

DELIVERY AND RETURNS EXTRACT FROM TERMS AND CONDITIONS (FOR CONSUMERS)

Gibbons Fan Ltd, 20-22 Bedford Row, London, WC1R 4JS

1. Interpretation

- “**Business**” means a person or firm who purchases Products from the Company in the course of a business;
- “**Business Day**” means a day other than a Saturday, Sunday or public holiday in England when banks are open for business;
- “**Customer**” means the Consumer or Business for whom the Company has agreed to provide the Products in accordance with these Terms;
- “**Company**” means Gibbons Fan Products Limited a company registered in England and Wales (company number 09855113) whose registered office is at 20-22 Bedford Row, London, Maldon, WC1R 4JS. Also referred to as us, we or our;
- “**Consumer**” means a person who is not acting in the course of a business;
- “**Contract**” means the contract for the provision of the Products;
- “**Products**” means the fan(s) and/or other products to be provided by the Company to the Customer under the contract for the supply of goods. Product shall be construed accordingly;
- “**Incoterms**” means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made.

- 8.2.1 under the Consumer Contracts (Information, Cancellation and Additional Charges Regulations 2013 (please see clauses 8.3 - 8.8 (inclusive) and 8.12 - 8.14 (inclusive));
- 8.2.2 because of something we have done wrong (please see clauses 8.9, 8.11, 8.12 and 8.14);
- 8.2.3 because the Products are faulty or not as described (please see clauses 9, 8.10 - 8.12 (inclusive) and 8.14)
- 8.3 You have a legal right to cancel a Contract during the period set out below in clause 8.5. 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 any Products, 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.
- 8.4 However, this cancellation right does not apply in the case of:
 - 8.4.1 Products that are made to your specifications or are clearly personalised; and
 - 8.4.2 any Products which become mixed inseparably with other items after their delivery.
- 8.5 Your legal right to cancel a Contract starts from the date on which the Company e-mails you under clause 7.3. Your deadline for cancelling the Contract then depends on what you have ordered and how it is delivered, as set out below:

- A. The terms below are an extract from our full terms and conditions (“Terms”). Therefore, any references to clauses outside of those mentioned here can be found in the full version of the Terms. Please ensure you read all of the Terms before you place an order.
- B. If your Products are under our Warranty or Extended Warranty please refer to clause 19 using the above link, or if your return relates to the Company changing the Terms that apply to your order please see clause 6.1.3, or, if your issue relates to an Event Outside the Company’s Control please see clause 22.

8. Your Consumer right of return and refund

- 8.1 This clause 8 only applies if you are a consumer.
- 8.2 You have three circumstances where you may cancel the contract between us, these are:

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 email confirmation of our acceptance 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.
Your Contract is for either of the following: <ul style="list-style-type: none"> • one Product which is being delivered in 	The end date is 14 days after the day on which you receive the last piece of the Product or the last of the separate Products ordered.

<p>different pieces on separate days.</p> <ul style="list-style-type: none"> multiple Products which are delivered on separate days. 	<p>Example: if we provide you with email confirmation of our acceptance on 1 January and you receive the first piece of your Product or the first of your separate Products on 10 January and the last piece or last separate Product on 15 January you may cancel in respect of all the pieces of the Product 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 Products 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 email confirmation of our acceptance 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>

- (a) if you have received the Products and we have not offered to collect them from you: 14 days after the day on which we receive the Products back from you or, if earlier, the day on which you provide us with evidence that you have sent the Product(s) back to us. For information about how to return Products to us, see clause 8.8 and 8.12;
- (b) if you have not received the Products or you have received them and we have offered to collect them from you: 14 days after you inform us of your decision to cancel the Contract.

8.8 If any Products have been delivered to you before you decide to cancel your Contract:

- 8.8.1 then you must return the Products 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.
- 8.8.2 you can either send the Products back to us to the following address Gibbons Fans Ltd, Woodrolfe Road, Tollesbury, Maldon, Essex, UK, CM9 8RY or hand them over in person Gibbons Fans Ltd, Woodrolfe Road, Tollesbury, Maldon, Essex, UK, CM9 8RY. If we have offered to collect the Products from you as advised in our acceptance email under clause 7.3, we will collect the Products from the address to which they were delivered. We will contact you to arrange a suitable time for collection; and
- 8.8.3 the Products must be returned in their original packaging.

8.6 To cancel the Contract within the cancellation period, you just need to let us know that you have decided to cancel. Please see clause 2.2.1.

