

## **Terms of Business Terms & Conditions/Privacy Policies**

### **Whitwell Services Ltd & Whitwell Services Ltd T/A NeveLLI Designer Home Heating & Interiors**

Last Review Date: 26/01/2021

Approved By: Luke Whitwell

Review Date: 26/02/2022

#### **Whitwell Services Limited**

The White House, The Tye, Kersey, Ipswich, Suffolk, IP7 6HB

Reg Company no: 10088669

Registered in England & Wales

Tel: 01787 210 277

Website: <http://whitwell-services.co.uk/> <http://www.nevellidesignerradiators.co.uk>

Email: [enquiries@whitwellservices.co.uk](mailto:enquiries@whitwellservices.co.uk) [enquiries@nevelli.co.uk](mailto:enquiries@nevelli.co.uk)

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## 1. General Statement:

These Terms & Conditions of business are for Whitwell Services Ltd/ Whitwell Services Ltd, T/A Nevelli Designer Home Heating & Interiors. Please read the following clauses carefully as they tell you everything you need to know about the agreement you will enter in respect of Whitwell Services Ltd.

If you are uncertain as to your rights under them or you want any explanation about them, please email, write or telephone us at the email, address or telephone number given below:

**Email:** [Enquiries@Whitwellservices.co.uk](mailto:Enquiries@Whitwellservices.co.uk)

**Address:** Whitwell Services Ltd, The White House, The Tye, Kersey, Ipswich, Suffolk, IP7 6HB

**Tel:** 01787 210277

Whitwell Services Ltd is a plumbing and heating company, registered in England and Wales, registration number 10088669, Registered Office: The White House, The Tye, Kersey, Ipswich, Suffolk, IP7 6HB. Whitwell Services Ltd T/A as Nevelli Designer Home Heating & Interiors is a designer radiator company, specialising bathroom and kitchen install and interior design services.

### 1.1 Company Management & Overall Responsibilities for Terms & Conditions

These Terms & Conditions will be kept up to date, to reflect changes in the nature and size of the business. To ensure that they meet standards of good practice and adhere to legislation as required.

The general aim of the terms & conditions and related policies is to:

- Comply with the Consumer Rights Act 2015, Consumers Contract Regulations 2014 and all other related Regulations, Legislation, Approved Codes of Practice & Guidance Notes.
- To provide information to help ensure that company related processes and comply with the policy.
- To ensure that both clients and employees understand and have access to the Terms & Conditions of Business.

Ultimate responsibility for maintaining the Terms and Conditions lies with the **Company Director, Luke Whitwell**, but specific duties are delegated to others according to their experience and training.

Whitwell Services Ltd will ensure that these conditions are applied throughout the whole Company as applicable and that those employed by the Company are kept fully informed of its content. Whitwell Services will ensure that the Terms & Conditions of Business and related policies are available to both clients and employees.

### 1.2 Definitions

Throughout these terms the following references are used:

- Whitwell Services Ltd are referred to in this document as 'Whitwell's', 'WSL', 'Nevelli', 'we/our/us/the Company'.
- Throughout these terms we refer to the client(s)/Customer(s) as 'you'.
- 'Order/Acceptance or Quotation Acceptance' Acceptance of quotation/order can be made verbally/in writing, via website order or e-mail notification from the client detailing confirmation of goods/works/services.
- 'Written Material' means any informational material published by us in any medium with a view to providing information to our customers or prospective customers.
- 'Conditions' means these terms and condition.

## 2. REPAIR/INSTALLTION/SERVICE

### 2.1 Quotation & Confirmation of Contract:

We have quoted (verbal/written) the cost of an installation and/or plumbing equipment or services that meets the requirements of your home. Once you have accepted this quotation in accordance with below, we undertake to carry out all the works necessary to complete the work described in your specification and this quotation subject to the conditions contained in this agreement.

***'Acceptance of Quotation'. Acceptance of quotation can be made verbally/in writing/email***

### 2.2 Date of Works

If you require a particular date for the works to be carried out, the company will do all that it reasonably can to meet the dates given for the installation. The company also understands that there might be instances when proposed date for works cannot be met by you, and as a result no party shall be liable for costs or able to cancel this agreement. In case of unforeseen circumstances, beyond reasonable control of the company or you, the company will contact you and agree an alternative date.

The company will carry out the whole of the work specified in this quotation at the price quoted during normal hours, which are between 8am and 5pm Monday to Friday. Any variations or additions requested by you will be subject to an additional charge and if the company is delayed or prevented from carrying out works by the agreed date due to delay or default on your part, the company may on written notice to you add to the charges at a reasonable sum in respect of any additional costs incurred.

### 2.3 Consents

You shall at your own expense obtain all necessary consents for the installation of the works, including (without installation) building regulations and planning consents, consents from neighbours and mortgages.

### 2.4 Tenants

If you are a tenant, you may need your landlord's permission for an installation/works to be carried out. The company will assume such permission has been granted and shall have no liability for any loss or damage arising from failure to obtain such permission.

### 2.5 Service Utilities

You will provide reasonable access to enable installations/works to be completed. You will also be required to provide the necessary service utilities for installation/works at no charge.

Your order is accepted subject to the condition that there must be adequate service utilities supply to the dwelling prior to the commencement of the work. Without prejudice to the company's rights where such supply is not laid to enable work to commence, the company may cancel the contract and shall not have any liability for any costs, loss or damage arising from such cancellation. In certain circumstances a new oil/gas line is required, this will be charged at our standard hourly rates as set out and will be in addition to the quoted price.

## 2.6 Dangerous Waste

The prices specified in this agreement do not include the price of removing any dangerous waste materials such as asbestos found when carrying out the installation. If during the execution of the works, asbestos is encountered, the company reserves the right to withdraw its installation staff immediately until the site is made safe. The cost of removing asbestos is not included within the price. However, the company upon request of the customer will provide a cost for removing asbestos and will add this fee to the total quote, these may be via a third party.

The cost of the removal/disposal of surplus/waste Kerosene and gas oil, or contaminated debris is not unless stated automatically included in our quotations/invoices.

## 2.7 Existing Plumbing/Heating & Installations

Where the company needs to connect new equipment to your existing plumbing or heating system, it will not accept liability for the cost of repairing or replacing parts of your existing system, which subsequently develops faults. In certain situations, the company may charge for visits made to your home by the company's engineer if your system is faulty or has developed a fault after the installation has been conducted. The company will not accept liability where your central heating system does not function properly because your water supply becomes inadequate or the water pressure becomes invariable.

Whitwell Services Ltd accepts no responsibility for any existing installations that are present. This relates in particular but not only to any pipework, radiators and radiator valves, heating valves, pumps, shower pumps, electrical controls and/or bathroom / WC services that might be affected as a result of an a conversion from a tank fed system to a sealed system or from power flushing of pipework and radiators. This change to a higher pressure rated system and power flushing can cause leaks in components that Whitwell Services will not be liable for. Any cost of repairs for which Whitwell Services are not liable for will be charged in accordance with our standard company charges. If your system is excessively full of magnetite and sludge, a further power flush might be required at some point later. Further power flushes will be chargeable at our standard power flush rates available on request. Furthermore, if the buyer has requested that an existing appliance be re-installed or moved (eg. boiler), Whitwell Services accepts no liability for any internal leaks or malfunctions of this boiler, as a direct result of this installation.

