

CANVASMAN TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1 When the following words with capital letters are used in these Terms, this is what they will mean:
"Event Outside Our Control" is defined in clause 14.2;
"Goods" means the textile products, structures and other goods that We are selling to you as set out in the Order;
"Order" means your order for the Goods and/or Services;
"Services" means the services that We are providing to you as set out in the Order including, for example, the design and development of made-to-measure Goods;
"Terms" means the terms and conditions set out in this document; and
"We/Our/Us" means Canvas Man Limited trading as Canvasman.
- 1.2 When We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise.
- 1.3 Any words following the terms "including", "for example" or any similar expression shall be illustrative and shall not limit the sense of the words, description, definition, phrase or term before those terms.
2. OUR CONTRACT WITH YOU
- 2.1 These are the terms and conditions on which We supply Goods, or Services, or both Goods and Services, to you.
- 2.2 Please ensure that you read these Terms carefully, and check that the details on the Order and these Terms are complete and accurate. If you think that there is a mistake or require any changes, please contact Us to discuss.
- 2.3 When you submit the Order to Us, this does not mean We have accepted your order for Goods and/or Services. Our acceptance of the Order will take place as described in clause 2.4. If We are unable to supply you with the Goods and/or Services, We will inform you of this and We will not process the Order.
- 2.4 These Terms will become binding on you and Us when We contact you to tell you that We are able to provide you with the Services and/or the Goods at which point a contract will come into existence between you and Us.
- 2.5 The images of the Goods on Our website and in Our catalogue or brochure are for illustrative purposes only. Although We have made every effort to display the colours accurately, We cannot guarantee that the printed pictures accurately reflect the colour of the Goods. Your Goods may vary slightly from those images.
- 2.6 Any quotation provided by Us to you for the supply of the Goods and/or Services shall be valid for 90 days. Unless we state otherwise, Our quotation is an estimate only.
- 2.7 You agree that you shall:
- (a) co-operate with Us in all matters relating to the supply of the Goods and/or Services;
 - (b) provide Us, in a timely manner, with such information and materials as We may reasonably require to supply the Goods and/or Services, and ensure that they are accurate and complete;
 - (c) be responsible (at your cost) for preparing and maintaining your relevant premises and/or property for the supply of the Goods and/or Services including, for example, for the measurement and installation of the Goods;
 - (d) arrange parking for Us on an agreed date within 50m (150 yards) of your premises or property where the Goods and/or Services will be supplied or installed (as applicable) and provide Us with convenient access to such premises or property;
 - (e) obtain and maintain all necessary licences and consents (including, for example, planning permission and local authority consents) necessary for Us to supply the Goods and/or Services to you including, for example for the installation of the Goods at your premises or on your property; and
 - (f) in relation to made-to-measure Goods, where We issue you a .pdf proof of the design, check the details of the relevant proof are accurate and correct and We shall not be liable for any errors in those details if We receive confirmation from you that they are accurate and correct.
- 2.8 Where you are a business customer, you shall indemnify and shall keep Us indemnified against all claims, damages, costs, penalties and expenses incurred by Us arising from Our use of any information and/or materials provided by you for us to provide the Goods and/or Services (including, for example, any infringement of any third party's intellectual property rights).

3. CHANGES TO ORDER OR TERMS

- 3.1 We may revise these Terms from time to time to reflect changes in relevant laws and regulatory requirements.
- 3.2 If We have to revise these Terms under clause 3.1, We will give you at least 7 days' written notice of any changes to these Terms before they take effect. You can choose to cancel the contract in accordance with clause 15.2(c).
- 3.3 Except in the case of made-to-measure Goods, You may make a change to the Order for Goods and/or Services at any time before We despatch the Goods or the start date for the Services by contacting Us. Where this means a change in the total price of the Goods and/or Services, We will notify you of the amended price in writing. You can choose to cancel the Order in accordance with clause 15 in these circumstances.
- 3.4 If you wish to cancel an Order before it has been fulfilled, please see your right to do so in clause 15. In the case of made-to-measure Goods, unfortunately, because We make these Goods to your specific requirements, you will not be able to cancel an Order once it is made.

