

TERMS AND CONDITIONS

Please read all these terms and conditions.

As we can accept your order and make a legally enforceable agreement without further reference to you, you must read these terms and conditions to make sure that they contain all that you want and nothing that you are not happy with. If you are not sure about anything, just email us at info@nobleandwhyte.co.uk.

Application

1. These Terms and Conditions will apply to all contracts entered into for the supply of services and rental of goods by you (the **Customer** or **you**). We are Noble + Whyte Ltd, registered in England and Wales under number 10726506 whose registered office is at 8A Sybron Way, Crowborough, East Sussex, TN6 3DZ with email address info@nobleandwhyte.co.uk; telephone number 07769395138; (the **Supplier** or **us** or **we**).
2. These are the terms on which we sell all Services to you. By ordering any of the Services, you agree to be bound by these Terms and Conditions. You can only purchase the Services and Goods from the Website or by Email to us if you are eligible to enter into a contract and are at least 18 years old.

Interpretation

3. **Consumer** means an individual acting for purposes which are wholly or mainly outside their trade, business, craft or profession;
4. **Contract** means the legally-binding agreement between you and us for the supply of the Services;
5. **Delivery Location** means the Supplier's premises or other location where the Services are to be supplied, as set out in the Order;
6. **Durable Medium** means paper or email, or any other medium that allows information to be addressed personally to the recipient, enables the recipient to store the information in a way accessible for future reference for a period that is long enough for the purposes of the information, and allows the unchanged reproduction of the information stored;
7. **Goods** means any goods that we supply to you with the Services, of the number and description as set out in the Order;
8. **Order** means the Customer's order for the Services from the Supplier as submitted following the step by step process set out on the Website or Email;
9. **Privacy Policy** means the terms which set out how we will deal with confidential and personal information received from you via the Website;
10. **Services** means the services advertised on the Website, including any Goods, of the number and description set out in the Order;
11. **Website** means our website www.nobleandwhyte.co.uk on which the Services are advertised.

Services

12. The description of the Services and any Goods is as set out in the Website, catalogues, brochures or other form of advertisement. Any description is for illustrative purposes only and there may be small discrepancies in the size and colour of any Goods supplied.
13. In the case of Services and any Goods made to your special requirements, it is your responsibility to ensure that any information or specification you provide is accurate.
14. All Services which appear on the Website or Email Order are subject to availability.
15. We can make changes to the Services which are necessary to comply with any applicable law or safety requirement. We will notify you of these changes.

Customer responsibilities

16. You must co-operate with us in all matters relating to the Services, provide us and our authorised employees and representatives with access to any premises under your control as required, provide us with all information required to perform the Services and obtain any necessary licenses and consents (unless otherwise agreed).
17. Failure to comply with the above is a Customer default which entitles us to suspend performance of the Services until you remedy it or if you fail to remedy it following our request, we can terminate the Contract with immediate effect on written notice to you.

Personal information

18. We retain and use all information strictly under the Privacy Policy.
19. We may contact you by using e-mail or other electronic communication methods and by pre-paid post and you expressly agree to this.

Basis of Sale

20. The description of the Services and any Goods in our website does not constitute a contractual offer to sell the Services or Goods. When an Order has been submitted on the Website or Email Order, we can reject it for any reason, although we will try to tell you the reason without delay.
21. The Order process is set out on the Website or Email Order. Each step allows you to check and amend any errors before submitting the Order. It is your responsibility to check that you have used the ordering process correctly.
22. A Contract will be formed for the Services ordered only when you receive an email from us confirming the Order (Order Confirmation)/(Proposal Acceptance). You must ensure that the Order Confirmation is complete and accurate and inform us immediately of any errors. We are not responsible for any inaccuracies in the Order placed by you. By placing an Order you agree to us giving you confirmation of the Contract by means of an email with all information in it (i.e. the Order Confirmation). You will receive the Order Confirmation within a reasonable time after making the Contract, but in any event not later than the delivery of any Goods supplied under the Contract, and before performance begins of any of the Services.
23. Any quotation or estimate of Fees (as defined below) is valid for a maximum period of 30 days from its date, unless we expressly withdraw it at an earlier time.
24. No variation of the Contract, whether about description of the Services, Fees or otherwise, can be made after it has been entered into unless the variation is agreed by the Customer and the Supplier in writing.
25. We intend that these Terms and Conditions apply only to a Contract entered into by you as a Consumer. If this is not the case, you must tell us, so that we can provide you with a different contract with terms which are more appropriate for you and which might, in some respects, be better for you, e.g. by giving you rights as a business.

Fees and Payment

26. The fees (**Fees**) for the Services, the price of any Goods (if not included in the Fees) and any additional delivery or other charges is that set out on the Website or Email Order at the date we accept the Order or such other price as we may agree in writing. Prices for Services may be calculated on a fixed price or on a standard daily rate basis.
27. Fees and charges include VAT at the rate applicable at the time of the Order.
28. You must pay a deposit to secure the Contract by online bank transfer as specified in the invoice. The remaining contract price is to be paid upon complete installation of the goods/services by online bank transfer. The Customer shall not be entitled to withhold payment of any amount due to the Supplier by reason of any payment credit set off counterclaim allegation of incorrect or defective goods or work or for any other reason whatsoever which the Supplier may allege excuses it from performing its obligations under the contract.

Installation

29. We will install the Services, including any Goods, to the Delivery Location by the time or within the agreed period or, failing any agreement:
- in the case of Services, within a reasonable time; and
 - in the case of Goods, without undue delay.
30. In any case, if we do not deliver or install the Goods on time, you can (in addition to any other remedies) treat the Contract at an end if:
- we have refused to deliver or install the Goods, or if delivery on time is essential taking into account all the relevant circumstances at the time the Contract was made, or you said to us before the Contract was made that delivery on time was essential; or
 - after we have failed to deliver on time, you have specified a later period which is appropriate to the circumstances and we have not delivered within that period.
31. If you or your nominee fail, through no fault of ours, to take delivery or installation of the Services at the Delivery Location, we may charge the reasonable costs of storing and redelivering them.
32. The Goods will become your responsibility for the duration of the rental from the completion of delivery or installation. You must, if reasonably practicable, examine the Goods before accepting them.
33. If the Client establishes to the Supplier's reasonable satisfaction that the goods are not in accordance with the contract, or are defective by reason of faulty material or workmanship, the Supplier, at its option, will either repair or replace the goods (or the defective part thereof). The Supplier shall have no liability or responsibility in respect of damaged or defective goods where such damage or defect is caused by misuse of the goods (including failure to follow recommended advice as to cleaning) or due to a fault which is not a manufacturing or installation defect.
34. The Supplier will aim to install its products and services with minimal impact as possible on the Client's property. The Client accepts that it may be necessary for fixings such as screws, nails and fasteners to be used to attach products to the property.

Take Down

35. Any date for take down specified in respect of goods and services shall be treated as an estimate only and such take down service is not a term of the contract, and it is specifically hereby agreed that time for take down is not of the essence. The Supplier shall not, in any circumstances howsoever arising, whether as a result of its own negligence or otherwise, be under any liability to the Client for any failure to take down by or on any date.
36. Any take down time specified shall be extended by any period or periods during which the delivery or take down of the goods or other work by the Supplier in connection with the contract, is delayed due to fire, explosion, flood, storm, tempest, sabotage, strikes official and unofficial, riot, invasion, acts or war, civil commotion, accidents, plant breakdown, technical difficulty, seizure, or other action by or in compliance with an order of an apparently competent authority and any other event or circumstances beyond the control of the Supplier.
37. Upon take down of the goods upon the Clients premises, the insurable interest in goods specified in the Supplier's Proposal, shall rest with the Supplier.

Risk and Title

38. For the Rental Plan Contract, the risk (but not the title) in the goods shall remain with the Supplier.
39. All goods, the property in which has not passed to the Client, shall be kept insured by the Client for no less than the invoice value of such goods, and any proceeds of such insurance shall be held on trust for the Supplier.

Withdrawal and cancellation

40. You can withdraw the Order by telling us before the Contract is agreed, if you simply wish to change your mind and without giving us a reason, and without incurring any liability.

