

## Hobbyweld Deposit Terms and Conditions

### IMPORTANT NOTICE:

Unless specifically set out herein, this Contract does not in any way concern the Gas contained in any of Our Cylinders. If you have any queries, complaints or concerns regarding the Gas or the Cylinders these should be raised with the stockist from whom you purchased it. These Conditions are the terms and conditions on which We supply Cylinders to You. The Stockist from who you obtain the Cylinder is Our agent for the purposes of this Contract only. As a consumer you have legal rights in relation to goods and Cylinders that are faulty or which are not as described to you.

**YOUR ATTENTION IS DRAWN TO CLAUSE 6 WHICH LIMITS OUR LIABILITY TO YOU**

### 1. DEFINITIONS

When the following words with capital letters are used in these Conditions, this is what they will mean:

- 1.1. "We/Our/Us" means Dixons of Westerhope Limited, trading as "Hobbyweld".
- 1.2. "You/Your" means the individual deposit holder whose name and address is set out overleaf.
- 1.3. "Conditions" means the terms and conditions set out in this document.
- 1.4. "Contract" means the contract between You and Us for the provision of Cylinders, incorporating these Conditions and the Cylinder Deposit Form.
- 1.5. "Cylinder" means cylinders and other containers (including the valve, valve guards and other ancillary equipment and materials) provided to You by Us, including but not limited to, those cylinders which You have ticked on the Cylinder Deposit Form overleaf;
- 1.6. "Cylinder Deposit Form" means the form completed by You overleaf;
- 1.7. "Deposit" means the deposit payable by You to Us in accordance with Condition 7.1;
- 1.8. "Exchange" means the return of a Cylinder to Us or a Stockist, in exchange for a new full Cylinder.
- 1.9. "Gas" means any gas purchased by you from a Stockist which is contained in the Cylinders.
- 1.10. "Refund" means the refund of the Deposit to You by Us directly or via a Stockist on return of the Cylinder and Cylinder Deposit Form, pursuant to Conditions 7.2 and 7.3.
- 1.11. "Stockist" means a Hobbyweld approved stockist. An up to date list of Our approved Stockists can be accessed via Our website at [www.hobbyweld.co.uk](http://www.hobbyweld.co.uk).

### 2. OUR CONTRACT WITH YOU

- 2.1. Please ensure that you read these Conditions carefully, and check that the details on the Cylinder Deposit Form are complete and accurate, before you sign it.
- 2.2. These Conditions are binding upon You and Us when you sign the Cylinder Deposit Form overleaf.

### 3. OWNERSHIP OF THE CYLINDERS

- 3.1. The Cylinders shall remain our property at all times and You have no right, title or interest in or to the Cylinders at any time. The Cylinders are provided by Us to You only as a means of transporting and storing the Gas supplied to You by a Stockist.
- 3.2. You must ensure that you comply with these Conditions for the duration of the Contract.
- 3.3. The risk of loss, theft, damage or destruction of the Cylinders shall pass to You from the point at which they are delivered to You by a Stockist.
- 3.4. The Cylinder(s) remain at Your sole risk until such time as the Cylinder(s) in question are returned and expressly accepted by Us or a Stockist by way of the completion and signature by the relevant parties to the "Repossession" section of the Cylinder Deposit Form overleaf.

### 4. YOUR USE AND STORAGE OF THE CYLINDERS

- 4.1. You must not re-fill any of the Cylinders with any gas or other substance or material whatsoever. If the Cylinder is empty You should return it as soon as possible to Us or to a Stockist for a Refund or Exchange.
- 4.2. You must not at any time sell, hire, lease, assign, transfer, charge, mortgage, lend, abandon, damage, deface, alter, tamper, repair, service, fill or otherwise interfere with, dispose or part with the possession or control of the Cylinders (other than by returning them to Us or a Stockist).
- 4.3. You are responsible for the Cylinders for the duration of the Contract, in particular You shall ensure that:
  - 4.3.1. the Cylinders are kept and operated in a suitable environment and only used for the purposes for which they are designed, and operated in a proper manner in accordance with the safety instructions set out in the Cylinder Deposit Form overleaf, as updated by Us from time to time;
  - 4.3.2. You will at all times keep the Cylinders in good condition (fair wear and tear only excepted), and provided that You will not repair or service the Cylinders;
  - 4.3.3. You will not use the Cylinders for any unlawful purpose; and
  - 4.3.4. You will ensure that at all times the Cylinders remain identifiable as being Our property.

