

OUR TERMS

1. DEFINITIONS

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

Events Outside Our Control: is defined in Clause 11.2

Goods: the goods that We are selling to you as set out in the Order

Order: your order for the Goods

Terms: the terms and conditions set out in this document and

We/Our/Us: Doors and Floors Direct Limited of Unit 7 Blaydon Trade Park Toll Bridge Road **BLAYDON** Tyne and Wear NE21 5TR. When We use the words "writing" or "written" in these Terms, this will include email unless We say otherwise

2. OUR CONTRACT WITH YOU

2.1 These are the terms and conditions on which We supply Goods to you

2.2 Please ensure that you read these Terms carefully, and check that the details on the Order and in these Terms are complete and accurate, before you request us to process your Order. If you think that there is a mistake or require any changes, please contact Us to discuss. We will confirm any changes in writing to avoid any confusion between you and Us

2.3 Our website, catalogues, displays and brochures are solely for the promotion of Our Goods in the UK

2.4 Images of the Goods are for illustrative purposes only. Although We have made every effort to display the colours accurately, We cannot guarantee that pictures/samples accurately reflect the colour of the Goods. Your Goods may vary from those images within tolerable limits, bearing in mind that most of the Goods are a natural product made from wood

2.5 Before you place an order it is important that you check the manufacturer's specification details for suitability of their intended purpose. If you are unsure about the suitability of the goods then please ask Us

3. CHANGES TO TERMS

We may revise these Terms from time to time in the event of changes in relevant laws and regulatory requirements

4. SPECIAL ORDERS/MADE-TO-MEASURE GOODS

In the case of special orders – i.e. a product that is ordered in especially for you – because these Goods are made to your specific requirements, such as size, you will not be able to cancel an Order once it is made. This will not affect your legal rights as a consumer in relation to made-to-measure Goods that are faulty or not as described. Advice about your legal rights is available at your Citizens' Advice Bureau or Trading Standards Office. However, in the event that Our supplier of those Goods is willing to take back a special order there normally will be a restocking charge of approximately 35% of the price. The supplier will only contemplate exercising its discretion to take back a special order if the Goods are in their original packaging

5. DELIVERY OF GOODS

5.1 Please note the timescales for delivery and delivery charges will vary depending on the availability of the Goods and your address

5.2 We will contact you with an estimated delivery date. Occasionally Our delivery to you may be affected by an Event Outside Our Control. See Clause 11 for Our responsibilities when this happens

5.3 If you have asked to collect the Goods from Our premises, you can collect the Goods from Us at any time during Our working hours

5.4 If no-one is available at your address to take delivery, We will leave you a note that the Goods have been returned to Our premises, in which case, please contact us to re-arrange delivery. A supplementary delivery charge may be made for which you will be responsible

5.5 If We are not able to deliver the whole of the Order at one time due to operational reasons or shortage of stock, We will deliver the Order in instalments. We will not charge you extra delivery costs for this

5.6 Delivery of an Order shall be completed when We deliver the Goods to the address you gave Us or you or a carrier organised by you collect them from Us and the Goods will be your responsibility from that time

5.7 You own the Goods once We have received payment in full

6. IF THE GOODS ARE FAULTY

As a consumer, you have legal rights in relation to Goods that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights

7. THIRD PARTY MANUFACTURER'S GUARANTEE OF GOODS

7.1 The Goods come with a manufacturer's warranty. For details, please refer to the manufacturer's warranty document provided with the Goods

7.2 To avoid unnecessary delays and inconvenience to you it is important to check each item supplied before installation to make sure you have the right product and to check it is without fault or damage. If you are unfortunate enough to notice a fault before installation, please contact Us as soon as possible. We will deal with the matter as soon as possible and in accordance with the manufacturer's warranty instructions and your legal rights. If, after installation, you are unfortunate enough for the product to develop a fault arising from the manufacturing process without delay please follow the manufacturer's process to register your concern

7.3 This warranty is in addition to, and does not affect, your legal rights in relation to the Goods that are faulty or not as described

8. SELLER'S GUARANTEE OF GOODS

8.1 We guarantee that on delivery, the Goods shall be reasonably free from material defects. However, this guarantee does not apply in the circumstances described below

8.2 This guarantee does not apply to any defect in the Goods arising from:

- (a) fair wear and tear
- (b) wilful damage, abnormal storage or working conditions, accident, negligence by you or any third party
- (c) if you fail to fit or use the Goods in accordance with normal installation practice or use
- (d) any alteration or repair by you or by a third party such as a fitter commissioned by you
- (e) any specification provided by you

8.3 This guarantee is in addition to, and does not affect, your legal rights in relation to the Goods

9. PRICE AND PAYMENT

- 9.1 The price of the Goods will be set out in Our price list in force at the time We confirm your Order. Our prices may change at any time, but price changes will not affect Orders that We have confirmed with you for which a deposit has been paid
- 9.2 These prices include VAT. However, if the rate of VAT changes between the date of the Order and the date of delivery or performance, We will adjust the rate of VAT that you pay, unless you have already paid for the Goods in full before the change in the rate of VAT takes effect
- 9.3 The price for the Goods excludes delivery costs, which will be added to the total amount due
- 9.4 Where We are providing Goods to you, you must make payment for Goods in advance by credit or debit card or cash. We do not accept payment by cheque
- 9.5 If you do not make any payment due to Us by the due date for payment, We may charge interest to you on the overdue amount at the rate of 8% a year above the base lending rate of Lloyds Bank plc 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 judgment. You must pay US interest together with any overdue amount
- 9.6 However, if you dispute an invoice in good faith and contact Us to let Us know promptly after you have received an invoice that you dispute it, interest will not apply for the period of the dispute

10. OUR LIABILITY TO YOU

- 10.1 We do not accept liability for any loss or damage howsoever caused or arising from the Goods. For example, fitting costs or alleged consequential losses will not be Our responsibility
- 10.2 We do not exclude or limit in any way Our liability for:
- (a) death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors; fraud or fraudulent misrepresentation
 - (b) breach of the terms implied by Section 12 of the Sale of Goods Act 1979 (title and quiet possession)
 - (c) 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)
 - (d) defective products under the Consumer Protection Act 1987

11. EVENTS OUTSIDE OUR CONTROL

- 11.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control
- 11.2 An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks
- 11.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under these terms
- (a) We will contact you as soon as reasonably possible to notify you
 - (b) Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our delivery of Goods to you, We will arrange a new delivery date with you after the Event Outside Our Control is over
- 11.4 You may cancel the contract if an Event Outside Our Control takes place and you no longer wish Us to provide the Goods. We will only cancel the contract if the Event Outside Our Control continues for longer than two weeks in accordance with Our cancellation rights in this Clause

12. HOW WE MAY USE YOUR PERSONAL INFORMATION

We will use the personal information you provide to Us to

- (a) provide the Goods
- (b) process your payment for such Goods
- (c) inform you about similar products or services that We provide, but you may stop receiving these at any time by contacting Us

13. OTHER IMPORTANT TERMS

- 13.1 We may transfer Our rights and obligations under these Terms to another organisation and We will always tell you in writing if this happens, but this will not affect your rights under the Contract or the obligations owed to you under the Contract
- 13.2 You may only transfer your rights to your obligations under these Terms to another person if We agree in writing
- 13.3 This Contract is between you and Us. No other person shall have any rights to enforce any of its terms
- 13.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful, the remaining paragraphs will remain in full force and effect
- 13.5 If We fail to insist that you perform any of your obligations under these Terms, 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
- 13.6 These Terms are governed by English law. You and We both agree to submit to the non-exclusive jurisdiction of the English courts