

Montpellier

THE PERFECT BALANCE OF FUNCTION, STYLE AND RELIABILITY

LAUNDRY - DISHWASHING - COOKING - COOLING



Montpellier
Priority Partner

Agency Agreement

April 2017

Priority Partner Programme

- YOUR SUCCESS IS OUR PRIORITY -

The Montpellier Priority Partner Programme (PPP) relies exclusively on our partnership approach to selling our products. That's why we've used our decades of experience delivering major domestic appliances through the independent electrical retailer channel to develop this agreement.

Our partner programme has been specifically designed to focus on your business priorities of Margin, Market Share and Customer Satisfaction whilst protecting your sales opportunities. PPP products have been carefully selected to offer you not only great value for money and performance but also an opportunity to give your customer what they need and still return a great margin opportunity for you.

From in-store displays for specialist centres, training and essential guides right through to customised promotions and point of sale, we'll do everything we can to help you achieve more sales. PPP offers you a service-focused approach with benefits and a product range to meet your needs.

Benefits include:

- Exclusive products just for Priority Partners
- Exclusive brand promotions and marketing support
- Turnover driven rebate

We put you, your business and your customers at the heart of everything we do.



Montpellier
Priority Partner

THIS AGREEMENT is dated.....

PARTIES

(1) **MONTPELLIER DOMESTIC APPLIANCES LIMITED**, a company incorporated and registered in England and Wales with company number 09158049 whose registered office is at Unit 1, Tewkesbury Retail Park, Northway Lane, Tewkesbury, Gloucestershire GL20 8JU (Montpellier).

(2) [.....],
[.....],
a company incorporated and registered in England and Wales with company number [.....] and VAT number [.....] whose registered office is at [.....]
[.....]
[.....] (Agent).

BACKGROUND

- (A) Montpellier wishes to appoint the Agent as its non-exclusive agent for the promotion and sale of Products within the Territory.
- (B) The Agent's activities under this agreement are secondary to, and separate from, its activities as a reseller of goods.
- (C) The Agent agrees to act in its dealings with consumers as an agent strictly in accordance with the terms and conditions of this agreement.

AGREED TERMS

1. DEFINITIONS

The following definitions apply in this agreement.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Commencement Date: [.....].

Intellectual Property: patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights owned or used by Montpellier, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Net Price: in relation to any Products, the price actually charged to the consumer less any value added or other sales tax thereon included in the price and any discounts, rebates or returns.

Products: the products of the type and specification advertised by Montpellier for sale through its agents on the Website from time to time, and which Montpellier grants the Agent a right to promote and sell in the Stores in its capacity as authorised agent of Montpellier.

Stores: the **Agent's physical store(s)** at [.....]
[.....]
the **Agent's "online" store** at [.....]
[.....]
and such other physical or online stores as may be agreed by Montpellier from time to time.

Territory: the United Kingdom.

Website: Montpellier's website at www.montpellier-appliances.com.

Year: the period of 12 months from the Commencement Date and each consecutive period of 12 months thereafter during the period of this agreement.

2. APPOINTMENT

- 2.1** Montpellier appoints the Agent as its non-exclusive agent to promote and sell the Products in the Territory in their Stores on behalf of Montpellier on the terms of this agreement and the Agent accepts the appointment on those terms.
- 2.2** The Agent shall not, outside the Stores nor outside the Territory, actively market the Products nor solicit any orders for the Products and shall promptly refer to Montpellier all orders and enquiries it receives for the Products from outside the Territory.
- 2.3** The Agent shall not, except with Montpellier's prior written consent, during the term of this agreement and for a period of two years following the termination or expiry of this agreement, act as agent for the promotion or sale of any goods in the Territory which compete with the Products.

3. AGENT'S OBLIGATIONS

The Agent undertakes and agrees at all times during the term of this agreement:

- 3.1** to act towards Montpellier conscientiously and in good faith and not to allow its interests to conflict with the duties that it owes to Montpellier under this agreement and the general law;
- 3.2** except as authorised by Montpellier, not to act in a way which will incur any liabilities on behalf of Montpellier nor to pledge the credit of Montpellier;
- 3.3** to comply with all reasonable and lawful instructions of Montpellier from time to time concerning the marketing and sale of the Products in the Territory in their Stores, and generally to carry out its agency in such manner as it thinks best to promote the interest of Montpellier;
- 3.4** to act in accordance with sound commercial principles in its relations with consumers and potential consumers in the Territory and to do nothing which Montpellier considers could be prejudicial to its goodwill or commercial interests;
- 3.5** to describe itself in all dealings with the Products and in all associated advertising and promotional material and (if any description is provided there) at its premises as "authorised Montpellier agent";
- 3.6** to maintain at its own expense appropriate offices, stores and display and administration facilities and systems as may be necessary for the effective performance of its duties under this agreement;
- 3.7** to keep Montpellier fully and promptly informed of conditions and developments in the market for and use of the Products in the Territory (whether advantageous or disadvantageous to Montpellier), of competing products and the activities of Montpellier's competitors in the Territory and to perform market research accordingly;
- 3.8** not to use any marketing, promotional or technical materials in connection with the Products other than those supplied by Montpellier or previously approved in writing by Montpellier and, in particular, when acting as an agent, not to advertise or promote the Products at a price other than those prices advertised by Montpellier on the Website;
- 3.9** to inform Montpellier promptly of any complaint or after-sales enquiry concerning the Products received by the Agent, and keep Montpellier informed of the progress of any such enquiry or complaint;
- 3.10** without prejudice to clause 3.9, to deal promptly with any complaint or after-sales enquiry concerning the Products received by the Agent on Montpellier's behalf in accordance with Montpellier's instructions;
- 3.11** to keep all Products which it holds pending delivery to or collection by consumers or which are otherwise under its control in conditions notified to and approved by Montpellier or (in the absence of such notification) which are appropriate for their storage and security all at its own cost, stored separately from other goods and clearly indicated as belonging to Montpellier;
- 3.12** to ensure that the Agent is in receipt of cleared funds before Products are delivered to the consumer and keep a record and proof of all payments received;

- 3.13** not without prior reference to Montpellier (and then only acting strictly on Montpellier's express instructions) on behalf of Montpellier to take part in any dispute or commence or defend any court or other dispute proceedings or settle or attempt to settle or make any admission concerning any such proceedings;
- 3.14** to comply with all laws and regulations relating to its activities under this agreement, as they may change from time to time, and with any conditions binding on it in any applicable licences, registrations, permits and approvals;
- 3.15** to indemnify Montpellier against:
- (a) any liabilities incurred by Montpellier as a result of the Agent breaching any law from time to time in force in the Territory or the incurring of which is otherwise not authorised by Montpellier hereunder; and
 - (b) all losses, liabilities and expenses arising from the Agent's breach of clause 3.12.
- 3.16** to allow Montpellier's authorised representatives at any reasonable time to have access to the Agent's premises (or to arrange for Montpellier's authorised representatives to have access to other relevant premises) for the purpose of inspecting the Agent's books and records and for inspecting or taking stock of or possession of any of Montpellier's property which is in the Agent's possession, custody or control.

