

**SIMPLY PLASTICS****SUPPLY TERMS AND CONDITIONS****1 Application of these Terms**

1.1 These are the terms and conditions (the **Terms**) on which we supply our Products and Services to you, irrespective of whether you place an Order by phone, email or via our Website.

1.2 Please read these terms carefully at the time you place an Order with us, as they set out important information about your rights and obligations and our rights and obligations. Please note that you must agree to these terms before we can accept your Order. **If you do not agree to these Terms, please do not proceed to place an Order with us.**

1.3 These Terms set out details of:

1.3.1 who we are;

1.3.2 the terms on which we supply our Products and Services; and

1.3.3 other important information.

1.4 Under these Terms, you will have different rights depending upon whether you are a business customer or a consumer. Where a term applies just to a business customer or a consumer, this is clearly stated. Otherwise, the term will apply to both consumers and business customers. You are a consumer if:

1.4.1 you are an individual; and

1.4.2 you are purchasing Products and Services from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or professional);

and if you are acting in any other capacity, including as a sole trader or partner in a partnership, or if you provide a business or trading name to which we are to address our invoices, you are a business customer for the purpose of these Terms.

1.5 You must be at least 18 years old to place an Order with us. If you are placing an Order on behalf of a business, you confirm that you have authority to act on behalf of that business.

1.6 We may make changes to these terms at any time. However, the terms which apply to your Order will be:

1.6.1 where you have placed an Order via our Website (see Clause 4.3), those Terms set out on our Website at the time you submitted the Order to us; and

1.6.2 where you have placed an Order via phone or email (see Clause 4.4), those Terms linked or attached to the email by which you confirmed your acceptance of those Terms.

1.7 Please print out or save a copy of these Terms and any emails from us for your records, as we will not save or file a copy for you.

1.8 These Terms apply to the Contract to the exclusion of any other terms that you may seek to include, impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

- 1.9 The following are other Terms that may apply to you and can be found on our Website:
- 1.9.1 our Privacy Policy sets out details of how we collect, use and look after your personal data when you place an Order with us or visit and use our Website;
  - 1.9.2 our Website Terms of Use which govern how you may use our Website; and
  - 1.9.3 our Cookies Policy, which sets out information about the cookies on our Website.

We recommend that you also read these carefully.

## 2 Who we are

2.1 We are Simply Plastics Limited, a company registered in England and Wales under company number 08372434, with the trading names Simply Plastics and Simply Cladding. Our registered office is at: Unit L Radford Business Centre, Radford Way Billericay, Essex CM12 0BZ and our trading address is: Unit B1 Commerce Way, Colchester, Essex CO2 8HH (**we, us, our, Simply Plastics**). Our VAT number is: 215 8486 91.

2.2 If you need to contact us, please do so by either:

- 2.2.1 sending an email to [info@simplyplastics.com](mailto:info@simplyplastics.com);
- 2.2.2 calling us on +44(0)1206 638056; or
- 2.2.3 completing the 'Contact Us' form on our Website.

## 3 Understanding these Terms

3.1 In the Terms the following words and expressions shall have the following meanings:

<b>Bespoke Product</b>	any product which has been cut to your specification or measurements, or a product that is displayed for sale on our Website and is listed as "cut-to-size", including where such product is to be cut using common sizes, sample products (as these are also cut to size) and clearance or multipack bundles of products (as these will be cut to size and bundled), or any product of a specific colour or plastic which we order to your specific request and is not a product generally for sale on our Website;
<b>Control</b>	shall be as defined in sections 450 and 451(2) of the Corporation Tax Act 2010, and the term <b>Change of Control</b> shall be construed accordingly;
<b>Charges</b>	all fees, charges, costs and expenses payable to us under or in connection with the Contract;
<b>Contract</b>	the contract for the supply of Standard Products and/or Bespoke Products and Services between us and you which comes into effect in accordance with Clause 4.5;
<b>Delivery Location</b>	the location set out as such in our Order Confirmation;
<b>Liability Event</b>	has the meaning set out in Clause 22.1;
<b>Order</b>	an order for Standard Products and/or Bespoke Products and

Services;

<b>Order Confirmation</b>	our written confirmation that we have accepted all or part of an Order, as further described in Clause 4.5;
<b>Palletised Product</b>	any Product delivered to you on a pallet or via a specialist large item courier;
<b>Product</b>	a Standard Product or Bespoke Product (as applicable);
<b>Services</b>	those plastic routing, laser cutting, engraving, polishing and bending services as are to be provided by us to produce a Bespoke Product using the measurements, drawings, information or other specifications provided by you;
<b>Standard Product</b>	any product that is displayed for sale on our Website and is not listed as “cut-to-size”, uncut plastic products (which are supplied at their manufactured sizes), or pre-cut plastic products and accessories;
<b>Terms</b>	these supply terms and conditions, as further defined in Clause 1.1;
<b>Websites</b>	the websites operated by Simply Plastics under the URLs: <a href="https://www.simplyplastics.com">https://www.simplyplastics.com</a> and <a href="https://www.simplycladding.com">https://www.simplycladding.com</a> and the term <b>Website</b> shall mean each such Website (as applicable).

