

Terms and Conditions for the Swellaway Instalment Plan

1) Introduction

- a) These terms (the "**Agreement**") govern the sale of goods (the "**Products**") to 'you' through an instalment plan. Please read this Agreement carefully. If you think that there is a mistake in these terms, please contact us prior to acceptance.
- b) We are Swellaway Ltd (the "**Company**") a company registered in England and Wales with company registration number 06940022 and our registered office at Great Oak Farm Offices, Mag Lane, Lymm, Cheshire, WA13 0TF. Our registered VAT number is 164605706.

You can contact us by telephoning our customer services team on 01925 751 027, by emailing us at customerservices@swellaway.com, or by writing to us at Swellaway Customer Services, Great Oak Farm Offices, Mag Lane, Lymm, Cheshire, WA13 0TF.

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 provide to us when placing your order.

When we use the words "writing" or "written" in these terms, this includes emails.

- c) You will be entitled to different instalment plans depending on whether you are a consumer or a business customer (a "**Business**").
 - i) If you are an individual and you are ordering a product from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession), you will be deemed to be a "**Consumer**", in which case you will be able to pay in twelve (12) interest-free monthly instalments (subject to meeting our eligibility criteria in clause 2(a)).
 - ii) If you are a Business, you will be able to pay in fourteen (14) interest-free monthly instalments (subject to meeting our eligibility criteria in clause 2(b)).

Each of the instalment plans referred to in clauses 1(c)(i) and 1(c)(ii) shall be referred to together in this Agreement as the "**Instalment Plan(s)**".

2) Eligibility

- a) If you are a Consumer, to be eligible to pay using an Instalment plan, you must be of at least 18 years of age and reside in the United Kingdom.
- b) If you are a Business, to be eligible to pay using an Instalment Plan, your Business must be incorporated in the United Kingdom. You will also not be eligible to pay using an Instalment Plan if you are a sole trader, a partnership with fewer than four (4) partners or an unincorporated association.
- c) Our decision to allow you to pay using an Instalment Plan may also be based on our assessment of your credit worthiness which we reserve the right to check with a third-party credit reference agency.
- d) The Company reserves the right in its absolute discretion to decline you paying for the Product using an Instalment Plan.

3) Payments and Cancellation

- a) You agree to make the initial payment upon acceptance of this Agreement (the “**Initial Payment**”). You will then have 24 hours to cancel your Instalment Plan (the “**Cancellation Period**”) by emailing us at customerservices@swellaway.com (the “**Cancellation Notice**”).
- b) If you notify the Company during the Cancellation Period that you wish to cancel the Instalment Plan, the Company will refund the Initial Payment. Refund processing times may vary and can take up to 14 days depending on the customer’s bank.
- c) The balance of your Instalment Plan will be paid through advance payments on the first day of each following calendar month by Standing Order. Evidence of such Standing Order must be provided to the Company as soon as reasonably practicable after you make the Initial Payment. The Company reserves the right to withhold delivery of the Product until such evidence is provided.
- d) You agree to advise us promptly of any change to the Standing Order or contact details you have provided.
- e) You are permitted to make full payment for the Product at any time during the Instalment Plan. If you wish to do so, please contact the Company using any of the contact details below.
- f) Instalment Plans are limited to one Product per customer (Consumer or Business).

4) Ownership

- a) Ownership of the Product shall remain with the Company until full payment has been received under the Instalment Plan, including all applicable taxes, fees, and charges.
- b) You agree not to sell, lease, or otherwise transfer ownership or possession of the Product until full payment has been made. If you do so, all outstanding amounts due under the Instalment Plan will become immediately due to the Company by you.

5) Default and Remedies

- a) We will charge you a late administration fee of £20.00 if you fail to pay the full amount of any instalment.
- b) We may delay or decide not to charge you late fees. If we do not enforce our rights against you for late fees, this will not stop us enforcing those rights at a later date. If you think late fees have been charged in error, please contact us at the details provided below.
- c) If you fail to remedy the default within 7 days from receiving notice, the Company reserves the right to cancel the Instalment Plan and repossess the Product. In such circumstances, all outstanding amounts due under the Instalment Plan will become immediately due to the Company by you.

6) Changes and Amendment

The company reserves the right to change or amend these terms and conditions at any time without prior notice.

7) Governing Law

- a) If you are a **Consumer**, these terms are governed by English law and you can bring legal proceedings in respect of our products in the English courts. If you live in Scotland, you can bring legal proceedings in respect of our products in either the Scottish or the English courts.

If you live in Northern Ireland, you can bring legal proceedings in respect of our products in either the Northern Irish or the English courts.

- b) If you are a **Business**, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

If you have a complaint or need to talk to us about your Instalment Plan, you can contact us by telephoning our customer services team on 01925 751027, by emailing us at customerservices@swellaway.com, or by writing to us at Great Oak Farm Offices, Mag Lane, Lymm, Cheshire, WA13 0TF.