4. SALE OF PRODUCTS

- 4.1** Ensure that all sales of the Products by the Agent, either on-line or in-store, on behalf of Montpellier shall be at the prices specified on the Website from time to time, subject to any discounts or deductions as Montpellier may allow.
- 4.2** All sales of the Products by the Agent on behalf of Montpellier shall be on Montpellier's standard terms and conditions for the sale of the Products in the Territory as varied from time to time (a copy of the current version of Montpellier's standard terms and conditions for sales in Stores is attached as Schedule 1 and Montpellier's standard terms and conditions for sales via the Agent's online store is attached as Schedule 2) or on such other terms and conditions as Montpellier may at any time specify in writing to the Agent.
- 4.3** The Agent shall, in the course of dealing with consumers and prospective consumers for the Products, either on-line or in-store, bring to their notice Montpellier's terms and conditions referred to in clause 4.2.
- 4.4** The Agent shall not, without Montpellier's prior written consent, make or give any representations, warranties or other promises concerning the Products beyond those contained in Montpellier's standard terms and conditions referred to in clause 4.2.
- 4.5** Notwithstanding the restrictions set out in clause 4 above, the Agent shall be entitled to offer for sale on its own account any insurance-based extended warranty scheme to customers.
- 4.6** When additional services and or products are sold to the consumer outside of the scope of this agreement, the Agent will ensure that such additional services and products are invoiced to the consumer separately from the Products sold to the consumer under this agreement, and that the consumer receives a separate receipt for such additional services and products.
- 4.7** The Agent shall not become the owner of any Products nor of any other goods delivered from Montpellier to the Agent.
- 4.8** The Agent undertakes and agrees at all times during the term of this agreement that it shall not:
- (a) request or require Montpellier to supply any Product until the Agent has (acting on Montpellier's behalf) entered into an agreement with a consumer for the sale of that Product;
 - (b) display different pricing for the Products than that displayed on the Website at that time (including via the use of discounts, vouchers or off-ticket pricing), or use the wording 'price on application' in respect of any Products; nor

(c) give away free products with any Product unless approved in advance by Montpellier in writing.

- 4.9** The Agent may, subject to a separate agreement with Montpellier, purchase products from Montpellier and resell them as principal. Such products shall fall outside the scope of this agreement, and the terms of this agreement shall not apply to such products.

5. MONTPELLIER'S OBLIGATIONS

Montpellier undertakes and agrees with the Agent during the term of this agreement:

- 5.1** to act at all times in its relations with the Agent in good faith;
- 5.2** to supply to the Agent at Montpellier's own expense such sales and promotional literature and such technical, market and other support as the Agent may reasonably require from time to time for the purposes of promoting and selling the Products both on-line and in-store;
- 5.3** where appropriate, to inform the Agent within a reasonable time if any contract concluded on its behalf by the Agent will not be performed by it, and of the reason for such non-performance; and
- 5.4** subject to clause 5.3, to perform any contracts for the sale of the Products made on its behalf by the Agent under this agreement without undue delay.

6. CONSUMER PAYMENTS

- 6.1** Unless otherwise agreed by Montpellier in writing, the Agent shall:
- (a) where the consumer is proposing to pay for the Products by credit or debit card, take the consumer's credit or debit card details at the time of the consumer's order and charge the consumer's credit or debit card for the full payment only when the Agent has notified the consumer that the Products are available for collection or delivery; and/or
- (b) in all other cases, collect full payment from consumers at or before the time the Agent has notified the consumer that the Products are available for collection or delivery; in a form required by, and subject to any overriding requirements of, the law of the Territory.
- 6.2** Without prejudice to clause 6.1, the Agent shall ensure that each and every consumer who purchases Products is given a valid VAT invoice in the form of a receipt in the Agent's usual format which is then placed in the Montpellier-branded receipt-holder or if the Products are purchased online, the agent will ensure that the consumer is provided with all the necessary information, so as to guarantee that:
- (a) Montpellier is compliant with the rules regarding the issuance of VAT invoices on the sale of Products; and
- (b) the consumer is aware that the sale has been completed as between Montpellier who's company number is 9158049 and VAT registration is 230578417 and the consumer.
- 6.3** The Agent shall collect and hold as trustee in a separate bank account all monies received from the consumer in respect of such sales or otherwise. The Agent shall transfer to Montpellier the sums collected and held by the Agent from the consumer in respect of such sales or otherwise within 30 days of the end of the month in which the Product was delivered by Montpellier to the Agent. At Montpellier's sole discretion, Montpellier may set off against any sums payable by the Agent under this clause 6.3 the amount of any commission due to the Agent under clause 7.

7. COMMISSION AND PAYMENTS

- 7.1** Montpellier shall (subject to the Agent performing its obligations under this agreement) pay to the Agent a commission based on a percentage of the Net Price of all Products for which the Agent concludes a sale contract on behalf of Montpellier pursuant to and during the term of this agreement; provided that

- (a) the rate of commission shall be as notified by Montpellier to the Agent from time to time; and
 - (b) the commission shall be repayable by the Agent in respect of any Products that are subsequently returned by the consumer for a refund, or any contracts that are subsequently cancelled by the consumer in accordance with their contractual or statutory rights, and may be set off by Montpellier against sums otherwise due to the Agent under this agreement.
- 7.2** Commission shall become due to the Agent as soon as and to the extent that Montpellier receives payment in respect of the sale of the relevant Products from or on behalf of the consumer and shall be paid in accordance with clause 7.3.
- 7.3** The Agent warrants that it is registered for the purposes of VAT with HM Revenue & Customs and agrees that:
 - (a) Montpellier may self-bill the commission due to the Agent, provided that the Agent;
 - (i) will not raise any VAT invoice in respect of the commission: and
 - (ii) will notify Montpellier immediately if the Agent ceases to be VAT-registered, transfers its business to a third party or becomes registered under a different VAT number
 - (iii) shall be liable to HMRC for payment of the VAT element of the commission.
- 7.4** Subject to Montpellier exercising its discretion in accordance with clause 6.3, Montpellier shall pay the Agent the commission due under this agreement by no later than the end of the month after receipt of the sums transferred to Montpellier pursuant to clause 6.3. All sums payable under this agreement are exclusive of any value added tax or other applicable sales tax, which shall be added to the sum in question.
- 7.5** If any dispute arises as to the amount of commission payable by Montpellier to the Agent, the same shall be referred to Montpellier's auditors for settlement and their certificate shall be final and binding on both parties.
- 7.6** If a party fails to make any payment due to the other party under this agreement by the due date for payment, then the defaulting party shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount.

8. INTELLECTUAL PROPERTY

- 8.1** The Agent acknowledges that Montpellier's rights to the Intellectual Property used on or in relation to the Products and Montpellier's business and the goodwill connected with that are Montpellier's property.
- 8.2** The Agent accepts that:
 - (a) it is permitted to use the Intellectual Property only for the purposes of and during the term of this agreement and only as authorised by Montpellier hereunder;
 - (b) other than to that extent, it has and shall have no right to use or to allow others to use the Intellectual Property or any part of it. It shall not seek to register any Intellectual Property on behalf of Montpellier without Montpellier's express consent;
 - (c) it shall not use any trade marks, trade names or get-up which resemble Montpellier's trade marks, trade names or get-up and which would therefore be likely to confuse or mislead the public or any section of the public;
 - (d) it shall not remove, alter or otherwise tamper with any trade marks, trade names, logos, numbers or other means of identification on the Products or the packaging therefore which come into the Agent's possession, custody or control, and shall not place any trade mark or trade name of its own on the Products or any packaging or other materials used in connection therewith; and

(e) it shall not do or omit to do, or authorise any third party to do or to omit to do, anything which could invalidate or be inconsistent with the Intellectual Property.

8.3 The Agent shall, at the request and expense of Montpellier, take all such steps during the term of this agreement as Montpellier may reasonably require to assist Montpellier in maintaining the Intellectual Property as valid and effective, or to take or defend any court or other dispute proceedings concerning intellectual property matters.

9. ADVERTISING AND PROMOTION

9.1 The Agent shall:

- (a) be responsible for the advertising and promotion of the Products in the Stores, provided that the production and use by the Agent of any advertising materials and promotional literature in relation to the Products not provided by Montpellier shall be subject to the prior written consent of Montpellier;
- (b) display advertising materials and other signs provided by Montpellier;
- (c) observe all directions and instructions given to it by Montpellier in relation to promotion and advertisement of the Products, and shall not make any written statement as to the quality or manufacture of the Products without the prior written approval of Montpellier;
- (d) not use a third-party website to promote and sell the Products without the prior written approval of Montpellier;
- (e) ensure that its contact details (including store address and postcode, telephone number and email address) remain accurate and up-to-date when displayed on the Website or any other media (including the Agent's own website and third-party websites) approved by Montpellier for the purpose of promoting and selling the Products; and
- (f) ensure that any and all links to the Website (whether from the Agent's own website or otherwise) comply with any and all directions and instructions given to it by Montpellier from time to time.

