

Flooring Materials – Terms and Conditions

These Terms and Conditions apply to the sale of all Goods by us, Flooring Materials, a trading name of Pro Tiler Limited, a company registered in England and Wales under number 07154275, whose registered office address is at Topps Tiles Thorpe Way, Enderby, Leicester, England, LE19 1SU (“the Company/we/us/our”).

These Terms and Conditions are intended for business customers only. If you are a Consumer (as defined in the Consumer Rights Act 2015), please refer to our alternative terms and conditions.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“**Contract**” means the contract for the purchase and sale of the Goods, as explained in clause 2;

“**Customer/you/your**” means you, the business ordering the Goods. Where the person ordering the Goods is an individual doing so on behalf of a business, that person confirms they have the authority to contractually bind and enter into the Contract on behalf of that business and the business will be the Customer in the context of this Contract;

“**Goods**” means the tiling tools and any other goods which are to be supplied by us to you as specified in your Order (and confirmed in our Order Confirmation);

“**Order**” means your order for the Goods;

“**Order Confirmation**” means our acceptance and confirmation of your Order as described in clause 2; and

“**Website**” means www.flooringmaterials.co.uk.

1.2 Each reference in these Terms and Conditions to “writing” and “written” includes electronic communications such as e-mail.

1.3 Any reference to a working day is a working day in England (Monday – Friday, excluding bank holidays).

2. The Contract

2.1 These Terms and Conditions govern the sale of all Goods by us and will form the basis of the Contract between you and us. If you wish to place an Order with us, you may do so via our Website, which will guide you through the ordering process, or by telephoning us. Before submitting your Order to us, you will be given the opportunity to review and amend it. Please ensure that you have checked your Order and that you have read these Terms and Conditions carefully before submitting it. If you are unsure about any part of these Terms and Conditions, please ask us for clarification.

2.2 No part of our Website or sales literature constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that we may, at our sole discretion, accept. We will indicate our acceptance sending you an Order Confirmation by email. Only once we have sent you an Order Confirmation will there be a legally binding Contract between you and us.

2.3 The Order Confirmation will confirm the Goods ordered with fully itemised pricing including, where appropriate, taxes, delivery and other charges, our identity and contact details, and the delivery option you have chosen for the Goods.

2.4 If, for any reason, we do not accept or cannot fulfil your Order, we will not take payment under normal circumstances. If we have taken payment, we will refund this to you as soon as possible (and in any event, within 14 days).

2.5 Once your Order has been accepted as detailed in clause 2.2, we cannot accept any changes to it.

3. Description and Specification of Goods

3.1 We have made every reasonable effort to ensure that the Goods conform to the photographs and descriptions shown on our Website. Please note that certain colours may look different to the actual colour of the Goods, when displayed on an electronic device.

3.2 We reserve the right to make changes to the specification of the Goods without notifying you, if this is needed to conform to any applicable safety, legal or regulatory requirements.

3.3 We do not represent or warrant that particular Goods will be available. If the Goods are not available, then clause 2.4 will apply.

4. Price and Payment

4.1 The price of the Goods will be that shown on our Website or notified to you by telephone at the time of your Order. Our prices may

change at any time but this will not affect any Orders that we have already accepted.

4.2 We have made every reasonable effort to ensure that the prices we show are correct. If we find, or are made aware of, any typographical or other accidental errors or omissions, we will make every reasonable effort to correct these as soon as possible.

4.3 If there is an obvious pricing error, we will be under no obligation to provide the Goods to you at the incorrect (lower) price, even after we have sent you an Order Confirmation, if the price error is unmistakable and you could have reasonably recognised it as a mispricing. We will check the prices when we process your Order.

4.4 All prices are shown inclusive and exclusive of VAT. If the rate of VAT changes between the date of your Order and the date of your payment, we will adjust the rate of VAT that you must pay. Changes in VAT will not affect any prices where we have already received payment from you in full.

4.5 Delivery charges are not included in the price of the Goods. Delivery options and any related charges will be presented to you as part of the Order process.