3.2 A reference to:

- 3.2.1 a **person** includes a natural person, company, LLP, corporate, partnership, joint venture, association, trusts, unincorporated bodies and associations and that persons personal representatives, successors and permitted assigns;
- 3.2.2 the **singular** includes the plural and vice versa, and to the **masculine** shall include the feminine and neuter and vice versa;
- 3.2.3 a **statute** or **statutory provision** is a reference to it as amended, extended or re-enacted from time to time;
- 3.2.4 **writing** or **written** excludes fax but includes email; and
- 3.2.5 an **English legal term** for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English legal term in that jurisdiction.

#### **4 Placing an order and the basis of the Contract**

- 4.1 You may place an Order with us via our Website or by contacting us using one of the methods set out in Clause 2.2. An Order constitutes an offer by you to purchase those Standard Products and/or Bespoke Products and Services set out in the Order, in accordance with these Terms.
- 4.2 Please check the Order carefully and correct any errors before you submit it to us.
- 4.3 **Website Orders** - Where you place an Order by our Website, you must accept these terms at the time you place the Order with us. This does not mean that the Order has been accepted

by us and will only be accepted where we send you an Order Confirmation (see Clause 4.5). Your Order is an offer to buy Standard Products and/or Bespoke Products and Services from us on these Terms.

4.4 **Phone and Email Orders** - Where you place an Order by phone or by email, you will be directed to review these Terms. You must accept these Terms in order for us to accept and process the Order and any Order placed with us will be subject to these Terms. You will receive by email either:

4.4.1 a link to a summary of the Order and these Terms, which you must click to accept; or

4.4.2 a copy of these Terms and instructions as to how you can communicate your acceptance of these Terms to us; and

please note this does not mean that the Order has been accepted by us. The Order will be accepted where we send you an Order Confirmation (see Clause 4.5). The Order is an offer by you to buy the Standard Products and/or Bespoke Products and Services (in the Order) from us on these Terms. If you do not receive an Order Confirmation from us, please contact us using the contact methods in Clause 2.2 and, where we are unable to accept the Order we will issue a refund of any sums you may have paid in advance for the Order.

4.5 Acceptance of an Order by us takes place when we send you an email which confirms we have accepted your Order (**Order Confirmation**), at which point a legally binding Contract shall come into existence in respect of those Standard Products and/or Bespoke Product and Services set out in our Order Confirmation only.

4.6 We may choose to not accept all or part of your Order or terminate the Contract (at our discretion) in certain circumstances, including:

4.6.1 where we are unable to take payment or a credit reference is unsatisfactory;

4.6.2 where the Product you've ordered is unavailable or out of stock;

4.6.3 where you have not indicated acceptance of these Terms;

4.6.4 where you are located outside of our delivery areas; or

4.6.5 there has been a mistake regarding the pricing or description of the Products and/or Services,

4.6.6 where, in our opinion, it is economically unviable to fulfil an Order (due to factors such as the Delivery Location, the value of the Order or the size of the Order);

and where this happens, we will email you as soon as possible using the details you provided when you placed the Order and refund any sums you have paid in respect of those Products or Services, we are unable to provide. We have the right to reject Orders for any reason.

## 5 **Product Availability**

5.1 All Products within our Order Confirmation are subject to availability, and we cannot guarantee that any Products will be available at any given time.

5.2 In certain circumstances beyond our reasonable control, for example where there has been a change in law, we may need to stop supplying certain Standard Products and/or Bespoke Products and Services. If this happens and it affects any Products in our Order Confirmation, we will notify you by email, cancel the Contract in respect of the affected Product and provide you with a refund of any advance payments made by you for any Standard Products and/or

Bespoke Products and Services that have not yet been provided.

## **6 Your rights to change an Order**

- 6.1 Due to the nature of our Bespoke Products and how our related Services are provided, you cannot make changes to an Order for Bespoke Products and Services after you have submitted it to us, unless we (in our absolute discretion) agree in writing to such change.
- 6.2 If you would like to make any changes to an Order for Standard Products after you have submitted it to us, please contact us as soon as possible and we will let you know whether it is possible to change the Order.

## **7 Our rights to change an Order**

- 7.1 We can make a change to the Products and/or Services:
- 7.1.1 to reflect changes in relevant laws and regulatory requirements; or
  - 7.1.2 to make minor technical adjustments and improvements, for example to address a safety hazard.
- 7.2 We can suspend the supply of the Products and/or Services in order to:
- 7.2.1 deal with technical problems or make minor technical changes; or
  - 7.2.2 update Products and/or Services to reflect changes in relevant laws and regulatory requirements.
- 7.3 Where we suspend the supply of a Product and/or Service, we will contact you in advance to tell you, unless the problem is urgent or an emergency. If we suspend a Product for longer than 20 weeks, we will adjust the Charges so you don't pay for it while the Product is suspended. If we suspend supply, or tell you we're going to suspend supply, for more than 20 weeks, you can contact our customer service team to end the Contract and we'll refund any sums you've paid in advance for Products which you won't receive.