10. LIMITATION OF LIABILITY

10.1 Nothing in this agreement shall limit or exclude the liability of either party:

- (a) for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- (b) for fraud or fraudulent misrepresentation;
- (c) under section 2(3) of the Consumer Protection Act 1987;
- (d) for liability under the indemnity contained in clause 3.15; nor
- (e) for any matter in respect of which it would be unlawful to exclude or restrict liability.

10.2 Subject to clause 10.1 above:

- (a) Montpellier shall not, under any circumstances whatsoever, be liable to the Agent, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:
 - (i) any loss of profit, revenue, or anticipated savings; or
 - (ii) any loss that is an indirect or secondary consequence of any act or omission of Montpellier;
- (b) the total liability of Montpellier for damage to property caused by the negligence of its employees in connection with this agreement shall be limited to £1 million for any one event or series of connected events; and
- (c) the total liability of Montpellier to the other in respect of all other loss or damage arising under or in connection with this agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount of commission payable to the Agent pursuant to this agreement in the previous 12 months (to be calculated on a pro-rata basis during the first Year).

11. DURATION

- 11.1** This agreement shall commence on the Commencement Date.
- 11.2** Unless terminated earlier in accordance with law or clause 12 or clause 14.1, it shall continue for an initial term of one Year and thereafter, until one party gives the other party written notice to terminate in accordance with clause 11.3 to expire on or after the expiry date of the initial term.
- 11.3** For the purposes of clause 11.2, the notice period shall be not less than:
- (a) one month where the expiry date is at the end of the initial term; or
 - (b) three months thereafter.

12. TERMINATION

- 12.1** Without affecting any other right or remedy available to it, Montpellier may terminate this agreement with immediate effect by giving written notice to the Agent if:
- (a) the Agent commits a material breach of any term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
 - (b) the Agent repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that the Agent's conduct is inconsistent with the Agent having the intention or ability to give effect to the terms of this agreement;
 - (c) the Agent suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts, commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, passes a resolution or has an order made for the winding up of the Agent, a person becomes entitled to appoint a receiver over the assets of the Agent, or an event occurs or proceeding is take, with respect to the Agent which has an equivalent or similar effect; or
 - (d) the Agent suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of the Agent's business.
- 12.2** Termination of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.
- 12.3** On termination of this agreement:
- (a) the Agent shall cease to promote, market, advertise or sell the Products;
 - (b) the Agent shall immediately cease to describe itself as an authorised agent of Montpellier and cease to use all trade marks, trade names and brand names of Montpellier; and
 - (c) the Agent shall at its own expense within 30 days return to Montpellier all stocks of the Products (other than any for which it has accepted orders from customers before the date of termination), samples and any advertising, promotional or sales material relating to the Products then in the possession of the Agent, or otherwise dispose of the same as Montpellier may instruct.
- 12.4** On termination of this agreement, the provisions of clause 7 shall continue in force in relation to all sales of the Products where the sale has been concluded before the date of termination.
- 12.5** On termination of this agreement, the following clauses shall continue in force:
- (a) Clause 2.3;
 - (b) Clauses 3.9, 3.10, 3.15 and 3.16;
 - (c) Clauses 8.1 and 8.2;
 - (d) Clause 9;
 - (e) Clause 12; and
 - (f) Clause 14.3.

13. INTERPRETATION

13.1 In this agreement, a reference to:

- (a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a company shall include any company, corporation or other body corporate, wherever and however incorporated or established;
- (c) any party shall include that party's personal representatives, successors and permitted assigns;
- (d) a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time, and shall include all subordinate legislation made from time to time under that statute or statutory provision;
- (e) writing or written includes fax and email; and
- (f) a clause or Schedule is to a clause or Schedule of this agreement, and a reference to a paragraph is to a paragraph of the relevant Schedule.

13.2 In this agreement:

- (a) words in the singular shall include the plural and vice versa, and a reference to one gender shall include a reference to the other genders;
- (b) any obligation on a person not to do something includes an obligation not to agree or allow that thing to be done; and
- (c) any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

13.3 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.

13.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement and any reference to this agreement includes the Schedules.

14. GENERAL

14.1 Force Majeure. Montpellier shall not be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for 90 days or more, Montpellier may terminate this agreement by giving written notice to the Agent.

14.2 Assignment and other dealings.

- (a) The Agent shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement without Montpellier's prior written consent.
- (b) Montpellier may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under this agreement.

14.3 Confidentiality.

- (a) The Agent undertakes that it shall not at any time during this agreement, and for a period of five years after termination of this agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of Montpellier, except as permitted by clause 14.3(b).
- (b) The Agent may disclose Montpellier's confidential information:
 - (i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the Agent's obligations under this agreement. The Agent shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses Montpellier's confidential information comply with this clause 14.3(b); and
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

(c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under this agreement.

- 14.4** Entire agreement. This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 14.5** Variation. No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 14.6** Waiver. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:
- (a) Waive that or any other right or remedy.
 - (b) Prevent or restrict the further exercise of that or any other right or remedy.
- 14.7** Severance. If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.
- 14.8** Notices.
- (a) Any notice or other communication given to a party under or in connection with this agreement shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or email.
 - (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 14.8(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email, one Business Day after transmission.
 - (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 14.9** Third party rights. No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.
- 14.10** Governing law. This agreement, 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.
- 14.11** Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the commencement date stated at the beginning of it.

Section 1. Getting Started

PLEASE COMPLETE IN BLOCK CAPITALS

Date

Monies held in trust limit

How did you hear about us?

If you are PLC or Limited company then please complete **Section 2.**
If you are a Sole Trader, Partnership or any other type of
Unincorporated Business, please complete **Section 3.**

April 2017 (version 1)

Section 2. General Information- Ltd/ PLC

Company Name

Company Registration Number

VAT Number

Date of Incorporation

Trading Name (If different)

Trading Address

Telephone Number

Post Code

Mobile Number

Fax Number

Email

Website

Registered Office Address

Post Code

Invoice Address

Post Code

Delivery Address if different from above

Post Code

Details of Directors

Name

Position in Business

Home Address

Post Code

Mobile

Name

Position in Business

Home Address

Post Code

Mobile

Name

Position in Business

Home Address

Post Code

Mobile

Name

Position in Business

Home Address

Post Code

Mobile

Section 3. General Information - Sole Trader. Partnership

Sole Trader ☐ Partnership ☐ Other ☐

Full Business Name

VAT Number

Trading Name (If different)

Trading Address

Telephone Number

Post Code

Mobile Number

Fax Number

Email

Website

Invoice Address if different from above

Post Code

Delivery Address if different from above

Post Code

Date Business commenced

Details of Principles, Partners, Proprietors

Name

Position in Business

Home Address

Post Code

Mobile

Name

Position in Business

Home Address

Post Code

Mobile

Name

Position in Business

Home Address

Post Code

Mobile

Name

Position in Business

Home Address

Post Code

Mobile

Section 4. Helping us to help you

Key contact list

Sales

Email Address

Telephone Number

Mobile Number

Finance

Email Address For Request For Payment

Telephone Number

Mobile Number

Other Contacts

Sales

Email Address

Telephone Number

Mobile Number

Sales

Email Address

Telephone Number

Mobile Number

Delivery information

Booking in required

Yes☐

No☐

Booking in Contact

Waiting/parking restrictions

Opening /closing times

From

To

Lunchtime Opening /closing times

From

To

Additional special instructions

Before signing this agreement we would like to draw your attention to the following terms and conditions:

Agent Agrees:

- 3.12** to keep a record and proof of all payments received
- 3.15** to indemnify Montpellier against any liabilities incurred by Montpellier as a result of the Agent breaching any law from time to time in force in the Territory or the incurring of which is otherwise not authorised by Montpellier hereunder;
- 3.16** to allow Montpellier's authorised representatives at any reasonable time to have access to the Agent's premises (or to arrange for Montpellier's authorised representatives to have access to other relevant premises) for the purpose of inspecting the Agent's books and records and for inspecting or taking stock of or possession of any of Montpellier's property which is in the Agent's possession, custody or control.
- 4.1** Ensure that all sales of the Products by the Agent on behalf of Montpellier shall be at the prices specified on the Website from time to time, subject to any discounts or deductions as Montpellier may allow.
- 4.3** The Agent shall, in the course of dealing with customers and prospective customers, both online or in-store, for the Products, bring to their notice Montpellier's terms and conditions referred to in clause 4.2.
- 6.1** Unless otherwise agreed by Montpellier in writing, the Agent shall:
- (a) where the consumer is proposing to pay for the Products by credit or debit card, take the consumer's credit or debit card details at the time of the consumer's order and charge the consumer's credit or debit card for the full payment only when the Agent has notified the customer that the Products are available for collection or delivery;
 - and/or
 - (b) in all other cases, collect full payment from consumers at or before the time the Agent has notified the consumer that the Products are available for collection or delivery; in a form required by, and subject to any overriding requirements of, the law of the Territory.
- 6.2** Without prejudice to clause 6.1, the Agent shall ensure that each and every consumer who purchases Products is given a valid VAT invoice in the form of a receipt in the Agent's usual format which is then placed in the Montpellier-branded receipt-holder or if the Products are purchased online, the agent will ensure that the consumer is provided with all the necessary information, so as to guarantee that:
- (a) Montpellier is compliant with the rules regarding the issuance of VAT invoices on the sale of Products; and
 - (b) the consumer is aware that the sale has been completed as between Montpellier who's company number is 9158049 and VAT registration is 230578417 and the consumer.
- 6.3** The Agent shall collect and hold as trustee in a separate bank account all monies received from the consumer in respect of such sales or otherwise. The Agent shall transfer to Montpellier the sums collected and held by the Agent from the consumer in respect of such sales or otherwise within 30 days of the end of the month in which the Product was delivered by Montpellier to the Agent. At Montpellier's sole discretion, Montpellier may set off against any sums payable by the Agent under this clause 6.3 the amount of any commission due to the Agent under clause 7.
- 7.3** The Agent warrants that it is **registered for the purposes of VAT with HM Revenue & Customs and agrees that:**
- (a) Montpellier may self-bill the commission due to the Agent, provided that the Agent;
 - (b) the Agent will not raise any VAT invoice in respect of the commission; and
 - (c) the Agent will notify Montpellier immediately if the Agent ceases to be VAT- registered, transfers its business to a third party or becomes registered under a different VAT number.
- (d) The agent shall be liable to HMRC for the payment of VAT element of their commission.
- 7.4** Subject to Montpellier exercising its discretion in accordance with clause 6.3, Montpellier shall pay the Agent the commission due under this agreement by no later than **the end of the month** after receipt of the sums transferred to Montpellier pursuant to clause 6.3.

Please arrange for this form to be signed by an authorised signature for the business and returned to the undersigned.

- 1. Fax it to our Credit Control Department : **03333 234 474**
- 2. Email it to: **newaccounts@montpellier-appliances.com**
- 3. Post it to us, attention New Accounts Department: **Montpellier Domestic Appliances Ltd, Unit 1, Tewkesbury Retail Park, Northway Lane, Tewkesbury Gloucestershire GL20 8JU**

.....

I / We have read the attached agency agreement and fully accept them as the terms that will apply to all agency orders placed with Montpellier Domestic Appliances Ltd. I / We understand that no variance of these terms will apply without written consent from a Director of Montpellier Domestic Appliances Ltd. I / We agree that by signing this form, I/We give the authority to you to approach a third party to carry out the appropriate credit checks. I/We also agree that by entering into this contract the details provided may be used for marketing purposes.

☐ Please tick here to confirm you have read and understood the terms of this Agency Agreement and the information provided is correct.

Payment terms

The above trading terms are offered on the understanding that all requests for payment are settled in full, no later than 30 days after the month of invoice date.

SIGNED on behalf of [.....] by:

Signature:.....

Name (print):.....

Position:.....

SIGNED on behalf of MONTPELLIER DOMESTIC APPLIANCES LIMITED by:

Signature:.....

Name (print):.....

Position:.....

Schedule 1. Montpellier store consumer terms of sale

1. THESE TERMS

- 1.1 What these terms cover.** These are the terms and conditions on which we supply products to you, whether these are goods (for example, electronic appliances or spare parts) or services (for example, delivery, repair, maintenance or installation services).
- 1.2 Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 Who we are.** We are Montpellier Domestic Appliances Limited, a company registered in England and Wales. Our company registration number is 09158049 and our registered office is at Unit 1, Tewkesbury Retail Park, Northway Lane, Tewkesbury, Gloucestershire, GL20 8JU. Our registered VAT number is 230 5784 17
- 2.2 Our network of agents.** We operate a network of independent agents who provide various services on our behalf which, in turn, enable us to supply our products to you. That agent will be responsible for processing your order and providing your after-sales care.
- 3. HOW TO CONTACT US**
- 3.1 How to contact our agent.** Your agent will be the retail store at which you place your order. Please contact our agent in the first instance for any query regarding your order or our products generally.
- 3.2 How to contact us.** You can contact us by telephoning our customer service team at 03333 234 473 or by writing to us at Unit 1 Tewkesbury Retail Park, Northway Lane, Tewkesbury, GL20 8JU or customerservices@montpellier-appliances.com If your query relates to your order, we may refer you to our agent in the first instance.
- 3.3 How we may contact you.** If we or our agent has to contact you, we/they will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 3.4 "Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

4. OUR CONTRACT WITH YOU

- 4.1 Your order number.** We will assign an order number to your order and tell you what it is when we confirm your order. It will be helpful if you can tell our agent the order number whenever you contact our agent about your order.
- 4.2 How we will accept your order.** Our acceptance of your order will take place when our agent contacts you to confirm that the goods you have ordered are available for delivery, at which point a contract will come into existence between you and us.
- 4.3 If we cannot accept your order.** If we are unable to accept your order, our agent will inform you of this and you will not be charged for the products. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because the product may be out-of-stock or no longer available to purchase in the United Kingdom.
- 4.4 We only sell to the UK.** Unfortunately, we do not accept orders or deliver to addresses outside the UK.

5. OUR PRODUCTS

- 5.1 Products may vary slightly from their pictures.** The images of the products in our promotional materials (including our brochures and website) are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images.
- 5.2 Product packaging may vary.** The packaging of the product may vary from that shown on images on our website.

6. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the product you have ordered please contact our agent as soon as possible. Our agent will let you know if the change is possible. If it is possible, our agent will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

7. OUR RIGHTS TO MAKE CHANGES

- 7.1 Minor changes to the products.** We or our manufacturers may change the products to reflect changes in relevant laws and regulatory requirements, or to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the products.
- 7.2 More significant changes to the products and these terms.** In addition, we or our manufacturers may make more significant changes to the products, but if we do so we will notify you and you may then contact us to cancel your order and receive a full refund.