### 5. GAS CONTAINED IN THE CYLINDERS

- 5.1. The only substance, gas or other material which should be contained in the Cylinders at any time is the Gas as provided to you by the Stockist.
- 5.2. We are not responsible or liable to you in any way in connection with any claims arising from or relating to Your use of the Gas. The Contract relates only to the provision of the Cylinders.

### 6. OUR LIABILITY TO YOU

- 6.1. Subject to clauses 6.2 and 6.3 below, You acknowledge and agree that We shall not be responsible for any loss or damage to You or any third party including but not limited to damage to property and personal injury arising out of or in connection with any misuse or mishandling of the Cylinders howsoever caused by You or any third party, including but not limited to where You or any third party has acted negligently.
- 6.2. If We fail to comply with these Conditions, We are responsible for loss or damage you suffer that is a foreseeable result of Our breach of the Conditions 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.
- 6.3. Nothing contained in these Conditions is intended to exclude or limit in any way Our liability for:
  - 6.3.1. death or personal injury caused by Our negligence or the negligence of Our employees, agents (including the Stockist) or subcontractors;
  - 6.3.2. fraud or fraudulent misrepresentation;
  - 6.3.3. breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
  - 6.3.4. breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
  - 6.3.5. defective products under the Consumer Protection Act 1987.

### 7. DEPOSIT AND REFUNDS

- 7.1. A deposit is payable by You in respect of each Cylinder provided to You by Us (the "Deposit") The Deposit payable for a Cylinder referred to in the Cylinder Deposit Form is set out therein. The total Deposit sum must be paid to Us in cleared funds or in cash via the Stockist (acting as our agent) before the Cylinders will be released to You.
- 7.2. The Deposit paid for a Cylinder will be refunded to You, less the applicable administration charge set out in clause 7.3, when the Cylinder referred to in the Cylinder Deposit Form is returned to Us (either directly or via a Stockist) provided such Cylinder is in as good an operating condition as it was on the date it was provided to you by the Stockist (fair wear and tear only excepted) and is accompanied by a completed and signed Cylinder Deposit Form which relates to such Cylinders. If the Cylinder is not returned in accordance with this clause 7.2, we shall be entitled to retain the Deposit.
- 7.3. The administrative charge referred to in clause 7.2 covers the costs incurred by Us in providing the Cylinders to You and the charge shall be:
  - 7.3.1. in the case of a Cylinder which contained Acetylene, £30.00 plus VAT per Cylinder returned;
  - 7.3.2. in the case of a Cylinder which contained HW Ultra, £15.00 plus VAT per Cylinder returned; or
  - 7.3.3. in all other cases, £10.00 plus VAT per Cylinder returned.
- 7.4. If the rate of VAT changes between the date on which the Contract is formed between You and Us (in accordance with Condition 2.2 above) and the date on which You return the Cylinder to Us or a Stockist for a Refund or Exchange, We will adjust the rate of VAT to the rate in force as at the date of return.

### 8. INFORMATION ABOUT US AND HOW TO CONTACT US

- 8.1. We are a company registered in England and Wales. Our company registration number is 04526002 and Our registered office is at Westfield, Newbiggin Lane, Westerhope, Newcastle upon Tyne NE5 1LX.
- 8.2. If you have any questions or if you have any complaints, please contact Us on the contact details overleaf.

### 9. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 9.1. We will use the personal information you provide to Us or our agents to:
  - 9.1.1. provide the Cylinders;
  - 9.1.2. process your Deposit for such Cylinders; and
  - 9.1.3. inform you about similar products or services that We provide, but you may stop receiving these at any time by contacting Us.

### 10. OTHER IMPORTANT TERMS

- 10.1. We may transfer Our rights and obligations under these Conditions to another organisation, and We will always notify you in writing (which for these purposes includes email) if this happens, but this will not affect your rights or Our obligations under these Conditions.
- 10.2. You may only transfer your rights or your obligations under these Conditions to another person if We agree in writing.
- 10.3. This contract is between You and Us. No other person shall have any rights to enforce any of its terms. Each of the clauses of these Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 10.4. If We fail to insist that you perform any of your obligations under these Conditions, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.
- 10.5. If any provision or part-provision of these Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.
- 10.6. These Conditions are governed by English law. You and We both agree to submit to the exclusive jurisdiction of the courts of England and Wales.