

SUPPLEMENTARY TERMS FOR CONSUMERS

1. THESE TERMS

- 1.1 **When these supplementary terms apply.** These supplementary terms are only applicable where we provide you with goods and/or services, and you are a consumer. This means that you are procuring the goods and/or services without any connection to a business or commercial enterprise.
- 1.2 **How these supplementary terms work.** In relation to any goods and services (except hiring of goods) we are supplying to you, these supplementary terms apply in addition to our Terms & Conditions of Supply of Goods & Services. In relation to any goods we are hiring to you, these supplementary terms apply in addition to our Terms & Conditions of Hire. In either case, these supplementary terms will override any conflicting terms elsewhere in our contract with you.
- 1.3 **Why you should read them.** Please read these supplementary terms carefully before you submit your order to us. These supplementary terms tell you who we are, your statutory rights (including your rights to end the contract), what to do if there is a problem and other important information. If you think that there is a mistake in these terms please contact us to discuss.
- 1.4 **What "products" means.** When we use the word "product" or "products", this means both goods and services (or whichever you have ordered from us).

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 **Who we are.** We are Lion Containers Limited a company registered in England and Wales. Our company registration number is 07944912 and our registered office is at Polymer Court, Hope Street, Dudley, West Midlands, DY2 8RS
- 2.2 **How to contact us.** You can contact us by telephoning our customer service team on 0333 600 6260 or by writing to us at info@lioncontainers.co.uk or Progress House, Brookfield Drive, Cannock, Staffordshire, WS11 0JN
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. PROVIDING THE PRODUCTS

- 3.1 **Your legal rights if we deliver goods late.** You have legal rights if we deliver any goods late. If we miss the delivery deadline set out in our Customer Order Confirmation for any goods then you may treat the contract as at an end straight away if any of the following apply:
 - 3.1.1 we have refused to deliver the goods;
 - 3.1.2 delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
 - 3.1.3 you told us before we accepted your order that delivery within the delivery deadline was essential by including this point in the Customer Order Confirmation.
- 3.2 **Setting a new deadline for delivery.** If you do not wish to treat the contract as at an end straight away, or do not have the right to do so under clause 3.1, you can give us a new deadline for delivery, which must be reasonable, and you can treat the contract as at an end if we do not meet the new deadline.
- 3.3 **Ending the contract for late delivery.** If you do choose to treat the contract as at an end for late delivery under clause 3.1 or clause 3.2, you can cancel your order for any of the goods or reject goods that have been delivered. If you wish, you can reject or cancel the order for some of those goods (not all of them), unless splitting them up would significantly reduce their value (for example, you will not be permitted to separate a shipping container from any accessories or additions that were provided with or for it). After that we will refund any sums you have paid to us for the cancelled goods and their delivery. If the goods have been delivered to you, you must allow us to collect them from you. We will pay the costs of collection. Please call customer services on 0333 600 6260 or write to us at info@lioncontainers.co.uk or Progress House, Brookfield Drive, Cannock, Staffordshire, WS11 0JN

4. YOUR RIGHTS TO END THE CONTRACT

- 4.1 **Your rights to end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you wish to end the contract:
 - 4.1.1 **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), see clause 6 – please see the main contract terms which explain the position with regards to dents, rust etc **not** constituting a fault or defect;
 - 4.1.2 **If you want to end the contract because of something we have done or have told you we are going to do, see clause 4.2;** or
 - 4.1.3 **If you have just changed your mind about the product, see clause 4.3.** You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods.
- 4.2 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at 4.2.1 to 4.2.5 below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:
 - 4.2.1 we have told you about an upcoming change to the product or these terms which you do not agree to;
 - 4.2.2 we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
 - 4.2.3 there is a risk that supply of the products may be significantly delayed because of events outside our control;
 - 4.2.4 we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 30 days; or
 - 4.2.5 you have a legal right to end the contract because of something we have done wrong.
- 4.3 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most products bought by exchange of emails you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.
- 4.4 **When you don't have the right to change your mind.** You do not have a right to change your mind in respect of:
 - 4.4.1 goods which have been modified, altered or manufactured to your instructions;
 - 4.4.2 services, once these have been performed, even if the cancellation period is still running; and
 - 4.4.3 any products which become mixed inseparably with other items after their delivery.
- 4.5 **How long do I have to change my mind?** How long you have depends on what you have ordered and how it is delivered.
 - 4.5.1 **Have you bought services (for example, modification of or painting of a shipping container)?** If so, you have 14 days after the date of your acceptance of the Customer Order Confirmation. However, once we have performed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.
 - 4.5.2 **Have you bought goods (for example, a shipping container)?** If so you have 14 days after the day you (or someone you nominate) receives the goods, unless your goods are split into several deliveries over different days (in which case you have until 14 days after the day you (or someone you nominate) receives the last delivery to change your mind about the goods).
- 4.6 **Ending the contract where we are not at fault and there is no right to change your mind.** You do not have the right to end the contract in these circumstances.

