

# PRIVATE SALE TERMS AND CONDITIONS

This page (together with our Privacy Policy and Terms of Website Use) tells you information about us and the legal terms and conditions (the "Terms") on which we sell any of the Products (the "Products") listed on our website ("Website").

These Terms will apply to any contract between us for the sale of Products to you (the "Contract"). Please read these Terms carefully and make sure that you understand them, before ordering any Products from the Website. Please note that before placing an order you will be asked to agree to these Terms. If you refuse to accept these Terms, you will not be able to order any Products from the Website.

We amend these Terms from time to time as set out in clause 7.

These Terms, and any Contract between us, are only in the English language.

## 1 Information about us

- 1.1 We operate the website <http://www.nuaire.co.uk>. Nuaire is a trading division of Polypipe Limited, a company registered in England and Wales under company number 1099323 and with our registered office at 4 Victoria Place, Holbeck, Leeds, LS11 5AE United Kingdom. Our main trading address is Western Industrial Estate, Caerphilly, CF83 1NA, United Kingdom. Our VAT number is 590679887.
- 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 8, you just need to let us know that you have decided to cancel. Please fill in the cancellation form found in section 8, please email the form to [xpress@nuaire.co.uk](mailto:xpress@nuaire.co.uk) stating you wish to cancel your order providing order information. Alternatively you can contact us on 029 20858300 or send by post to Nuaire, Western Industrial Estate, Caerphilly, CF83 1NA. If you are emailing 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 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.
  - 1.2.2 If you wish to contact us for any other reason, including because you have any complaints, you can contact us by telephoning our customer service team on 029 2085 8200 or by e-mailing us at [xpress@nuaire.co.uk](mailto:xpress@nuaire.co.uk).
  - 1.2.3 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 the Website 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 All sizes, weights, capacities, dimensions and measurements indicated on the Website are indicative at time of manufacture and within production tolerances.
- 2.3 All sizes, weights, capacities, dimensions and measurements indicated on the Website are indicative at time of manufacture and within production tolerances.
- 2.4 The packaging of the Products may vary from that shown on images on the Website.

## 3 Use of the Website

- 3.1 Your use of the Website is governed by our Terms of Website Use. Please take the time to read these, as they include important terms which apply to you.

## 4 How we use your personal information

- 4.1 We only use your personal information in accordance with our Privacy Policy. Please take the time to read our Privacy Policy, as it includes important terms which apply to you.

## 5 Age Restrictions

- 5.1 You may only purchase Products from the Website if you are at least 18 years old.

## 6 How the contract is formed between you and us

- 6.1 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.
- 6.2 After you place an order, we will endeavour to set up your account within 24 hours and 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.
- 6.3 We will confirm our acceptance to you by sending you an e-mail [that confirms that the Products have been ordered] the "Order Confirmation". The Contract between us will only be formed when we send you the Order Confirmation.
- 6.4 If we are unable to supply you with the Products, for example because the Products are not in stock or no longer available or because we cannot meet your requested delivery date or because of an error in the price on the Website as referred to in clause 11.5, 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.
- 6.5 As products are despatched from Nuaire you will receive an automatic despatch confirmation with a tracking reference.

## 7 Our right to vary these Terms

- 7.1 We amend these Terms from time to time. Please look at the top of this page to see when these Terms were last updated.
- 7.2 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.
- 7.3 We may revise these Terms as they apply to your order from time to time to reflect changes in relevant laws and regulatory requirements or amendments to Nuaire products.
- 7.4 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, you will have to return (at our cost) any relevant Products you have already received and we will arrange a full refund of the price you have paid, including any delivery charges.

## 8 Your right of return and refund

- 8.1 You have a legal right to cancel a Contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 during the period set out below in clause 8.2. 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 the Products, 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.
- 8.2 Your legal right to cancel a Contract starts from the date of the Order Confirmation (the date on which we e-mail you to confirm our acceptance of your order), which is when the Contract between us is formed. Your deadline for cancelling the Contract then depends on what you have ordered and how it is delivered, as set out in the table below:

Your Contract	End of the Cancellation Period
Your Contract is for a single Product (which is not delivered in instalments on separate days).	The end date is the end of 14 days after the day on which you receive the Products.  Example: if we provide you with an Order Confirmation on 1st January and you receive the Product on 10th January you may cancel at any time between 1st January and the end of the day on 24th January.
Your Contract is for either of the following:  - one Product which is delivered in instalments on separate days.  - multiple Products which are delivered on separate days	The end date is 14 days after the day which you receive the last instalment of the Product or the last of the separate Products ordered.  Example: if we provide you with a Dispatch Confirmation on 1st January and you receive the first instalment of your Product or the first of your separate Products on 10th January and the last instalment or last separate Product on 15th January you may cancel in respect of all instalments and any or all of the separate Products at any time between.
Your Contract is for the regular delivery of a Product over a set period.	The end date is 14 days after the day on which you receive the first delivery of the Products.  Example: if we provide you with a Dispatch Confirmation on 1st January in respect of Products to be delivered at regular intervals over a year and you receive the first delivery of your Product on 10th January, you may cancel at any time between 1st January and the end of the day on 24th January. 24th January is the last day of the cancellation period in respect of all Products to arrive during the year.

- 8.3 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 fill in our cancellation form found here and email it to [xpress@nuaire.co.uk](mailto:xpress@nuaire.co.uk) or send by post to: Nuaire, Western Industrial Estate, Caerphilly, CF83 1NA. Alternatively please call 02920 858300. If you are emailing 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 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.
- 8.4 If you cancel your Contract we will:
  - 8.4.1 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 Products, if this has been caused by your handling 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.
  - 8.4.2 refund any delivery costs you have paid, 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.
  - 8.4.3 make any refunds due to you as soon as possible and in any event within the deadlines indicated below:
    - 8.4.3.1 if you have received the Product and we have not offered to collect it from you: 14 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. For information about how to return a Product to us, see clause 8.7;
    - 8.4.3.2 if you have not received the Product or you have received it and we have offered to collect it from you: 14 days after you inform us of your decision to cancel the Contract.
- 8.5 If you have returned the Products to us under this clause 8 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.
- 8.6 We will refund you on the credit card or debit card used by you to pay. If you used vouchers to pay for the Product we may refund you in vouchers.
- 8.7 If a Product has been delivered to you before you decide to cancel your Contract:
  - 8.7.1 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. Please contact Nuaire on 02920 858300 or e-mail [xpress@nuaire.co.uk](mailto:xpress@nuaire.co.uk) if you are unsure of the returns procedure. If we have offered to collect the Product from you we will collect the Products from the address to which they were delivered. We will contact you to arrange a suitable time for collection.
  - 8.7.2 unless the Product is faulty or not as described you will be responsible for the cost of returning the Products to us. If the Product is one which cannot be returned by post, please contact Nuaire. We estimate that if you use the carrier which delivered the Product to you, these costs should not exceed the sums we charged you for delivery.
- 8.8 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 8 or anything else in these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

## 9 Delivery

- 9.1 We will contact you with an estimated delivery date, which will be via the Order Confirmation (the date on which we e-mail you to confirm our acceptance of your order). Occasionally our delivery to you may be affected by an Event Outside Our Control. See clause 16 for our responsibilities when this happens. In event of product being out of stock an Xpress staff member will contact you directly.
- 9.2 If no one is available at your address to take delivery, we will follow the delivery policies of our chosen carrier.
- 9.3 Delivery of an order shall be completed when we deliver the Products to the address you gave us (or you or a carrier organised by you collect them from us) and the Products will be your responsibility from that time.
- 9.4 You own the Products once we have received payment in full, including all applicable delivery charges.
- 9.5 If we miss the agreed delivery deadline for any Products then you may cancel your order straight away if any of the following apply:
- 9.5.1 we have refused to deliver the Products;
- 9.5.2 delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
- 9.5.3 you told us before we accepted your order that delivery within the delivery deadline was essential.
- 9.6 If you do not wish to cancel your order straight away, or do not have the right to do so under clause 9.5, 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.
- 9.7 If you do choose to cancel your order for late delivery under clause 9.6 or clause 9.7, 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.

## 10 International delivery

- 10.1 We deliver, as per our 'Xpress Delivery Policy' to mainland UK excluding Scotland (beyond M18) and Northern Ireland, within an anticipated 24 hours and to Scotland and Northern Ireland within 48 hours. A 4% delivery charge is applied. A 10% delivery charge and a different delivery date are applied for International destinations. Delivery charges are applied at time of order yet for international orders this does not guarantee confirmation of order. Existing Nuairé distribution agreements and regional taxes exist outside of the UK and need to be checked before order confirmation. The returns policy is also amended as it requires you to contact international orders before arranging the return (by calling +44 2920 858497 or mail [export.enquiries@nuaire.co.uk](mailto:export.enquiries@nuaire.co.uk)).
- 10.2 If you order Products from the Website for delivery to one of the International Delivery Destinations, 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.
- 10.3 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.
- 10.4 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.

