

Higham Horology Company Terms and Conditions of Service

Once you accept a quote or fee estimate from us for our services these terms will apply to you in full.

We may update these terms from time to time. It is your responsibility to read these terms and make sure you are aware of any changes or amendments, as these will be binding on you.

Order Process

When you contact us to request our services we will contact you to confirm we've received your request.

We may be able to provide you with an estimate for the services you request without seeing the item, but we may need to see it. If we do need to see the item, we will with arrange to collect the item within a reasonable distance of our premises or we may ask you to post it to us. If we ask you to post it to us this will be at your costs and you will be responsible for purchasing appropriate postage and insurance. We will not be liable for any loss, damage or costs incurred or suffered by you while the item is in transit to us.

If we need to see your item before we provide an estimate, once we receive it we will carry out a free inspection. We will then provide you with a quote in writing for our services including any parts required and the cost of our labour.

Once you have accepted our quote you are deemed to have entered into a contract with us that is governed by these terms. Generally we do not require payment until the services have been completed. However, for some services we will request a percentage of the estimated services quote before we begin to carry out the service. This will be to cover any consumables or parts costs. We will notify you in advance if such advance payment is required and this requirement will be in our sole discretion.

If you are a consumer (not a business) you will have 14 days to cancel the services (the cooling off period). **Your consumer cancellation rights are outlined at the bottom of these terms.** If you are a consumer we will not start the services until the 14 day cooling period has finished, unless you tell us you want to us to start the services immediately, before the end of the cooling off period. In which case you will be deemed to have waived your cancellation rights.

Once we start the services, if we subsequently find that additional services or parts are required above the fee quote we provided we will notify you before continue with the work. We will not complete the additional work unless you grant us consent to do so.

Once we have completed all of the agreed services we will notify you that the services are complete. We will then send you an invoice for the services including the final costs payable (plus VAT). We will include our payment details.

You will then have 30 days in which to make payment (the due date). If you do not make payment within 30 days payment will be deemed overdue. We are entitled to charge interest on overdue payments (see the section below on late payment interest). If you fail to make payment for the item within 12 months of the due date, we may dispose of the item (see section on disposal of unpaid items) and we may bring a claim against you for any costs incurred by us, including the overdue payment for the services.

Once you have made payment we will return the item to you by post or we will deliver it to you ourselves within the local area. Items will be sent using appropriate postage with insurance and tracking and we are entitled to charge you reasonable postage charges.

All of our work comes with a 1 year warranty from the date on which you make payment in full and cleared funds for the services. The 1 year warranty covers defects or faults in our workmanship but will not cover any other issues, damage or faults with the item that are unrelated to our services. Please contact us at [email, post address and telephone number] to make a warranty claim. The assessment of all warranty claims shall be at our sole discretion and our decision on whether an item is eligible for a warranty claim will be final

Sometimes we reject orders

Sometimes we reject orders, for example if we believe your item cannot be repaired, if we are unable to provide the appropriate service or because the original quote contained an error. When this happens, we let you know as soon as possible and refund any sums you have paid.

We charge interest on late payments

If we do not receive payment from you within 30 days of the invoice date we are entitled to charge interest on the overdue amount at the rate of 4% a month above the the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You will be liable for the original overdue amount together with all interest due on the overdue payment.

We will dispose of unpaid items

We will hold any unpaid items for up to 12 months from the invoice date, at which time any unpaid items will be destroyed or sold to recover any losses incurred by us, including any storage costs and any unpaid fees for the services.

We pass on increases in VAT

If the rate of VAT changes between your order date and the date we supply the service, we will adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.

We're not responsible for delays outside our control

If our supply of your service is delayed by an event outside our control including but limited to postal strikes, acts of god, severe weather, flooding, pandemics, epidemics and lock-downs we will contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we won't compensate you for the delay, but if the delay is likely to be substantial you can contact us to end the contract and receive a refund for any services you have paid for in advance, but not received, less reasonable costs we have already incurred.

You have rights if there is something wrong with your service

If you think there is something wrong with your service, you must contact us at: [TELEPHONE NUMBER], [EMAIL ADDRESS] or by post at [ADDRESS]. Your legal rights are summarised below. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.citizensadvice.org.uk.] Remember too that **You have several options for resolving disputes with us.**

Summary of your key legal rights

You have rights under the Consumer Rights act 2015 relating to your order for the services, including:

- You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- If a price hasn't been agreed upfront, what you're asked to pay must be reasonable.
- If a time hasn't been agreed upfront, it must be carried out within a reasonable time.