8. PROVIDING THE PRODUCTS

- 8.1 Delivery costs.** The costs of delivery will be notified to you during the order process or, if not, as set out in our current price list.
- 8.2** When our agent will provide the products. Our agent will contact you to confirm that the products have arrived in-store and are available for collection, or to agree a delivery date, which will be within 30 days after the day on which we accept your order in accordance with clause 4.2.
- 8.3 We are not responsible for delays outside our control.** If the delivery of the products is delayed by an event outside our or our agent's control then our agent will contact you as soon as possible to let you know and will take steps to minimise the effect of the delay. Provided our agent does this, neither we nor our agent will be liable for delays caused by the event. If there is a risk of the delay exceeding 30 days, you may contact our agent to cancel the contract and receive a refund for any products you have paid for but not received.
- 8.4 Collection by you.** If you have asked to collect the products from our agent's premises, you can collect them at any time during our agent's normal working hours. Please contact our agent for confirmation of their normal working hours.
- 8.5 If you are not at home when the product is delivered.** If no one is available at your address to take delivery and the products cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange delivery or collect the products from our agent.
- 8.6 If you do not re-arrange delivery.** If you do not collect the products from our agent as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from our agent, our agent will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our agent's reasonable efforts, our agent is unable to contact you or re-arrange delivery or collection, we may cancel the contract and clause 11.2 will apply.
- 8.7 Your legal rights if we deliver late.** You have legal rights if we or our agent deliver any products late. If we or our agent miss the delivery deadline for any products then you may treat the contract as cancelled straight away if any of the following apply:
(a) we have or our agent has refused to deliver the products;
(b) delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
(c) you told our agent before your order was accepted that delivery within the delivery deadline was essential.
- 8.8 Setting a new deadline for delivery.** If you do not wish to treat the contract as at an end straight away, or do not have the right to do so under clause 8.7, you can give our agent a new deadline for delivery, which must be reasonable, and you can treat the contract as cancelled if our agent does not meet the new deadline.
- 8.9 Ending the contract for late delivery.** If you do choose to treat the contract as cancelled for late delivery under clause 8.7 or clause 8.8, you can cancel your order for any of the products or reject products that have been delivered. If you wish, you can reject or cancel the order for some of those products (not all of them), unless splitting them up would significantly reduce their value. After that, our agent will refund any sums you have paid for the cancelled products and their delivery. If the products have been delivered to you, you must either return them in person to our agent, post them back to our agent or (if they are not suitable for posting) allow our agent to collect them from you. We will pay the costs of postage or collection. Please contact our agent for a return label or to arrange collection.
- 8.10 When you become responsible for the product.** The product will be your responsibility from the time our agent delivers the product to the address you gave us or you (or a person authorised by you) collects it from us.
- 8.11 When you own goods.** You own the product once we have received payment in full.
- 8.12 What will happen if you do not provide necessary information.** We and our agent may need certain information from you so that we can supply the products to you. If so, this will have been stated in the description of the products on our website. Our agent will

contact you to ask for this information. If you do not provide this information within a reasonable time of our agent asking for it, or if you give our agent incomplete or incorrect information, we may either cancel the contract (and clause 11.2 will apply) or our agent may make an additional charge of a reasonable sum to compensate it for any extra work that is required as a result. Neither we nor our agent will be responsible for supplying the products late or not supplying any part of them if this is caused by you not providing necessary information within a reasonable time of our agent asking for it.

- 8.13 Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product to:
- (a) deal with technical problems or make minor technical changes;
 - (b) update the product to reflect changes in relevant laws and regulatory requirements;
 - (c) make changes to the product as requested by you or notified by us to you (see clause 7).

- 8.14 Your rights if we suspend the supply of products.** Our agent will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. You may contact our agent to cancel the contract for a product if we suspend it, or our agent tells you we are going to suspend it, in each case for a period of more than 30 days and our agent will refund any sums you have paid in advance for the product in respect of the period after you cancel the contract.

- 8.15 We may also suspend supply of the products if you do not pay.** If you do not pay our agent for the products when you are supposed to (see clause 13.4), we may suspend supply of the products until you have paid the outstanding amounts. Our agent will contact you to tell you we are suspending supply of the products. We will not suspend the products where you dispute an unpaid invoice (see clause 13.6). As well as suspending the products, we can also charge you interest on your overdue payments (see clause 13.5).

9. YOUR RIGHTS TO END THE CONTRACT

- 9.1 You can always end your contract with us.** Your rights when you cancel the contract will depend on what you have bought, whether there is anything wrong with it, how we and our agent are performing and when you decide to cancel the contract:

- (a) If what you have bought is faulty or misdescribed, you may have a legal right to end the contract (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), see clause 12;
- (b) If you want to end the contract because of something we have done or have told you we are going to do, see clause 0;
- (c) If you have just changed your mind about the product, see clause 1.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods;
- (d) In all other cases (if we are not at fault and there is no right to change your mind), see clause 9.6.

- 9.2 Ending the contract because of something we have done or are going to do.** If you are cancelling a contract for a reason set out at (a) to (e) below, the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming significant change to the product which you do not agree to (see clause 7.2);
- (b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the products may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 30 days; or
- (e) you have a legal right to cancel the contract because of something we have done wrong.

- 9.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

- 9.4 When you don't have the right to change your mind.** You do not have a right to change your mind in respect of:
- (a) products that have been made or tailored to your specification, or which have been personalised;
 - (b) services, once these have been completed, even if the cancellation period is still running;
 - (c) products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them; or
 - (d) any products which become mixed inseparably with other items after their delivery.

- 9.5 How long do I have to change my mind?** How long you have depends on what you have ordered and how it is delivered.

- (a) Have you bought services? If so, you have 14 days after the day our agent emails you to confirm we accept your order. However, once we or our agent have completed the services you cannot change your mind, even if the period is still running. If you cancel after we or our agent have started the services, you must pay us for the services provided up until the time you tell us or our agent that you have changed your mind.
- (b) Have you bought goods? If so you have 14 days after the day you (or someone you nominate) receives the goods.

- 9.6 Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind (see clause 1.1), you can still cancel the contract before it is completed, but you may have to pay us compensation. A contract for goods is completed when the product is delivered and paid for. A contract for services is completed when we or our agent have finished providing the services and you have paid for them. If you want to cancel the contract in these circumstances, just contact our agent to let them know. The contract will end immediately and you will receive a refund for any sums paid by you for products not provided. We or our agent may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we or our agent will incur as a result of your cancelling the contract.

10. HOW TO END THE CONTRACT WITH US

- 10.1 Tell us you want to end the contract.** To end the contract with us, please let our agent know by doing one of the following:

- (a) Phone or email. Call our agent by using the contact details you have received in accordance with clause 3.1. Please provide your name, home address, details of the order and, where available, your phone number and email address.
- (b) Online. Complete the form www.montpellier-appliances.com on our website.
- (c) By post. Write to our agent at by using the contact details you have received in accordance with clause 3.1.

- 10.2 Returning products after ending the contract.** If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to our agent. You must either return the goods in person to our agent, post them back to our agent or (if they are not suitable for posting) allow our agent to collect them from you. Please contact our agent by using the contact details you have received in accordance with clause 3.1 for a return label or to arrange collection. If you are exercising your right to change your mind, you must send off the goods within 14 days of telling our agent that you wish to cancel the contract.

- 10.3 When we will pay the costs of return.** Our agent will pay the costs of return:

- (a) if the products are faulty or misdescribed; or
- (b) if you are cancelling the contract because we have told you of an upcoming significant change to the product, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we or our agent have done wrong; or
- (c) in accordance with our goodwill guarantee. In all other circumstances, you must pay the costs of return.

- 10.4 What we charge for collection.** If you are responsible for the costs of return and our agent is collecting the product from you, you will be charged the direct cost of collection. The costs of collection will be the same as our charges for standard delivery.

- 10.5 How we will refund you.** Our agent will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, our agent may make deductions from the price, as described below.

- 10.6 When your refund will be made.** Our agent will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:

- (a) If the products are goods and our agent has not offered to collect them, your refund will be made within 14 days from the day on which our agent receives the product back from you or, if earlier, the day on which you provide our agent with evidence that you have sent the product back.
- (b) In all other cases, your refund will be made within 14 days of your telling our agent you have changed your mind.