4.6 Subject to clause 4.8, payment for the Goods and any related delivery charges must be made at the time of Order and you will be prompted to pay during the Order process.

4.7 All payments made over the telephone or via the Website will be processed via a payment gateway provider, such as PayPal. No credit or debit card information is provided to us and completion of the transaction will be subject to you agreeing to the payment gateway provider’s terms and conditions, under a separate contractual relationship. We cannot be held liable for any errors, actions, omissions or incorrect charges that they may make, as a third party.

4.8 You can contact us to register for an account. If we agree to do so, at our sole discretion, we will open an account for you and when you log in, the Website will show the agreed discount and/or credit limit, where applicable. You may not share the details with anyone else, unless we authorise this in writing. You will be given the option to pay up front or to add the Order to your credit account. Any credit limit or discount we offer may be revoked at any time. All invoices are payable within 30 days from the date of invoice, or otherwise in accordance with the agreed credit terms, without set-off, retention or deduction. Payment shall be made on the due date notwithstanding that delivery may not have taken place and/or that the ownership in the Goods may not have passed to you. The time for payment is of the essence of the Contract and we reserve the right to charge interest on late payments at the rate of 8% per annum above the Bank of England base lending rate from the due date for payment until the actual date of payment, whether before or after judgment.

5. Delivery

5.1 We aim to despatch Orders that we receive before 6pm on a working day, on the same day. Orders received after this time will usually be despatched on the following working day.

5.2 We will send you an email confirmation notifying you when the Order has been despatched. In any event, Goods will be delivered within 30 days after the date of our Order Confirmation unless otherwise agreed or specified during the Order process (subject to delays caused by events outside of our control - see clause 12).

5.3 Orders will be delivered by courier and you will be required to sign for the delivery. If no-one is available at your delivery address to receive the Goods, then we may need to charge for the redelivery. If your Order has not arrived by the estimated delivery date, please contact us in writing as soon as possible so we can investigate.

5.4 Large Orders will be delivered by pallet. In this case, delivery will be to the kerbside only.

5.5 If there are likely to be any delivery restrictions to your chosen address, please contact us before placing your Order, as this may incur additional costs.

5.6 In the unlikely event that we fail to deliver the Goods within 30 calendar days of our Order Confirmation (or as otherwise agreed under clause 5.1), you may treat the Contract as being at an end immediately if we have refused to deliver your Goods; or in light of all relevant circumstances, delivery within that time period was essential; or you told us when ordering the Goods that delivery within that time period was essential.