## 11 Price of Products and delivery charges

- 11.1 The price of the Products and Services detailed in the Dispatch Confirmation will be as quoted on the Website 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 Products you ordered.
- 11.2 The price for our Products may change from time to time, but changes will not affect any order you have already placed.
- 11.3 The price of a Product includes 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.
- 11.4 The price of a Product does not include delivery charges. Our delivery charges are as advised to you during the check-out process, before you confirm your order.
- 11.5 The Website contains a large number of Products. It is always possible that, despite our reasonable efforts, some of the Products on the Website may be incorrectly priced. We will normally check prices as part of our dispatch procedures so that:
- 11.5.1 where the Product's correct price is less than the price stated on the Website, we will charge the lower amount when dispatching the Products to you. However, 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; and
- 11.5.2 if the Product's correct price is higher than the price stated on the Website, we will contact you (in writing) as soon as possible 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.]

## 12 How to pay

- 12.1 You can only pay for using a debit card or credit card through our Worldpay Magento E-commerce link.
- 12.2 Payment for the Products and all applicable delivery charges is in advance. Your card payment is processed at the time of order.
- 12.3 All payments for goods must be made in Pounds Sterling.

## 13 Supply of Services

- 13.1 We shall provide the Services to you in accordance with the order confirmation in all material respects.

## 14 Our warranty for the Products

- 14.1 Subject always to clause 14.2, 15 and 16, we provide a warranty that upon delivery and for a period of 12 months from delivery, or as otherwise specified in the Order Confirmation. Specific Product Warranty information is available from our Instruction & Maintenance sheets from [www.nuaire.info](http://www.nuaire.info). The Products shall:
- 14.1.1 conform to the description of the Products [in the description or specification for the Products agreed in writing between you and us]
- 14.1.2 be within the tolerances allowed by relevant BSI and/or ISO standards; and
- 14.1.3 be free from material defects arising from faulty materials and workmanship.
- 14.2 The warranty in clause 14.1 does not apply to any defect in the Products arising from:
- 14.2.1 fair wear and tear;
- 14.2.2 wilful damage, abnormal storage or working conditions, accident, negligence by your or by any third party;
- 14.2.3 if you fail to operate or use the Products in accordance with the user instructions;
- 14.2.4 any alteration or repair by you or by a third party who is not one of our authorised repairers; or
- 14.2.5 any specification provided by you.
- 14.3 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.

## 15 Our liability

- 15.1 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.
- 15.2 We only supply the Products for private use via e-commerce. You agree not to use the product for any 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. Please contact Nuairé on 02920 858200 for business to business enquiries.
- 15.3 We do not in any way exclude or limit our liability for:
- 15.3.1 death or personal injury caused by our negligence;
- 15.3.2 fraud or fraudulent misrepresentation;
- 15.3.3 any breach of the terms implied by section 12 of the Sale of Products Act 1979 (title and quiet possession);
- 15.3.4 any breach of the terms implied by section 13 to 15 of the Sale of Products Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
- 15.3.5 defective Products under the Consumer Protection Act 1987.

## 16 Events outside our control

- 16.1 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 16.2.
- 16.2 An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation lock-outs, strikes or labour disputes (whether or not relating to your or our workforce), adverse weather conditions including snow or flood, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, epidemic, civil war, insurrection, restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.
- 16.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:
- 16.3.1 we will contact you as soon as reasonably possible to notify you; and
- 16.3.2 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.
- 16.4 You may cancel a Contract affected by an Event Outside Our Control which has continued for more than [90] 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.

## 17 Communications between us

- 17.1 When we refer, in these Terms, to "in writing", this will include e-mail.
- 17.2 You may contact us as described in clause 1.2.

## 18 Other important terms

- 18.1 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.
- 18.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing. Transactions are for private use, the terms, including warranty are not transferable to 3rd parties.
- 18.3 This Contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 18.4 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.
- 18.5 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.
- 18.6 Please note that these Terms are governed by the laws of England and Wales. This means a Contract for the purchase of Products through the Website 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.