

Terms & Conditions (Cont)

11. Price and payment

- 11.1 The price of the product (which includes VAT) will be the price indicated in our Quotation Form. Please see clause 11.2 for what happens if we discover an error in the price of the product you order.
- 11.2 It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order.
- 11.3 We accept payment by cash and cheque and any credit or debit cards we inform you we accept. If specified in the Quotation Form you must make an advance payment before we start providing services or deliver the goods. We will invoice you for the balance of the price when we have completed delivery and/or installation (as appropriate). Each invoice is payable on receipt of the invoice.
- 11.4 If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 2% a year above the base lending rate of HSBC Bank plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

12. Our responsibility for loss or damage suffered by you

- 12.1 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; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products as summarised at clause 10.1.
- 12.2 If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.
- 12.3 We are not liable for business losses. We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13. How we may use your personal information

- 13.1 We will use the personal information you provide to us:
- to supply the products to you;
 - to process your payment for the products;
 - to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us;
 - to supply to our franchisor Cloudy2Clear UK Limited for the purposes set out in clause 13.1(c) above and in connection with the management and operation of the franchise; and
 - to supply to the C2C UK Warranty Limited for the purposes of providing the 25 year guarantee referred to in clause 9.
- 13.2 We will only give your personal information to other third parties where the law either requires or allows us to do so.

14. Other important terms

- 14.1 We may transfer our rights and obligations under these terms to another organisation. We will tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 14.2 You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 14.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 14.4 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 14.5 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 your breaking this 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. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 14.6 These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

Which? Terms & Conditions

As a Which? Trusted Trader we have a range of support services available to us and our customers. One of these services is access to an independent Alternative Dispute Resolution (ADR) service, which enables our customers to seek an impartial review of a complaint in the unlikely event that we are unable to resolve it between ourselves.

This is a free service for the customer, offered by Dispute Resolution Ombudsman, an approved government scheme. Further information about the Ombudsman can be found at <http://www.disputeresolutionombudsman.org/whichtrustedtraders/> or by telephoning them on 0333 241 3209.