## **8 Products**

- 8.1 You can find everything you need to know about us and our Products and Services on our Website.
- 8.2 Any pictures, images, drawings, descriptive matter on our Website or in adverts produced by us, including of packaging, are for illustration purposes only, in order to give an approximate idea of the Product referred to in them. We do not hold out that our Products will be suitable for any particular use you may wish to make of them.
- 8.3 We cannot guarantee that the colours displayed on your device will match exactly the appearance of your Products. The colours of the Products displayed on our Website may vary depending on what device you are using and your settings.
- 8.4 All sizes and measurements set out on our Website are as accurate as possible but there may be a small tolerance as set out in the relevant product or material specification on our Website. All information, tips or the calculator tool available on our Website are for the purpose of guidance only.
- 8.5 If you have ordered Bespoke Products and Services, which are based on measurements and other information which you provide to us, you are responsible for ensuring that this

information is correct. We may check these measurements with you but it is not our responsibility to do so. There are tips on our Website as to how to take measurements accurately.

## **9 Delivery**

- 9.1 Our courier service will deliver your Products to the Delivery Location.
- 9.2 If no one is available to take delivery, our courier service may leave an attempted delivery notification at the Delivery Location with information on how to re-arrange delivery or follow the delivery instructions you provided to us (e.g. leaving it in a specified safe location or delivering it to a neighbour or nearby business) or otherwise contact you, using any of the contact methods you provided when placing your Order, to let you know whether and where your package has been left and any other relevant delivery information. We reserve the right to charge additional Charges for each attempt to deliver the Products to you after the first failed delivery. If you wish to cancel the re-delivery, then we are entitled to charge you an administration fee of the delivery cost.
- 9.3 If a further delivery attempt is unsuccessful, is not viable or we are unable to follow your delivery instructions, you will be notified of this and what options we may take, should we decide not to cancel the Order. Where we opt to cancel the Order and your Order concerns Standard Products, we may refund you the price of such Products. Such refund will not include the Charge for standard delivery and any additional Charges we reasonably incur in attempting to re-deliver the Products to you. Where your Order concerns Bespoke Products, you are not entitled to a refund in these circumstances.
- 9.4 For Products over a certain size or which are being delivered to remote locations or with shipping requirements (such as a Palletised Product), an additional delivery Charge may apply to your Order. We will notify you in these circumstances.
- 9.5 Where:
- 9.5.1 you are a consumer, please examine the Products at the earliest opportunity after delivery and notify us of any fault or damage as soon as reasonably possible. We may only have 24 hours from the time of delivery to notify our courier service of any fault with or damage to the Products; and
- 9.5.2 you are a business customer, you must examine the Products at delivery and notify us of any fault or damage within 24 hours of delivery.
- 9.6 Once a Product has been delivered to the Delivery Location, risk in the Product passes to you and the Product will be classed as having been 'delivered'. This means that you are responsible for the Product, and we are not liable to you if the Product is stolen or damaged after it has been delivered to you. This does not affect your legal rights if the Product is faulty or misdescribed. However, ownership of Products only passes to you when you have paid for them in full.
- 9.7 You may opt to collect your Products from our Colchester office at Unit B1 Commerce Way, Colchester, Essex CO2 8HH within 10 business days of us notifying you that the Products are ready for collection. Risk in the Products will pass to you on completion of the loading of the Products at our site, at which time the Products are classed as having been 'delivered'. Ownership of the Products passes to you once you have paid for these in full.
- 9.8 If you do not collect the Products within 10 days of us notifying you that the Products are ready for collection or you do not accept delivery after our reasonable attempts to deliver the Products to you, we are entitled to treat the Contract as cancelled. In these circumstances, we may charge you additional sums for any losses which arose from your failure to collect or take delivery, and our reasonable costs for the storage of the Products prior to the expiry of the relevant period during which the Products were ready for collection or attempting to be

delivered.

- 9.9 Information on delivery options and charges are available on our Website. You will be given available delivery options to choose from when you place an Order. We deliver to Northern Ireland, the Isle of Wight, Isle of Man, Channel Islands, Scottish Islands, Isle of Scilly and other remote areas of the UK, but if you require delivery to one of these areas, please get in touch first as we may require you to pay additional delivery Charges.
- 9.10 Your Products will be delivered within the delivery period specified on our Website or as confirmed by telephone, depending on the delivery option you chose when you placed your Order. We will deliver your Order within 30 days of the Order Confirmation unless otherwise agreed between you and us.
- 9.11 All delivery dates stated on our Website, during the order process or in our Order Confirmation, are estimates only and we reserve the right to update you of any change or variation to any date for delivery from time to time. Time for delivery is not of the essence of the contract (unless we have agreed a specific delivery date with you). We are not liable to you for any losses you incur if delivery is delayed because of any circumstances beyond our reasonable control (for example severe weather, accidents or unpredictable traffic delays).
- 9.12 All estimates for delivery are calculated from the date that the Order was placed with us, being the date you receive an Order Confirmation. Where you place an Order on any day Monday through to Friday that is not a bank holiday in England, the estimated delivery date will be deemed to run from the next working day from the placement of your Order (i.e. Monday if your Order was placed on a Friday, or Tuesday if your Order was placed on a Monday). Where you place an Order at the weekend or on a bank holiday in England, the estimated delivery date will be deemed to run from the day after the next working day (i.e. Tuesday if your Order was placed on a Saturday or Sunday).
- 9.13 You are responsible for the disposal of packaging materials which you receive with your Order (which may include pallets, boxes or other packaging materials which we deem necessary to deliver your Order) unless we have agreed otherwise in writing prior to delivery or collection.