4. MADE-TO-MEASURE GOODS

- 4.1 We make made-to-measure Goods according to the measurements you provide Us, unless we undertake such measurements for you as part of the Services.
- 4.2 Please make sure the measurements you provide Us are correct and accurate. Unfortunately, We cannot accept the return of made-to-measure Goods if the reason for the return is because you provided Us with incorrect measurements. However, where you are a consumer, this will not affect your legal rights in relation to made-to-measure Goods that are faulty or not as described. Advice about your legal rights is available at your local Citizen's Advice Bureau or Trading Standards office.

5. DELIVERY OF GOODS

- 5.1 Please note that timescales for delivery and delivery charges will vary depending on the availability of the Goods and your address.
- 5.2 We will contact you with an estimated delivery date, this will vary depending on the Goods you have ordered. Occasionally Our delivery to you may be affected by an Event Outside Our Control. See clause 14 for Our responsibilities when this happens.
- 5.3 If you have asked to collect the Goods from Our premises, you can collect the Goods from Us at any time during Our working hours of 8am to 5pm on weekdays.
- 5.4 Unless you have arranged to collect the Goods from Our premises or We install the Goods as part of the Services, We will deliver the Goods to your address agreed between us. If no one is available at your address to take delivery, the Goods will be returned to Our or Our designated courier's premises in which case, please contact us to rearrange delivery.
- 5.5 If We are not able to deliver the whole of the Order at one time due to operational reasons or shortage of stock, We will deliver the Order in instalments. We will not charge you extra delivery costs for this.
- 5.6 Where you are a consumer:
- (a) If we miss the estimated delivery deadline provided to you for any Goods then you may cancel your Order if any of the following apply:
 - (i) We have refused to deliver the Goods;
 - (ii) delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
 - (iii) you told Us before we accepted your order that delivery within the delivery deadline was essential; and
 - (b) If you do not wish to cancel your Order, or do not have the right to do so under clause 5.6(a), you can give Us a new deadline for delivery, which must be reasonable, and you can cancel your Order if We do not meet the new deadline; and
 - (c) If you do choose to cancel your Order for late delivery under clause 5.6(a) or clause 5.6(b), you can do so for just some of the Goods or all of them, unless splitting them up would significantly reduce their value. If the Goods have been delivered to you, you will have to return them to Us or allow Us to collect them, and We will pay the costs of this. After you cancel your Order We will refund any sums you have paid to Us for the cancelled Goods and their delivery.
- 5.7 Where you are a business customer:
- (a) any dates specified by Us for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice; and
 - (b) the quantity of the Goods recorded by Us upon despatch from Our premises shall be conclusive evidence of the quantity received by you on delivery unless you can provide conclusive evidence proving the contrary. We shall not be liable for any non-delivery of the Goods unless you give Us written notice of the non-delivery within 3 days of the date when the Goods were or where applicable, would in the ordinary course of events have been received. Our liability for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or refunding the price paid for such Goods.
- 5.8 Delivery of an Order shall be completed:

- (a) if you are a consumer when We deliver the Goods to the address you gave Us or you or a carrier organised by you collect them from Us and the Goods will be your responsibility from that time;
 - (b) if you are a business customer when the Goods arrive at the address you gave Us or you or a carrier organised by you collect them from Us and the Goods will be your responsibility from that time.
- 5.9 The Goods will be your responsibility from the completion of delivery under clause 5.8.
- 5.10 If you are a business customer and you fail to accept delivery of any of the Goods for any reason or We are unable to deliver the Goods on time because you have not provided appropriate instructions, documents, licences or authorisations:
- (a) risk in the Goods shall pass to you (including for loss or damage caused by our negligence) at the point We were ready to deliver the Goods;
 - (b) the Goods shall be deemed to have been delivered; and
 - (c) We may store the Goods until delivery and you will be liable for all related costs and expenses (including, without limitation, storage and insurance).
- 5.11 You own the Goods once We have received payment in full, including all applicable delivery charges.
- 5.12 Until ownership of the Goods has been passed to you under clause 5.11, you grant Us or Our agents an irrevocable licence to enter your property and premises where the Goods are installed or stored to recover them.
