

Tenura Ltd Terms & Conditions

1. DEFINITIONS

When the following words with capital letters are used in these Terms, this is what they will mean:

Product: the Products that We are selling to you as set out in the Order;

Order: your order for the Products;

Terms: the terms and conditions set out in this document;

We/Our/Us/Company:

Information about us

We operate the website www.tenura.co.uk. We are Heskins Ltd, a company registered in England and Wales under company number 3899124 and with our registered office at Unit 4, Churchill Road Industrial Estate, Churchill Road, Brinscall, Chorley, PR6 8RQ. Our main trading address is Unit 4, Churchill Road Industrial Estate, Churchill Road, Brinscall, Chorley, PR6 8RQ. Our VAT number is GB693129515.

Contacting us if you are a consumer:

To cancel a Contract in accordance with your legal right to do so as set out in clause 9, you just need to let us know that you have decided to cancel. The easiest way to do this is to complete the [cancellation form](#) on our website. A link to the website cancellation form will be included in our Dispatch Confirmation. If you use this method we will e-mail you to confirm we have received your cancellation. You can also e-mail us at orders [at] heskins.com or contact our Customer Services team by telephone on 01254 832266 or by post to **Unit 4, Churchill Road Industrial Estate, Churchill Road, Brinscall, Chorley, PR6 8RQ**. If you are emailing us or writing to us please include details of your order to help us to identify it. If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you send us the e-mail or post the letter to us.

If you wish to contact us for any other reason, including because you have any complaints, you can contact us by telephoning our customer service team at 01254 832266 or by e-mailing us at orders [at] heskins.com.

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.

2. CONDITIONS OF SALE

a). Our shopping pages will guide you through the steps you need to take to place an Order. 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 page of the order process.

b). After you place an Order, you will receive an e-mail from us 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 2c*).

c). We will confirm our acceptance to you by sending you an e-mail that confirms that the Products have been dispatched (**Dispatch Confirmation**). The Contract between us will only be formed when we send you the Dispatch Confirmation.

d). If we are unable to supply you with a Product, for example because that Product is not in stock or no longer available or because we cannot meet your requested delivery date or because of an error in the price on our site as referred to in *clause 3b*), we will inform you of this by e-mail and we will not process your Order. If you have already paid for the Products, we will refund you the full amount including any delivery costs charged as soon as possible.

c). Any Order accepted by the Company shall be deemed to incorporate these terms and conditions. No variation or modification or substitution for these terms and conditions shall be binding on the Company unless specifically accepted by the authorized representative of the Company in writing.

d). If subsequent to any contract or sale which is subject to these conditions a contract of sale is made with the same buyer whether by letter or by telephone or by email or by telegram or orally or otherwise without express reference to any conditions then such contract shall be deemed to be subject to these conditions.

3. PRICES

a). The prices shown in the Company's price list and/or quotations are current prices by guidance only. The contract price of the Products is the price set out in our acceptance of the Order. The Company reserves the right to vary prices without notice, whereupon you will be given the option to purchase the Products at the increased price or cancel your Order.

b). It is always possible that, despite Our best efforts, some of the Products We sell may be incorrectly priced. We will normally check prices as part of Our despatch procedures. If the Products' correct price is higher than the price stated on Our site, 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 Products to you at the incorrect (lower) price.

c). The Company reserves the right to increase quoted prices where an order is received for a quantity less than quoted for or where delivery is required in instalments smaller than those specified in the quotation.

d). VAT and other tax or duties payable by the buyer shall be added to the price.