11. OUR RIGHTS TO END THE CONTRACT

- 11.1 We may end the contract if you break it.** We may end the contract for a product at any time by writing to you (or by our agent writing to you) if:

- (a) you do not make any payment when it is due and you still do not make payment within 14 days of us or our agent reminding you that payment is due;

	(b) you do not, within a reasonable time of our agent asking for it, provide our agent with information that is necessary for our agent to provide the products;	
	(c) you do not, within a reasonable time, collect the products from our agent or allow our agent to deliver the products to you;	
	(d) you do not, within a reasonable time, allow our agent access to your premises to supply the services.	
11.2	You must compensate us if you break the contract. If we end the contract in the situations set out in clause 11.1, our agent will refund any money you have paid in advance for products that have not been provided but our agent may deduct or charge you reasonable compensation for the net costs we and they will incur as a result of your breaking the contract.	
11.3	We may withdraw the product. Our agent may write to you to let you know that we are going to stop providing the product. Our agent will refund any sums you have paid in advance for products which will not be provided.	
12.	IF THERE IS A PROBLEM WITH THE PRODUCT	
12.1	How to tell us about problems. If you have any questions or complaints about the product, please contact our agent in the first instance by using the contact details you have received in accordance with clause 3.1. Alternatively, please speak to one of their staff in-store.	
12.2	Summary of your legal rights. We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.	
	Summary of your key legal rights This is a summary of your key legal rights. 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. If your product is goods, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected life of your product your legal rights entitle you to the following: <ul style="list-style-type: none"> • up to 30 days: if your item is faulty, then you can get a refund. • up to six months: if your faulty item can't be repaired or replaced, then you're entitled to a full refund, in most cases. • up to six years: if the item can be expected to last up to six years you may be entitled to a repair or replacement, or, if that doesn't work, some of your money back. If your product is services, the Consumer Rights Act 2015 says: <ul style="list-style-type: none"> • you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it. • if you haven't agreed a price upfront, what you're asked to pay must be reasonable. • if you haven't agreed a time upfront, it must be carried out within a reasonable time. 	
12.3	Your obligation to return rejected products. If you wish to exercise your legal rights to reject products, you must either return them in person to our agent, post them back to our agent or (if they are not suitable for posting) allow our agent to collect them from you. Our agent will pay the costs of postage or collection. Please call contract our agent by using the contact details you have received in accordance with clause 3.1 for a return label or to arrange collection.	
13.	PRICE AND PAYMENT	
13.1	Where to find the price for the product. The price of the product (which includes VAT) will be notified to you before your place your order, and will be stated on our VAT receipt given to you by our agent. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 13.3 for what happens if we discover an error in the price of the product you order.	
13.2	We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.	
13.3	What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. Our agent will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, our agent will charge the lower amount. If the product's correct price at your order date is higher than the price stated on our website, our agent will contact you for your instructions before it accepts your order. If our agent accepts and processes your order where a pricing error is obvious and unmistakeable and could reasonably	
	have been recognised by you as a mispricing, we may end the contract, our agent will refund you any sums you have paid and we will require you to return the mispriced goods to our agent.	
13.4	When you must pay and how you must pay. Our agent will confirm which methods of payment it accepts. When you must pay depends on what product you are buying: (a) For goods, you must pay for the products before our agent dispatches them to you, or before you collect them from our agent. Our agent will not charge your credit or debit card until it notifies you that the products are available for collection or delivery. (b) For services, our agent will invoice you for the price of the services when it has completed them. You must pay each invoice within 14 days after the date of the invoice.	
13.5	We can charge interest if you pay late. If you do not make a payment by the due date, our agent may charge interest to you on the overdue amount at the rate of 3% a year above the Bank of England base lending rate 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 our agent interest together with any overdue amount.	
13.6	What to do if you think an invoice is wrong. If you think an invoice is wrong please contact our agent promptly to let us know and you will not be charged you interest until we have resolved the issue.	
14.	OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU	
14.1	We are responsible to you for foreseeable loss and damage caused by us. If we or our agent fails to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our or our agent breaking this contract or failing to use reasonable care and skill, but neither we nor our agent is responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we or our agent and you knew it might happen, for example, if you discussed it with our agent during the sales process.	
14.2	We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our agent, employees or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products as summarised at clause 12.2; and for defective products under the Consumer Protection Act 1987.	
14.3	When we are liable for damage to your property. If our agent is providing services in your property, our agent will make good any damage to your property caused by it while doing so. However, neither we nor our agent are responsible for the cost of repairing any pre-existing faults or damage to your property that our agent discovers while providing the services.	
14.4	We are not liable for business losses. We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose, neither we nor our agent will have any liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.	
15.	HOW WE MAY USE YOUR PERSONAL INFORMATION	
15.1	How we will use your personal information. We and our agent will use the personal information you provide to us: (a) to supply the products to you; (b) to process your payment for the products; and (c) if you agreed to this during the order process, to inform you about similar products that we and/or our agent provides, but you may stop receiving these at any time by contacting our agent.	
15.2	We will only give your personal information to other third parties where the law either requires or allows us to do so.	
16.	OTHER IMPORTANT TERMS	
16.1	We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract. If you are unhappy with the transfer you may contact us to end the contract within 30 days of us telling you about it and our agent will refund you any payments you have made in advance for products not provided.	
16.2	You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. We may require the person to whom the rights or obligations are transferred to provide reasonable evidence that they are now the owner of the relevant item or property.	

- 16.3** **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in clause 10.2. Please note that we may ask our agent to communicate with you and enforce the terms of this contract on our behalf, but our agent will do so strictly on our behalf. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 16.4** **If a court finds part of this contract illegal, the rest will continue in force.** 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.
- 16.5** **Even if we delay in enforcing this contract, we can still enforce it later.** 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 this contract, that 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.
- 16.6** **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

Schedule Model Cancellation Form

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

To:

Agents Name [.....]

Agents Address [.....]

]

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

Ordered on [.....]
received on [.....]

Name of consumer(s), [.....]

Address of consumer(s), [.....]

]

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

[.....]

Date [.....]

Schedule 2. Montpellier online consumer terms of sale

1. THESE TERMS

- 1.1 What these terms cover.** These are the terms and conditions on which we supply products to you, whether these are goods (for example, electronic appliances or spare parts) or services (for example, delivery, repair, maintenance or installation services).
- 1.2 Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 Who we are.** We are Montpellier Domestic Appliances Limited, a company registered in England and Wales. Our company registration number is 09158049 and our registered office is at Unit 1, Tewkesbury Retail Park, Northway Lane, Tewkesbury, Gloucestershire, GL20 8JU. Our registered VAT number is 230 5784 17
- 2.2 Our network of agents.** We operate a network of independent agents who provide various services on our behalf which, in turn, enable us to supply our products to you. That agent will be responsible for processing your order and providing your after-sales care.
- 3. HOW TO CONTACT US**
- 3.1 How to contact our agent.** Your agent will be the retail store at which you place your order. Please contact our agent in the first instance for any query regarding your order or our products generally.
- 3.2 How to contact us.** You can contact us by telephoning our customer service team at 03333 234 473 or by writing to us at Unit 1 Tewkesbury Retail Park, Northway Lane, Tewkesbury, GL20 8JU or customerservices@montpellier-appliances.com. If your query relates to your order, we may refer you to our agent in the first instance.
- 3.3 How we may contact you.** If we or our agent has to contact you, we/they will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 3.4 "Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

4. OUR CONTRACT WITH YOU

- 4.1 How we will acknowledge receipt of your order.** When we receive your order, we will send you an order confirmation by email. This email does not confirm that we are able to accept and fulfil your order.
- 4.2 Your order number.** We will assign an order number to your order and tell you what it is when we confirm your order. It will be helpful if you can tell our agent the order number whenever you contact our agent about your order.
- 4.3 How we will accept your order.** Our acceptance of your order will take place when our agent contacts you to confirm that the goods you have ordered are available for delivery, at which point a contract will come into existence between you and us.
- 4.4 If we cannot accept your order.** If we are unable to accept your order, our agent will inform you of this and you will not be charged for the products. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because the product may be out-of-stock or no longer available to purchase in the United Kingdom.
- 4.5 We only sell to the UK.** Our website is solely for the promotion of our products in the United Kingdom. Unfortunately, we do not accept orders from addresses outside the United Kingdom.