- 5.13 Where you are a business customer, until title to the Goods has passed to you under clause 5.11, you shall:
- (a) hold the Goods on a fiduciary basis as Our bailee;
 - (b) store the Goods separately from all other goods held by you so that they remain readily identifiable as Our property;
 - (c) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - (d) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on Our behalf from the date of delivery; and
 - (e) give Us such information relating to the Goods as We may require from time to time.
6. THIRD PARTY MANUFACTURER'S GUARANTEE OF THE GOODS
- 6.1 Except for made-to-measure Goods (see clause 7.1 below), the Goods come with a manufacturer's guarantee. For details, please refer to the manufacturer's guarantee provided with the Goods.
- 6.2 If you are a consumer, this guarantee is in addition to, and does not affect, your legal rights in relation to the Goods that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.
7. SELLER'S GUARANTEE OF MADE-TO-MEASURE GOODS
- 7.1 We guarantee that on delivery and for a period of 5 years from delivery, made-to-measure Goods shall be free from material defects. However, this guarantee does not apply in the circumstances described in clause 7.2.
- 7.2 The guarantee in clause 7.1 does not apply to any defect in made-to-measure Goods arising from:
- (a) fair wear and tear;
 - (b) wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party;
 - (c) if you fail to operate or use the made-to-measure Goods in accordance with any user and maintenance instructions provided by Us;
 - (d) any alteration or repair of the made-to-measure Goods by anyone other than Us; and
 - (e) any specification, information and/or materials provided by you.
- 7.3 If you are a consumer, this guarantee is in addition to, and does not affect, your legal rights in relation to made-to-measure Goods that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.
8. PROVIDING SERVICES
- 8.1 We will supply the Services to you from the date agreed between Us until the estimated completion date set out in the Order.
- 8.2 We will make every effort to complete the Services on time. However, there may be delays due to an Event Outside Our Control including, without limitation, adverse weather conditions. See clause 14 for Our responsibilities when an Event Outside Our Control happens.
- 8.3 We will need certain information from you that is necessary for Us to provide the Services, for example, such as choices of size and shape for made-to-measure Goods. We will contact you about this. If you do not, after being asked by Us, provide Us with this information, or you provide Us with incomplete or incorrect information, We may make an additional charge of a reasonable sum to cover any extra work that is required or We may suspend the Services by giving you written notice. We will not be liable for any delay or non-performance where you have not provided this information to Us after We have asked.
- 8.4 We may have to suspend the Services if We have to deal with technical problems, or to make improvements agreed between you and Us in writing to the Services. We will contact you to let you know in advance where this occurs, unless the problem is urgent or an emergency. You do not have to pay for the Services while they are suspended under this clause 8.4 but this does not affect your obligation to pay for any invoices We have already sent you.
- 8.5 If you do not pay Us for the Services when you are supposed to as set out in clause 10, We may suspend the Services with immediate effect until you have paid Us the outstanding amounts. We will contact you to tell you this. This does not affect Our right to charge you interest under clause 10.7.
- 8.6 Please note where we are providing Services related to repairs, in order to assist us in minimising our charges We recommend you clearly label the repair and where applicable fold the cover in such a way so that the repair is on top or is clearly visible.
9. IF THERE IS A PROBLEM WITH THE SERVICES OR GOODS
- 9.1 In the unlikely event that there is any defect with the Services:
- (a) please contact Us and tell Us as soon as reasonably possible;
 - (b) please give Us a reasonable opportunity to repair or fix any defect; and
 - (c) We will use every effort to repair or fix the defect as soon as reasonably practicable.
- 9.2 You will not have to pay for Us to repair or fix a defect with the Services under this clause 9.1.
- 9.3 If you are a consumer, you have legal rights in relation to Services not carried out with reasonable skill and care, or if the materials We use are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.
10. PRICE AND PAYMENT
- 10.1 The price of the Goods and/or the Services will be set out in the Order or, if no price is quoted, the price set out in Our price list in force at the time you place your Order. Our prices may change at any time, but price changes will not affect Orders that you have already placed. The prices for the Goods unless otherwise stated by Us exclude delivery costs, which will be added to the total amount due. Unless otherwise agreed with you, our charges for the Services shall be on a time and materials basis and calculated in accordance with our fee rates in force at the time you place your Order.