We can change services and these terms

Changes we can always make. We can always change a service or these terms to reflect changes in relevant laws and regulatory requirements. We will notify you of this if we are able to do so.

We can suspend the supply of a service if we need to. We will let you know if we do and we may adjust the price or may allow you to terminate. We will contact you in advance to tell you we're suspending supply of the services if we need to, unless the problem is urgent or an emergency in which case we may not be able to notify you in advance. If we suspend the services, or tell you we're going to suspend supply of the services, for more than 60 days you can contact us at: [TELEPHONE NUMBER], [EMAIL ADDRESS] or by post at [ADDRESS] to end the contract and we'll refund any sums you've paid in advance for services you won't receive.

We can withdraw services

We can stop providing a service if we need to. We will let you know at least 10 days in advance if we need to withdraw or cancel our services. If we are unable to complete your order we will refund any sums you've paid in advance for services which won't be provided.

We can end our agreement with you

We can end our contract with you for a service and claim any compensation due to us if:

- you don't make any payment to us when it's due and you still don't make payment within [14] days of our reminding you that payment is due;
- you don't, within a reasonable time of us asking for it, provide us with information or cooperation that we need to provide the service.

We don't compensate you for all losses caused by us or our services

We're responsible for losses you suffer caused by us breaking this contract unless the loss is:

- **Unexpected.** It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).
- **Caused by a delaying event outside our control.** We aren't responsible for any delays that are caused by an event outside of our control. This includes any delays to parts we have to order to complete your order.
- **Avoidable.** Something you could have avoided by taking reasonable action, including following our reasonable instructions or providing relevant information.
- **A business loss.** It relates to your use of a product for the purposes of your trade, business, craft or profession.

We use your personal data as set out in our Privacy Notice

How we use any personal data you give us is set out in our Privacy Notice:
<https://www.highamhorology.com/privacy-policy/>.

You have several options for resolving disputes with us:

Complaints. If you have any problems or complaints about the services you have received, in the first instance please contact us at: [TELEPHONE NUMBER], [EMAIL ADDRESS] or by post at [ADDRESS]. We will assist as best we can to resolve any problems you bring to our attention.

Resolving disputes without going to court. Alternative dispute resolution is an optional process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. You can submit a complaint to CEDR through their website at <https://www.cedr.com/alternative-dispute-resolution-processes/arbitration/>. CEDR does not charge you for making a complaint and if you're not satisfied with the outcome you can still go to court.

You can go to court. These terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can also claim against you in the courts of the country you live in.

Nobody else has any rights under this contract. This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

If a court invalidates some of this contract, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

Even if we delay in enforcing this contract, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.

Your legal right to change your mind. If you are a UK consumer (not a business) and receive the services in the UK, this section applies to you.

For services bought online or over the telephone you have 14 days after the date you confirm our quote to change your mind about purchasing our services.

Please note: We will not commence the supply of our services until the end of the 14 day cooling off period unless you contact us by email or letter or tick the box and sign when placing an order to request that we commence the services prior to the end of the cooling off period. If you request that we start the services immediately, before the end of the cooling off period you will be deemed to have agreed to waive your right to cancel and you will no longer be able to cancel the services in accordance with this clause.

If you change your mind about the services contact us at: [TELEPHONE NUMBER], [EMAIL ADDRESS] or by post at [ADDRESS]. You can also use the model cancellation form at the back of these terms, but you do not have to.

If you cancel we will refund you any sums you have already paid as soon as possible and within 14 days of you telling us you've changed your mind. We will refund you by the method you used for payment. We don't charge a fee for the refund.

You lose the right to cancel any service, when it's been completed (and you must pay for any services provided up the time you cancel).

MODEL CANCELLATION FORM

(Complete and return this form only if you wish to withdraw from the contract)

To Higham Horology Company Limited [ADDRESS, TELEPHONE NUMBER AND, WHERE AVAILABLE, AND E-MAIL ADDRESS TO BE INSERTED]:

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/for the supply of the following service [*,

Ordered on [*/received on [*,

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate