

## 1. Definitions

“We” means Prestige Trade Supplies Ltd registered under number 11012776. Trading as Prestige Sandstone.

“Goods” means the products you are ordering from our website.

“Writing” means in writing and sent to our email address (as listed on the website).

“Registered Office” means The Grange Church Lane, Budbrooke, Warwick, Warwickshire, CV35 8QL

“Acceptance” an email sent to you at the email/ postal address you provide in your order form or verbal acceptance by telephone.

## 2. The contract between us

2.1 Our website and brochures are only intended for use by people resident in the UK and delivery of Goods is only available to the UK mainland.

2.2 We must receive payment of the whole of the price for the Goods and delivery before your order can be accepted. By confirming your order by phone or email you are agreeing to these terms and conditions.

2.3 By placing an order for the Goods you warrant that you:

2.3.1 are legally capable of entering into a contract

2.3.2 are at least 18 years old

2.3.3 are resident in the UK

2.3.4 accept these conditions.

2.4 When providing any advice to you on the suitability of any Goods for your requirements we are relying upon the information you provide. You must ensure that all information is accurate including any applicable design, drawing or specification and you must give us any necessary information relating to the Goods within sufficient time to allow us to comply with these Terms.

2.5 Any variation to these Terms must be in Writing and signed by one of our Directors.

## 3. Price

3.1 The prices payable for the Goods are as set out in our website/current price list.

3.2 You may be required to pay extra for delivery (subject to delivery address) and it may not be possible for us to deliver to some locations.

3.3 Payments by credit card will not be effective until we are in receipt of cleared funds.

3.4 We reserve the right to increase the price of the Goods by giving notice to you prior to delivery to cover;

3.4.1 any increase in our costs which are beyond our control, including, without limitation, foreign exchange fluctuation, significant increase in the costs of labour, materials, or other costs of manufacture

3.4.2 any change in delivery dates, quantities or specification of the Goods which are requested by you or

3.4.2 any delay caused by your failure to give adequate information or instructions. If you do not wish to pay the higher price, you may cancel your order and we will refund any payments made by you.

#### 4. Right for you to cancel your contract

4.1 You may cancel your contract with us for the Goods within 14 days from the date you receive the Goods. You do not need to give us any reason for cancelling nor will you have to pay any penalty.

4.2 You cannot cancel your contract if the Goods have been custom made to your requirements.

4.3 To cancel your contract you must notify us in Writing by email giving details of the Goods and (where appropriate) their delivery.

4.4 If you have received the Goods before or after you cancel then you must not unpack the Goods received by you and you must arrange for delivery of the Goods back to us at our yard (details will be provided) at your own cost and risk as soon as possible. You must take reasonable care to ensure the Goods are not damaged in the meantime or in transit. If the Goods are damaged (or have been modified) by you or are damaged in transit in a way you could have foreseen (such as not using similar packaging as sent to you), we will assess the damage caused and if some or all of the Goods are not in a saleable condition then those Goods will be rejected and a proportionate part of the refund withheld.

4.5 When you have notified us that you are cancelling, any sum debited to us from the payment method received will be re-credited to your account as soon as possible and in any event within 30 days of your order PROVIDED THAT the Goods are returned by you and received by us in the condition they were in when delivered to you. If you do not return the Goods or do not pay the costs of delivery, we shall be entitled to deduct the direct costs of recovering the Goods from the amount to be re-credited to you.

#### 5. Cancellation by us

5.1 We reserve the right to cancel the contract between us if:

5.1.1 we have insufficient stock to deliver the Goods;

5.1.2 we do not deliver to your area; or

5.1.3 the Goods were listed at an incorrect price.

5.2 If we cancel your contract we will notify you by e-mail or to the postal address provided and will re-credit to your account any sum deducted by us as soon as possible but in any event within 30 days of your order. We will not be obliged to offer any additional compensation for disappointment suffered.

## 6. Delivery of Goods to you

6.1 We will deliver the Goods to the address you give us for delivery at the time you make your order. You must supply us with all of the information we reasonably require to enable us to determine whether we will be able to deliver the Goods and the most appropriate method. If delivery is unsuccessful due to:

6.1.1 an inaccurate or incomplete delivery address; or

6.1.2 no one being present to accept delivery; or

6.1.3 inaccessibility; or

6.1.4 unsuitable or unsafe premises then you will be charged additional delivery charges for every attempted redelivery

6.2 Delivery will be made as soon as possible after your order is accepted. However time shall not be of the essence unless expressly agreed by us in Writing.

6.3 Delivery of the Goods will take place when the Goods have been offloaded at the nearest accessible point to the delivery address which is available, which may be your driveway or the kerbside.

