

## **JND RESPONSE – TERMS AND CONDITIONS OF SALE TO CONSUMERS**

“Goods”	means any goods which you have asked us to provide, as set out in the Order Form;
“Order Form”	means the JND Response Order Form which will contain details of any Goods and/or Services you have asked us to provide and the price for those Goods and/or Services;
“Services”	means any services which you have asked us to provide, as set out in the Order Form;
“we”, “us” or “our”	means JND Response, a trading division of John N Dunn Group Limited (Company Number 06176843) whose registered office is at Phoenix House, Kingfisher Way, Silverlink Business Park, Wallsend, Tyne and Wear, NE28 9NX, whose email address is <a href="mailto:info@jndresponse.co.uk">info@jndresponse.co.uk</a> and whose telephone number is 0800 0093344; and
“you” or “your”	means the customer purchasing the Goods and/or Services, whose details are set out in the Order Form.

### **General**

1. Please read these Conditions carefully as they apply to the sale and supply of Goods and/or Services by us to you.
2. If you are uncertain as to your rights under these Conditions or you want an explanation about them, please contact us using our contact details above. If you do not agree with these Conditions, you cannot proceed to place an order.
3. You must be over 18 years of age and resident in the United Kingdom to proceed with an order.
4. The Order Form and these Conditions together form the agreement between us and you. If there is any conflict or inconsistency between the Order Form and these Conditions, the terms contained in the Order Form shall take precedence.
5. Any special requirements you have or any variations to these Conditions that you require must be agreed by us in advance of the agreement being formed and detailed in the “Other Notes” box on the Order Form.
6. You are not permitted to transfer your rights and obligations under these Conditions without our written authority. This authority will not be refused without good reason.
7. We are part of a group of companies and accordingly we may perform any of our obligations or exercise any of our rights ourselves or through any other member of our group.
8. We are entitled to subcontract our obligations under these Conditions.

### **Order Process**

9. You may arrange the purchase of the Goods and/or Services over the telephone or by email.
10. Once you have communicated your requirements to us we will complete and send you an Order Form attaching these Conditions. These documents will be sent to you by email or post, depending on your preference.
11. The prices quoted in the Order Form remain valid for 30 days.
12. We will agree an appointment time and date with you via email or telephone, and this will be set out in the Order Form. We will hold this appointment slot for you as a provisional booking for 14 days. If you do not return the Order Form within 14 days, the appointment slot may no longer be available.
13. You must review the Order Form to check that the details set out are accurate and acceptable. If you have received

the Order Form in the post, you should sign it and post a copy to us. If you have received the Order Form by email, you should either confirm to us by return email that the details set out in the Order Form are accurate and acceptable, or print and sign the Order Form and post a copy to us.

14. We will treat you returning the Order Form as an offer by you to purchase the Goods and/or Services in accordance with these Conditions.
15. Subject to condition 17, we will send you confirmation without undue delay (either by email or post, depending on your preference) that we accept your order. The agreement between us becomes binding when we send this confirmation.
16. This confirmation will attach the Order Form and these Conditions, so that you have a copy for your reference.
17. We reserve the right to decline any orders placed, prior to us accepting the orders, for any reason.

### **Urgent Orders**

18. In some circumstances you may require us to provide you with Goods and/or Services urgently, and there will not be enough time to complete our normal order process. In these circumstances, we will bring a copy of the Order Form and the Conditions to you when we attend your premises. You must read the Order Form and Conditions, and sign the Order Form in order to allow us to provide you with the Goods and/or Services. Your order is accepted by us and the contract becomes binding when we deliver the Goods and/or start to perform the Services.

### **Price**

19. The price of the Goods you request will be set out in the Order Form and will be in accordance with our price list.
20. We may be able to give you a fixed price for certain Services, and if so, this price will be set out in the Order Form. Where we are not able to give a fixed price for the Services, we charge £60 for the first hour of Services provided. £60 is the minimum call out charge. Any Services provided thereafter are charged at £60 per hour, and are charged in units of 15 minutes.
21. We may have to change the price quoted to you if:
  - 21.1 further goods are required, such as parts that you did not ask us for, but which are required in order to install the Goods you have requested or perform the Services you require; or
  - 21.2 you ask us to alter the Services.