## 2.8 Annual Services

Whitwell Services Ltd accept bookings for annual services for Boilers and Aga's in good faith and do not necessarily require pre-payments to secure appointments. The company reserve to the right to request payment prior to confirmations of bookings or/and charge for wasted journeys in circumstances when the company have not been advised of cancellations. The current charges for std annual services are available on request/or and point of booking and exclude VAT and parts accept where noted. Charges for additional parts and associated labour identified during services will be discussed with the client(s). (**See 2.11 Charges & Payment Terms**)

**2.9 Warranty & Guarantee** The warranty for a boiler and or cylinder will be covered by the manufacturers as agreed in the quotation. The warranty only applies to the boiler. It does not apply to any existing parts of the system. All other works carried out by Whitwell Services (parts and labour) are guaranteed for 12 months. However, any existing components or pipework not changed are not included within this guarantee. Furthermore, all boilers and cylinders need to be serviced annually to remain under warranty.

If the warranty becomes void due to the appliance not being serviced, then Whitwell Services accepts no responsibility for this. We try to contact our clients to remind them to have it serviced, but the responsibility of having it done lies with the customer.

## 2.10 Liability

The company accepts no liability for the removal of any carpets, linoleum and special types of flooring, eg. tongue and grooved, parquet, hard wood or tiled floors in order to carry out the installation, except in circumstances where the company has been negligent.

The company will take all reasonable care to carry out the installation. However, you accept that the installation including removing or destroying existing fixtures or fittings may cause damage to your decorations and fittings in your home. This provision does not exclude the company's responsibility for damage, which is beyond which is reasonably commensurate with the installation. It is anticipated that certain areas in your home may need redecoration following completion of the central heating installation. This will be your responsibility and is not included in the price unless specified.

All Whitwell Services employees and sub-contractors are insured against loss or injury through their negligence.

The company shall not have any liability for any failure to perform its obligations under any quotation if it is prevented from doing so by any cause reasonably beyond its control; including without limitation; adverse weather conditions, fire, accident or war, a failure or delay attributable to any electricity, water or gas network, the act or omission of any party for whom the company is not responsible.

The company will not be liable under this agreement for any loss or damage caused by the company or its employees or agents in circumstances where;

- There is no breach or illegal duty of care owed to you by the company or by any of the company's employees or agents.
- Such loss of damage is not a reasonably foreseeable result of any such breach.
- Any increase in loss or damage resulting from breach by you of any term of this contract.
- The company does not exclude any liability for loss of or damage to property directly resulting from the company's breach of the agreement, but the company's liability for such loss or damage shall be limited to those losses which are of a foreseeable consequence of the breach in respect of any one incident or series of incidents whether related or unrelated in any period of twenty-four months.
- To complete your installation the company will use its authorised employees or agents. All contractors are approved by the company are qualified and registered as applicable and chosen carefully to carry out high standards or workmanship.

## 2.11 Charges & Payment Terms

Our charges are clearly laid out within our quotations/invoices. In situations when a quotation has not and /or cannot be provided prior to the commencement of works (i.e., standard services, additional works, immediate emergency works), then our current charges apply and will be subject to our normal terms of payment.

In some circumstances when works are carried out without a written quotation, the client(s) may be asked to sign acceptance of works form detailing the scope of works, appropriate charges will be applied and are subject to our normal terms of payment.

All Additional/Extra works carried out at the request of the client(s), will be charged at our current rate unless otherwise agreed and will be subject to our normal terms of payment.

Additional/Extra works carried out to adhere to 'SAFETY' (legislative/industry) Standards, will be agreed with the clients where possible and prior to commencement. If we are unable to notify a client, in circumstances where a possible risk to safety exists and we are duty bound to 'make safe', we may commence works without prior agreement. Charges will be applied and are subject to our normal terms of payment.

Additional charges will be applied for the supply of any parts and materials as needed and these will be clearly laid out on the invoice you receive.

Where an order includes customised/bespoke items these items will be non-refundable once the order is placed with us, and should you cancel your order with us the cost of any custom/bespoke items shall still be payable in full. Where a previously accepted order is not cancelled within 14 days from confirmation, we reserve the right to still invoice all items in full.

**Payment is to be made by either credit or debit card, BACS or cheque. Full payment method details and terms of payment are displayed on your invoice.**

Title in the goods will not pass to the client but shall be retained pending payment in full of the price. Until such time as title passes to the client, the company shall have an absolute authority to re-take, sell or otherwise deal with or dispose of all or any part of the goods in which title remains vested in them.

For the purposes specified above, the company or any of their agents or authorised representatives shall be entitled at any reasonable time during normal working hours to enter without notice onto any premises where the goods or any part of the goods are installed, stored, or kept or are reasonably believed to be.

The Company shall also be entitled to seek an injunction to prevent the client from selling, transferring, or otherwise disposing of the goods.

For all projects where stage payment terms apply, payment MUST be made on the terms agreed by us and you at the start of the contract (the day following acceptance of quotation) Failure to do may instigate legal proceedings.

In the event of any alleged minor defects the client shall not be entitled to withhold more than 5% or £250 (whichever is greater) of the balance due.

Once the company has corrected the minor defect, the withheld amount, 5% or £250 must be paid in full.

Where payments are not made on the due date as per above clauses, the company reserve the right charge daily interest on late payments at a rate of 8% above the base lending rate of Lloyds TSB Bank plc. If you paid the deposit of final balance by debit/credit card, cheque or direct debit and payment is declined, stopped or returned by the bank for any reason, the company reserve the right to charge you administration costs (letters and telephone calls made to you and any other charges incurred).

Balance invoices for payment will be sent in a timely manner following completion of installation. Failure to make payment within specific time periods as outlined within the quotation and/or the Terms and Conditions, will instigate legal proceedings to commence. These will be carried by a registered Legal firm and all proceedings will be governed in accordance with English Law.

The company shall provide a guarantee for the period of 12 months. This applies to workmanship only and not to parts (which typically come with a one-year manufacturer's warranty or as per manufacture terms). However, the above warranty is subject to the following conditions:

- The fault is not due to your system, existing radiators and/or pipework, valves, pumps or boiler.
- The work carried out has not been properly kept, used, serviced and maintained in strict accordance with the manufacturers or the company's instructions and have not been modified accept with the companies consent.
- The fault is not due to accidental or wilful damage, fair wear and tear, interference with or maintenance work by a third party.
- The customer makes no further use of works after the defect had been or ought to have been discovered.

- Nothing in these conditions will reduce your statutory rights relating to faulty or mis-described goods.
- Where attendance of the company's engineer is needed for any purpose other than a scheduled maintenance visit or for the company to meet its guarantees as per above clause, a charge for such attendance will be made. This will need to be paid on the day of the engineers visit. If on attendance to your premises by the companies engineer it is established that the fault on the system is covered by your guarantee and does not concern your existing system, any monies paid by you will be refunded.

**After delivery of any goods from the company, you will be responsible for their safe keeping and you should make sure that you are adequately insured against loss or damage which may occur to those goods.**

This agreement is personal to you and not transferable to without written authority from Whitwell Services Ltd

## 2.12 NOTICE OF RIGHT TO CANCEL

To cancel an order, you need to let us know that you have decided to cancel. The easiest way to do this is to contact us by e-mail us at [enquiries@nevelli.co.uk](mailto:enquiries@nevelli.co.uk), [enquiries@whitwellservices.co.uk](mailto:enquiries@whitwellservices.co.uk) Tel: 01473 828914/01787 210277 or in writing to Whitwell Services Ltd or Nevelli Designer Home Heating & Interiors as applicable. Letters to 12 The High Street, Hadleigh, Ipswich, IP7 5AP. Please include details of your order to help us to identify it.