Conformity

41. We have a legal duty to supply the Goods in conformity with the Contract, and will not have conformed if it does not meet the following obligation.
42. Upon delivery, the Goods will:
- be of satisfactory quality;
 - be reasonably fit for any particular purpose for which you buy the Goods which, before the Contract is made, you made known to us (unless you do not actually rely, or it is unreasonable for you to rely, on our skill and judgment) and be fit for any purpose held out by us or set out in the Contract; and
 - conform to their description.
43. It is not a failure to conform if the failure has its origin in your materials.
44. We will supply the Services with reasonable skill and care.
45. We will provide the following after-sales service: The supplier will support the customer in event of a product failure.
46. In relation to the Services, anything we say or write to you, or anything someone else says or writes to you on our behalf, about us or about the Services, is a term of the Contract (which we must comply with) if you take it into account when deciding to enter this Contract, or when making any decision about the Services after entering into this Contract. Anything you take into account is subject to anything that qualified it and was said or written to you by us or on behalf of us on the same occasion, and any change to it that has been expressly agreed between us (before entering this Contract or later).

Duration, termination and suspension

47. The Contract continues as long as it takes us to perform the Services and whilst the goods are installed until take down.
48. Either you or we may terminate the Contract or suspend the Services at any time by a written notice of termination or suspension to the other if that other:
- commits a serious breach, or series of breaches resulting in a serious breach, of the Contract and the breach either cannot be fixed or is not fixed within 30 days of the written notice; or
 - is subject to any step towards its bankruptcy or liquidation.
49. On termination of the Contract for any reason, any of our respective remaining rights and liabilities will not be affected.

Successors and our sub-contractors

50. Either party can transfer the benefit of this Contract to someone else, and will remain liable to the other for its obligations under the Contract. The Supplier will be liable for the acts of any sub-contractors who it chooses to help perform its duties.

Circumstances beyond the control of either party

51. In the event of any failure by a party because of something beyond its reasonable control:
- the party will advise the other party as soon as reasonably practicable; and
 - the party's obligations will be suspended so far as is reasonable, provided that that party will act reasonably, and the party will not be liable for any failure which it could not reasonably avoid, but this will not affect the Customer's above rights relating to delivery (and the right to cancel below).

Privacy

52. Your privacy is critical to us. We respect your privacy and comply with the General Data Protection Regulation with regard to your personal information.
53. These Terms and Conditions should be read alongside, and are in addition to our policies, including our privacy policy and cookies policy which can be found on our website www.nobleandwhyte.co.uk.
54. For the purposes of these Terms and Conditions:
 - a. 'Data Protection Laws' means any applicable law relating to the processing of Personal Data, including, but not limited to the GDPR.
 - b. 'GDPR' means the UK General Data Protection Regulation.
 - c. 'Data Controller', 'Personal Data' and 'Processing' shall have the same meaning as in the GDPR.
55. We are a Data Controller of the Personal Data we Process in providing the Services and Goods to you.
56. Where you supply Personal Data to us so we can provide Services and Goods to you, and we Process that Personal Data in the course of providing the Services and Goods to you, we will comply with our obligations imposed by the Data Protection Laws:
 - a. before or at the time of collecting Personal Data, we will identify the purposes for which information is being collected;
 - b. we will only Process Personal Data for the purposes identified;
 - c. we will respect your rights in relation to your Personal Data; and
 - d. we will implement technical and organisational measures to ensure your Personal Data is secure.
57. For any enquiries or complaints regarding data privacy, you can e-mail: vicky@nobleandwhyte.co.uk.

Excluding liability

58. The Supplier does not exclude liability for: (i) any fraudulent act or omission; or (ii) death or personal injury caused by negligence or breach of the Supplier's other legal obligations. Subject to this, we are not liable for (i) loss which was not reasonably foreseeable to both parties at the time when the Contract was made, or (ii) loss (e.g. loss of profit) to your business, trade, craft or profession which would not be suffered by a Consumer - because we believe you are not buying the Services and Goods wholly or mainly for your business, trade, craft or profession.

Governing law, jurisdiction and complaints

59. The Contract (including any non-contractual matters) is governed by the law of England and Wales.
60. Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the Customer lives in Scotland or Northern Ireland, in the courts of respectively Scotland or Northern Ireland.
61. We try to avoid any dispute, so we deal with complaints as follows: If a dispute occurs customers should contact us to find a solution. We will aim to respond with an appropriate solution within 5 days.