6.4 If Goods are to be deposited other than on your private residence we will deliver the Goods as near as possible as is safe and the public highway permits. You will be responsible for complying with all regulations, permits and charges and for all steps which need to be taken for the protection of persons or property. You will reimburse us for all reasonable losses, damages, costs and expenses we may incur as a result of such delivery, whether on the public highway or elsewhere. We will remain liable for all losses caused by our own negligence.

6.5 We will only enter your private residence if we are given specific authority. When invited we accept no liability for damage caused to that property by our delivery drivers (whether directly employed by us or by a third party) unless caused by our own negligence.

6.6 The delivery price quoted includes delivery on week days and during normal working hours. An additional charge may be made, if we agree at your request, to deliver outside normal working hours or on Saturdays, Sundays and/ bank holidays

6.7 If you keep our delivery vehicle waiting for an unreasonable time or the delivery driver is obliged to return without completing delivery, or if due to the nature of the Goods we have to provide additional staff to unload the Goods, a reasonable additional charge will be made reflecting the extra services provided.

6.8 We will not be liable for any death or personal injury to you or anyone under your control during unloading, that was not caused by negligence or by a breach of our statutory duty.

6.9 You are responsible for checking the Goods at the time of delivery and the Goods must not be affixed to any land or buildings prior to inspection. If you are not satisfied with the Goods, or if they do not conform to your order or, if they are damaged or faulty or, if they are not of satisfactory quality or are otherwise defective you should sign for it as "damaged" on arrival. You must then also notify within 24 hours, sending photographs and we can then make the necessary arrangements. Only full packs can be exchanged so do not use any of the paving stones out of the pack as you may lose your right for an exchange.

## 7. Risk and ownership

7.1 Risk passes to you as soon as we have delivered the Goods and you will then be responsible for them. If you delay a delivery our responsibility for everything other than damage due to our negligence will end on the original date when we agreed to deliver.

7.2 We will retain title (ownership) to the Goods until you pay the full price (in cash or cleared funds) of the Goods and any other sums outstanding between you and us whether in respect of this contract or otherwise.

7.3 Until title passes you shall;

7.3.1 hold the Goods on trust on our behalf

7.3.2 store the Goods separately from other Goods so they remain identifiable and;

7.3.3 not affix the Goods to any land or building so they become incapable of removal without material injury to the land or building

7.4 Your acceptance of the Goods can take place in three ways;

7.4.1 by telling us that you have accepted the Goods

7.4.2 by altering or customising the Goods in any way or;

7.4.3 by keeping the Goods longer than a reasonable time without telling us you have rejected them.

## 8. Liability

8.1 If the Goods we deliver are not what you ordered or are damaged (outside of the 10% spillage rate) or defective or the delivery is of an incorrect quantity, we shall have no liability to you;

8.1.1 if you have affixed the Goods to any land or buildings;

8.1.2 unless you notify us in Writing by email within 24 hours of delivery.

8.1.3 if the defect or fault was brought to your attention on or before the time of sale.

8.1.4 if you inspected the Goods on or before the time of delivery and the defect or fault was or should have been readily noticeable.

8.1.5 if the defect arises from your wilful actions, negligence, abnormal working conditions, misuse, alteration or repair of the Goods, failure to follow instructions relevant to the Goods or storage of the Goods in unsuitable conditions.

8.1.6 if the defect is a result of fair wear and tear.

8.2 If you do not receive Goods ordered by you within 30 days of Acceptance of your order, we shall have no liability to you unless you notify us in Writing by email within 40 days of the Acceptance.

8.3 If you notify a problem under this condition, our only obligation will be, at your option:

8.3.1 to make good any shortage or non-delivery;

8.3.2 to repair or replace any Goods that are damaged or defective (outside of the 10% spillage rate); or

8.3.3 to make a reduction in the price of the defective Goods

8.3.4 to refund to you the amount paid for the Goods in whatever way we choose (unless you have accepted the Goods).

8.4 The Goods are produced from natural materials and there may be significant colour and texture differences in Goods in the same range or order. Samples are provided as an indication of colour and texture only. We recommend viewing a number of samples to appreciate the variance in colour and texture. We will not accept any returns or make refunds due to such variances.

8.5 Save as precluded by law, we will not be liable to you for any indirect or consequential loss, damage or expenses (including loss of profits, business or goodwill) howsoever arising and we shall have no liability to pay any money to you by way of compensation other than to refund to you the amount for the Goods in question under clause 7.3.3 above.

8.6 You must observe and comply with all applicable regulations and legislation relating to purchase of Goods from our website.

8.7 Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.

## 9. SUMMARY of DELIVERY & RETURNS:

Deliveries are made by 3rd party Hauliers/Couriers in a Wagon using a tail lift and manual pump truck on "Kerb side Drop Service only". If your property has loose gravel chipping, Soft Ground or is on elevated surface and the pump truck is unable to pass it, the product will be left at the nearest suitable area. If the stone getting delivered is likely to cause an obstruction, you will need to ensure that you have the capability to move it the same day. Any other service offered is strictly between the customer and the Haulier and is not part of contract between our company and the customer.