Following the Company's acceptance of your order, in accordance with terms above you are entitled to a 14-day cooling off period commencing from the date of the contract. You have a right to cancel the contract within this period (not if works have commenced however) and this right can be exercised by delivering or sending (including by electronic mail) cancellation any time within the 14 days starting the day after your order is accepted. We will permit you to cancel the contract by sending the written notice no later than 14 days after the date on which acceptance of the works took place. If you request cancellation at a later date, then unless we are in breach of contract, we have the right to refuse or retain all or part of you deposit.

In circumstances when cancellation of works is issued after works have commenced, Whitwell Services reserve the right to charge:

- cancellation fees.
- labour costs up until the time you cancelled.
- goods/products ordered.
- any items installed or fitted that cannot be removed without damaging them.
- the return of any items that have been delivered but not installed (or can be easily uninstalled).
- any loss of profit caused by your cancellation (e.g., where we set aside time to do your work and cannot book another job for the same period)

**The 14-day cooling off period does not apply to a contract you make with us on our business premises, a contract is formed when either you or we make an offer other party accepts using:**

- signed an agreement.
- agreed to a quote (you could have done this verbally)
- fixed a starting date.
- paid a deposit.
- verbally asked us to go ahead with the work.

Cancellation of contract would then be breaking our agreement unless we agreed conditions for cancelling (such as a cancellation charge). Whitwell Services reserve the right to make the following charges:

- cancellation fees.

- any loss of profit caused by your cancellation (e.g., if they set aside time to do your work and can't book another job for the same period, or products ordered)

### 3. SALE OF GOODS

These are the Terms of Sale of Whitwell Services Ltd/Neveli Designer Home Heating & Interiors. These terms and conditions regulate the business relationship between you and us. If you order or accept our offer for any goods, our contract is in the terms set out below.

#### **Our Contract with You, Sale of Goods:**

We may accept your order in person or by telephone call / letter / website/ e-mail confirmation.

#### **3.1 Sale of Goods on Our Business Premises**

By placing an order, you are offering to purchase a product on and subject to the following terms and conditions. All orders are subject to availability and confirmation of the order price.

#### **3.2 Products:**

If we do not have the Goods you order in stock, we will offer you alternatives or place on back order for you. If this happens, you may:

- accept the alternatives we offer.
- wait for the Goods you ordered to come in stock.
- cancel your order.
- leave the order valid but tell us to limit the out-of-stock item.

#### **3.3 Product Prices & Delivery Charges:**

- Prices for our products may change from time to time, but changes will not affect orders that have already been processed and confirmed with you.
- You must pay us the full price of your products before we will send any part of it.
- No payments shall be deemed to have been received until we have received cleared funds.
- Prices exclude VAT and are exclusive of all costs or charges in relation to loading, unloading, carriage and insurance. Website prices are VAT inclusive.
- Banking charges by the receiving bank on payments to us will be borne by us. All other charges relating to payment in a currency other than pounds Sterling will be borne by you.
- Any details given by us in relation to exchange rates are approximate only and may vary from time to time.
- You will pay all sums due to us under these terms by the means specified without any set-off, deduction or counterclaim.
- All delivery dates are estimated from the supplier. If we attempt delivery on an agreed delivery date and you are unavailable to receive the delivery and our couriers have not been informed of alternative arrangements, you may be subject to a further re-delivery charge.
- Where agreed the supplier may call you direct to arrange a delivery date and time, you should ensure all calls are followed up to arrange a convenient delivery.
- We shall aim to let you know if we expect that we are unable to meet our estimated delivery date, but, to the extent permitted by law, we shall not be liable to you for any losses, liabilities, costs, damages, charges or expenses arising out of late delivery. We recommend that you do not confirm the start date with your installer until you have received and checked your delivery. If you do not check that your

delivery is correct before installation starts, we will not accept liability for any additional costs that you incur while any product issues are resolved.

- Great care is taken to ensure your product is not damaged in transit. In the unlikely event that you receive a damaged product, or the packaging is damaged, it is your responsibility to report this information to us. Once you receive your delivery, it should be checked immediately for any damage and missing items to enable you to sign for the delivery accordingly and notify us of any damages. We will then deal with the issue in accordance with our Returns Policy (Section 5, Return & Refund Policy) *(This does not affect your statutory rights)*

***We highly recommend not to book any contractors or installers until all goods have been received and checked.***

- Any bespoke, special and coloured radiator and products are non-returnable.
- All other items may incur a re-stocking charge if you do decide to return or exchange the item.
- Sales of all goods require full payment on acceptance of quote.
- For installations we require full payment of all products on acceptance of the quote as well as 50% of the installation cost. The remaining balance will be due on completion of the works.

### **3.4 Installation:**

We strongly recommend that you do not arrange any installation work until you have received and checked your products. We advise this because, in the unusual case that there is a problem with your products or delivery, we don't want you unnecessarily paying for plumbers or installers. Any good plumber or installer should be happy to check you have all the requisite products before they start working on any project for you.

Whilst we always endeavour to ensure all product descriptions are correct, we advise customers to seek technical advice from qualified sources prior to ordering products and carrying out any works.

Please note if we are carrying out the installation no allowances are allowed for the correction of inherent problems with the existing system, if you have any queries please contact us. Any additional works will be agreed on site and charged separately.

*(Please also refer to clauses in Section 2, Repair/Installation/Service Terms)*

### **3.5 Offers & Promotions:**

Promotions and offers are only valid while stocks last and may be withdrawn at any time.

In the event of product returns, refunds will be given for the value of the original purchase once the discount is applied, less any delivery, charged on the original order. In the event of any returns meaning that the order no longer qualifies for the promotion advertised, we reserve the right to deduct the value of the offer from the refund.

### **3.6 How to Pay:**

Payment is to be made by either credit or debit card, BACS or cheque. Full payment method details and payment terms are displayed on your invoice.

### 3.7 Cancelling Your Order

To cancel an order, you need to let us know that you have decided to cancel. The easiest way to do this is to contact us by e-mail us at [enquiries@neveli.co.uk](mailto:enquiries@neveli.co.uk) , [enquiries@whitwellservices.co.uk](mailto:enquiries@whitwellservices.co.uk)

Tel: 01473 828914/01787 210277 or in writing to Whitwell Services Ltd or Nevelli Designer Home Heating & Interiors. Please include details of your order to help us to identify it. We reserve the right, unless we are in breach of contract, to retain all or part of you deposit to cover any costs to the Company in relation to the processing or cancellation of your order including delivery costs.

- We are unable to accept cancellations or offer refunds for any bespoke, special and coloured radiators and other specially made products as they are non-returnable.
- All other items may occur a re-stocking charge if you do decide to return or exchange the item.
- If you cancel your order but we have already processed the goods for delivery you must not unpack the goods when they are received by you and you must send the goods back to us at your own cost and risk as soon as possible.

*Please see our Return Policy*

### 3.8 Sale of Goods 'Distance Selling' (Online/Telephone)

By placing an order, you are offering to purchase a product on and subject to the following terms and conditions. All orders are subject to availability and confirmation of the order price.