5. OUR PRODUCTS

- 5.1 Products may vary slightly from their pictures.** The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images.
- 5.2 Product packaging may vary.** The packaging of the product may vary from that shown on images on our website.

6. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the product you have ordered please contact our agent as soon as possible. Our agent will let you know if the change is possible. If it is possible, our agent will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a

result of your requested change and ask you to confirm whether you wish to go ahead with the change.

7. OUR RIGHTS TO MAKE CHANGES

- 7.1 Minor changes to the products.** We or our manufacturers may change the products to reflect changes in relevant laws and regulatory requirements, or to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the products.
- 7.2 More significant changes to the products and these terms.** In addition, we or our manufacturers may make more significant changes to the products, but if we do so we will notify you and you may then contact us to cancel your order and receive a full refund.
- 8. PROVIDING THE PRODUCTS**
- 8.1 Delivery costs.** The costs of delivery will be as displayed to you on our website.
- 8.2 When our agent will provide the products.** Our agent will contact you to confirm that the products have arrived in-store and are available for collection, or to agree a delivery date, which will be within 30 days after the day on which we accept your order in accordance with clause 4.3.
- 8.3 We are not responsible for delays outside our control.** If the delivery of the products is delayed by an event outside our or our agent's control then our agent will contact you as soon as possible to let you know and will take steps to minimise the effect of the delay. Provided our agent does this, neither we nor our agent will be liable for delays caused by the event. If there is a risk of the delay exceeding 30 days, you may contact our agent to cancel the contract and receive a refund for any products you have paid for but not received.
- 8.4 Collection by you.** If you have asked to collect the products from our agent's premises, you can collect them at any time during our agent's normal working hours. Please contact our agent for confirmation of their normal working hours.
- 8.5 If you are not at home when the product is delivered.** If no one is available at your address to take delivery and the products cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange delivery or collect the products from our agent.
- 8.6 If you do not re-arrange delivery.** If you do not collect the products from our agent as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from our agent, our agent will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our agent's reasonable efforts, our agent is unable to contact you or re-arrange delivery or collection, we may cancel the contract and clause 11.2 will apply.
- 8.7 Your legal rights if we deliver late.** You have legal rights if we or our agent deliver any products late. If we or our agent miss the delivery deadline for any products then you may treat the contract as cancelled straight away if any of the following apply: (a) we have or our agent has refused to deliver the products; (b) delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or (c) you told our agent before your order was accepted that delivery within the delivery deadline was essential.
- 8.8 Setting a new deadline for delivery.** If you do not wish to treat the contract as at an end straight away, or do not have the right to do so under clause 8.7, you can give our agent a new deadline for delivery, which must be reasonable, and you can treat the contract as cancelled if our agent does not meet the new deadline.
- 8.9 Ending the contract for late delivery.** If you do choose to treat the contract as cancelled for late delivery under clause 8.7 or clause 8.8, you can cancel your order for any of the products or reject products that have been delivered. If you wish, you can reject or cancel the order for some of those products (not all of them), unless splitting them up would significantly reduce their value. After that, our agent will refund any sums you have paid for the cancelled products and their delivery. If the products have been delivered to you, you must either return them in person to our agent, post them back to our agent or (if they are not suitable for posting) allow our agent to collect them from you. We will pay the costs of postage or collection. Please contact our agent for a return label or to arrange collection.
- 8.10 When you become responsible for the product.** The product will be your responsibility from the time our agent delivers the product to the address you gave us or you (or a person authorised by you) collects it from us.
- 8.11 When you own goods.** You own the product once we have received payment in full.
- 8.12 What will happen if you do not provide necessary information.** We and our agent may need certain information from you so that

we can supply the products to you. If so, this will have been stated in the description of the products on our website. Our agent will contact you to ask for this information. If you do not provide this information within a reasonable time of our agent asking for it, or if you give our agent incomplete or incorrect information, we may either cancel the contract (and clause 11.2 will apply) or our agent may make an additional charge of a reasonable sum to compensate it for any extra work that is required as a result. Neither we nor our agent will be responsible for supplying the products late or not supplying any part of them if this is caused by you not providing necessary information within a reasonable time of our agent asking for it.

- 8.13 Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product to:
- (a) deal with technical problems or make minor technical changes;
 - (b) update the product to reflect changes in relevant laws and regulatory requirements;
 - (c) make changes to the product as requested by you or notified by us to you (see clause 7).

- 8.14 Your rights if we suspend the supply of products.** Our agent will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. You may contact our agent to cancel the contract for a product if we suspend it, or our agent tells you we are going to suspend it, in each case for a period of more than 30 days and our agent will refund any sums you have paid in advance for the product in respect of the period after you cancel the contract.

- 8.15 We may also suspend supply of the products if you do not pay.** If you do not pay our agent for the products when you are supposed to (see clause 13.4), we may suspend supply of the products until you have paid the outstanding amounts. Our agent will contact you to tell you we are suspending supply of the products. We will not suspend the products where you dispute an unpaid invoice (see clause 13.6). As well as suspending the products, we can also charge you interest on your overdue payments (see clause 13.5).

9. YOUR RIGHTS TO END THE CONTRACT

- 9.1 You can always end your contract with us.** Your rights when you cancel the contract will depend on what you have bought, whether there is anything wrong with it, how we and our agent are performing and when you decide to cancel the contract:

- (a) If what you have bought is faulty or misdescribed, you may have a legal right to end the contract (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), see clause 12;
- (b) If you want to end the contract because of something we have done or have told you we are going to do, see clause 16.3;
- (c) If you have just changed your mind about the product, see clause 16.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods;
- (d) In all other cases (if we are not at fault and there is no right to change your mind), see clause 9.6.

- 9.2 Ending the contract because of something we have done or are going to do.** If you are cancelling a contract for a reason set out at (a) to (e) below, the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming significant change to the product which you do not agree to (see clause 7.2);
- (b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the products may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 30 days; or
- (e) you have a legal right to cancel the contract because of something we have done wrong.

- 9.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

- 9.4 When you don't have the right to change your mind.** You do not have a right to change your mind in respect of:

- (a) products that have been made or tailored to your specification, or which have been personalised;
- (b) services, once these have been completed, even if the cancellation period is still running;
- (c) products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them; or

- (d) any products which become mixed inseparably with other items after their delivery.

- 9.5 How long do I have to change my mind?** How long you have depends on what you have ordered and how it is delivered.

- (a) Have you bought services? If so, you have 14 days after the day our agent emails you to confirm we accept your order. However, once we or our agent have completed the services you cannot change your mind, even if the period is still running. If you cancel after we or our agent have started the services, you must pay us for the services provided up until the time you tell us or our agent that you have changed your mind.
- (b) Have you bought goods? If so you have 14 days after the day you (or someone you nominate) receives the goods.

- 9.6 Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind (see clause 1.1), you can still cancel the contract before it is completed, but you may have to pay us compensation. A contract for goods is completed when the product is delivered and paid for. A contract for services is completed when we or our agent have finished providing the services and you have paid for them. If you want to cancel the contract in these circumstances, just contact our agent to let them know. The contract will end immediately and you will receive a refund for any sums paid by you for products not provided. We or our agent may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we or our agent will incur as a result of your cancelling the contract.

10. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

- 10.1 Tell us you want to end the contract.** To end the contract with us, please let our agent know by doing one of the following:

- (a) Phone or email. Call our agent by using the contact details you have received in accordance with clause 3.1. Please provide your name, home address, details of the order and, where available, your phone number and email address.
- (b) Online. Complete the form on our website at www.montpellier-appliances.com
- (c) By post. Write to our agent at by using the contact details you have received in accordance with clause 3.1.

- 10.2 Returning products after ending the contract.** If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to our agent. You must either return the goods in person to our agent, post them back to our agent or (if they are not suitable for posting) allow our agent to collect them from you. Please contact our agent by using the contact details you have received in accordance with clause 3.1 for a return label or to arrange collection. If you are exercising your right to change your mind, you must send off the goods within 14 days of telling our agent that you wish to cancel the contract.