4. PAYMENT

a). Unless otherwise expressly stated the price for each delivery shall be paid in full and received by the Company Products when you submit your Order. You can only pay for Products using a debit card or credit card. We accept the following cards: Paypal, Mastercard, Maestro, Solo and Visa. Payment for the Products and all applicable delivery charges is in advance.

b). The buyer shall not without the written agreement of the Company be entitled to deduct or set-off from any money due to the Company any claim for less or expense alleged to have been incurred by the buyer by reason of any breach or failure to observe the provisions of this or any other contract by the Company nor shall the buyer be entitled to set-off against any amount payable under the contract to the Company any monies which are not then presently payable by the Company or for which the Company disputes liability.

c). Interest shall be payable by the buyer on overdue accounts at the amount of 2% above the base rate from time to time of Royal Bank of Scotland PLC such interest to accrue daily and to run from the due date of payment of the Products until receipt by the Company of the full amount thereof as well as after any judgement or order.

5. DELIVERY

a). Whilst the Company will use its best endeavours to deliver according to the Order, the Company shall not be liable for any loss, injury, damage or expenses consequent upon any delay in delivery of the Products.

b). Delay due to circumstances outside the control of the Company including delays in the supply of raw materials, fuel, labour or component parts, fire, tempest, accident, strike, lock out or other industrial action by third parties, breakdown or failure of plant or machinery, war, civil commotion, or government restrictions, riot, invasion, terrorist attack or threat of terrorist attack, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, failure of public or private telecommunications networks, difficulty or increased expense in obtaining workmen, materials or transport or other circumstances affecting the supply of the Products or of raw materials therefore by the Company's normal source of supply or the manufacture of the Products by the Company's normal route or means of delivery, shall not entitle the buyer to cancel any order or to refuse to accept delivery. In such circumstances the agreed date or period for delivery shall be reasonably extended. However, the Company shall have the right in such circumstances to withdraw from the Contract or any part thereof without being held liable for any direct or indirect loss caused thereby and notwithstanding that a previous extension of time shall have been agreed.

c). Unless otherwise agreed the Products shall be dispatched to address supplied as the delivery address on the Order, but no reduction in price will be made if the buyer collects from the Company.

d). In frosty weather the Company may delay the dispatch of the products or any part thereof unless the buyer instructs otherwise.

e). Delivery times stated are working days, and do not include weekend days in the delivery time.

f). If We do not deliver the Products within 30 days then you may cancel your Order straight away if any of the following apply:

- i) We have refused to deliver the Products;
- ii) delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
- ii) you told Us before we accepted your order that delivery within 30 days was essential.

g). If you do not wish to cancel your Order straight away, or do not have the right to do so under Clause 5 f), you can give Us a new deadline for delivery, which must be reasonable, and you can cancel if your Order if we do not meet the new deadline.

h). If you do choose to cancel your Order for late delivery under *clause 5 f)* or *clause 5 g)*, you can do so for just some of the Products or all of them, unless splitting them up would significantly reduce their value. If the Products 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 Products and their delivery.

i). Delivery of an Order shall be completed when We deliver the Products to the address you gave Us or a carrier organised by you collects them from Us and the Products will be your responsibility from that time.

j). You own the Products once We have received payment in full, including all applicable delivery charges.

6. INTERNATIONAL DELIVERY

a). We deliver to the countries listed on [this page](#) (International Delivery Destinations). However there are restrictions on some Products for certain International Delivery Destinations, so please review the information on that page carefully before ordering Products.

b). If you order Products from our site for delivery to one of the International Delivery Destinations, your order may be subject to import duties and taxes which are applied when the delivery reaches that destination. Please note that we have no control over these charges and we cannot predict their amount.

c). You will be responsible for payment of any such import duties and taxes. Please contact your local customs office for further information before placing your order.

d). You must comply with all applicable laws and regulations of the country for which the Products are destined. We will not be liable or responsible if you break any such law

7. YOUR CONSUMER RIGHT OF RETURN AND REFUND

a). You have a legal right to cancel a Contract during the period set out below in *clause 7c)*. This means that during the relevant period if you change your mind or decide for any other reason that you do not want to receive or keep a Product, you can notify us of your decision to cancel the Contract and receive a refund. Advice about your legal right to cancel the Contract is available from your local Citizens' Advice Bureau or Trading Standards office.