### 3.9 Availability & Delivery:

Availability and delivery of our products is as specified on our site or advised by our team.

Your order will be fulfilled by the delivery date set out in your Dispatch Confirmation. All non-mainland UK deliveries may be subject to an additional delivery charge and may have delivery restrictions. If we attempt delivery on an agreed delivery date and you are unavailable to receive the delivery and our couriers have not been informed of alternative arrangements, you may be subject to a further re-delivery charge.

We shall aim to let you know if we expect that we are unable to meet our estimated delivery date, but, to the extent permitted by law, we shall not be liable to you for any losses, liabilities, costs, damages, charges or expenses arising out of late delivery. We recommend that you do not confirm the start date with your installer until you have received and checked your delivery. If you do not check that your delivery is correct before installation starts, we will not accept liability for any additional costs that you incur while any product issues are resolved.

Great care is taken to ensure your product is not damaged in transit. In the unlikely event that you receive a damaged product, or the packaging is damaged, it is your responsibility to report this information to us within 24 hours from receipt of the product and before any installation work is undertaken. When you receive your delivery, it should be checked immediately for any damage or/and missing items to enable you to sign for the delivery accordingly and notify us of any damages. We will then deal with the issue in accordance with our Returns Policy (Section 5, Return & Refund Policy, *this does not affect your statutory rights*)

### 3.10 Product Prices & Delivery Charges:

- Prices for our products may change from time to time, but changes will not affect orders that have already been processed and confirmed with you.
- You must pay us the full price of your order before we will send any part of it.
- No payments shall be deemed to have been received until we have received cleared funds.
- All prices exclude VAT and are exclusive of all costs or charges in relation to loading, unloading, carriage and insurance.
- Banking charges by the receiving bank on payments to us will be borne by us. .
- All other charges relating to payment in a currency other than pounds Sterling will be borne by you
- Any details given by us in relation to exchange rates are approximate only and may vary from time to time.
- You will pay all sums due to us under these terms by the means specified without any set-off, deduction or counterclaim.

Our website site contains a large number of products. It is always possible that, despite our reasonable efforts, some of the products on our site may be incorrectly priced. Where the product's correct price is less than the price stated on our site, we may at our discretion make a refund to you of the difference in price when dispatching the products to you.

If the product's correct price is higher than the price stated on our site, we will contact you as soon as possible to inform you of this error and we will give you the option of continuing to purchase the product at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. However, if we mistakenly accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may cancel supply of the product and refund you any sums you have paid

***Advice: Whilst we always endeavour to ensure all product descriptions are correct, we advise customers to seek technical advice from qualified sources prior to ordering products and carrying out any works.***

### 3.11 Other Terms of Sale

By placing an order, you are offering to purchase a product subject to the following terms and conditions:

- All orders are subject to availability and confirmation of the order price.
- Dispatch times may vary according to availability and any guarantees or representations made as to delivery times are subject to any delays resulting from postal delays or force majeure for which we will not be responsible.
- In order to contract with Whitwell Services Ltd you must be over 18 years of age and possess a valid credit or debit card issued by a bank acceptable to us.
- We retain the right to refuse any request made by you, and we reserve the right to close your account at our sole discretion.
- When placing an order you undertake that all details you provide to us are true and accurate, that you are an authorised user of the credit or debit card used to place your order and that there are sufficient funds to cover the cost of the goods.
- All prices advertised are subject to such changes.

### **3.12 Offers & Promotions:**

- Promotions and offers are only valid while stocks last and may be withdrawn at any time. In the event of product returns, refunds will be given for the value of the original purchase once the discount is applied, less any delivery, charged on the original order. In the event of any returns meaning that the order no longer qualifies for the promotion advertised, we reserve the right to deduct the value of the offer from the refund.

### **3.13 Online Orders – Contract Creation:**

#### **The steps required to create the contract between you and us:**

- You place the order for your Products on the Website by completing the checkout process. You will be guided through the process of placing an order by a set of automated instructions.
- We send you an order acknowledgement by e-mail detailing the goods you have ordered. This is not your order confirmation or order acceptance.

#### **Acceptance of your order:**

We do not have to accept your order and reserve the right to refuse or cancel any order once it has been placed. This may be done, for example, if:

- your payment is not authorised or has been marked as fraudulent, or potentially fraudulent, by the payment system;
- payment has been made using a card not issued in a country we dispatch to, or not where the billing address is;
- there is an error on the website regarding the price or description of a product;
- the items ordered are no longer in stock or in production;
- we have tried contacting you about your order and have not heard back within a reasonable period of time; or
- if the items you have ordered are unavailable for any other reason, you will be notified as soon as possible.
- By placing an order with us you are confirming that any information you have given is true and accurate and that you are authorised to use the card on which payment was made.

#### **Dispatch:**

- Order acceptance and the completion of the contract between you and us will take place only on the despatch to you of the Products. We will contact you to advise when your products are due to dispatch.

### **3.14 How to Pay (Online Transactions):**

Payment for all Products must be by credit or debit card either directly or via our website. We will charge your credit or debit card upon receipt of your order. In the event that we do not accept your order and are unable to dispatch the Products to you the price will be refunded to the credit or debit card from which payment was taken.

### 3.15 Cancellations:

To cancel an order, you just need to let us know that you have decided to cancel. The easiest way to do this is to contact us by e-mail us at [enquiries@neveli.co.uk](mailto:enquiries@neveli.co.uk), Telephone 01473 828914/01787 210277 or in writing to Whitwell Services Ltd or Neveli Designer Home Heating & Interiors. Please include details of your order to help us to identify it.

You have a legal right to cancel an order during the period set out below. This means that during the relevant period if you change your mind or decide for any other reason that you do not want to receive or keep a product, you can notify us of your decision to cancel the order and receive a refund.

- We are unable to accept cancellations or offer refunds for any bespoke, special and coloured radiators and other specially made products as they are non-returnable.
- If you cancel your order but we have already processed the goods for delivery you must not unpack the goods when they are received by you and you must send the goods back to us at your own cost and risk as soon as possible.

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

- Your order is for a single product (which is not delivered in instalments on separate days). Your cancellation / refund period is 14 days after the date you receive your order.
- Your order is for a single product delivered in instalments or separate days. Your cancellation/refund period is 14 days after the date you receive the last instalment of the product or the last of the separate products ordered.
- Your order is for multiple products which are delivered on separate days. Your cancellation/refund period is 14 days after the date you receive the last instalment of the Product or the last of the separate products ordered.
- If you cancel your order before delivery/dispatch we will refund you the price you paid for the products

We will take all reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part we cannot be held liable for any loss you may suffer if a third party procures unauthorised access to any data you provide. (Section 7, Privacy Notice)

### 3.16 Other Information General Sale of Goods:

The following clauses unless agreed otherwise agreed by both parties should be read in conjunction with the purchase of our products or/and engagement with our services.

### 3.17 Warranties & Guarantees:

We provide warranties and guarantees in line with the manufacturer warranties for specified products from delivery.

These warranties will not apply to; fair wear and tear, wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party, if you fail to operate or use the products in accordance with the user instructions, any alteration or repair by you or by a third party who is not one of our authorised repairers, or any specification provided by you.