8.7 If you cancel your Contract we will:

- 8.7.1 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. For example, you would not be able to use the Products or change the condition of the Products, such as marking or damage. Although you can open the cardboard packaging to see the Products you must not damage the packaging unless you want to keep the Products (see clause 8.8.3);
- 8.7.2 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 1 Business Day at one cost but you choose to have the Product delivered within the same day at a higher cost, then we will only refund what you would have paid for the cheaper delivery option;
- 8.7.3 make any refunds due to you as soon as possible and in any event within the deadlines indicated below:

8.9 You may also end the Contract between us because of something we have done or are going to do (for example, we have told you about a change to the Products or these Terms which you do not agree to, or we have told you about an error in the price or description if the Products you have ordered and you do not wish to proceed, or there is a risk that supply of the Products may be significantly delayed due to an Event Outside Our Control, or you have a legal right to end the Contract because of something we have done wrong). If any of the above applies you must tell us that you would like the Contract between us to end (please see clause 8.11), You must return the Products to us without undue delay, unless we have offered to collect them from you, in which case, we will contact you to arrange a suitable time for collection;

8.10 If you have rejected the Products under clause 9 because they are faulty or mis-described you need to tell us (please see clause 8.11) and return the Products to us (unless we have offered to collect them from you, in which case, we will contact you to arrange a suitable time for collection). Where any Products do not comply with your statutory rights under clause 9 we will provide the legal remedies that are available to you. If this involves a refund (which will include any applicable delivery charges), a refund will be made within 14 days, beginning with the day on which we agree that you are entitled to a refund.

8.11 If clauses 8.9 or 8.10 apply to you, you need to tell us that you want to end the contract between us or reject the Products. To do this you can e-mail us at support@gibbonsfans.com or contact the Company's customer services team by telephone on +44 (0)1621 869999 or inform us by post via Gibbons Fans Ltd, Woodrolfe Road, Tollesbury, Maldon, Essex, CM9 8RY, UK.

8.12 We will pay the costs of return:

- (a) where we have agreed that we will do so;
- (b) if you are ending the Contract under clause 8.9; or
- (c) if you are ending the Contract under clause 8.10 (except we will not pay for the costs of return, if you return the Products in person to the place you took delivery of them),

in all other circumstances you must pay the costs of return.

8.13 If you are responsible for the costs of returning the Products to us and the Product is one which cannot be returned by post, we estimate that if you use the carrier which delivered the Products to you, these costs should not exceed the sums we charged you for delivery. If we have offered to collect the Products from you and we are not required by law to pay for the costs of collection, we will charge you the direct cost to us for the collection. We charge £65.00 plus VAT (£78.00 including VAT) for collection of; ranges FP 5005, 5006, 5007, 5008, 5009, 5010, 5016, 5017, 5018, 5025, 5026, 5027, 5028, 5029, 5030, 5031, 5032, 5033, 5034, 5035, and 5037.

8.14 Any refunds that are made will be on the credit card or debit card used by you to pay. If you used vouchers to pay for the Products, we may refund you in vouchers.

9. If you are a Consumer and the Products are faulty

9.1 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 anything in these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

9.2 Summary of your legal rights:

9.2.1 These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

9.2.2 The Consumer Rights Act 2015 says goods (including any digital content supplied on them) must be as described, fit for purpose and of satisfactory quality. During the expected life of your goods (which is around 24 months if used correctly and in accordance with user instructions) your legal rights entitle you to the following:

- (a) up to 30 days: if your item is faulty, then you can get a refund; and

- (b) up to 6 months: if your faulty item cannot be repaired or replaced, then you're entitled to a full refund in most cases.

16. Delivery for Consumers

16.1 The Company will contact you with an estimated delivery date, which will be within 30 days (unless agreed otherwise between us) after the date on which we e-mailed you to confirm our acceptance of your order if you are in the UK or the European Union. However, if you are outside of the UK or European Union the time period within which the Products will be delivered to you may be longer. Occasionally our delivery to you may be affected by an Event Outside the Company's Control. See clause 22 for our responsibilities when this happens.

16.2 If no one is available at your address to take delivery, our courier will leave you a note that the Products have been returned to the couriers' depot, in which case, please contact them to rearrange delivery. If you are unable to contact the courier please contact us instead.

16.3 Delivery of an order shall be completed when we:

- 16.3.1 deliver the Products to the address you gave us; or
- 16.3.2 if the Products are being collected, were you, or a carrier (organised by you), collect the Products from us,
the Products will be your responsibility from then on.

16.4 You own the Products once we have received payment in full, including all applicable delivery charges.

16.5 If we miss the 30 day delivery deadline for any Products then you may cancel your order straight away if any of the following apply:

- 16.5.1 we have refused to deliver the Products;
- 16.5.2 delivery within delivery deadline was essential (taking into account all the relevant circumstances); or
- 16.5.3 you told us before we accepted your order that delivery within the delivery deadline was essential.

16.6 If you do not wish to cancel your order straight away, or do not have the right to do so under clause 16.5, 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.

16.7 If you do choose to cancel your order for late delivery under clause 16.5 or clause 16.6, 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.

17. International delivery

- 17.1 We deliver to the countries listed on this page <http://www.gibbonsfans.com/media/resources/PDF/Shipping%20Costs.pdf> (“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.
- 17.2 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.
- 17.3 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.
- 17.4 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 by ordering our Products.