- 10.2 These prices exclude VAT. However, if the rate of VAT changes between the date of the Order and the date of delivery or performance, We will adjust the rate of VAT that you pay, unless you have already paid for the Goods and/or Services in full before the change in the rate of VAT takes effect. It is always possible that, despite Our best efforts, some of the Goods We sell may be incorrectly priced. We will normally check prices as part of Our despatch procedures so that, where the Goods' correct price is less than Our stated price, We will charge the lower amount when dispatching the Goods to you. If the Goods' correct price is higher than the price stated, We will contact you to tell you and for your instructions. If the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, We do not have to provide the Goods to you at the incorrect (lower) price.
- 10.3 Where you are a business customer but do not have a trade account with Us or are a consumer: and We are providing Goods (other than made-to-measure Goods) to you, you must make payment for Goods in advance;
- 10.4 and We are providing Services and/or made-to-measure Goods We require a 50% deposit of the total price payable before We commence the relevant work and the balance shall be payable by you immediately on completion of the relevant work; and you can pay Us by cash, cheque, BACS, credit or debit card. Where you make payment by credit card we will charge of 2.5% handling charge of the total amount payable to Us.
- 10.5 Unless otherwise agreed with Us, where you are a business customer and have a trade account with Us: and We are providing Goods (other than made-to-measure Goods) to you, We will invoice you when the relevant Goods are ready for delivery;
- 10.6 and We are providing Services and/or made-to-measure Goods, We will invoice you completion of the relevant work; and unless otherwise agreed with Us, you will pay each invoice submitted to you by Us in full and in cleared funds, within 30 days of the invoice date.
- 10.7 If you do not make any payment due to Us by the due date for payment, We may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of HSBC plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual

- payment of the overdue amount, whether before or after judgment. You must pay Us interest together with any overdue amount.
- 10.8 However, if you are a consumer and dispute an invoice in good faith and contact Us to let Us know promptly after you have received an invoice that you dispute it, clause 10.7 will not apply for the period of the dispute.
- 11. DAMAGE TO PROPERTY**
- 11.1 If We are measuring and/or installing the Goods and/or providing Services in and/or on your property, We will make good any damage to your property caused by Us in the course of installation or performance, unless your consent to us creating such damage where it is necessary to measure and/or install the Goods and/or provide the relevant Service. However, We are not responsible for the cost of repairing any pre-existing faults or damage to your property that We discover in the course of measuring and/or installing and/or otherwise in performance by Us.
- 12. OUR LIABILITY TO YOU IF YOU ARE A BUSINESS CUSTOMER**
- THIS CLAUSE 12 ONLY APPLIES IF YOU ARE A BUSINESS CUSTOMER**
- 12.1 If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you use submit an Order to purchase Goods and/or Services from Us.
- 12.2 These Terms and the Order constitute the entire agreement between you and Us and supersede and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.
- 12.3 You acknowledge that in entering into the contract with Us for the supply of the Goods and/or Services in accordance with these Terms and the Order you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or the Order.
- 12.4 You and Us agree that neither of us shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms.
- 12.5 Nothing in these Terms limit or exclude Our liability for:
- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) for any liability that, by law, cannot be limited or excluded.
- 12.6 Subject to clause 12.5, We will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the contract between us for the supply of the Goods and/or Services for:
- (a) any loss of profits, sales, business, or revenue;
- (b) loss or corruption of data, information or software;
- (c) loss of business opportunity;
- (d) loss of anticipated savings;
- (e) loss of goodwill; or
- (f) any indirect or consequential loss.
- 12.7 Subject to clause 12.5 and clause 12.6, Our total liability to you in respect of all other losses arising under or in connection with the contract between us for the supply of the Goods and/or Services, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed charges payable by you in respect of the Order to which the liability relates.
- 12.8 Except as expressly stated in these Terms, We do not give any representation, warranties or undertakings in relation to the Goods and/or the Services. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law.