We will replace at our discretion, in part or whole, a product which is defective in operation, materials or workmanship throughout the warranty period. If the exact model is no longer available, we will endeavour to provide the nearest equivalent from our then current range. To be covered by the guarantee, all products should be installed in accordance with the instructions provided and be for domestic use only. This product guarantee applies to the original purchaser only and takes effect from the date of purchase. The guarantee does not cover

damage during fitting, accidental or malicious damage, improper use or negligence, discolouration due to prolonged exposure to sunlight or UV light, general wear, and tear (e.g., light bulbs, hinges, cartridges, and shower hoses are items that do need to be replaced periodically), damage due to poor installation or servicing or consequential loss. Care should be taken in hard water areas to ensure that cartridges are regularly cleaned. Care should also be taken with shower door seals and shower door runners to ensure they are kept clean and well maintained to enable them to function correctly.

Please note, we advise use of mild cleaning products (i.e., soap and water) on all our products. Strong and abrasive cleaning solutions are not recommended. Failure to follow this may result in the warranty becoming invalid.

## **4 Important Advice**

This section applies to all sections of this document.

### **4.1 Wavier:**

If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

### **4.2 Our right to vary these terms:**

We reserve the right to amend these Terms from time to time. Where we do so, we will publish the new policy as appropriate.

### **4.3 Events outside our Control:**

We will not be liable or responsible for any failure to perform or delay in performance of, any of our obligations under a contract that is caused by an event outside of our control.

An event outside of our control means any act or event beyond our reasonable control, including without limitation; strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of a terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, pandemic, epidemic or other natural disasters, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

If an event outside of our control takes place that affects the performance of our obligations under a Contract, we will contact you as soon as reasonably possible to notify you and our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the event outside of our control. Where the event outside of our control affects our delivery of Products to you, we will arrange a new delivery date with you after the event outside of our control is over.

### **4.4 Our Liability:**

If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract.

We only supply products for domestic and private use. You agree not to use the products for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We do not in any way exclude or limit our liability for: death or personal injury caused by our negligence, fraud or fraudulent misrepresentation, any breach of the terms.

This contract is between you and us. No other person shall have any rights to enforce any of its terms.

We recommend you keep a copy of your original invoice or receipt to refer to in the event of any claim.

Our guarantees are in addition to your statutory rights and does not affect your statutory rights.

If any part of the Terms of Service is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of the Terms of Service will not be affected all other clauses will remain in full force and effect. So far as possible where any clause/sub-clause or part of a clause/sub-clause can be severed to render the remaining part valid, the clause shall be interpreted accordingly. Alternatively, you agree that the clause shall be rectified and interpreted in such a way that closely resembles the original meaning of the clause/sub-clause as is permitted by law.

You agree to indemnify, defend Whitwell Services Ltd and its directors, officers, employees, consultants, agents, and affiliates, from any and all third party claims, liability, damages and/or costs (including, but not limited to, legal fees) arising from your use on our Website or your breach of the Terms of Service.

#### **4.5 Transfer of your personal information outside of the UK**

All the personal information collected about you by us or on our behalf may be transferred to countries outside the UK. By way of example, this may happen where any of our teams are located in a country outside of the UK or if any of our servers or those of our third-party service providers are from time to time located in a country outside of the UK. These countries may not have similar data protection laws to the UK and so they may not protect the use of your personal information to the same extent. If we transfer your information outside of the UK in this way, we will take steps to ensure that appropriate security measures are taken with the aim of ensuring that your privacy rights continue to be protected as outlined in our Privacy Notice. These steps include imposing contractual obligations on the recipients of your personal information or ensuring that the recipients are subscribed to 'international frameworks' that aim to ensure adequate protection if you use our services whilst you are outside the UK, your information may be transferred outside the UK in order to provide you with those services.

#### **4.6 Taxes, duties and import restrictions**

We have no knowledge of, and no responsibility for, the laws in your country of residence.

You are responsible for purchasing Goods that you are lawfully able to import and for the payment of import duties and taxes of any kind levied in your country of residence.

#### **4.7 Governing Law and Jurisdiction:**

These terms and conditions are to be construed in accordance with the laws of England and in the event of any dispute or claim associated with these terms and conditions, that dispute or claim shall be subject to the exclusive jurisdiction of the English courts.

## 5 Return & Refund Policy

Whitwell and Nevelli understand there are occasions when clients may need to return products. If you need to return items, please contact us the easiest way to do this is by e-mail at [enquiries@nevelli.co.uk](mailto:enquiries@nevelli.co.uk) or [enquiries@whitwellservice.co.uk](mailto:enquiries@whitwellservice.co.uk). Telephone 01473 828914/01787 210277 or in writing to Whitwell Services Ltd or Nevelli Designer Home Heating & Interiors as applicable. 12 The High Street, Hadleigh, Ipswich IP7 5AP. Please include details of your order to help us to identify it.

This policy outlines the terms and conditions for refunds and exchanges of goods ordered with us. This policy has been written in conjunction with the Consumer Rights Act 2015 and the Consumer Contracts Regulations 2014. Your statutory rights are not affected.

### 5.1 Refunds:

Under the consumers rights act, you have the legal right to reject goods that are unsatisfactory quality, not fit for purpose, not as described or are faulty. We will offer you a full refund for items that we agree meet these criteria, this right is limited 30 days from the date you take ownership of the product. The refund of faulty goods in some situations will be subject to closer inspection of the fault by the manufacturer.

If you return your faulty goods for a refund, you will be refunded any delivery cost you paid to get the item sent to you. If we agree to exchange or refund goods that are not faulty, we reserve the right to refund you less the cost of any charges we have incurred.

#### **We cannot offer refunds in the following circumstances:**

- We are unable to offer a refund or exchange on bespoke or made-to-measure goods unless they are faulty.
- If the client knew an item was faulty when they bought it
- If the client damaged an item by trying to repair or fit it themselves or getting someone else to do it.

All other refunds and exchanges are at the Companies discretion and dealt with on a case by case basis.

### 5.2 Refunds for Product Purchased via Our Website:

We hope you'll be pleased with your purchase. Should you wish to return anything bought from us, we will be happy to refund or exchange a product provided it's returned in its original packaging and in fully resaleable condition.

Under the Consumer Contracts Regulations, you have the right to cancel your order for any item bought on our website for a full refund. This does not apply to:

- Items collected in store
- Items made to the customers specification, bespoke or made-to-measure goods unless they're faulty

You can cancel/return anytime from placing your order up to the end of a period 14 days following the day you take possession of the goods (or in the case of a multiple order, the last part of the order) The goods must be returned within 14 days of your cancellation notice.

Until the goods are returned to us, you are responsible if the goods are lost, damaged or destroyed. You have a legal obligation to take reasonable care of the goods while they are in your possession. If you fail to comply with

this obligation or the goods have been unnecessarily handled by you, we reserve the right to make a deduction from any refund due to you.

If the product returned is not in fully resaleable condition, or is damaged in any way, we reserve the right to refuse a refund on the item, or to deduct an amount from the original selling price which we believe in our reasonable opinion amounts to the level of damage caused. This does not affect your statutory rights.

If you return faulty goods for a refund, you will be refunded any delivery cost you paid to get the item sent to you. If you return goods that are not faulty, we reserve the right to refund you less the cost of any charges we have incurred.