## **10 International delivery**

- 10.1 We deliver outside of the UK. However, restrictions may apply to certain international delivery destinations, so please contact us before ordering Products and Services.
- 10.2 If you order Products for delivery to a destination outside of the UK, 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. You will be responsible for payment of any such import duties and taxes.
- 10.3 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 laws or regulations.

## **11 Palletised Product Delivery**

- 11.1 **Bespoke Products** – Where Bespoke Products are delivered as Palletised Products, these cannot be returned to us since, due to the nature of the Bespoke Products, they have been made to your specification.
- 11.2 **Mixed Palletised Products and Standard Products (this clause only applies to a consumer)** – If the Palletised Products delivered to you contain a mix of Standard Products and Bespoke Products and you have a right to return the Standard Products (see Clause 16.1 for circumstances as to when Standard Products can be returned and Clause 17.1 for how to exercise that right), we will arrange for our courier to collect the Standard Products (and pallet). **However**, due to the specific delivery requirements of Palletised Products, any

cancellation of your Order in respect of Standard Products delivered as Palletised Products will be subject to a cancellation Charge - please see Clause 18.5 for more information Please note that you will not be able to return any Bespoke Products and no refund will be made in respect of the Bespoke Products.

- 11.3 **Mixed Palletised Products and Standard Products (this clause only applies to business customers)** – You do not have the right to cancel your Order in respect of any Palletised Products. We may, in our absolute discretion, agree to accept a return of Standard Products delivered as Palletised Products; however, if we agree that you can return the Standard Products and cancel your Order in respect of such Standard Products, you will be charged for the delivery of the Palletised Products, and you may also be charged a restocking charge for the Standard Products, and you will be responsible for the return of the Standard Products to us.

## 12 **Bespoke Products and Services**

- 12.1 We will provide the Services in respect of the Bespoke Products with reasonable care and skill.

- 12.2 We will endeavour to provide the Services so that Bespoke Products are available for delivery in accordance with Clause 9. However, you accept that the nature of our Services are such that we take steps to provide Bespoke Products in the most efficient manner possible. You agree and acknowledge that once we send our Order Confirmation, we will start providing our Services which will include:

- 12.2.1 our systems reviewing all orders we have confirmed and creating a cut run timetable and plan for us. Therefore, whilst we will give due consideration to any dates requested by you for your Bespoke Products, we cannot guarantee to process Bespoke Products by such dates or in a given cut run; and
- 12.2.2 scheduling cut runs to maximise the use of capacity and raw materials and to minimise waste. You acknowledge that any changes to this schedule could adversely affect our capacity, raw materials and cost of Bespoke Products and Services for all our customers.

- 12.3 If there might be a delay before we can start or restart the Services, we are not liable to you for any losses you incur as a result of any delay because of circumstances beyond our reasonable control (for example, plant and machinery failures or inability to obtain raw materials).

- 12.4 In relation to Bespoke Products and Services, we are not liable to you for any losses you incur where the production or commencement of Services are delayed or cannot be performed because you fail to provide us with adequate or accurate instructions or information to allow us to perform the Services.

## 13 **How you may use our Standard Products and Bespoke Products and Services**

- 13.1 **If you are a consumer**, any Standard Products and/or Bespoke Products and Services are provided to you for your domestic and personal use only. You must not use them for commercial, business or resale purposes.

- 13.2 **If you are a business customer**, any Services you purchase must be for the purposes of your named business only and not for or on behalf of any third party.

