

Robust Details Limited

TERMS AND CONDITIONS FOR ONLINE SALES

Introduction and Scope

The terms and conditions set out below (the '**Terms**') are those on which we supply any of the products ("**Products**") listed on the Site. You should print a copy of the Terms for future reference.

The Terms are in addition to our **Terms and Conditions for Website Membership and Use** and our **Privacy Policy** which you should also read before deciding whether to make a purchase online via the Site. By making an online purchase via the Site, you are deemed to have agreed to all these documents.

1. INFORMATION ABOUT US

- 1.1 This website at www.robustdetails.com ("the **Site**") is owned and operated by Robust Details Limited ("**RDL**"), which is a private limited liability company incorporated under English law (company number 04980223), and the address of whose registered office and place of business is Unit 14, Shenley Pavilions, Chalkdell Drive, Shenley Wood, Milton Keynes, MK5 6LB
- 1.2 Our VAT number is 833 206455.
- 1.3 References in the Terms to "**we**", "**us**" and "**our**" are references to RDL.

2. YOUR STATUS

By placing an order to purchase any Product via the Site ("**Order**"), you warrant that:

- you are legally capable of entering into binding contracts;
- you are at least 18 years old; and
- you are a member of the Site ("**Member**").

3. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

- 3.1 After placing an Order, you will receive an e-mail from us acknowledging that we have received your Order. This email does not mean that your Order has been accepted. Your Order constitutes an offer to us to buy one or more Products. All Orders are subject to acceptance by us, which (without limitation) is conditional upon availability of Products and the receipt by Sagepay (6.5) of full payment of all sums due in respect of the Order including any delivery charges. In the event of our accepting your Order we will notify (or cause to be notified) the same to you ("**Notification**");

- (in the case of plot registrations) by sending you an email providing you with the registration documents
- (in the case of other online sales involving payment by credit or debit card) by arranging for an email to be sent to you by the Processor.

3.2 The contract between you and us ("**Contract**") will only be formed when we send you the Notification.

3.3 The Contract will relate only to those Product(s) that are the subject of a Notification. We will not be obliged to supply any other Product(s) which may have been part of your Order until the supply of such Product(s) has been confirmed in a separate Notification.

4. OUR STATUS

4.1 The Site may contain links to other websites that we believe will or may be of interest to you. You acknowledge that we are not responsible for and have no control over the content or material of such websites, the operators of which do not necessarily have any association with us.

4.2 You also acknowledge that we expressly disclaim all guarantees, conditions, warranties, representations and other terms that might otherwise be implied by legislation, common law or the law of equity with respect to any products and/or services that you purchase from third party sellers through such other websites. This disclaimer does not affect your statutory rights (if any) against any third party seller.

5. RIGHTS AND OBLIGATIONS

5.1 You may cancel a Contract at any time within 7 (seven) Business Days, beginning on the day after you received the Product(s) covered by the Contract. In this case, you will receive a full refund of the price paid for the said Product(s) in accordance with our refunds policy set out in 7.

5.2 To cancel a Contract, you must inform us in writing. You must also return the Product(s) covered by the Contract to us immediately, in the same condition in which you received it or them, and at your own cost and risk. You have a legal obligation to take reasonable care of the said Product(s) while it or they are in your possession. If you fail to comply with this obligation, we may have a right of action against you for compensation.

5.3 Details of this statutory right, and an explanation of how to exercise it, are provided in the Notification (where applicable). This provision does not affect your statutory rights.

6. PRICE AND PAYMENT

6.1 The price of any Product will be as quoted on the Site from time to time, except in cases of obvious error.

- 6.2 Prices of Products are liable to change at any time, but such changes will not affect any Orders in respect of which we have already sent you a Notification.
- 6.3 The Site lists various Products and it is always possible that, despite our best efforts, some of the Products listed on the Site may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a Product's correct price is less than our stated price, we will charge the lower amount when dispatching the Product to you or otherwise provide a refund of the difference afterwards. If a Product's correct price is higher than the price stated on the Site, we will normally, at our discretion, either contact you for instructions before dispatching the Product, or reject your order and notify you of such rejection.
- 6.4 We are under no obligation to provide the Product to you at the incorrect (lower) price, even after we have sent you a Notification, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing.
- 6.5 Online payments for the Products are required to be made in advance via a third party payment handler SagePay. Your payment is not made directly to us. Online payments are subject to the terms and conditions of the SagePay. We are not responsible for the processing of online payments.