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

- 5.1 **Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:
 - 5.1.1 **Phone or email.** Call customer services on 0333 600 6260 or write to us at info@lioncontainers.co.uk. Please provide details of what you bought, when you ordered or received it and your name and address.

- 5.1.2 **By post.** Write to us at Progress House, Brookfield Drive, Cannock, Staffordshire, WS11 0JN including details of what you bought, when you ordered or received it and your name and address.
- 5.2 **Returning products after ending the contract.** If you end the contract for any reason after products have been dispatched to you or you have received them, you must allow us to collect them from you. Please call customer services on 0333 600 6260 or write to us at info@lioncontainers.co.uk or Progress House, Brookfield Drive, Cannock, Staffordshire, WS11 0JN to arrange collection. If you are exercising your right to change your mind you must allow us to collect the goods within 14 days of telling us you wish to end the contract.
- 5.3 **When we will pay the costs of return.** We will pay the costs of return:
- 5.3.1 if the products are faulty or misdescribed; or
- 5.3.2 if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.
- In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.
- 5.4 **What we charge for collection.** If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection (as advised by our delivery & collection contractors from time-to-time), plus any fees and charges that we incur (including without limitation transport, storage, handling, hire, lifting, depot or other fees and charges).
- 5.5 **How we will refund you.** We will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.
- 5.6 **Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind:
- 5.6.1 We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which was not in accordance with our contract or good industry practice. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us the cost to us of restoring the goods to the condition that they were in immediately prior to delivery to you.
- 5.6.2 The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.
- 5.6.3 Where the product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract, but may be increased where (for example) a disproportionately large element of our expenditure to third parties occurred during the elapsed part of the period of supply of services than would have occurred in the remaining part.
- 5.7 **When your refund will be made.** We will make any refunds due to you as soon as reasonably possible. If you are exercising your right to change your mind then your refund will be made within 14 days of you telling us that you have changed your mind.

6. IF THERE IS A PROBLEM WITH THE PRODUCT

- 6.1 **How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can telephone our customer service team on 0333 600 6260 or write to us at info@lioncontainers.co.uk or Progress House, Brookfield Drive, Cannock, Staffordshire, WS11 0JN
- 6.2 **Summary of your legal rights.** We are under a legal duty to supply products that are in conformity with the contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

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

up to 30 days: if your goods are faulty, then you can get an immediate refund.

up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.

up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

See also clause 4.2 and the main contract terms for details of the specification for any goods.

If your product is **services**, for example modification of or painting of a shipping container, the Consumer Rights Act 2015 says:

you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.

if you haven't agreed a price beforehand, what you're asked to pay must be reasonable.

if you haven't agreed a time beforehand, it must be carried out within a reasonable time.

See also clause 4.2 and the main contract terms for details of the specification for any services.

- 6.3 **Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products you must allow us to collect them from you. We will pay the costs of postage or collection. Please call customer services on 0333 600 6260 or write to us at info@lioncontainers.co.uk or Progress House, Brookfield Drive, Cannock, Staffordshire, WS11 0JN to arrange collection.

7. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 7.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 7.2 **When we are liable for damage to your property.** If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.
- 7.3 **We are not liable for business losses.** We only supply the products to you for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

8. MISCELLANEOUS

- 8.1 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.
- 8.2 **Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider CEDR. You can submit a complaint to CEDR via their website at <https://www.cedr.com/>. In addition, please note that disputes may be submitted for online resolution to the *European Commission Online Dispute Resolution* platform.