## 14 **Charges and Payment**

- 14.1 Prices for our Standard Products and Bespoke Products and Services are set out on our Website, or in the case of Bespoke Products and Services where the Bespoke Product is cut to your specification, as is quoted to you by phone or by email. The Charges payable by you will be confirmed in our Order Confirmation. All prices are stated:
- 14.1.1 in pounds sterling (£)(GBP) for deliveries to the UK and are in euros (€) for deliveries to Europe;
  - 14.1.2 inclusive of VAT at the applicable rate (but you may choose to toggle the settings on our Website to show the prices stated exclusive of VAT); and
  - 14.1.3 exclusive of delivery charges (and any import duties in relation to international deliveries). Such delivery charges will be stated separately either on our Website or any invoice we provide to you. For information on delivery options and costs, please see our Website.
- 14.2 Our Website is regularly updated to provide real-time prices based on your requirements. Please note that only one price promotion, discount or other offer as available from time to time will apply to your Order at any time and cannot be used in conjunction with other price promotions, discounts or offers which may also be available from time to time. For the avoidance of doubt, you may not take advantage of any price promotions, offers or discounts which we make available from time to time once the same has expired. Except as set out in Clause 14.3 below, such changes will not affect existing Orders.
- 14.3 If there has been an error on the Website regarding the pricing of any of our Standard Products and/or Bespoke Products and Services and this affects your Order, we will try to contact you using the contact details you provided when you placed the Order. We will give you the option to re-confirm the Order at the correct price or to cancel the Order. If we are unable to contact you, we will treat the Order as cancelled and notify you by email.
- 14.4 We accept the following credit cards and debit cards: MasterCard, VISA, Maestro and American Express. You can also pay by PayPal and WorldPay, unless your Order is placed via the Website and has a value of more than £500, or where your Order is placed via the phone. All credit card and debit card payments need to be authorised by the relevant card issuer.
- 14.5 Unless we specifically agree otherwise in writing with you, all Products and Services must be paid for in advance. We may take payment from your chosen payment method before we send you your Order Confirmation, however we will hold any payment we receive from you to your order until we have provided you with an Order Confirmation.
- 14.6 If we're unable to collect any payment you owe to us, we charge interest on the overdue amount at the rate of 4% a year above 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 must pay to us the interest together with any overdue amount.
- 14.7 If we are unable to take payment from your chosen payment method and you are:
- 14.7.1 **a consumer**, we will try to contact you using the contact details you provided when you placed the Order. If we are unable to contact you, we will cancel the Order and notify you by email;
  - 14.7.2 **a business customer** we will issue an invoice to you which shall be immediately payable.

## 15 Your obligations

- 15.1 Whether you are a business customer or a consumer, you shall:

- 15.1.1 ensure that the terms of the Order are complete and accurate;
- 15.1.2 provide us with such information, measurements, specifications, drawings, diagrams as we may require for the provision of the Bespoke Products and Services and ensure that the same are complete and accurate; and
- 15.1.3 co-operate with us in all matters relating to the Products and Services (if applicable), including by:
  - (a) preparing the Delivery Location for the delivery of the Products and complying with all applicable laws, including health and safety laws where you are a business customer;
  - (b) providing us, and our employees, agents, consultants and subcontractors with access to the Delivery Location other facilities as reasonably required by us; and
  - (c) ensure that you, or an appropriate third party representative, are available and present at the Delivery Location at the time the Products are to be delivered in order to liaise with our personnel in relation to your requirements.
- 15.2 **Where you are a business customer:**
  - 15.2.1 we may check your credit rating prior to agreeing credit terms with you or otherwise entering into a contract with you; and
  - 15.2.2 you must pay all amounts due to us under these Terms by the due date and in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 15.3 Whether you are a business customer or consumer, we may charge you additional sums by giving notice to you, if:
  - 15.3.1 you do not provide us with the information we have requested including how we can access the Delivery Location for delivery of the Products. For example, we might need to re-deliver on another vehicle or with extra manpower;
  - 15.3.2 your requirements for Bespoke Products change, increase or otherwise vary from your initial requirements set out within your Order;
  - 15.3.3 our provision of the Products and/or Services is delayed due to an act or omission on your part. In this instance, any outstanding balance of the Charges or deposit shall become payable by you, in addition to any storage, insurance or other costs, expenses or charges; or
  - 15.3.4 we have to store the Products on your behalf.
- 15.4 If the rate of VAT changes between the date of your Order and the date we supply the Product and/or Services, we will adjust the rate of VAT that you pay to reflect such changes, unless you have already paid in full before the change in the rate of VAT takes effect.
- 16 **Consumer cancellation rights - This Clause 16 only applies to you if you are a consumer.**
  - 16.1 You have the right to change your mind and cancel your Order in respect of Orders for Standard Products. You have 14 days from the delivery date to cancel your Order.

16.2 You do not have the right to cancel Orders for Bespoke Products and Services as these Products are bespoke in nature and made to your specification.

16.3 To cancel your Order for Standard Products, please email us at [info@simplyplastics.com](mailto:info@simplyplastics.com) or call us on +44(0)1206 638056. You can also use the cancellation form available at the end of these Terms. To help us process your cancellation more quickly, please have your Order number ready or include it in the email or on the cancellation form that you send to us.

**17 Returning Standard Products if you exercise your rights to cancel an Order under Clause 16 - This Clause 17 only applies to you if you are a consumer.**

17.1 If you cancel an Order for Standard Products and you have already received the Standard Products, you must return the Standard Products to us within 14 days of telling us that you want to cancel your Order. The deadline is met if you *notify* us that you wish to return the Standard Products *before* the 14-day period has expired.

17.2 You can:

17.2.1 bring the Standard Products to our Colchester office at Unit B1 Commerce Way, Colchester, Essex CO2 8HH with your Order Confirmation and card that you paid with; or

17.2.2 send the Standard Products back to us using an established delivery service. We strongly recommend that you get proof of postage. We may withhold the refund until we have received the Standard Products back from you or until you have provided us with evidence that you have sent the Standard Products back (whichever is earlier).