Customers are required to be at the property for delivery on the nominated delivery days to sign for the products. It is highly recommended that you inspect the products on delivery to check for any damages on receiving, taking great care to keep the banding in place in the event the products need to be returned.

Whilst every effort is taken to deliver goods in a perfect condition, it is unlikely that you may receive faulty/damaged product, please contact us immediately while the driver is still there in that case. It is buyers responsibility to inform any access problems before placing an order. If no one is at the property to sign for the delivery or the property is inaccessible, re-delivery charges will be applied.

In the unlikely scenario should you wish to return your order we are happy to accept the return provided the product is in its original packaging and still in sold condition. The customer is responsible for arranging the return at their cost and ensuring that the product is packed appropriately for transit. We can only accept return of full packs. There will be a £99 restocking charge for returns. Transport costs will be deducted from the refund amount as it is a 3rd party service. If product is returned via our Haulier, the cost will still have to be paid by the customer.

We cannot accept returns of excess product or leftovers. We are not responsible for consequential loss because of delay in receipt of goods.

Calibration is the average per pack. Allow for tolerances of +6mm/-6mm on the odd calibrated piece although the average calibration of a full crate will be as specified on invoice. Some paving slabs may have some slight curvature because the blade can sometimes bow in the cutting process, also sawn paving may have tiny superficial chips to the edges from the cutting and delivery process. These are still usable and within the specified tolerance. You (the Customer) are responsible for returning any goods back to us at your cost in order for us to process a refund. In some circumstances and as a gesture to save you the trouble of having to find a courier we may arrange for the goods to be collected and returned back to us on an economy delivery service this does not however remove your liability for the return costs to us.

Returning goods, if we accept for you to return goods to us, or as a gesture of goodwill to return goods we may offer a pro rata exchange or refund. This will be minus any delivery costs and also the spillage amount, any subsequent refund will be within 30 days from the goods arriving back to us.

Any disputed refunds not in line with our terms and conditions may take longer.

Goods must be photographed prior to return (1 full picture per paving slab) and must match the photos taken, when they arrive back to us we will document the opening of the returned goods to the pictures provided Any paving that doesn't support the pictures /or has more damage than original photo i.e. broken in two without a supporting picture will not be subject to refund only the amount that was agreed to be returned can be refunded. Any extra slabs put on without our consent will be classed as a failure to notify, and will not be refunded, in cases like this we ask for you to either pick up from our yard or arrange delivery back to yourselves at your cost.

We are only able to liaise with the person the purchased the goods. Sometimes we may ask for you to verify the cardholders name and address to confirm this. We will not deal with any other person other than the cardholder.

We reserve the right to remove our resolve amicably, good will gesture policies at any time.

#### 10. Notices

Unless otherwise expressly stated in these conditions, all notices from you to us must be in Writing by email.

#### 11. Events beyond our control

We shall have no liability to you for any failure to deliver Goods or any delay in doing so or for any damage or defect to Goods delivered that is caused by any event or circumstance beyond our reasonable control including, without limitation, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident.

#### 12. Invalidity

If any part of these conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

#### 13. Usage and Precautions

13.1 The Goods require the use of protective footwear and gloves when handling. Manual handling of Goods may cause injury and should be avoided. Good lifting practices must be adopted at all times when handling the Goods.

13.2 Dust and flying fragments may be created when cutting the Goods and protective respiratory and eye protective equipment must be worn at all such times.

13.3 The Goods may be delivered with steel or plastic straps under tension or secure wrapping polythene. Appropriate hand and eye protection must be worn when cutting or handling the strapping and packaging. Care should be taken on releasing or removing the packaging to ensure items do not fall from the pack.

13.4 The Goods and any packaging should be disposed of in accordance with local authority requirements for non-hazardous materials.

#### 14. Data protection

By placing you order you allow us to use your personal details for the purpose of supplying the Goods (including passing your details on to our employees/agents). We may share your information within our Company network for purposes connected to or relating to the fulfilment of your order or for other internal accounting or compliance purposes. We will not use your details for any other purpose, without seeking you prior consent.

15. Third party rights

Except for our affiliates, directors, employees or representatives, a person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.

16. Governing law

The contract between us shall be governed by and interpreted in accordance with English law and the English courts shall have jurisdiction to resolve any disputes between us.

17. Entire agreement

These conditions, together with our current website/brochure prices, delivery details and contact details and the Guarantee (if appropriate) set out the whole of our contract relating to the supply of the Goods to you by us. Nothing said by any sales person on our behalf should be understood as a variation of these conditions or as an authorised representation about the nature or quality of any Goods offered for sale by us. Save for fraud or fraudulent misrepresentation, we shall have no liability for any such representation being untrue or misleading.