If you need to return an item purchased via our website please contact us, the easiest way to do this is by e-mail at [enquiries@neveli.co.uk](mailto:enquiries@neveli.co.uk) Telephone 01473 828914/01787 210277 or in writing to Whitwell Services Ltd or Nevelli Designer Home Heating & Interiors. Please include details of your order to help us to identify it.

### **5.3 Damage in Transit:**

Great care is taken to ensure your product is not damaged in transit. In the unlikely event that you receive a damaged product, or the packaging is damaged, it is your responsibility to report this information to on receipt. This does not affect your statutory rights.

## **6.TERMS OF USE WEBSITE**

Our site [www.nevellidesignerradiators.co.uk](http://www.nevellidesignerradiators.co.uk), is owned and operated by Whitwell Services, a limited company registered in England under, 10088669, registered office address The White House, The Tye, Kersey, Ipswich, Suffolk, IP7 6HB and whose main trading address 12 The Highstreet, Hadleigh, Ipswich, Suffolk IP7 5AP is Our VAT number is 286085571.

Please read these Terms of Use carefully and ensure that you understand them. Your agreement to comply with and be bound by these Terms of Use is deemed to occur upon your first use of Our Site. If you do not agree to comply with and be bound by these Terms of Use, you must stop using Our Site immediately.

### **6.1 Definitions and Interpretation:**

In these Terms of Use, unless the context otherwise requires, the following expressions have the following meanings:

“Account” means an account required for a User to access and/or use certain areas of Our Site,

“Content” means any and all text, images, audio, video, scripts, code, software, databases and any other form of information capable of being stored on a computer that appears on, or forms part of, Our Site;

“User” means a user of Our Site;

“User Content” means any content submitted to Our Site by Users including, but not limited to, product reviews and comments; and

“We/Us/Our” Whitwell Services Ltd. Whitwell Services Ltd,T/A as Nevelli Designer Home Heating & Interiors

### **6.2 Access to Our Site**

- Access to Our Site is free of charge.
- It is your responsibility to make any and all arrangements necessary in order to access Our Site.
- Access to Our Site is provided “as is” and on an “as available” basis. We may alter, suspend or discontinue Our Site (or any part of it) at any time and without notice. We will not be liable to you in any way if Our Site (or any part of it) is unavailable at any time and for any period.

## 6.3 Use of Website Registration/Account

You warrant that the personal information which you are required to provide when you register as a customer is true, accurate and complete and that you will notify us of any changes.

Certain parts of Our Site (including the ability to purchase goods from Us) may require an Account in order to access them.

- You may not create an Account if you are under 18 years of age. [If you are under 18 years of age and wish to use the parts of Our Site that require an Account, your parent or guardian should create the Account for you and you must only use the Account with their supervision.]
- When creating an Account, the information you provide must be accurate and complete. If any of your information changes at a later date, it is your responsibility to ensure that your Account is kept up-to-date.
- If you believe your Account is being used without your permission, please contact Us immediately at
- We will not be liable for any unauthorised use of your Account.
- Any personal information provided in your Account will be collected, used, and held in accordance with your rights and Our obligations under current regulations.
- If you wish to close your Account, you may do so at any time. Closing your Account will result in the removal of your information. Closing your Account will also remove access to any areas of Our Site requiring an Account for access.

## 6.4 Intellectual Property Rights

With the exception of User Content, all Content included on Our Site and the copyright and other intellectual property rights subsisting in that Content, unless specifically labelled otherwise, belongs to or has been licensed by Us. All Content (including User Content) is protected by applicable United Kingdom and international intellectual property laws and treaties.

You may not reproduce, copy, distribute, sell, rent, sub-licence, store, or in any other manner re-use Content from Our Site unless given express written permission to do so by Us.

You may:

- Access, view and use Our Site in a web browser (including any web browsing capability built into other types of software or app);
- Download Our Site (or any part of it) for caching;
- Print [one copy of any] page(s) from Our Site;
- Download extracts from pages on Our Site; and
- Save pages from Our Site for later and/or offline viewing.
- Our status as the owner and author of the Content on Our Site (or that of identified licensors, as appropriate) must always be acknowledged.

You may not use any Content printed, saved or downloaded from Our Site for commercial purposes without first obtaining a licence from Us (or our licensors, as appropriate) to do so. This does not prohibit the normal access, viewing and use of Our Site for general information purposes whether by business users or consumers.

## 6.5 Links to Our Site:

You may link to Our Site provided that:

- You do so in a fair and legal manner;
- You do not do so in a manner that suggests any form of association, endorsement or approval on Our part where none exists;
- You do not use any logos or trademarks displayed on Our Site without Our express written permission; and

- You do not do so in a way that is calculated to damage Our reputation or to take unfair advantage of it.
- You may link to any page of Our Site.
- Framing or embedding of Our Site on other websites is not permitted without Our express written permission. Please contact Us at [enquiries@whitwellservices.co.uk](mailto:enquiries@whitwellservices.co.uk) for further information.

You may not link to Our Site from any other site the main content of which contains material that:

- Is sexually explicit.
- Is obscene, deliberately offensive, discriminates, hateful or otherwise inflammatory.
- Promotes violence.
- Promotes or assists in any form of unlawful activity.
- Implies any form of affiliation with Us where none exists.

Links to other sites may be included on Our Site. Unless expressly stated, these sites are not under Our control. We neither assume nor accept responsibility or liability for the content of third-party sites. The inclusion of a link to another site on Our Site is for information only and does not imply any endorsement of the sites themselves or of those in control of them.

## 6.6 Disclaimers

Nothing on Our Site constitutes advice on which you should rely. It is provided for general information purposes only. We recommend professional or specialist advice should always be sought before taking any action on the basis of any information provided on Our Site.

Insofar as is permitted by law, We make no representation, warranty, or guarantee that Our Site will meet your requirements, that it will not infringe the rights of third parties, that it will be compatible with all software and hardware, or that it will be secure. If, as a result of Our failure to exercise reasonable care and skill, any digital content from Our Site damages your device or other digital content belonging to you, you may be entitled to certain legal remedies. For more details concerning your rights and remedies as a consumer, please contact your local Citizens Advice Bureau or Trading Standards Office.

We make reasonable efforts to ensure that the Content on Our Site is complete, accurate, and up-to-date. We do not, however, make any representations, warranties or guarantees (whether express or implied) that the Content is complete, accurate, or up-to-date.

We are not responsible for the content or accuracy, or for any opinions, views, or values expressed in User Content. Any such opinions, views, or values are those of the relevant User and do not reflect Our opinions, views, or values in any way.

## 6.7 Our Liability

The provisions of this Clause apply only to the use of Our Site and not to the sale of goods, which is governed separately by Our Terms of Sale.

To the fullest extent permissible by law, We accept no liability to any User for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) Our Site or the use of or reliance upon any Content (including User Content) included on Our Site.

To the fullest extent permissible by law, we exclude all representations, warranties, and guarantees (whether express or implied) that may apply to Our Site or any Content included on Our Site.

If you are a business user, We accept no liability for loss of profits, sales, business or revenue; loss of business opportunity, goodwill or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.

We exercise all reasonable skill and care to ensure that Our Site is free from viruses and other malware. We accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material or event that may adversely affect your hardware, software, data or other material that occurs as a result of your use of Our Site (including the downloading of any Content from it) or any other site referred to on Our Site.

We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of Our Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.

Nothing in these Terms of Use excludes or restricts Our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted by law. For full details of consumers' legal rights, including those relating to digital content, please contact your local Citizens' Advice Bureau or Trading Standards Office.