17.3 Standard Products must be returned to us in a new and unused condition and, to the extent possible, in their original packaging. You are responsible for the Standard Products while they are in your possession.

17.4 Unless the Standard Products are faulty or misdescribed, you are responsible for the cost of returning these to us. We estimate the cost of return will be the same as the cost of delivery to you.

17.5 If the right to cancel does not apply because you placed an Order for Bespoke Products and Services, you will not be entitled to return the Bespoke Products unless they are faulty. See Clause 18.6 below.

**18 Refunds if you cancel your Order - This Clause 18 only applies to you if you are a consumer.**

18.1 If you exercise your right to cancel an Order for Standard Products under Clause 16, we will provide you with a refund as soon as possible.

18.2 If you cancel an Order for Standard Products and have already received the Standard Products, we will issue the refund no later than 14 days after the day we receive the Standard Products back from you or, if earlier, you provide us with evidence that you have sent the Standard Products back. Otherwise, and where you have cancelled an Order for Palletised Products and we are collecting the Palletised Products from you, we will issue the refund no later than 14 days after the day on which you told us that you want to cancel.

18.3 Your refund will be subject to the following deductions:

18.3.1 if you chose a delivery option that is more expensive than the cost of standard delivery, we will only refund the cost of standard delivery; and

- 18.3.2 if you handled the Standard Products in a way beyond what might reasonably be permitted in a shop and this resulted in a loss in value of the Standard Products, we may make a deduction from the refund for such loss in value.
- 18.4 We will issue your refund to the same payment method you used to pay for the Order.
- 18.5 If you cancel an Order for Palletised Standard Products, you will be responsible for paying a reasonable cancellation Charge which shall be equal to our direct losses for arranging delivery of, and the collection from you of, such Palletised Products, due to your cancellation. The cost of the cancellation Charge shall be the cost of delivery to you *and* collection from you- in respect of the latter we cannot provide an exact figure, but the maximum amount will likely be equal to the cost of delivery. We will notify you at the time of your cancellation of the exact amount of the cancellation Charge.
- 18.6 If the right to cancel does not apply because you placed an Order for Bespoke Products and Services, you will not be entitled to a refund unless the Bespoke Products and Services are faulty. See Clause 19 below.

**19 Faulty Products or Services - This Clause 19 only applies to you if you are a consumer.**

- 19.1 Any Products that we provide to you must be as described, fit for purpose and of satisfactory quality. Any Services that we provide to you must be provided with reasonable care and skill. We are under a legal duty to supply Products and Services that are in conformity with our Contract with you.
- 19.2 During the expected lifespan of any Products that you have purchased from us, you are entitled to the following:

<b>Up to 30 days:</b>	If your Products are faulty, you can get an immediate refund.
<b>Up to 6 months:</b>	If the Products cannot be repaired or replaced, then you are entitled to a full refund in most cases.
<b>Up to 6 years:</b>	If the Products do not last a reasonable length of time, you may be entitled to some money back.

- 19.3 If a Service is not carried out with reasonable care and skill, you can ask us to repeat the Service or to fix it, or get some money back if we cannot fix it.
- 19.4 For the avoidance of doubt, Bespoke Products and Services will not be faulty where we have cut the Product to measurements, diagrams, drawings, information or a specification provided by you and such measurements, diagrams, drawings, information or specification were incorrect, inaccurate or otherwise incomplete.
- 19.5 This is a summary of some of your key rights. They are in addition to your cancellation rights set out in Clause 16 above. For more detailed information on your rights, visit the Citizens Advice Website at [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk) or call 0808 223 1133.
- 19.6 If there is a problem with any Products or Services you have purchased from us, please contact us as soon as reasonably possible. To assist us in helping you, you should:
- 19.6.1 notify us by email at [info@simplyplastics.com](mailto:info@simplyplastics.com) as soon as possible;
- 19.6.2 provide us with detailed information as to the fault with the Product, such as clear photos, to enable us to examine the Products and investigate the fault;

19.6.3 allow us a reasonable period of time to investigate the fault; and

19.6.4 return the Product to us if directed to do so by us.

**20 Faulty Products or Services— This Clause 20 only applies to you if you are a business customer.**

20.1 We warrant that any Products you purchase will, on delivery (as described in Clause 9.6):

20.1.1 conform in all material respects to their descriptions on the Website;

20.1.2 be free from material defects in design, material and workmanship; and

20.1.3 be of satisfactory quality within the meaning of the Sale of Goods Act 1979.

20.2 We warrant that any Services you purchase will:

20.2.1 be performed with reasonable care and skill within the meaning of section 13 of the Sale of Goods and Services Act 1982; and

20.2.2 be free from material defects at the time the Services are completed.

20.3 Subject to you complying with your obligations under Clause 20.4, we will (in each case at our option):

20.3.1 repair or replace any Products that do not comply with Clause 20.1; or

20.3.2 remedy or re-perform any Services that do not comply with Clause 20.2.