7. OUR REFUNDS POLICY

- 7.1 If you return a Product to us:
- 7.1.1 because you have cancelled the Contract relating to the Product within the period referred to in Clause 5.1, we will process the refund due to you as soon as possible and, in any case, within 30 (thirty) days after the day on which you gave to us notice of your cancellation. In this case, we will refund the price of the Product in full, including the cost of sending it to you. However, you will be responsible for the cost of returning it to us;
- 7.1.2 for any other reason (for instance, because you have notified us in accordance with Clause 17.2 that you do not agree to any change in the Terms, or because you claim that the Product is defective), we will examine the returned Product and will notify you of your refund via e-mail within a reasonable period of time. We will usually process the refund due to you as soon as possible and, in any case, within 30 (thirty) days after the day on which we confirmed to you via e-mail that you were entitled to a refund for the defective Product. The price of Products returned by you because of a defect will be refunded in full, including a refund of the delivery charges for sending it to you and the cost incurred by you in returning it to us.
- 7.2 We will usually refund any money received from you using the same method originally used by you to pay for your purchase.
- 7.3 If your Order is not accepted by us we shall arrange for the sums relating to it that you have paid to SagePay to be refunded to you promptly.

8. LIMITATION OF LIABILITY

8.1 This Clause 8 sets out our entire financial liability (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you in respect of the following:

- any breach of the Terms or of any Contract;
- any use made by you of any Product; and
- any representation, statement or tortious act or omission (including negligence and breach of statutory duty) arising under or in connection with the Terms or any Contract.

8.2 Notwithstanding anything to the contrary herein, nothing in the Terms limits or excludes our liability to you for death or personal injury caused by our negligence, for any loss or damage incurred by you as a result of fraud or fraudulent misrepresentation by us or for any other matter to the extent that it cannot be limited or excluded by applicable law.

8.3 Subject to Clause 8.2, all warranties, representations, guarantees, conditions and other terms, whether implied by legislation, or common law, are, to the fullest extent permitted by law, disclaimed and excluded by us from the Terms, including (without prejudice to the generality of the foregoing) any implied warranty as to satisfactory quality or fitness for purpose.

8.4 Subject to Clause 8.2, our entire liability in respect of any claim against us by you arising under or in relation to the Terms and/or any Contract shall in no event exceed an amount equal to the purchase price of the Product(s) to which the said claim relates.

8.5 Subject to Clause 8.2 we hereby disclaim and exclude all liability for any loss or damage (whether direct or indirect, and whether or not foreseeable) that is or can be characterised as a claim for (or arising from):

- loss of business opportunity or loss of contracts;
- loss of goodwill or injury to reputation;
- direct, indirect, consequential or special loss or damage; or
- anticipated savings.

8.6 We shall have no liability to you hereunder to the extent that we are prevented from or delayed in performing any of our obligations hereunder by Force Majeure. For the purposes of the Terms "**Force Majeure**" shall mean acts, events, omissions or accidents beyond our reasonable control, including strikes, lock-outs or other industrial disputes (whether involving our workforce or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, terrorism, malicious damage, compliance with any legal requirement, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

9. **PRODUCT UPDATES**

We will update the Products accessed via the Site when necessary in our opinion, and place the updated version of the Product on the Site for Members to access. Superseded versions of the Product will be removed but archived pages may be made available in a separate location on the Site.

10. **INTELLECTUAL PROPERTY**

10.1 As between you and us we own all property rights (including Intellectual Property rights) throughout the world in all Products.

10.2 For the purposes of the Terms "**Intellectual Property**" means all intellectual property rights of whatever nature throughout the world (including patents, patentable rights, copyright, moral rights, performers' rights, get-up, design rights, utility models, rights in domain names, trademarks (whether or not any of the above are registered), trade names, rights in inventions, rights in data, database rights, rights in know-how and confidential information and all other intellectual and industrial property and similar or analogous rights existing under the laws of any country and all pending applications for and right to apply for or register the same (present, future and contingent and including all renewals, extensions, revivals and all accrued rights of action)).

