

# STS GROUP Terms of Use

## 1. THESE TERMS

1. **What these terms cover.** These are the terms and conditions on which we supply products to you, whether these are goods or services.
2. **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or 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.

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

1. **Who we are.** We are Swiss Time Services Limited a company registered in England and Wales. Our company registration number is 03143852 and our registered office is at Rutland House, 90-92 Baxter Avenue, Southend on Sea, Essex SS2 6HZ. Our registered VAT number is GB583447905.
2. **How to contact us.** You can contact us by telephoning our customer service team at 01702 543100 or by writing to us at info@swisstimeservices.com.
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.
4. **“Writing” includes emails.** When we use the words “writing” or “written” in these terms, this includes emails.

## 3. OUR CONTRACT WITH YOU

1. **How to obtain a price for services.** You can request an estimate for services as follows:-
  1. By post. You can send your watch directly to us at Stonebridge House, Main Road, Hawkwell, Hockley, Essex. SS5 4JH with a covering letter setting out your name, contact details and repair instructions. We advise that you use a form of tracked delivery.
  2. Drop-off. You can drop your watch off to our reception at Stonebridge House, Main Road, Hawkwell, Hockley, Essex. SS5 4JH.
  3. We will provide you with an estimate for the services by email once we have inspected your watch and assessed the services required. We will determine in our absolute discretion:-
    1. the nature and method of the repairs to be undertaken;
    2. the type of replacement parts to be used; and
    3. whether the watch shall be repaired or replaced in whole or in part.

We will ask you to confirm you are happy with the estimate and for us to provide the services before we accept your order.

2. **If you are not happy with the estimate.** If you are not happy with the estimate for services we provide, you must inform us in writing. We will return the watch to you by a recorded delivery service on receipt of payment of the postage costs as follows:-
  1. In respect of a watch that has to be returned to the manufacturer or sent abroad in order for the estimate to be provided the sum of £72.00 inc. VAT.
  2. For any other watch, the sum of £20.00 inc. VAT.
3. **How to obtain a quote for goods.** You can request a quote for goods by contacting us by email at info@swisstimeservices.com, telephone on 01702 543100 or in person at our reception at Stonebridge House, Main Road, Hawkwell, Hockley, Essex. SS5 4JH. We will provide you with a quote for the goods by email and we will ask you to confirm your order by email before we accept your order.
4. **How we will accept your order.** Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.
5. **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.
6. **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

## 4. OUR PRODUCTS

1. **Goods may vary slightly from their pictures.** The images of the goods on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the goods. Your goods may vary slightly from those images.
2. **Product packaging may vary.** The packaging of the product may vary from that shown in images on our website.

## 5. YOUR RIGHTS TO MAKE CHANGES

1. If you wish to make a change to the product you have ordered, please contact us. (info@swisstimeservices.com ) We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change

as we may have to suspend the supply of the product to you. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 8- Your rights to end the contract).

## 6. OUR RIGHTS TO MAKE CHANGES

1. **Minor changes to the services.** We may change the services to implement minor technical adjustments or improvements, for example when a brand has made a technical update to the movement in your watch and requires us to carry out the upgrade free of charge as part of the standard service procedure. These changes will not affect the use of your watch.

