

TERMS AND CONDITIONS OF SUPPLY

This page tells you information about the legal terms and conditions (**Terms**) on which we (i) sell any of the finished products, which consist of major domestic appliances (**MDAs**) and small domestic appliances (**SDAs**), spare parts, cleaning products and accessories (**Spare Parts**) (collectively known as **Products**), and (ii) provide any of the services which may include delivery or delivery and installation or repairs (**Services**) listed on this website (the **Site**) to you.

These Terms will apply to any contract between us for the sale of Products or Products and Services or for the provision of Services (**Contract**). Please read these Terms carefully and make sure that you understand them, before ordering any Products or Products and Services and Services.

We amend these Terms from time to time. Every time you wish to order Products or Products and Services or Services, please check these Terms to ensure you understand the terms which will apply at that time.

1. INFORMATION ABOUT US

1.1 We are Hotpoint UK Appliances Limited, a company registered in England and Wales under company number 106725 and have our registered office at Morley Way, Peterborough, PE2 9JB. Our main trading address is Morley Way, Peterborough, PE2 9JB. Our VAT number is GB 513936740.

1.2 To contact us, please see our Contact us page.

2. OUR PRODUCTS

2.1 The images of the Products on the 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 All Products shown on the Site are subject to availability. Wherever possible, we list availability information for Products on the Site.

2.3 We will inform you by e-mail within 28 days if the Product you have ordered is not available and we will not process your order if made.

3. USE OF THE SITE

Your use of the Site is governed by the terms of website use which can be located on the Site. Please take the time to read these, as they include important terms which apply to you.

4. HOW WE USE YOUR PERSONAL INFORMATION

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

5. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

- 5.1 You may only purchase Products and Services from the Site if you are at least 18 years old.
- 5.2 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 stage of the order process.
- 5.3 After you place an order, you may receive an e-mail 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 5.4.
- 5.4 We will confirm our acceptance of your order by sending you an e-mail with confirmation of the Contract (**Confirmation Email**). The Contract between us will only be formed when we send you the Confirmation Email.
- 5.5 If we are unable to supply you with a Product and/or Service, for example because that Product is not in stock, the Product and/or the Service is no longer available or due to an administrative error on the Site, we will inform you and we will not process your order. If you have already paid for the Products and Services, we will refund you the full amount as soon as possible.

6. DELIVERY OF MDAS

- 6.1 Any delivery date communicated to you is an estimate. If we are unable to meet the estimated delivery date, we will contact you as soon as possible with a revised estimated delivery date.
- 6.2 Whilst we are able to advise of a delivery date, we regrettably cannot confirm a precise delivery time. If am / pm deliveries are offered then these will generally take place as follows:

am - between the hours of 07:30am and 13:00pm

pm - between the hours of 12:00pm and 18:00pm

Please note that in respect of some MDAs and Services we may not be able to indicate whether deliveries will be made in the morning or the afternoon.

- 6.3 Delivery will be completed when we have delivered your MDA to the address you gave us.
- 6.4 If we require a signature at the time of delivery, you or a person over the age of 18 authorised by you (**Eligible Person**) must be available to accept the delivery. If we are unable to make the delivery on the agreed date because there is no Eligible Person at home then we will leave a card confirming that we have attempted delivery. It will then be your responsibility to contact us to arrange a new delivery date.
- 6.5 The delivery team will unpack your new MDA and position it in a suitable room of your choice. We ask you to check your new MDA carefully for any visible damage, and also check your home for any damage that may be caused during the delivery, before you sign the delivery documentation. Any comment related to damage to the MDA or to your home must be entered in the appropriate section of the delivery documentation.
- 6.6 The MDA will be your responsibility from the completion of delivery.
- 6.7 You own the MDA once we have received payment in full, including all applicable delivery charges.
- 6.8 We deliver to addresses in mainland England, Scotland, Wales and Northern Ireland only.

7. DELIVERY OF SDAs AND SPARE PARTS

- 7.1 Your order will be fulfilled by the estimated delivery date set out in the Confirmation Email, unless there is an Event Outside Our Control (see clause 15 below). If we are unable to meet the estimated delivery date because of an Event Outside our Control, we will contact you with a revised estimated delivery date.
- 7.2 Delivery will be completed when we deliver the Spare Parts and/or the SDAs to the address you gave us.
- 7.3 If no Eligible Person is available at your address to take delivery, our chosen courier will leave you a note to say that they had attempted to deliver the Spare Parts and/or SDAs. The courier will attempt to re-deliver the Spare Parts and/or SDAs. For more information on an unsuccessful delivery please contact the courier directly, if they are unable to assist then please contact us using the information on the Contact us page on the Site.
- 7.4 The Spare Parts and SDAs will be your responsibility from the completion of delivery.

8. REMOVAL SERVICES FOR MDAS

- 8.1 We will remove your old appliance at the time of delivery of your new MDA, if you requested this Service in your order.
- 8.2 We will only remove your old appliance if it is disconnected prior to delivery of your new MDA.

9. CONNECTION SERVICES OF MDAS

- 9.1 We will connect your MDA if you requested this Service in your order.
- 9.2 Connection of MDAs will be carried out to existing services within one metre of the MDA only (one and a half metre for Range Style Gas or Dual Fuel Cookers). Included in the connection will be a test of the MDA.
- 9.3 We will be unable to connect your new MDA if:
- a) the old appliance is not disconnected (excluding gas and electric cookers);
 - b) any electrical/gas/plumbing supplies fail the delivery team's testing or are considered unsuitable;
 - c) any water supply cannot be isolated or is unsuitable;
 - d) any drainage/waste facilities are unsuitable;
 - e) mechanical adjustments are required to the MDA to overcome such things as water pressure problems;
 - f) alterations to pipe work are needed to satisfy the requirements of MDAs with waterproofing devices.
- 9.4 We will only disconnect existing appliances prior to a connection if in our judgement the existing connection is sound and safe.
- 9.5 Please note that the Service provided by our delivery team is a connection, not an installation. An installation occurs where: a) no services or fittings are currently present; b) hard wiring is required; or c) any additional work such as plumbing is necessary.
- 9.6 If you need an installation (which includes built-in Products), then please contact us using the details on our Contact us page.

10. PRICE OF PRODUCTS OR SERVICES

- 10.1 The prices of the Products and Services will be as quoted on the Site from time to time.
- 10.2 The price of a Product and Service 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 and Services in full before the change in VAT takes effect.
- 10.3 The price of a MDA includes delivery charges.
- 10.4 The price of Spare Parts and SDAs does not include delivery charges.
- 10.5 We take all reasonable care to ensure that the prices of Products and Services are correct at the time when the relevant information was entered onto the system. However if we discover an error in the price of Product or Service you ordered:
- (a) where the Products or Services correct price is less than the price stated on the Site, we will charge the lower amount in the case of dispatching the Products and providing the Services to you; and
 - (b) if the Products and Services correct price is higher than the price stated on the Site, we will contact you as soon as possible to inform you of this error and we will give you the option of continuing to purchase the Product and Service 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.

11. HOW TO PAY

- 11.1 You can only pay for Products and Services using a debit card or credit card.
- 11.2 You will be directed to an external and secure site for the processing of your online payment. This service is hosted by a third party who are fully accredited by Visa and MasterCard. Their systems and security controls are based on current industry standards and have several layers of technology in place to ensure the confidentiality of your information. Your full card details will never be seen, stored or accessed by us.
- 11.3 Payment for the Products and Services and all applicable charges (including delivery charges) needs to be made in full prior to the delivery of the Products or providing the Services.

12. SPARE PARTS SAFETY INFORMATION

- 12.1 Spare Part(s) should only be fitted by a suitable qualified or competent person in accordance with the manufacturer's instructions.
- 12.2 Ensure appliances are disconnected from the mains before performing any work on them.
- 12.3 Perform any necessary earth looping continuity tests or insulation resistance tests before reconnecting.
- 12.4 Gas appliance parts should only be fitted, tested and inspected by a Gas Safe registered engineer.