22. If you wish to purchase the additional goods and/or alter the Services, we will use the variation section of the Order Form to show the additional goods and/or services being provided and the price. We will only provide you with the additional goods and/or services once you have signed the variation section of the Order Form. If you do not wish to purchase these additional goods and/or services, and the contract as originally agreed cannot be performed, you will be entitled to cancel your contract, but will be responsible for paying for any Services we have already carried out.
23. Our working hours are 8am – 4:30pm Monday to Friday. We charge an additional £30 per hour for any Services required out of these working hours.
24. All prices quoted are inclusive of VAT unless otherwise stated.
25. Delivery costs are included in the price unless otherwise stated.
26. If Goods or Services are unavailable or we need to vary the price to take account of any increase in our suppliers' prices, changes in taxes and duties or errors or omission in the price in any confirmatory correspondence, we shall notify you by post or email and allow you an opportunity to cancel your order. If you cancel we shall refund any money you have paid for Goods in relation to that order. If we have started performing the Services we will allow you to discontinue them and pay us only for work carried out.
27. Prices quoted in the Order Form for Services are based upon the Services being carried out in one visit and with uninterrupted access to your premises until completion of the supply of Services. We also require that the premises are ready for us to perform the Services. If they are not, we will either charge you for any preparatory work we need to perform, or charge you the minimum call out charge of £80 and return when the premises are in a fit state for the Services to be performed.

#### **Payment**

28. We will present our invoice to you at your premises after the Goods have been delivered and/or the Services have been performed, by displaying our invoice on a laptop computer. You will be asked to sign using an electronic signature pad to confirm your acceptance of our invoice.
29. We will then send you a hard copy of our invoice. Payment is due within 14 days of the date of our invoice.
30. We accept payment by credit card, debit card and cheque (made payable to "John N Dunn Group Limited").
31. The Goods will only be owned by you once we have received payment in full.

#### **Delivery**

32. We can only deliver Goods and/or perform Services within the North East of England. Please contact us if you would like clarification on whether we consider (at our discretion) that your address is within this geographic area.
33. Delivery of the Goods and/or performance of the Services will be at a date and time agreed by you, and will be set out in the Order Form.
34. We agree to deliver and install any Goods and/or perform any Services within a maximum of 30 days beginning with the day following that on which you sent your Order Form to us (unless you and we agree otherwise or you exercise your right to cancel our agreement before we arrange delivery and/or performance). Where we are unable to fulfil your order within 30 days we shall inform you, and may supply goods or services of equivalent price and

quality but if you return these substitute goods by exercising your right to cancel, we shall bear the cost of their return.

35. Where you are unable to accept delivery on the delivery date notified to you, you must contact us at least 24 hours in advance and we will agree an alternative date. If you fail to do so, we may have to charge you for the reasonable costs incurred by us of any wasted delivery.
36. If you do not accept the Goods when they are delivered or your delivery instructions are not clear enough, we will hold the Goods in storage. We will attempt to contact you by telephone to arrange delivery. If this is unsuccessful, we may charge you for the reasonable costs of storage and insurance.

#### **Installation**

37. We are not responsible for the installation of the Goods unless we expressly say so, and installation is listed in the Order Form as one of the Services. If you do not use us to install the goods, your contract with the installer is a separate agreement. We recommend that a proper qualified person is separately employed by you to carry out these services.
38. You must provide us with electricity and other utilities during the installation.

#### **Our Guarantee**

39. If you buy Goods which are not as described or have an unsuitable specification which was not apparent from our sales literature we will at your option either replace the Goods or accept their return and refund any money paid for the Goods. We will bear any necessary costs incurred in replacing or repairing Goods that are faulty or not as described.
40. We will supply Goods which are free from defects in materials or workmanship for a period of 12 months from the date of delivery unless repairs, replacements, adjustments or other work are necessary as a result of:-
  - 40.1 wilful or accidental damage, misuse or neglect; or
  - 40.2 unauthorised alterations or additions; or
  - 40.3 any unforeseeable circumstances which are not due to our fault or negligence; or
  - 40.4 any attempted repair which you have made without our approval; or
  - 40.5 any installation which you have carried out incorrectly yourself or using someone other than us or someone approved by us in writing; or
  - 40.6 any failure to follow our instructions.
41. You are asked to examine the Goods as soon as reasonably possible after delivery and tell us about any defect as soon as possible after the defect is discovered and, where they have not been installed, return them to us or contact us to arrange collection of the Goods.
42. Provided you tell us within a reasonable time after discovery of the defect, we will at your option either:-
  - 42.1 repair or replace the Goods at our cost; or
  - 42.2 rectify the defective work (or the part in question) or provide the Services free of charge; or
  - 42.3 refund to you the price of the Goods or Services (or a proportionate part of that price).

