

TERMS & CONDITIONS OF SALE

Please read the following important terms and conditions ("Conditions") carefully before you purchase a water conditioner ("Product") from us.

These Conditions will apply to any contract between us for the sale of the Product ("Contract").

Please note that by agreeing to purchase the Product from us, you agree to be bound by these Conditions and any other documents expressly referred to in them.

You should print a copy of these Conditions for future reference.

1. INFORMATION ABOUT US AND HOW TO CONTACT US

1.1 Who are we. Halcyan Ltd, a limited company incorporated and registered in England and Wales under company number 09711030 having its registered office at c/o Unit 2 Green Farm Business Park, Folly Road, Latteridge, Bristol BS37 9TZ

1.2 Website. We operate the website <http://halcyanwater.com/>

1.3 How to contact us. If you don't understand any of this document and want to talk to us please call us on 0345 50 40 656 or email us at info@halcyanwater.com.

2. INTERPRETATION

2.1 In this document **we, us or our** means Halcyan Ltd and **you or your** means the person buying the Product from us.

3. YOUR STATUS

3.1 Legally capable. By placing an order with us, you warrant that you're legally capable of entering into binding contracts.

3.2 Age. If you are under the age of 18 you may not purchase the Product from us.

3.3 Consumer. As a consumer, you have legal rights if the Product supplied is faulty or not as described. Advice about

your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Conditions will affect these legal rights.

4. HOW THE CONTRACT IS FORMED

4.1 Order. Your order for the Product will be set out in the invoice we issue to you.

4.2 Offer. The Order constitutes an offer by us to sell the Product to you in accordance with these Conditions.

4.3 Acceptance of the Offer. The Order shall only be deemed to be accepted when we receive payment for the Product, at which point the Contract between us and you shall come into existence.

4.4 Order number. We will assign an order number to the Order and inform you of it when the Order is confirmed. Please quote the order number in all subsequent correspondence with us relating to the Order.

5. YOUR CONSUMER RIGHTS

5.1 Cancellation.

5.1.1 You have a legal right to cancel a Contract at any time from Contract formation until 14 days after the day you receive the Product.

5.1.2 In this case you will receive a full refund of the price paid for the Product and any applicable delivery charges you paid for. We will process the refund as soon as possible and in any case:

(a) 14 days from the day you return the Product; or

(b) where the Product wasn't delivered, 14 days from the day on which we are informed of your decision to cancel the Contract.

5.1.3 To cancel a Contract, please contact us to tell us (you may

use the model cancellation form at Appendix 2 to do this) and return the Product to us immediately in the same condition you received it and at your own cost and risk.

5.1.4 You have a legal obligation to take reasonable care of the Product whilst it is in your possession.

6. PRODUCT ASSURANCES

6.1 **Warranty.** The Product is as described in any specification for the Product prepared by us but based on information provided by you and shall comply with the warranty set out at Appendix 1.

6.2 **Specification.** We reserve the right to amend the specification for the Product if required by any applicable statutory or regulatory requirements.

7. DELIVERY

7.1 At Halcyan Water Conditioners (“we”, “us”, or “our”), we aim to ensure that your products are delivered promptly and efficiently. This Delivery Policy outlines our terms for the delivery of products ordered through our website or other sales channels.

7.2 **Delivery Areas:** Our standard delivery rates include delivery services across the UK mainland. For deliveries outside the UK mainland (such as Northern Ireland, Scottish Highlands, or the Channel Islands, EU and overseas), please contact us for specific delivery charges and arrangements.

7.3 Delivery Charges

7.3.1 **Standard Delivery:** UK Delivery charges for domestic units are on our website.

7.3.2 **Expedited Delivery:** If you require faster delivery, we may be able to offer an expedited service at an additional charge, please contact us for your requirements

7.3.3 **Special Locations:** For remote areas or non-mainland deliveries, additional charges may apply. Please contact us for a quote.

7.4 **Delivery Timescales:** We aim to dispatch all orders within 1 working day of receiving your order confirmation. Occasionally delays may occur, but we will inform you if this is the case. Typical delivery times are as follows:

7.4.1 **Standard Delivery:** [2-4] working days

7.4.2 **Expedited Delivery:** [1-2] working days

7.4.3 Please note that working days exclude weekends and public holidays. Delivery times may be affected by factors beyond our control, such as severe weather or logistical disruptions.

7.5 **Order Tracking:** Once your order has been dispatched, we can provide you with tracking information via email, allowing you to monitor the progress of your delivery. If you do not receive a tracking number within 2 days of placing your order, please contact our customer service team at info@halcyanwater.com

7.6 **Missed Deliveries;** All units require a signature on delivery. If no one is available to receive the delivery at the specified address, the delivery provider will either attempt a re-delivery or leave instructions on how to collect or reschedule your delivery. Please follow the instructions provided to avoid any delays or additional charges for re-delivery.

7.7 **Damaged or Missing Items:** Upon receipt of your order, please inspect the items carefully. If any products are damaged or missing, please contact us within 5 days of delivery at info@halcyanwater.com. We may request photos of damaged goods or further details to resolve the issue.