5.7 If you do not wish to cancel under clause 5.6 or none of those

- circumstances apply, you may specify a new (reasonable) delivery date. If we fail to meet the new deadline, you may then treat the Contract as being at an end.
- 5.8 Delivery will be deemed to have taken place when the Goods have been delivered to the delivery address indicated in your Order and you (or someone identified by you) have taken physical possession of the Goods. If you have nominated a safe place in which the courier can leave the Goods without a signature, delivery will be deemed to have taken place when the Goods are delivered to this safe place.
- 5.9 The responsibility (sometimes referred to as the "risk") for the Goods remains with us until delivery is complete as defined in clause 5.8, at which point it will pass to you. You own the Goods only once we have received payment for them in full.
- 6. Cancellation and Returns**
- 6.1 You may not cancel any Order which we have accepted, except with our written agreement and on the basis that you will indemnify us in full against all loss, costs, restocking fees and other expenses we may incur as a result of the cancellation.
- 6.2 If, on delivery, you are not satisfied with the Goods and wish to return them, you may do so only provided:
- 6.2.1 you inspect the Goods on delivery. Where the Goods cannot be examined, the delivery note or such other note as appropriate must be marked as "not examined".
- 6.2.2 you inform us that you wish to return the Goods within 48 hours of delivery;
- 6.2.3 the Goods remain in their original condition, as delivered;
- 6.2.4 the Goods are returned at your risk and you agree to bear the cost of delivery to us; and
- 6.2.5 you indemnify us against any cost incurred by us in rectifying any deterioration of the Goods caused by incorrect storage or use while in your possession.
- 6.3 If, on receipt, we prove the Goods to be damaged or defective, and you comply with clause 8.2 above, we may refund the cost of delivery at our discretion.
- 6.4 You must return all Goods to us in their original condition, in their original, un-opened packaging, with proof of purchase.
- 6.5 We may offer to replace the Goods (or the defective part of them), or offer you a credit or refund at our discretion. This will only be issued to you once we receive the original Goods back.
- 6.6 If the Goods are not returned in the original packaging, we will charge or deduct a small fee from the refund or credit as applicable.
- 7. Cancellations by Us**
- 7.1 We may cancel your Order at any time before we despatch the Goods to you, if the Goods are no longer in stock and we are unable to re-stock (if, for example, the Goods are discontinued); or If an event outside of our control occurs (please see clause 12).
- 7.2 If we cancel your Order and you have already paid for the Goods under clause 4, we will confirm this in writing and will refund the payment to you within 14 days.
- 7.3 We may cancel any Order, suspend further deliveries, terminate your account and/or charge you interest on the overdue amount at the rate of 8% per annum above the Bank of England base rate, if you breach your Contract with us, or if you become insolvent, bankrupt or anything similar occurs. In this event, we will have the right to request immediate payment for any Goods that have been delivered but not yet paid for, and we will be entitled to require you to deliver any Goods to us in which we retain ownership and, if you fail to do so, to enter upon any premises of yours or any third party during normal working hours where the Goods are stored and repossess them.
- 8. Guarantees:** We will pass on the benefit of any manufacturer's warranty or guarantee, where applicable.
- 9. Our Liability**
- 9.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms and Conditions or as a result of our negligence or breach of contract. Loss or damage is foreseeable if it is an obvious consequence of our breach or negligence or if it is contemplated by you and us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- 9.2 Under no circumstances will we be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity whatsoever.
- 9.3 Nothing in these Terms and Conditions seeks to exclude or limit our liability for death or personal injury caused by our negligence (including that of our employees or sub-contractors); or for fraud or fraudulent misrepresentation.
- 9.4 Subject to clause 9.3, our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the total price paid for the Goods. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 10. Events Outside of Our Control (Force Majeure):** We will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, subsidence, acts of terrorism or war, governmental action, other natural disaster, or any other event that is beyond our control.
- 11. Contact Details, Complaints and Feedback**
- 11.1 We always welcome feedback from our customers and, whilst we always use all reasonable endeavours to ensure that your experience as a customer of ours is a positive one, we nevertheless want to hear from you if you have any cause for complaint.
- 11.2 If you have any queries, complaints or problems with the Goods, please contact us in writing in the first instance so we can investigate.
- 12. How We Use Your Personal Information (Data Protection)**
- 12.1 All personal information that we may process will be collected, used and held in accordance with the provisions of the General Data Protection Regulation 2016, the Data Protection Act 2018 and any amendments to them. For further information, please refer to our Privacy Policy, available on our Website.
- 13. Other Important Terms**
- 13.1 We may transfer (assign) our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (if, for example, we sell our business). If this occurs you will be informed by us in writing. Your rights under these Terms and Conditions will not be affected and our obligations under these Terms will be transferred to the third party who will remain bound by them.
- 13.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract) without our express written permission.
- 13.3 The Contract is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 13.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that/those provision(s) will be deemed severed from the remainder of these Terms and Conditions and the remainder will be valid and enforceable.
- 13.5 No failure or delay by us in exercising any of our rights under these Terms and Conditions means that we have waived that right, and no waiver by us of a breach of any provision of these Terms and Conditions means that we will waive any subsequent breach of the same or any other provision.
- 14. Governing Law and Jurisdiction**
- 14.1 These Terms and Conditions, and the relationship between you and us (whether contractual or otherwise) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 14.2 Any disputes concerning these Terms and Conditions, the relationship between you and us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England and Wales (except as detailed in clause 16.1).