11. **WRITTEN COMMUNICATIONS**

Applicable laws require that some of the information or communications that we send to you should be in writing. When using the Site, you accept that communication with us will be mainly electronic. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all Contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

12. NOTICES

- 12.1 All notices, orders, claims, demands or other forms of communication required or entitled to be given by you to us (or vice versa) under or in connection with the Terms or any Contract (together "**notices**") shall be given in writing in the English language (which is the only authorized language of the Contract), authenticated by signature or by such other method as agreed between you and us, and (where applicable) be marked for the attention of the appropriate department or officer.
- 12.2 Notices shall be served by pre-paid first-class post or by electronic mail.
- 12.3 Notices shall be deemed to have been received:
- 12.3.1 if sent by pre-paid first-class post on the 5th (fifth) Business Day after the day of posting;
- 12.3.2 if sent by electronic mail:
- 12.3.2.1 if transmitted between 0900 and 1700 hours on a Business Day, on completion of receipt by the sender of verification of the transmission from the receiving instrument; or
- 12.3.2.2 if transmitted at any other time, at 0900 on the 1st (first) Business Day following the completion of receipt by the sender of verification of the transmission from the receiving instrument.
- 12.4 For the purpose of the service of notices:
- 12.4.1 our postal address is as specified in Clause 1.1, and our email address is customerservice@robustdetails.com ; and
- 12.4.2 your postal address and email address are as specified by you in your Membership registration or as subsequently notified by you to us.
- 12.5 For the purposes of the Terms a "**Business Day**" means any day other than: a Saturday or a Sunday or a public holiday in England.

13. TRANSFER OF RIGHTS AND OBLIGATIONS

- 13.1 Each Contract between you and us is binding on you and us and on our respective successors and assigns.
- 13.2 You may not assign, transfer, charge, sub-license or otherwise dispose of a Contract, or any of your rights or obligations arising under it or any Term, without our prior written consent.
- 13.3 We may assign, transfer, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it or any Term, at any time during its term.

14. WAIVER

- 14.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under it or any Term, or if we fail to exercise any of the rights or remedies to which we are entitled thereunder, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.
- 14.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.
- 14.3 No waiver by us of any Term shall be effective unless it is expressly stated to be a waiver and is notified to you.

15. SEVERABILITY

If any Term or any provision of a Contract is determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such Term or provision will to that extent be severed from the remaining Terms and provisions which will continue to be valid to the fullest extent permitted by applicable law.

16. ENTIRE AGREEMENT

- 16.1 The Terms constitute the whole agreement between us, and supersede any previous arrangement, understanding or agreement between us, relating to the subject matter of any Contract.
- 16.2 We each acknowledge that, in entering into a Contract, neither of us relies on any statement, representation, assurance or warranty ("**Representation**") of any person (whether a party to that Contract or not) other than as expressly set out in the Terms.
- 16.3 Each of us agrees that the only rights and remedies available to us arising out of or in connection with a Representation shall be for breach of contract as provided in the Terms.
- 16.4 Nothing in this clause shall limit or exclude any liability for fraud.

17. OUR RIGHT TO VARY THE TERMS

- 17.1 We have the right unilaterally to revise and amend the Terms from time to time, for example, to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

17.2 You will be subject to the Terms in force at the time of your Order unless any change to the Terms is required to be made by law or governmental authority (in which case it will apply to Orders previously placed by you), or if we notify you of the change to the Terms before we send you the dispatch confirmation of dispatch of the Product(s) in which case we have the right to assume that you have accepted the change to the Terms, unless you notify us to the contrary within 7 (seven) Business Days after receipt by you of the Products).

18. THIRD PARTIES

No Term is intended to confer any right of enforcement on any third party, and the Contracts (Rights of Third Parties) Act 1999 shall not apply to any Term or any Contract.

19. LAW AND JURISDICTION

The Terms and each Contract shall be governed by and construed in accordance with the laws of England and Wales, and you and we irrevocably agree that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with any of them save that we retain the right to bring proceedings against you for breach of any Term or Contract in your country of residence or any other relevant country.

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