- 13. OUR LIABILITY TO YOU IF YOU ARE A CONSUMER**
- THIS CLAUSE 13 ONLY APPLIES IF YOU ARE A CONSUMER**
- 13.1 If 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 the 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 is an obvious consequence of Our breach or if it was contemplated by you and Us at the time we entered into this contract.
- 13.2 We only supply the Goods and/or Services for your domestic and private use. You agree not to use the Goods and/or Services for any commercial, business or re-sale purpose, and We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 13.3 We do not exclude or limit in any way Our liability for:
- (a) death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 and by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- (d) breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); and
- (e) defective products under the Consumer Protection Act 1987.
- 14. EVENTS OUTSIDE OUR CONTROL**
- 14.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.
- 14.2 An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation, adverse weather conditions, 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.
- 14.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:
- (a) We will contact you as soon as reasonably possible to notify you; and
- (b) Our obligations under these Terms will be suspended and the time for performance of the Event Outside Our Control will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our delivery of Goods to you, We will arrange a new delivery date with you after the Event Outside Our Control is over. Where the Event Outside Our Control affects Our performance of Services to you, We will restart the Services as soon as reasonably possible after the Event Outside Our Control is over.
- 15. YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND**
- 15.1 Before We begin to provide the Services or the Goods (other than made-to-measure Goods) are delivered, you have the following rights to cancel an Order for Goods (other than made-to-measure Goods) and/or Services, including where you choose to cancel because We are affected by an Event Outside Our Control or We change these Terms under clause 3.1 to your material disadvantage:
- (a) where you are a consumer:
- (i) you may cancel any Order for Goods (other than made-to-measure Goods) and/or Services at any time before We despatch the Goods or the start date for the Services by contacting Us. We will confirm your cancellation in writing to you;
- (ii) if you cancel an Order under clause 15.1(a)(i) and you have made any payment in advance for Services that have not been provided to you, or Goods (other than made-to-measure Goods) that have not been delivered to you, We will refund these amounts and any delivery charges to you;
- (iii) however, if you cancel an Order for Services under clause 15.1(a)(i) and We have already started work on your Order by that time, you will pay Us any costs We reasonably incurred in starting to fulfil the Order along with an administration charge equal to 10% of relevant Order value, and this charge will be deducted from any refund that is due to you or, if no refund is due to you, invoiced to you. We will tell you what these costs are when you contact Us. However, where you have cancelled an Order because of Our failure to comply with these Terms (except where We have been affected by an Event Outside Our Control), you do not have to make any payment to Us;
- (iv) unfortunately, if you cancel an Order for Goods under clause 15.1(a)(i) and We have already despatched your Goods to you, We will not be able to cancel your Order until it is delivered. In this case, if you return the Goods to Us, We will have to charge you the cost of collection or you will have to pay the cost of returning the Goods back to Us. This will not affect your refund for the Goods themselves, but we will not refund any charges for delivery and any charge for collection will be deducted from the refund that is due to you; and
- (b) where you are a business customer:
- (i) you may cancel any Order for Goods (other than made-to-measure Goods) and/or Services at any time before We despatch the Goods or the start date for the Services by contacting Us. In such circumstance you agree to pay Us an administration charge equal to 10% of relevant Order value and this charge will be deducted from any refund that is due to you or, if no refund is due to you, invoiced to you. We will confirm your cancellation in writing to you;
- (ii) if you cancel an Order under clause 15.1(b)(i) and you have made any payment in advance for Services that have not been provided to you, or Goods (other than made-to-measure Goods) that have not been delivered to you, We will refund these amounts and any delivery charges to you after deducting the administration charge equal to 10% of relevant Order value;
- (iii) however, if you cancel an Order for Services under clause 15.1(b)(i) and We have already started work on your Order by that time, you will pay Us any costs We reasonably incurred in starting to fulfil the Order along with an administration charge equal to 10% of relevant Order value, and this charge will be deducted from any refund that is due to you or, if no refund is due to you, invoiced to you. We will tell you what these costs are when you contact Us. However, where you have cancelled an Order because of Our failure to comply with these Terms (except where We have been affected by an Event Outside Our Control), you do not have to make any payment to Us;
- (iv) unfortunately, if you cancel an Order for Goods under clause 15.1(b)(i) and We have already despatched your Goods to you, We will not be able to cancel your Order until it is delivered. In this case, if you return the Goods to Us, We will have to charge you the cost of collection or you will have to pay the cost of returning the Goods back to Us. We will not refund any charges for delivery and any charge for collection will be deducted from the refund that is due to you, or, if no refund is due to you, invoiced to you.