20.4 If there is a breach of Clause 20.1 or Clause 20.2, you must:

20.4.1 notify us by email to [info@simplyplastics.com](mailto:info@simplyplastics.com) as soon as possible;

20.4.2 provide us with sufficient information as to the nature and extent of the defects, including photos, to enable us to reproduce the errors or investigate the defect;

20.4.3 give us a reasonable opportunity to examine the defective Products or otherwise investigate the defect; and

20.4.4 return the defective Products to us at your expense.

20.5 Clause 20.3 sets out your sole and exclusive remedy for any breach of Clauses 20.1 and 20.2.

20.6 Except as set out in this Clause 20, we give no warranties and make no representations in relation to the Products and Services, and all warranties and conditions (including the conditions implied by sections 13–15 of the Sale of Goods Act 1979 and sections 12–16 of the Supply of Goods and Services Act 1982, and any implied terms relating to the ability to achieve a particular result), whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.

20.7 For the avoidance of doubt, Bespoke Products and Services will not be faulty where we have cut the Product to measurements, diagrams, drawings, information or a specification provided by you and such measurements, diagrams, drawings, information or specification were incorrect, inaccurate or otherwise incomplete.

**21 Our liability to consumers- This Clause 21 only applies to you if you are a consumer.**

- 21.1 If we breach these terms or are negligent, we are liable to you for foreseeable loss or damage that you suffer as a result. By 'foreseeable' we mean that, at the time the contract was made, it was either clear that such loss or damage would occur or you and we both knew that it might reasonably occur, as a result of something we did (or failed to do).
- 21.2 We are not liable to you for any loss or damage that was not foreseeable, any loss or damage not caused by our breach or negligence, or any business loss or damage.
- 21.3 Nothing in these terms excludes or limits our liability for any death or personal injury caused by our negligence, liability for fraud or fraudulent misrepresentation, or any other liability that the law does not allow us to exclude or limit.

**22 Our liability to business customers - This Clause 22 only applies to you if you are a business customer.**

- 22.1 The following terms set out our entire liability (including any liability for the acts and omissions of our employees, agents, representatives and sub-contractors) in respect of:
- 22.1.1 any breach of our contractual obligations arising under or in connection with the Contract;
  - 22.1.2 any use by us of any measurements, diagrams, drawings, information or specifications provided by you in order to supply Bespoke Products and Services to you;
  - 22.1.3 any use made by you of the Products and/or Services, any misrepresentation, misstatement or tortious act or omission including negligence but excluding any of the same made fraudulently arising under or in connection with these terms; or
  - 22.1.4 any other provision of these Terms and/or the Contract.

**(a Liability Event).**

- 22.2 Notwithstanding anything to contrary in these terms, nothing in the Contract will limit or exclude our liability for:
- 22.2.1 death or personal injury caused by negligence;
  - 22.2.2 fraud or fraudulent misrepresentation; or
  - 22.2.3 any other losses which cannot be excluded or limited by law.
- 22.3 Subject to Clause 22.2, our total liability in respect of all Liability Events shall be limited to 100% of the Charges paid for the Products and Services under the Contract.
- 22.4 Subject to Clause 22.2, we shall not be liable to you in respect of any Liability Events for any loss or damage which may be suffered by you (or any person claiming through or under you) whether the same are suffered directly or indirectly or are immediate or consequential and whether the same arise in contract tort (including negligence) or otherwise howsoever, which fall within any of the following categories:
- (a) loss of profit;
  - (b) loss of turnover;
  - (c) loss of anticipated savings;
  - (d) loss of goodwill and damage to reputation;

- (e) loss of business opportunity;
- (f) loss or corruption of data;
- (g) loss or corruption of software or systems;
- (h) loss or damage to equipment; or
- (i) any special, indirect or consequential loss;

provided that this Clause 22.4 shall not prevent claims for direct financial loss that are not excluded by Clauses 22.5.1 to 22.5.5 (inclusive)

22.5 We shall not be liable for any damage or losses to the extent they arise result of or in connection with:

22.5.1 any failure by you to observe and perform your obligations under these Terms including to provide accurate measurements or drawings for Bespoke Products;

22.5.2 any unauthorised or incorrect access or use of the Products or Services or use other than in accordance with these Terms or our instructions;

22.5.3 any modification or alteration of the Products or Services by any party other than us;

22.5.4 errors or omissions in any Products or Services to the extent they are based on and/or relate to the measurements, diagrams, drawings, information or a specification provided by you or your employees, agents or representatives to us; or

22.5.5 any actions taken by us at your direction.

22.6 If a number of Liability Events give rise substantially to the same loss, then they shall be regarded as giving rise to only one claim under the Contract.

22.7 We shall have no liability to you in respect of any Liability Event unless you serve notice of the same upon us within 3 months of the date you become aware or ought to have become aware of the consequences of the Liability Event.