13. OUR LIABILITY IF YOU ARE A CONSUMER

- 13.1 If you are a consumer and 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 was an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into the Contract.
- 13.2 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 law which cannot be excluded or restricted, including, but not limited to, your rights as a consumer as detailed in our Returns Policy; and
 - (d) defective products under the Consumer Protection Act 1987.
- 13.3 Except as stated in the Contract and to the extent permitted by law, we exclude all conditions, warranties or terms which might otherwise be implied by law.
- 13.4 Subject to clause 13.2, our total liability to you in respect of any loss arising under or in connection with the Contract (howsoever arising) shall in no circumstances exceed 100% of the Products charges.

14. OUR LIABILITY IF YOU ARE A BUSINESS CUSTOMER

- 14.1 If you are a business customer, we only supply the Products for internal use by your business, and you agree not to use the Products for any re-sale purposes. Subject to clause 14.2, we have no liability to you arising under or in connection with the Contract, for any: a) loss of profit, sales, business or revenues; b) loss of business

opportunity; c) business interruption; d) loss of anticipated savings; e) loss of goodwill; or f) any indirect or unforeseeable loss.

14.2 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; and
- (c) any breach of the terms implied by law which cannot be excluded or restricted.

14.3 Except as stated in the Contract and to the extent permitted by law, we exclude all conditions, warranties or terms which might otherwise be implied by law.

14.4 Subject to clause 14.2, our total liability to you in respect of any loss arising under or in connection with the Contract (howsoever arising) shall in no circumstances exceed 100% of the Product charges.

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 1

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 the provision of Services to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

16. COMMUNICATIONS BETWEEN US

16.1 Contact information:

- (a) To discuss any issues relating to cancellation of the Contract, refunds or any faulty or damaged Products, then please refer to the Returns Policy for the relevant contact details.

(b) If you wish to contact us in writing for any other reason, you can contact us by email, post or by telephone. For further details please visit our Contact us page.

16.2 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.

17. RIGHT TO CANCEL, REFUNDS AND DISCOUNT

17.1 Your rights to cancel the Contract and your rights to a refund or discount are detailed in the Returns Policy.

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. However if you are a consumer and you have purchased a Product as a gift, you may transfer the benefit of our Guarantee (as detailed in our Returns Policy) to the recipient of the gift without needing to ask for our consent.

18.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms. However, if you are a consumer, the recipient of your gift of any Product will have the benefit of our Guarantee (as detailed in our Returns Policy), but we and you will not need their consent to cancel or make any changes to these Terms.

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 If you are a consumer, please note that these Terms are governed by English law. This means a Contract for the purchase of Products and Services through the Site and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction.

18.7 If you are a business customer, these Terms are governed by English law. This means

that a Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), will be governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

19. ALTERNATIVE DISPUTE RESOLUTION REGULATIONS 2015

19.1 If you make a complaint to us in relation to any Products or Services that we supply and that complaint remains unresolved as between you and us after you have exhausted our internal complaint process, we will write to you with the name and web address of a certified ADR provider, who is listed on the Chartered Trading Standards Institute website (<http://www.tradingstandards.uk>) and who is able to assist in resolving disputes relating to our Products and Services.

19.2 When we provide you with the details of a certified ADR provider, we will confirm to you whether we are willing to use ADR to resolve your complaint.

19.3 In accordance with EU Regulation 524/2013 on online dispute resolution for consumer disputes, here is a link to the EU's ODR platform: <http://ec.europa.eu/consumers/odr/>. The company email address is uk.ie.customercare@europeanappliances.com.

20. MANUFACTURER'S GUARANTEE

20.1 Your purchase of a Product has the benefit of a manufacturer's guarantee (**Guarantee**) as detailed in the Returns Policy.