

Terms and Conditions for Consumers

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 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 our site.

You should print a copy of these Terms for future reference.

We may 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, and any Contract between us, are only in the English language.

1. INFORMATION ABOUT US

1.1 We operate the websites www.weatherwriter.co.uk, and www.weatherwriter.com. We are VIP WeatherWriter Ltd, a company registered in England and Wales under company number 08915965 and with our registered office at Willow Farm, Pettaugh, Stowmarket IP14 6AX. Our VAT number is GB 103 8525 92.

1.2 Contacting us if you are a consumer:

- (a) 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 on our website. If you use this method we will e-mail you to confirm we have received your cancellation. You can also e-mail us at sales@weatherwriter.co.uk or contact us by telephone on +44 (0) 1473 890285 or by post to Willow Farm, Pettaugh, Stowmarket IP14 6AX. 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.
- (b) If you wish to contact us for any other reason you can contact us by using the contact details set out above.
- (c) 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 The packaging of the Products may vary from that shown on images on our site.

3. HOW WE USE YOUR PERSONAL INFORMATION

3.1 We will use the personal information you provide to us to:

- (a) provide the Products;
- (b) process your payment for such Products; and

- (c) inform you about similar products or services that we provide, but you may stop receiving these at any time by contacting us.

3.2 We may share your personal information with selected third parties including:

- (a) business partners, suppliers and sub-contractors for the performance of any Contract we enter into with them or you; and
- (b) analytics and search engine providers that assist us in the improvement and optimisation of our websites.

4. YOUR STATUS

4.1 You may only purchase Products from our site if you are at least 18 years old.

4.2 By placing an order through our sites you confirm that you are capable of entering into a binding contract.

5. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

5.1 Our website 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. Our acceptance of your order will take place as described in clause 5.3.

5.3 We will confirm our acceptance to you by sending you an e-mail that confirms that the Products have been dispatched (**Dispatch Confirmation**). The Contract between us will only be formed when we send you the Dispatch Confirmation.

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 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 reserve the right to amend these Terms from time to time.

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 We may revise these Terms from time to time to reflect changes in relevant laws and regulatory requirements, changes in market conditions affecting our business, changes in technology and changes in payment methods.

6.4 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.

7. YOUR RIGHT OF RETURN AND REFUND

7.1 If you are a consumer, 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 date of the Dispatch 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	The end date 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.
Your Contract is for multiple Products which are delivered on separate days.	The end date is 14 days after the day on which you receive the last of the separate Products ordered. Example: if we provide you with a Dispatch Confirmation on 1 January and you receive the first of your Products on 10 January and the Product on 15 January you may cancel in respect of any or all of the separate Products at any time between 1 January and the end of the day on 29 January.
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 1 January in respect of Products to be delivered at regular intervals over a year and you receive the first delivery of your Product on 10 January, you may cancel at any time between 1 January and the end of the day on 24 January. 24 January is the last day of the cancellation period in respect of all Products to arrive during the year.

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 on our website. If you use this method we will e-mail you to confirm we have received your cancellation.

You can also e-mail us at sales@weatherwriter.co.uk or contact us by telephone on +44 (0) 1473 890285 or by post to at Willow Farm, Pettaugh, Stowmarket IP14 6AX. If you are 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 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:

- (a) 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.
- (b) 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.
- (c) make any refunds due to you as soon as possible and in any event within the deadlines indicated below:
 - (i) if you have received the Product: 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;
 - (ii) 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. You may, as an alternative to a refund and provided we have the Product in stock, request that we send you a replacement.

7.6 We will refund you on the credit card or debit card used by you to pay or by cheque or bank transfer to your nominated account.

7.7 If a Product has been delivered to you before you decide to cancel your Contract:

- (a) 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;
- (b) 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 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.

8. DELIVERY

8.1 We will contact you with an estimated delivery date, which will be within 30 days after the date of the Dispatch Confirmation (the date on which we e-mail you to confirm our acceptance of your order). Occasionally delivery to you may be affected by an Event Outside Our Control. See clause 15 for our responsibilities when this happens.

8.2 Delivery of an Order shall be completed when the Products are delivered to the address you gave us and the Products will be your responsibility from that time.

8.3 You own the Products once we have received payment in full, including all applicable delivery charges.

8.4 If we miss the 30 day delivery deadline for any Products then you may cancel your Order straight away if any of the following apply:

- (a) we have refused to deliver the Products;
- (b) delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
- (c) you told us before we accepted your order that delivery within the delivery deadline was essential.

8.5 If you do not wish to cancel your order 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, and you can cancel your Order if we do not meet the new deadline.

8.6 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, 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 We do not accept orders for our weatherwriter product from either consumers or businesses located in the United States of America or Canada. Please visit www.weatherwriterusa.com if you are located in either of those countries.

9.2 If you order Products from our site for delivery to a destination outside the UK, 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.

9.3 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.

9.4 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.

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 10.5 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 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.

10.4 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.

10.5 Our site contains a large number of Products. 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 You can pay for Products using a Visa or Mastercard debit card or credit card, by electronic bank transfer or by cheque. We do not however accept American Express cards.

11.2 Payment for the Products and all applicable delivery charges is in advance. We will not charge your debit card or credit card until we dispatch your order.

12. MANUFACTURER GUARANTEES

12.1 Some of the Products we sell to you come with a manufacturer's guarantee. For details of the applicable terms and conditions, please refer to the manufacturer's guarantee provided with the Products.

12.2 If you are a consumer, a manufacturer's guarantee is in addition to 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 WARRANTY FOR THE PRODUCTS

13.1 For weatherwriter products, we provide a warranty that on delivery and for a period of 12 months from delivery, the products shall be free from material defects. However, this warranty does not apply in the circumstances described in clause 13.2.

13.2 The warranty in clause 13.1 does not apply to any defect in weatherwriter products arising from:

- (a) fair wear and tear;
- (b) wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party;
- (c) if you fail to operate or use the Products in accordance with the user instructions;
- (d) any alteration or repair by you or by a third party who is not one of our authorised repairers; or
- (e) any specification provided by you.

13.3 If you are a consumer, this warranty is in addition to 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.

14. OUR LIABILITY IF YOU ARE A CONSUMER

14.1 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. 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.

14.2 Subject to Clause 14.4 our total liability to you in respect of all losses arising under or in connection with any Contract shall in no circumstances exceed the price of the Products and any related delivery charges.

14.3 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.

14.4 We do not in any way exclude or limit our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
- (d) 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
- (e) defective products under the Consumer Protection Act 1987.

15. EVENTS OUTSIDE OUR CONTROL

15.1 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 15.2.

15.2 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.

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

- (a) we will contact you as soon as reasonably possible to notify you; and
- (b) 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.

15.4 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.

16. COMMUNICATIONS BETWEEN US

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

16.2 You may contact us as described in clause 1.2.

17. OTHER IMPORTANT TERMS

- 17.1 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.
- 17.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing..
- 17.3 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.
- 17.4 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.
- 17.5 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.
- 17.6 Please note that these Terms are governed by English law. This means a Contract for the purchase of Products through our sites 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 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.