## **6.8 Viruses, Malware and Security**

We exercise all reasonable skill and care to ensure that Our Site is secure and free from viruses and other malware.

- You are responsible for protecting your hardware, software, data and other material from viruses, malware, and other internet security risks.
- You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via Our Site.
- You must not attempt to gain unauthorised access to any part of Our Site, the server on which Our Site is stored, or any other server, computer, or database connected to Our Site.
- You must not attack Our Site by means of a denial of service attack, a distributed denial of service attack, or by any other means.

## **6.9 Acceptable Usage Policy**

You may only use Our Site in a manner that is lawful and that complies with the provisions of this Clause Specifically:

- You must ensure that you comply fully with any and all local, national or international laws and/or regulations.
- You must not use Our Site in any way, or for any purpose, that is unlawful or fraudulent.
- You must not use Our Site to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software, or data of any kind; and
- You must not use Our Site in any way, or for any purpose, that is intended to harm any person or persons in any way.

When submitting User Content (or communicating in any other way using Our Site), you must not submit, communicate or otherwise do anything that:

- Is sexually explicit.
- Is obscene, deliberately offensive, discriminates, hateful or otherwise inflammatory.
- Promotes violence.
- Promotes or assists in any form of unlawful activity.
- Implies any form of affiliation with Us where none exists.

We reserve the right to suspend or terminate your access to Our Site if you materially breach the provisions of this Clause or any of the other provisions of these Terms of Use. Specifically, we may take one or more of the following actions:

- Remove or your right to access Our Site.
- Remove any User Content submitted by you that violates this Acceptable Usage Policy.
- Issue you with a written warning.
- Take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach.
- Disclose such information to law enforcement authorities as required or as We deem reasonably necessary; and/or
- Any other actions which we deem reasonably appropriate (and lawful).

We hereby exclude any and all liability arising out of any actions (including, but not limited to those set out above) that We may take in response to breaches of these Terms of Use.

## **6.10 Privacy Policy & Cookies**

Nevelli Designer Home Heating and Interiors is committed to respecting your privacy and to complying with applicable data protection and privacy laws.

You can visit our website without disclosing any personally identifiable information about yourself (although please note that we may use cookies and collect other non-personally identifiable information about your browsing activity – see our cookie policy for more information).

If you do submit personal information by completing a web form, for example, you can be assured that we will use your personal information only to support your continuing relationship with Nevelli.

We wish to help you make informed decisions, so please take a few moments to read our Privacy Notice, (Section 7) and learn how we may use your personal information. The Policy notice will help you to understand how we collect, use and protect your information when you visit our website and when you generally use our services.

## **6.11 Changes to these Terms of Use**

We may alter these Terms of Use at any time. (If We do so, details of the changes will be highlighted as applicable) You are therefore advised to check these terms from time to time.

In the event of any conflict between the current version of these Terms of Use and any previous version(s), the provisions current and in effect shall prevail unless it is expressly stated otherwise.

These Terms and Conditions, and the relationship between you and Us (whether contractual or otherwise) shall be governed by and construed in accordance with the law of England & Wales.

## **7 PRIVACY NOTICE**

This Privacy Notice is for clients of Whitwell Services Ltd/Nevelli Designer Home Heating & Interiors.

### **7.1 About Us:**

Whitwell Services Ltd is a plumbing and heating company, registered in England and Wales, registration number 10088669, Registered Office: The White House, The Tye, Kersey, Ipswich, Suffolk, IP7 6HB. Whitwell Services Ltd T/A as Nevelli Designer Home Heating & Interiors is a designer radiator company, bathroom and kitchen installers and interior design services. Referred to in this document as 'Whitwell's', 'Nevelli', 'we/our/us/The Company'.

For the purposes of the data processing described in this statement, Whitwell's and Nevelli act as the Data Controller unless otherwise stated.

Throughout this Privacy Notice we refer to the client(s) as 'you'.

## **7.2 Commitment:**

If you use our services, you can be assured that we are committed to making sure that any information we hold about you will be collected, stored and used in accordance with The Data Protection Act 2018 and General Data Protection Regulation 2016/679 (GDPR).

This means that we adhere to the data protection principles of only holding information about you that is relevant to our work with you, that we make sure the information that we hold is accurate, up to date, secure, and only kept for as long as we need it in order to discharge our responsibilities to you safely and effectively, and for the purposes of compliance .

Should you have any questions relating to this notice or our processing of personal data, please email our Privacy Lead and Managing Director Luke Whitwell, [Luke.Whitwell@Whitwellservices.co.uk](mailto:Luke.Whitwell@Whitwellservices.co.uk) or contact us at the registered company address noted above.

## **7.3 When we collect your information:**

When you access Whitwell or Nevelli services, we will need to use your details and information to undertake an initial assessment in order to provide a service and/or contact you. This information may be collected directly from you through a face-to-face meeting or over the telephone, by letter or secure email.

This will include your name, where you live, information about which service you require and the nature of works that we are doing with you.

Data collected from you will be retained while you use our service and may be held for a number of years after you cease using the service for compliance purposes.

## **7.4 During your engagement with us:**

Throughout your engagement with us, we will record information about the service provided to you.

We collect this information so that we can keep in touch with you during the course of the work we are doing with you. This will help us to fully understand your needs, recommend actions and improve the services that we deliver to you.

Data collected during service delivery may need to be held as appropriate and securely for a number of years after you cease using the service for compliance purposes.

## **7.5 When you contact us:**

If you contact us, a member of our team will collect information about your enquiry and the details of your call. If necessary and with your consent, they may then refer you to an approved subcontractor to resolve your request.

## **7.6 If you make a complaint:**

If you make a complaint about the services you have received or one of team, the details of the complaint will be recorded and processed to investigate and resolve the issue. Information will only be provided to relevant members of our team.

## **7.7 What Personal Information do we Record?**

We collect only the personal data that we require to provide you with services, fulfil contracts or keep in touch.

The data we collect enables us to deliver services that are that are most appropriate to your needs. Should you choose not to divulge this information to us, it may affect our ability to provide the service to you.

## **7.8 Invoices & Payments:**

Whitwell's & Nevelli retain copies of customer invoices/credits/quotation files in accordance with our data retention policy and legal and compliance requirements. We will not keep your file for longer than it is needed. Once your file is no longer required, it will be securely disposed of.

## **7.9 Card Payments:**

Whitwell Services Ltd & Nevelli do not hold or store any debit or credit card details.

## **7.10 Who will have access to information about me?**

Your information will only be accessed by people who need to do so as part of their role. This could include:

- Staff working at the service that you use.
- Staff supporting the delivery of our services.
- Our approved subcontractors and their staff working for our approved subcontractors to operate our services, Industry legislative bodies that regulate the services we provide.
- Or to whom we have an obligation to register services or installations as appropriate, (to ensure that we are doing a good job and keeping clear and accurate records) or to meet any other legal or regulatory requirements (for example to comply with a court order) or obligations in accordance with applicable law. In the following limited circumstances, we may also be obliged to share your information:
  - If we believe you or somebody else could be at risk if we do not do so.
  - If we are legally obliged to share your information.
  - We may disclose information about you and contact details for delivery purposes.
  - In the event that we undergo re-organisation or are sold to a third party, in which case you agree that any personal information we hold about you may be transferred to that re-organised entity or third party for the purposes and subject to the terms of this Privacy Policy Notice.