43. Our guarantee also applies to repaired or replaced goods repaired or replaced by us.
- 43.1 We warrant that the Services will be performed:-
- 43.1.1 with reasonable care and skill;
  - 43.1.2 by appropriately trained personnel; and
  - 43.1.3 in accordance with all applicable laws and regulations relating to the performance of the Services.
44. These warranties only covers Goods that we have provided or replaced, and Services that we have performed.
45. This guarantee is provided by us. Nothing in this guarantee affects any of your statutory rights as a consumer, details of which are set out in conditions 52 and 53.
46. You agree to pay due regard to all information supplied by us relating to the use of the Goods necessary to ensure the Goods will be safe and without risk to health at all times.

### **Limits of Liability**

#### **YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION**

47. Nothing in these Conditions seeks to limit or exclude our liability if something we do causes death or personal injury through our negligence or if we cause damage to your property and that cause is our fault.
48. Provided you are not purchasing the Goods or Services for business purposes, we are also not seeking to exclude or limit our responsibility for loss caused by:-
- 48.1 the Goods not matching our description of them;
  - 48.2 the Goods not being of the quality you would expect of these type of goods;
  - 48.3 the Goods not being fit for purpose; and
  - 48.4 us not having the legal right to sell the Goods to you.
49. Other than the liability we have accepted as described above in conditions 47 and 48, we will not be liable for any losses that you suffer as a result of any breach of our agreement except those losses which are reasonably foreseeable to both of us at the time we enter into the contract with you. In addition, since the Goods and Services are provided to you as a consumer, we cannot accept responsibility for any losses related to any business of yours such as lost data, lost profits, loss of income or other business loss that you may incur as a result of any breach of our agreement.
50. We will also not be liable for direct damage or loss of any nature caused, or contributed to, by any defect in or failure (whether partial or complete) of any part, material or design which was not wholly manufactured or provided by us, and which we could not reasonably have been expected both to inspect and test exhaustively.
51. We will not be liable for damage to property where the damage occurs as a result of the faulty installation of the Goods unless we have carried out the installation. We therefore recommend that you arrange private insurance to cover this.

### **Statutory Rights**

52. As a consumer you have certain rights regarding statements made in public by us or our representatives or

the producer of the Goods, the repair or the return and replacement of defective goods or misdescribed goods and the performance of services, as well as claims in respect of losses caused by our negligence or our failure to carry out our obligations. In certain circumstances you may require us to reduce the price you have paid for defective or misdescribed goods or cancel your contract with us. Nothing in these Conditions shall affect those statutory rights. For further information about your statutory rights please contact your local authority Trading Standards Department or Citizens' Advice Bureau.

53. These Conditions are intended to be consistent with the Consumer Protection (Distance Selling) Regulations 2000 as amended. Nothing in these Conditions is intended to impose on you any duty or liability additional to those specified in those Regulations.

### **Your Right to Cancel**

54. You have a right to cancel our agreement without penalty and without giving any reason and this right can be exercised by forwarding to us at our postal address or email address set out above a notice of cancellation within the time limits set out below. Any notification of cancellation must be addressed to us and must enclose a copy of the Order Form.
55. You may exercise this right to cancel:-
- 55.1 within seven working days beginning on the day after you receive (or the person you have asked us to deliver to receives) the Goods (provided they have not been installed in that period); or
  - 55.2 in the case of Services within seven working days beginning on the day after our agreement with you is made which is when we confirm your order. You cannot cancel Services once they are performed even if fall within the 7 working days time rule.
56. If you cancel under condition 54, you must return to us the Goods at your cost or make them available for collection by us, we will refund all sums paid by you as soon as possible and in any case within 30 days of you giving us notice of cancellation. We may however charge you our direct costs of recovering the Goods if you fail to return them or return them at our cost. This does not apply if you return Goods because they are of unsatisfactory quality.
57. If we cancel, we will notify you in writing of the reasons for cancellation and refund in full all monies paid together with your direct and reasonable losses and costs suffered by you because of our cancellation.

### **Complaints**

58. We will try to solve any disagreements quickly and efficiently. If you are not happy with the way we deal with any disagreement the address for complaints is set out above.