liability to you for any failure or delay to deliver the Goods to you if that failure or delay is the result of events beyond our control.

#### Data Protection

We will comply with the provisions of the Data Protection Act 2018 and the provisions of our Privacy Policy from time to time as displayed on our site in dealing with all information provided by you in relation to the supply of the Goods to you.

You confirm that you have read and accepted the terms of our Privacy Policy.

#### Governing Law

The web sale terms contract shall be governed by the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English courts.