- 15.2 Once We have begun to provide the Services to you, you may cancel the contract for Services with immediate effect by giving Us written notice if:
- (a) We break this contract in any material way and We do not correct or fix the situation within 14 days of you asking Us to do so in writing;
- (b) We go into liquidation or a receiver or an administrator is appointed over Our assets; or
- (c) We change these Terms under clause 3.1 to your material disadvantage.
- 16. OUR RIGHTS TO CANCEL AND APPLICABLE REFUND**
- 16.1 We may have to cancel an Order before the start date for the Services or before the Goods are delivered, due to an Event Outside Our Control or the unavailability of stock or (in the case of Services) key personnel or key materials without which We cannot provide the Services. If this happens:
- (a) We will promptly contact you to let you know;
- (b) if you have made any payment in advance for Services that have not been provided to you, or Goods that have not been delivered to you, We will refund these amounts to you;
- (c) where We have already started work on your Order for Services or made-to-measure Goods, We will not charge you anything and you will not have to make any payment to Us.
- 16.2 Once We have begun to provide the Services to you, We may cancel the contract for the Services at any time by providing you with at least 10 calendar days' notice in writing. If you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you.
- 16.3 We may cancel the contract for Services at any time with immediate effect by giving you written notice if:
- (a) you do not pay Us when you are supposed to as set out in clause 10. This does not affect Our right to charge you interest under clause 10.7; or
- (b) you break the contract in any other material way and you do not correct or fix the situation within 7 days of Us asking you to do so in writing.
- 17. INFORMATION ABOUT US AND HOW TO CONTACT US**
- 17.1 We are a company registered in England and Wales. Our company registration number is 05034935 and Our registered office is at 14 Crow Lane, Otley, West Yorkshire LS21 1JH.
- 17.2 If you have any questions or if you have any complaints, please contact Us. You can contact Us by telephoning Our customer service team at 01943 851 444 or by e-mailing Us at info@canvasman.co.uk.
- 17.3 If you wish to contact Us in writing, or if any clause in these Terms requires you to give Us notice in writing (for example, to cancel the contract for Services which We have started to provide), you can send this to Us by e-mail, by hand, or by pre-paid post to Canvasman at info@canvasman.co.uk or at 14 Crow Lane, Otley, West Yorkshire LS21 1JH. We will confirm receipt of this by contacting you in writing. If We have to contact you or give you notice in writing, We will do so by e-mail, by hand, or by pre-paid post to the address you provide to Us in the Order.
- 18. HOW WE MAY USE YOUR PERSONAL INFORMATION**
- 18.1 We will use the personal information you provide to Us to:
- (a) provide the Goods and/or Services;
- (b) process your payment for such Goods and/or Services; and
- (c) inform you about similar products or services that We provide, but you may stop receiving these at any time by contacting Us.
- 18.2 We will not give your personal data to any other third party.
- 19. OTHER IMPORTANT TERMS**
- 19.1 We may transfer Our rights and obligations under these Terms to another organisation, and We will always notify you in writing if this happens, but this will not affect your rights or Our obligations under these Terms.
- 19.2 This contract is between you and Us. No other person shall have any rights to enforce any of its terms.
- 19.3 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 19.4 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.
- 19.5 If you are a consumer, please note that these Terms are governed by English law. This means the contract between us for the purchase of the Goods and/or Services and any dispute or claim arising out of or in connection with it will be governed by English law. You and We both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.
- 19.6 If you are a business, the contract between us for the purchase of the Goods and/or Services 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) shall be governed by and construed in accordance with the law of England and Wales and we both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the contract or its subject matter or formation (including non-contractual disputes or claims). Thank you for your custom.