- 10.3 When we will pay the costs of return.** Our agent will pay the costs of return:

- (a) if the products are faulty or misdescribed;
 - (b) if you are cancelling the contract because we have told you of an upcoming significant change to the product, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we or our agent have done wrong; or
 - (c) if you are exercising your right to change your mind.
- In all other circumstances including where you are exercising your right to change your mind you must pay the costs of return.

- 10.4 What we charge for collection.** If you are responsible for the costs of return and our agent is collecting the product from you, you will be charged the direct cost of collection. The costs of collection will be the same as our charges for standard delivery.

- 10.5 How we will refund you.** Our agent will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, our agent may make deductions from the price, as described below.

- 10.6 Deductions from refunds.** If you are exercising your right to change your mind:

- (a) Our agent may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If our agent refunds you the price paid before it is able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay our agent an appropriate amount.
- (b) The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method our agent offers. For example, if our agent offers delivery of a product within a week at one cost but you choose to have the product

delivered within 24 hours at a higher cost, then our agent will only refund what you would have paid for the cheaper delivery option.

- (c) Where the product is a service, our agent may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told our agent you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

10.7 When your refund will be made. Our agent will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:

- (a) If the products are goods and our agent has not offered to collect them, your refund will be made within 14 days from the day on which our agent receives the product back from you or, if earlier, the day on which you provide our agent with evidence that you have sent the product back.
- (b) In all other cases, your refund will be made within 14 days of your telling our agent you have changed your mind.

11. OUR RIGHTS TO END THE CONTRACT

11.1 We may end the contract if you break it. We may end the contract for a product at any time by writing to you (or by our agent writing to you) if:

- (a) you do not make any payment when it is due and you still do not make payment within 14 days of us or our agent reminding you that payment is due;
- (b) you do not, within a reasonable time of our agent asking for it, provide our agent with information that is necessary for our agent to provide the products;
- (c) you do not, within a reasonable time, collect the products from our agent or allow our agent to deliver the products to you;
- (d) you do not, within a reasonable time, allow our agent access to your premises to supply the services.

11.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 11.1, our agent will refund any money you have paid in advance for products that have not been provided but our agent may deduct or charge you reasonable compensation for the net costs we and they will incur as a result of your breaking the contract.

11.3 We may withdraw the product. Our agent may write to you to let you know that we are going to stop providing the product. Our agent will refund any sums you have paid in advance for products which will not be provided.

12. IF THERE IS A PROBLEM WITH THE PRODUCT

12.1 How to tell us about problems. If you have any questions or complaints about the product, please contact our agent in the first instance by using the contact details you have received in accordance with clause 3.1. Alternatively, please speak to one of their staff in-store.

12.2 Summary of your legal rights. We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. 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.

If your product is goods, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected life of your product your legal rights entitle you to the following:

- up to 30 days: if your item is faulty, then you can get a refund.
- up to six months: if your faulty item can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- up to six years: if the item can be expected to last up to six years you may be entitled to a repair or replacement, or, if that doesn't work, some of your money back.

If your product is services, the Consumer Rights Act 2015 says:

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

12.3 Your obligation to return rejected products. If you wish to exercise your legal rights to reject products, you must either return them in person to our agent, post them back to our agent or (if they are not suitable for posting) allow our agent to collect them from you. Our agent will pay the costs of postage or collection.

Please call contract our agent by using the contact details you have received in accordance with clause 3.1 for a return label or to arrange collection.

13. PRICE AND PAYMENT

13.1 Where to find the price for the product. The price of the product (which includes VAT) will be the price indicated on the website when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 13.3 for what happens if we discover an error in the price of the product you order.

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

13.3 What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. Our agent will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, our agent will charge the lower amount. If the product's correct price at your order date is higher than the price stated on our website, our agent will contact you for your instructions before it accepts your order. If our agent accepts and processes your order where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mispricing, we may end the contract, our agent will refund you any sums you have paid and we will require you to return the mispriced goods to our agent.

13.4 When you must pay and how you must pay. Our agent will confirm which methods of payment it accepts. When you must pay depends on what product you are buying:

- (a) For goods, you must pay for the products before our agent dispatches them to you, or before you collect them from our agent. Our agent will not charge your credit or debit card until it notifies you that the products are available for collection or delivery.

- (b) For services, our agent will invoice you for the price of the services when it has completed them. You must pay each invoice within 14 days after the date of the invoice.

13.5 We can charge interest if you pay late. If you do not make a payment by the due date, our agent may charge interest to you on the overdue amount at the rate of 3% a year above the Bank of England base lending rate 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 our agent interest together with any overdue amount.

13.6 What to do if you think an invoice is wrong. If you think an invoice is wrong please contact our agent promptly to let us know and you will not be charged you interest until we have resolved the issue.

14. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

14.1 We are responsible to you for foreseeable loss and damage caused by us. If we or our agent fails to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our or our agent breaking this contract or failing to use reasonable care and skill, but neither we nor our agent is responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we or our agent and you knew it might happen, for example, if you discussed it with our agent during the sales process.

14.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our agent, employees or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products as summarised at clause 12.2; and for defective products under the Consumer Protection Act 1987.

14.3 When we are liable for damage to your property. If our agent is providing services in your property, our agent will make good any damage to your property caused by it while doing so. However, neither we nor our agent are responsible for the cost of repairing any pre-existing faults or damage to your property that our agent discovers while providing the services.

14.4 We are not liable for business losses. We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose, neither we nor our agent will have any liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

15. HOW WE MAY USE YOUR PERSONAL INFORMATION

15.1 How we will use your personal information. We and our agent will

use the personal information you provide to us:

- (a) to supply the products to you;
- (b) to process your payment for the products; and
- (c) if you agreed to this during the order process, to inform you about similar products that we and/or our agent provides, but you may stop receiving these at any time by contacting our agent.

15.2 We will only give your personal information to other third parties where the law either requires or allows us to do so.

16. OTHER IMPORTANT TERMS

16.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. [We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract. If you are unhappy with the transfer you may contact us to end the contract within 30 days of us telling you about it and our agent will refund you any payments you have made in advance for products not provided.]

16.2 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. We may require the person to whom the rights or obligations are transferred to provide reasonable evidence that they are now the owner of the relevant item or property.

16.3 Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in clause 10.2. Please note that we may ask our agent to communicate with you and enforce the terms of this contract on our behalf, but our agent will do so strictly on our behalf. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

16.4 If a court finds part of this contract illegal, the rest will continue in force. 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.

16.5 Even if we delay in enforcing this contract, we can still enforce it later. 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 this contract, that 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.

16.6 Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

16.7 Alternative dispute resolution. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to BPE Solicitors LLP, Cheltenham via their website at www.bpe.co.uk/will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings. In addition, please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform.

Schedule Model Cancellation Form

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

To:

Agents Name [.....]

Agents Address [.....]

.....
.....
.....
.....]

I/We [.....] hereby give notice that

I/We [.....] cancel my/our [.....]

.....] contract of sale of the

following goods [.....]

.....]for the supply of the following service [.....]

.....

.....]

Ordered on [.....]

received on [.....]

Name of consumer(s), [.....]

.....]

Address of consumer(s), [.....]

.....

.....

.....

.....]

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

[.....]

[.....]

Date [.....]

FOR OFFICE USE ONLY

Montpellier Sales Manager

Date

ASM Comments

Montpellier Domestic Appliances Ltd is registered in England and Wales No. 09158049 VAT Registration No. 230 578 417. The registered office is Montpellier Domestic Appliances Ltd, Unit 1, Tewkesbury Retail Park, Northway Lane, Tewkesbury, Gloucestershire GL20 8JU
NB completion and submission of this form does not guarantee a credit account will be open.



Montpellier
Priority Partner

Montpellier Domestic Appliances Ltd
Unit 1, Tewkesbury Retail Park
Northway Lane, Tewkesbury
Gloucestershire GL20 8JU