7.8 **Delivery to Commercial Properties:** If you are ordering for delivery to a commercial property, please ensure that

delivery instructions are provided and that someone is available to receive the order during standard business hours. We are not responsible for missed deliveries at commercial locations if no one is available to accept the goods.

7.9 **Delays and Force Majeure:** We are not liable for any delays in delivery due to unforeseen circumstances, including but not limited to extreme weather, strikes, or other events beyond our control ("force majeure"). In such cases, we will endeavour to deliver your order as soon as possible once conditions permit.

7.10 **Contact Us** :If you have any questions or concerns regarding your delivery, please contact our customer service team:

Halcyan Water Conditioners

Unit 2 Green Farm Business Park

Folly Rod

Latteridge

Bristol

BS37 9TZ

info@halcyanwater.com

Call: 0345 5040656

8. TITLE AND RISK

8.1 **Risk.** The Product will be your responsibility from the completion of delivery.

8.2 **Title.** Title to the Product shall not pass to you until we have received payment in full (in cash or cleared funds) for the Product and or any delivery charges.

9. PRICE AND PAYMENT

9.1 **Price of Product.** Unless otherwise agreed in writing, the price of the Product and our delivery charges shall be the price set out in the invoice.

9.2 **VAT.** Product prices include VAT.

9.3 **Payment before delivery.** Subject to any other terms expressly agreed by you

and us, you must pay for the Product before we will deliver the Product.

10. TERMINATION

10.1 **Convenience.** We may terminate the Contract (or any other contract which we have with you) at any time by giving written notice to you. In this case, we will give you a full refund of the price paid for the Product and any applicable delivery charges paid for. We will process the refund within 14 days of you returning the Product or as soon as possible if we terminate before the Product is delivered to you.

11. LIMITATION OF LIABILITY

11.1 Nothing in these Conditions shall limit or exclude our liability for:

11.1.1 death or personal injury caused by its negligence, or the negligence of our employees, agents or subcontractors (as applicable);

11.1.2 fraud or fraudulent misrepresentation;

11.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979;

11.1.4 defective products under the Consumer Protection Act 1987; or

11.1.5 any matter in respect of which it would be unlawful for us to exclude or restrict liability.

11.2 Subject to clause 11.1:

11.2.1 If we fail to comply with these Conditions, we are responsible to you for the purchase price of the Product and subject to Clause 11.2.2 any losses that you suffer as a result of our failure to comply (whether arising in contract, tort (including negligence), breach of statutory duty, or otherwise) which are a foreseeable consequence of such failure.

11.2.2 We shall not be liable to you for any damage or associated loss

(of any kind) caused by the Product or installation of the Product due to your failure to provide us with accurate or complete Installation Data prior to the Product being installed.

11.3 This clause 11 shall survive termination of the Contract.

12. EVENTS OUTSIDE OF OUR CONTROL

12.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Conditions that is caused by any act or event beyond our reasonable control, including but not limited to civil commotion, riot, terrorist attack or threat of terrorist attack, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster ("**Force Majeure Event**"). If a Force Majeure Event takes place that affects the performance of our obligations under these Conditions:

12.1.1 We will contact you as soon as reasonably possible to notify you;

12.1.2 Our obligations under these Conditions will be suspended and the time for performance of our obligations will be extended for the duration of the Force Majeure Event. Where the Force Majeure Event affects delivery of the Product, we will arrange a new delivery date with you after the Force Majeure Event is over; and

12.1.3 We will only cancel the Contract if the Force Majeure Event delays the agreed delivery date for longer than 8 weeks.

12.2 You may cancel the contract if a Force Majeure Event takes place and delays the agreed date for delivery for more than 8 weeks and you no longer wish us to provide the Product.

13. GENERAL

13.1 **Contacting us.** If you wish to contact us in writing, or if any paragraph in these Conditions requires you to give us notice in writing (for example, to cancel the

contract), you can send this to us by e-mail, by hand, or by pre-paid post. We will confirm receipt of this by contacting you in writing. If we have to contact you or give you notice in writing, we will do so by e-mail, by hand, or by pre-paid post to the address you provide to us.

13.2 **Assignment and other dealings:** We may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of our rights or obligations under the Contract. You may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of your rights or obligations under the Contract without the prior written consent of us.

13.3 **Severance:** If any provision or part-provision of the Contract 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 the Contract.

13.4 **Waiver:** A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

13.5 **Third party rights:** A person who is not a party to the Contract shall not have any rights to enforce its terms.

13.6 **Variation:** Except as set out in these Conditions, no variation of these Conditions or to an Order or to the Contract shall be effective unless it is in writing and signed by us.

- 13.7 **Governing law:** The Contract, 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.
- 13.8 **Jurisdiction:** Each party irrevocably agrees that the courts of England and Wales shall have non exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

**APPENDIX 1 – PERFORMANCE GUARANTEE
AND WARRANTY**

APPENDIX 2 – CANCELLATION FORM