## **23 Our rights to end the Contract**

23.1 We can end the Contract and claim compensation due to us if:

23.1.1 you don't make any payment to us when it's due and you still don't make payment within 5 days of our reminding you that payment is due;

23.1.2 you don't provide us with the information or cooperation we need to provide Products and/or Services within a reasonable time of us asking for the same. For example, you fail to provide details or specifications for Bespoke Products; or

23.1.3 you don't allow us to deliver Products to you or collect them from us (as applicable) within a reasonable time. If you have said you will collect a Product but you don't do this within 10 days of us notifying you the products are ready for collection, we will treat the Order as cancelled.

23.2 We may also end all or part of the Contract if one of the circumstances in Clause 4.6 applies.

23.3 **Where you are a business customer**, we can end the Contract with immediate effect by written notice to you if:

- 23.3.1 you commit any material breach of any term of the Contract which is not capable of remedy;
- 23.3.2 you commit a material breach of any term of the Contract which is capable of remedy, and you fail to remedy the same within 30 days of a written notice from us giving particulars of the breach and requiring it to be remedied;
- 23.3.3 you make a proposal for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal for any other composition, scheme or arrangement with (or assignment for the benefit of) its creditors generally or if you shall be unable to pay its debts as they fall due within the meaning of Section 123 of the Insolvency Act 1986 or if a trustee, receiver, administrator, administrative receiver or similar officer is appointed in respect of all or any part of your business or assets or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of your business or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction);
- 23.3.4 you (being an individual but not a consumer) are deemed either unable to pay your debts or having no reasonable prospect of doing so or are the subject of a bankruptcy petition or order;
- 23.3.5 you cease to carry on your business or substantially the whole of your business or threaten to do any of the same;
- 23.3.6 if any event analogous to that set out in Clauses 23.3.3 and 23.3.4 occurs in any jurisdiction in which you are incorporated or resident or carry on your business; or
- 23.3.7 you undergo a Change of Control.

## **24 Your information**

Any personal information that you provide to us will be dealt with in line with our **Privacy Policy** available on our Website, which explains what information we collect and hold about you, and how we collect, store, use and share such information.

## **25 Complaints**

- 25.1 If you are unhappy with us or the Products or Services we have provided to you, please contact us at: [info@simplyplastics.com](mailto:info@simplyplastics.com).

## **26 General**

- 26.1 **Events outside our control.** We shall not be deemed to be in breach of the Contract or otherwise liable to you in any manner whatsoever for any failure or delay in performing our obligations under the Contract due to any event or circumstance beyond our reasonable control, or which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable.
- 26.2 **Warranties.** If you are a business, except as expressly set out in these Terms, all warranties, conditions terms and undertakings, express or implied, statutory or otherwise are excluded to the fullest extent permitted by law.
- 26.3 **Assignment.** You are not allowed to assign, change or otherwise transfer your rights under these terms to anyone without our prior written consent. We may transfer our rights under these terms to another business without your consent, but we will notify you of the transfer

and make sure that your rights are not adversely affected as a result.

- 26.4 **Third Party rights.** The Contract is between you and us. No other person shall have any rights to enforce any terms of the Contract and the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any provisions of the Contract.
- 26.5 **Waiver.** If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking Terms, this will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Products and/or Services, we can still require you to make the payment at a later date.
- 26.6 **Severance.** If any provision of these terms (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of these terms will not be affected.
- 26.7 **If you are a business customer,** any variation to these terms will not be binding unless expressly agreed in writing between you and us.
- 26.8 **If you are a business customer,** you and we both agree that these terms constitute the entire agreement between you and us in relation to your Order. You acknowledge that you have not entered into these terms in reliance on any representation or warranty that is not expressly set out in these terms and that you will have no claim for innocent or negligent misrepresentation on the basis of any statement in these terms.

## 27 Notices.

- 27.1 If we are providing notice to you, we shall send such notice to the email address you provide to us. You can provide notice in connection with the Contract to us by email to: [info@simplyplastics.com](mailto:info@simplyplastics.com).
- 27.2 Any notice shall be deemed to have been received the next working day.
- 27.3 This Clause 27 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## 28 Governing law and jurisdiction

- 28.1 **If you are a consumer,** English law applies to these terms, although if you are resident elsewhere you will retain the benefit of any mandatory protections given to you by the laws of that country. Any disputes will be subject to the non-exclusive jurisdiction of the courts of England and Wales. This means that you can choose whether to bring a claim in the courts of England and Wales or in the courts of another part of the UK or other jurisdiction in which you live.
- 28.2 **If you are a business customer,** these terms and any dispute or claim arising out of, or in connection with, the terms, their subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with English law. You and we both irrevocably agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, these terms, their subject matter or formation (including non-contractual disputes or claims).

**These Terms were last updated in November 2024.**

**Schedule 1- Model Cancellation Form**

*(Complete and return this form only if you are a consumer who has bought Standard Products and wishes to withdraw from the Contract)*

**To: SIMPLY PLASTICS**

Unit B1

Commerce Way

Colchester

Essex

CO2 8HH

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale of the following Standard Products:

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*