## 7. PROVIDING THE PRODUCTS

1. **Delivery costs.** The costs of delivery will be as displayed to you on our website.
2. **When we will provide the products.**
  1. If the products are goods. If the products are goods we will contact you with an estimated delivery date, which will be within 5 working days after the day on which we accept your order.
  2. If the products are services. We will begin the services on the date set out in the order. The estimated completion date for the services is as told to you during the order process. Your watch will be returned to you once payment has been received in accordance with clause 13.4(b).
3. **Delivery.** We shall determine the packaging and method of delivery of the products to your delivery address as specified by you in during the order process. We will provide you with the tracking details for the products by email on the date the product is dispatched. If you do not receive the product by the date set out in our email you must notify us as soon as possible and in any event no later than seven days after the estimated date of delivery.
4. **We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.
5. **Collection by you.** If you have asked to collect the products from our premises, you can collect them from us at any time during our working hours of 09:00 to 17:00 on weekdays (excluding public holidays).
6. **If you do not re-arrange delivery.** If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 11.2 will apply.
7. **When you become responsible for the goods.** A product which is goods will be your responsibility from the time we deliver the product to the address you gave us or you collect it from us.
8. **When you own goods.** You own a product which is goods once we have received payment in full.
9. **We may suspend supply of the products if you do not pay.** If you do not pay us for the products when you are supposed to (see clause 13.4) and you still do not make payment within 14 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will not charge you for the products during the period for which they are suspended. As well as suspending the products we can also charge you interest on your overdue payments (see clause 13.5).

## 8. STOLEN ITEMS

1. **Police notification.** If your watch is on a brand's stolen product database, we shall notify the police who dealt with the original investigation of the theft of the watch and shall provide the police with your contact details. We will follow any instructions provided to us by the police as to how we should proceed with the watch.
2. We will not supply the products to you (unless informed otherwise by the police).

## 9. YOUR RIGHTS TO END THE CONTRACT

1. **You can always 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 decide to end the contract:
  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 12;
  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 9.2;** or
  3. **If you have just changed your mind about the product, see clause 9.3.** 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.
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 (a) to (d) 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:
  1. we have told you about an upcoming change to the product or these terms which you do not agree to;
  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;
  3. there is a risk that supply of the products may be significantly delayed because of events outside our control;
  4. you have a legal right to end the contract because of something we have done wrong).

3. **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most products bought online 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. **When you don't have the right to change your mind.** You do not have a right to change your mind in respect of:
    1. services, once these have been completed, even if the cancellation period is still running;
    2. any products which become mixed inseparably with other items after their delivery.
  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.
    1. **Have you bought services (for example, watch repair)?** If so, you have 14 days after the day we email you to confirm we accept your order. However, once we have completed 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.
    2. **Have you bought goods (for example, watch strap)?** 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 this 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.
10. **HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)**

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:
  1. **Phone or email.** Call customer services on 01702 543100 or email us at [info@swisstimeservices.com](mailto:info@swisstimeservices.com). Please provide your name, home address, details of the order and, where available, your phone number and email address.
  2. **By post.** Print off the form at the end of these terms and conditions and send to us at the address on the form. Or simply write to us at our address (Stonebridge House, Main Road, Hawkwell, Hockley, Essex. SS5 4JH), including details of what you bought, when you ordered or received it and your name and address.
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 return them to us. You must either return the goods in person to where you bought them or post them back to us at Stonebridge House, Main Road, Hawkwell, Hockley, Essex. SS5 4JH by special delivery and in suitable packaging. If you are exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.
3. **When we will pay the costs of return.** We will pay the costs of return:
  1. if the products are faulty or misdescribed;
  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 you must pay the costs of return.

2. **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.
3. **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.
4. **Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind:
  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 would not be permitted in a shop. 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 an appropriate amount.
  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.
  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.
5. **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:
  1. If the products are goods, your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For information about how to return a product to us, see clause 9.2.
  2. In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

11. **ENDING THE CONTRACT**

1. **We may end the contract if you break it.** We may end the contract for a product at any time by writing to you if:

1. you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;
  2. you do not, within a reasonable time, allow us to deliver the products to you or collect them from us.
2. **You may notify us that you no longer wish any repair work to be undertaken** - Provided that we have not commenced the work by the time of your notification. Once we have commenced work, you may no longer amend your instructions- and you will be liable for the fees previously agreed with you.