Please note that we do not sell or pass your personal information to third parties (other than as set out in the paragraph above) unless you have given us permission or unless it is strictly necessary to deliver the services used by you. For example, we may disclose your data to a credit card company to validate your credit card details and obtain payment.

We also have third party professional relationships with service providers such as a accountant, website manager, insurance and Human Resources. All of these providers might have access to your information but have strict compliance with this privacy policy.

## **7.11 How do we use your information?**

Whitwell's and Nevelli will only use your information in a fair and transparent manner and where we have a legal basis for doing so.

We may use your information for several purposes which may include:

- Managing and administering your account,
- Delivering services,
- Information requested by you,
- Responding to complaints or account enquiries,
- Administering debt recoveries,
- Verifying your identity when required.

We may also contact you with information about new developments, products, services and special offers by post, telephone and automated means such as email (subject to any preferences expressed by you).

If you have consented to receive details of services and updates you can contact us at any time to have your details removed from our list, to update your information or to otherwise tell us how you would like to receive information about our and/or third party products and services.

To update your marketing preferences please email [enquiries@whitwellservices.co.uk](mailto:enquiries@whitwellservices.co.uk) or [enquiries@nevelli.co.uk](mailto:enquiries@nevelli.co.uk) as applicable and tell us what you want us to do (e.g. 'opt-out Email'). If you unsubscribe this will be updated in your details within a reasonable timeframe, you may continue to receive emails while this is processed.

## **7.12 Communications from Us:**

In order to provide the services that you have registered for, we will need to communicate with you to arrange meetings and visits and discuss aspects of your requirements.

This communication may be via mail, email, telephone or SMS. Communications from Us

If we have your contact details, we may from time to time send you important notices by email. Such notices may relate to matters including, but not limited to, service changes, changes to these Terms of Use, Our Terms of Sale.

We will never send you marketing emails of any kind without your express consent. If you do give such consent, you may opt out at any time. Any and all marketing emails sent by Us will include an invitation for you to 'opt out'. If you unsubscribe this will be updated in your details within a reasonable timeframe, you may continue to receive emails while this is processed.

For questions or complaints about communications from Us (including, but not limited to marketing emails), please contact Us at [enquiries@whitwellservices.co.uk](mailto:enquiries@whitwellservices.co.uk)

## **7.13 Legal Basis: performance of contract**

### **To send you and information or service:**

Where we provide annual services to e.g. boiler services to maintain product warranties and safety.

#### **Legal Basis: performance of contract**

### **To tell you about events and other services that may be of interest to you:**

If we feel that you may be interested in services or products for which you are not currently registered, we would like to send you this information.

#### **Legal basis: legitimate interests**

We reserve the right use your email for correspondence unless you state that you do not wish us to do so.

#### **Legal Basis: consent**

### **To provide the services you have agreed to:**

We will process your personal information in order to provide the services for which you have requested.

We will use the information to work out how best we can help you, to provide the best possible service to you, and to record the work that we have done and to assess how that work has gone.

#### **Legal Basis: public task / legal obligation / legitimate interests / performance of contract**

## **To publicise the work that we do:**

Whitwell's & Nevelli would like to make people aware of the work that we do, this enables us to expand our services and grow our business. We may use anonymised examples of work for our clients or you're your permission to include works we have done you in our company portfolio or/and as part of our advertising/marketing campaigns.

## **Legal Basis: legitimate interests**

### **7.14 Rights**

You have the following rights with respect to the data that we hold about you.

#### **Right to access:**

If you would like to see the information that Whitwell's or Nevelli holds about you, please email [Luke.Whitwell@whitwellservices.co.uk](mailto:Luke.Whitwell@whitwellservices.co.uk) or write to us at the address above

We will then be able to arrange either for you to be sent a copy of the information.

***In order to protect the privacy of others, we may not be able to share information about other people related to the record of information we hold on you.***

***To make a formal request to correct or make any changes to the information, or for us to delete the information we hold about you, please email [Luke.Whitwell@whitwellservices.co.uk](mailto:Luke.Whitwell@whitwellservices.co.uk) or write to us at the above.***

### **7.15 Once I have finished using Whitwell or Nevelli services, what happens to my information?**

Once you have finished using our services, we will then delete or archive your file and keep it in accordance with our data retention policy and legal and compliance requirements. We will not keep your file for longer than it is needed. Once your file is no longer required, it will be securely disposed of. You can request access to the file at any point prior to its destruction.

### **7.16 Changes:**

Whitwell's & Nevelli reserve the right to make changes to our privacy policy from time to time. Where we do so, we will publish the new policy as appropriate.

## **8. Privacy Notice Website:**

**This privacy notice refers to the website detailed within this clause.**

The Nevelli Designer Home Heating and Interiors ("Nevelli", "us", "we" or "our", "The Company") website is owned and operated by Whitwell Services Ltd. The Company is committed to respecting your privacy and to complying with applicable data protection and privacy laws.

You can visit our website without disclosing any personally identifiable information about yourself (although please note that we may use cookies and collect other non-personally identifiable information about your browsing activity – see our cookie policy for more information).

If you do submit personal information by completing a web form, for example, you can be assured that we will use your personal information only to support your continuing relationship with Nevelli.

### **8.1 Non-personal Identifying Information**

We may also collect non-personally identifying information about your visit to our website based on your browsing activities. This information may include the pages you browse, and the products/services viewed for example. This helps us to better manage and develop our site, to provide you with a more enjoyable, customised service and experience in the future, and to help us develop and deliver better services tailored to your individual interests and needs. From time to time, if you consented accordingly, we may also store and use your information to contact you for market research and marketing purposes. We may contact you by email, phone or mail.

## **8.2 Information Security**

We recognise that it's our customers are increasingly concerned about how companies protect personal information from misuse and abuse and about privacy in general. We are committed to working with our website management to constant reviewing and enhancing of technical, physical and managerial procedures and rules to protect your personal data from unauthorised access, accidental loss and/or destruction. For example, our website and management portals are covered by HTTPS.

Please be aware that communications over the Internet, such as emails, are not secure unless they have been encrypted. Your communications may route through a number of countries before being delivered – this is the nature of the Internet. We cannot accept responsibility for any unauthorised access or loss of personal information that is beyond our control.

## **8.3 Privacy Support**

We reserve the right to amend or modify this Privacy Policy statement at any time and in response to changes in applicable data protection and privacy legislation.

If we decide to change our Privacy Policy, we will post the changes on our website so you know what information we collect and how we use it. If at any point we decide to use personally identifiable information in a manner different from that stated at the time it was collected, we will tell you. You will have a choice as to whether or not we are able to use your information in this different manner.

## **8.4 Monitoring and or recording of Communications**

Monitoring or recording, emails, text messages and other communications may take place in accordance with UK law, and in particular for business purposes, such as for quality control and training, to prevent unauthorised use of our website, to ensure effective systems operation and in order to prevent or detect crime.

## **9. Cookie Policy**

Cookies are tiny files of letters and numbers that are stored on your computer when you visit web pages.

We use cookies for the following reasons:

- To ensure that your shopping basket and orders work properly.
- To allow us to recognise and count the number of visitors to our site and to see how visitors move around the site when they're using it.

We do not store personally identifiable information in the cookies we create, but we do use information gathered from them to improve our website.