b). However, this cancellation right does not apply in the case of any Products which become mixed inseparably with other items after their delivery.

c). Your legal right to cancel a Contract starts from the date of the Dispatch Confirmation (the date on which we e-mail you to confirm our acceptance of your order), which is when the Contract between us is formed. Your deadline for cancelling the Contract then depends on what you have ordered and how it is delivered, as set out in the table below:

| Your Contract | End of the cancellation period |
|---|--|
| Your Contract is for a single Product (which is not delivered in instalments on separate days). | The end date is the end of 14 days after the day on which you receive the Product. Example: if we provide you with a Dispatch Confirmation on 1 January and you receive the Product on 10 January you may cancel at any time between 1 January and the end of the day on 24 January. |

| | |
|--|---|
| <p>Your Contract is for either of the following:</p> <p>one Product which is delivered in instalments on separate days.</p> <p>multiple Products which are delivered on separate days.</p> | <p>The end date is 14 days after the day on which you receive the last instalment of the Product or the last of the separate Products ordered.</p> <p>Example: if we provide you with a Dispatch Confirmation on 1 January and you receive the first instalment of your Product or the first of your separate Products on 10 January and the last instalment or last separate Product on 15 January you may cancel in respect of all instalments and any or all of the separate Products at any time between 1 January and the end of the day on 29 January.</p> |
| <p>Your Contract is for the regular delivery of a Product over a set period.</p> | <p>The end date is 14 days after the day on which you receive the first delivery of the Products.</p> <p>Example: if we provide you with a Dispatch Confirmation on 1 January in respect of Products to be delivered at regular intervals over a year and you receive the first delivery of your Product on 10 January, you may cancel at any time between 1 January and the end of the day on 24 January. 24 January is the last day of the cancellation period in respect of all Products to arrive during the year.</p> |

d). To cancel a Contract, you just need to let us know that you have decided to cancel. The easiest way to do this is to complete the [cancellation form](#) on our website. A link to the website cancellation form will be included in our Dispatch Confirmation. If you use this method we will e-mail you to confirm we have received your cancellation.

e). You can also e-mail us at orders [a] heskins.com or contact our Customer Services team by telephone on 01254 832266 or by post to Unit 4, Churchill Road Industrial Estate, Churchill Road, Brinscall, Chorley, PR6 8RQ. If you are e-mailing us or writing to us please include details of your order to help us to identify it. If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you send us the e-mail or post the letter to us. For example, you will have given us notice in time as long as you get your letter into the last post on the last day of the cancellation period or e-mail us before midnight on that day.

f). If you cancel your Contract we will:

i) refund you the price you paid for the Products. However, please note we are permitted by law to reduce your refund to reflect any reduction in the value of the Products, if this has been caused by your handling them in a way which would not be permitted in a shop.

ii) refund any delivery costs you have paid, although, as permitted by law, the maximum refund will be the costs of delivery by the least expensive delivery method we offer (provided that this is a common and generally acceptable method). For example, if we offer delivery of a Product within 3-5 days at one cost but you choose to have the Product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

iii) make any refunds due to you as soon as possible and in any event within the deadlines indicated below:

- A) if you have received the Product and we have not offered to collect it from you: 14 days after the day on which we receive the Product back from you or, if earlier, the day on which you provide us with evidence that you have sent the Product back to us. For information about how to return a Product to us, see *clause 7j*);
- B) if you have not received the Product or you have received it and we have offered to collect it from you: 14 days after you inform us of your decision to cancel the Contract.

g). If you have returned the Products to us under this *clause 7* because they are faulty or mis-described, we will refund the price of the Products in full, together with any applicable delivery charges, and any reasonable costs you incur in returning the item to us.

h). We will refund you on the credit card or debit card used by you to pay. If you used vouchers to pay for the Product we may refund you in vouchers.