## 12. IF THERE IS A PROBLEM WITH THE PRODUCT

1. **How to tell us about problems.** If you have any questions or complaints about the product, please contact us as soon as possible. You can telephone our customer service team at 01702 543100, write to us at [info@swisstimeservices.com](mailto:info@swisstimeservices.com) or by post: Stonebridge House, Main Road, Hawkwell, Hockley, Essex SS5 4JH.
2. **Summary of your legal rights.** We are under a legal duty to supply products that are in conformity with this contract. Nothing in these terms will affect your legal rights.
3. **Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them or post them back to us. We will pay the costs of postage. Please call customer services on 01702 543100, email us at [info@swisstimeservices.com](mailto:info@swisstimeservices.com) or by post: Stonebridge House, Main Road, Hawkwell, Hockley, Essex. SS5 4JH for a return label or to arrange collection.

## 13. PRICE AND PAYMENT

1. **Where to find the price for the product.** The price of the product (which includes VAT) will be;
  1. In respect of services, the price set out in our email to you pursuant to clause 3.1 above.
  2. In respect of goods;
    1. the price indicated on the order pages when you placed your order if ordering through our website; or
    2. the price set out in our email to you pursuant to clause 3.3 above.

We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 13.3 for what happens if we discover an error in the price of the product you order.

2. **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
3. **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we 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 end the contract, refund you any sums you have paid and require the return of any goods provided to you.
4. **When you must pay and how you must pay.** We accept payment with Amex, Diners, Maestro, Mastercard credit and debit, Visa credit, Visa debit and Visa Electron. When you must pay depends on what product you are buying:
  1. For **goods**, you must pay for the products before we dispatch them. We will not charge your credit or debit card until we dispatch the products to you.
  2. For **services**, you must pay for the services once we have notified you that we have completed the services but before we dispatch your watch to you.
5. **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 2% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgement. You must pay us interest together with any overdue amount.
6. **In the event of your failure to pay we reserve the right to sell your watch.** To cover any unpaid sums and any costs which we have reasonably and directly incurred. Any excess sum raised will be payable to you. We will not take this action until a minimum of 6 months has passed following our notification to you that you are required to make payment to us.

## 14. WARRANTY

1. **The scope of our warranty.** We will rectify any defects arising from any service provided by us provided you report such defects to us as soon as reasonably possible and within the time periods specified in Appendix 1.
2. **We reserve the right to invalidate the warranty** if repairs are performed by persons not authorised by us to take such action.

3. **Provision of the warranty will be free of charge.** We will decide in our absolute discretion whether provision of the warranty will be in the form of a repair or the replacement of a part of the watch. Evidence of purchase must be provided and any replaced parts pass into our ownership.
4. **Limit of warranty.** The provision of services under warranty neither extends the terms of the warrant nor sets in motion a new warranty period. The provisions of this warranty do not extend to
  1. Defects caused by general wear and tear, accident, negligence or lack of care; or
  2. Component parts that are expected to require periodic replacement.

15. **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

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.
2. **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products including the right to receive products which are: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care and, where installed by us, correctly installed; and for defective products under the Consumer Protection Act 1987
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.

16. **HOW WE MAY USE YOUR PERSONAL INFORMATION**

1. **How we may use your personal information.** We will only use your personal information as set out in our [privacy policy](#).

17. **OTHER IMPORTANT TERMS**

1. **We may transfer this Agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
2. **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
3. **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
4. **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms 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.
5. **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
6. **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.
7. **Dispute resolution.** Please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform.

Schedule 1

Model Cancellation Form (Complete and return this form only if you wish to withdraw from the contract)

To

Swiss Time Services Limited, Stonebridge House, Main Road, Hawkwell, Hockley, Essex SS5 4JH

[info@swisstimeservices.com](mailto:info@swisstimeservices.com)

I hereby give notice that I cancel my contract for the supply of the products (as defined in the terms and conditions and as set out in the order confirmation. Ordered on [Insert Date]

Name of consumer(s),

Address of consumer(s) Signature of consumer(s) (only if this form is notified on paper), Date