- j). If a Product has been delivered to you before you decide to cancel your Contract:
- i) then you must return it to us without undue delay and in any event not later than 14 days after the day on which you let us know that you wish to cancel the Contract. Please see our Returns page [here](#) for our returns address, printable returns labels and information about our authorised carrier and how to arrange a return;
 - ii) unless the Product is faulty or not as described, you will be responsible for the cost of returning the Products to us. If the Product is one which cannot be returned by post, we estimate that if you use the carrier which delivered the Product to you, these costs should not exceed the sums we charged you for delivery.
- k). Because you are a consumer, we are under a legal duty to supply Products that are in conformity with this Contract. As a consumer, you have legal rights in relation to Products that are faulty or not as described. These legal rights are not affected by your right of return and refund in this clause 9 or anything else in these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

8. RISK

The Company shall not be liable for any damage, discrepancy or shortage in the Products unless the buyer notifies both the Company and the carrier within 72 hours of the time of delivery of the Products. In the event of total failure of the Products and the carrier to reach their destination, the Company shall not be liable unless the buyer notifies the Company within 14 days after the date of invoice.

9. REPLACEMENT AND LIABILITY

- a). The Company shall not be liable for any defects in the quality or state of the Products or services rendered which would be apparent on the reasonable examination or for the Products being otherwise not in accordance with the contract unless the buyer shall have given to the Company within 14 days of the receipt of the Products a written notice specifying the matters complained of and thereafter the Company shall have a reasonable opportunity of inspecting the Products before they have been used.
 - b). The Company shall not be liable for any defects in the quality or state of the Products which would not be apparent on the reasonable examination unless such defects shall have been discovered within 12 months after receipt of the Products and the buyer shall have given the Company forthwith upon such discovery a written notice specifying the matters complained of and the buyer shall then afford the Company the opportunity of inspecting the Products in their alleged defective state.
 - c). Provided that the buyer has complied with the requirements as to notice contained in these conditions then the Company will (if satisfied upon examination of the Products that they are defective) without charge to the buyer replace such Products or such part or parts thereof as in the opinion of the Company may be necessary and the Company will not be under any further liability as to the buyer.
 - d). Subject as aforesaid all conditions and warranties, whether express or implied, and whether arising at Common Law or by Statute, are hereby excluded and the Company shall not in any circumstances be liable to the buyer in respect of consequential loss, damage or injury however arising.
 - e). As most of the materials supplied by the Company are of a self-adhesive construction all materials must be stored in the original packaging, in cool and dry conditions with note taken to shelf life, recommendation six months in those conditions. We recommend all buyers to take note of our instructions for applications and technical advice, available on request. No claims can be entertained if the product has been stored incorrectly, applied and used without our advice or has exceeded its recommended shelf life.
- f) The guarantee in this clause 7 does not apply to any defect in the Products arising from:
- i) fair wear and tear;
 - ii) wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party;
 - ii) if you fail to operate or use the Products in accordance with the user instructions;
 - iv) any alteration or repair by you or by a third party who is not one of Our authorised repairers; and

v) any specification provided by you.

g). This guarantee is in addition to, and does not affect, your legal rights in relation to the Products that are faulty or not as described. We are under a legal duty to supply Products that are in conformity with this contract. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office

10. CONSUMER LEGISLATION

Where the Products are sold to a consumer (as defined by the Consumer Contracts Regulations 2013) the statutory rights of the buyer are not affected by these conditions.

11. WAIVER

Failure by the Company to exercise or enforce any rights hereunder shall not be deemed to be a waiver of any such right nor operate so as to bar exercise or enforcement thereof any time or times thereafter.

12. SEVEREABILITY

Any provisions of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provisions in question shall not be affected thereby.

13. CLAUSE HEADINGS

Clause headings are inserted in these conditions for ease of reference only and do not form part of the contract for the purpose of interpretation.

14. GOVERNING LAW

Any contract to which these conditions apply shall be construed and take effect in all aspects in accordance with English Law. This means a Contract for the purchase of Products through our 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 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

15.

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. You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.