

TERMS & CONDITIONS BETWEEN A BUSINESS AND A CONSUMER FOR THE SALE OF GOODS

These terms and conditions form the basis on which you can visit us and our website or by telephone. Please read them carefully as they contain important information.

General terms and conditions

This site is owned and operated by **Pure Stone Ltd of Prizet Court, Helsington, Nr Kendal, Cumbria, LA8 8AA**. If you have any queries about these terms and conditions or if you have any comments or complaints on or about our website, you can contact us at info@pure-stone.co.uk or 01539561307.

1. The contract between us

We must receive payment of the whole of the price for the goods that you order before your order can be accepted. Payment of the price for the goods represents an offer on your part to purchase the goods, which will be accepted by us only when the goods are dispatched. Only at this point is a legally binding contract created between us.

2. Acknowledgement of your order

To enable us to process your order, you will need to provide us with your e-mail address, telephone number and delivery address. We will notify you by e-mail or telephone as soon as possible to confirm receipt of your order and to confirm details. For the avoidance of doubt, this correspondence does not constitute a contract between us.

3. Ownership of rights

All rights, including copyright, in this website are owned by or licensed to Pure Stone Ltd. Any use of this website or its contents, including copying or storing it or them in whole or part, other than for your own personal, non-commercial use, is prohibited without our permission. You may not modify, distribute or repost anything on this website for any purpose.

4. Accuracy of content

We have taken care in the preparation of the content of this website & showroom, in particular to ensure that prices quoted are correct at the time of publishing and that all goods have been described accurately. However, orders will only be processed if there are no material errors in the description of the goods or their prices as advertised on this website. Any weights, dimensions and capacities given about the goods are approximate only.

4.1 All descriptions, images (in both print and on the internet) and samples of our Goods are for the purpose of giving an approximate representation of the Goods only.

4.2 You acknowledge that the Goods are natural and geological variations will occur in terms of colour, markings, texture, size and between consignments, which are beyond our control. We advise you to view as much of the Goods as possible before entering into this Agreement.

4.3 You should be aware that all of the Goods are porous to some degree and should be sealed. Some may easily be scratched and/or be subject to natural pitting/chipping.

5. Damage to your computer

We try to ensure that this website is free from viruses or defects. However, we cannot guarantee that your use of this website or any websites accessible through it will not cause damage to your computer. It is your responsibility to ensure that the right equipment is available to use the website. Except in the case of negligence on our part, we will not be liable to any person for any loss or damage which may arise to computer equipment as a result of using this website.

6. Availability

All orders are subject to acceptance and availability. If the goods you have ordered are not available from stock, we will contact you by e-mail or phone (if you have given us details). You will have the option either to wait until the item is available from stock or to cancel your order.

7. Order and Sale

You order and agree to buy, and we agree to sell, the Goods at the Price, subject to these terms and conditions.

Products which are not standard and are therefore specifically ordered for you or fabricated for you must be paid for in full before the order/fabrication will be processed and cannot be cancelled after the order/fabrication process has started.

8. Applicable terms, conditions and representations

8.1 These terms are the express terms and conditions governing the Agreement.

8.2 There cannot be a variation or change to anything in this Agreement unless it is agreed in writing and signed by both of us.

8.3 It is your responsibility to check that all the details relating to your order are correct and to provide us with all relevant information relating to the environment in which the Goods are intended to be used and for their Delivery.

8.4 It is important that you check your measurements carefully. An order should always include an additional 10% to allow for wastage to cover cutting, minor imperfections, as could be expected with the type of stone and finish ordered, and breakage. If you do not order enough, subsequent Goods (as they are a naturally occurring product) may not be exactly the same as the

original Goods.

8.5 We can provide estimates of quantities of Goods but this will be based on general guidelines and the measurements which you have supplied. It is your responsibility to provide accurate measurements to ensure that the correct quantities of Goods are ordered. You should therefore seek professional advice as variations in surfaces and angles may affect the quantities required. We will not be responsible for any shortfalls or surpluses.

8.6 Where you are acting other than as a consumer, you confirm that you are not entering into this Agreement on the basis of, or relying on, any representation made to you by us that is not expressly incorporated into this Agreement in writing and signed by both of us.

8.7 As we have not carried out a survey or inspection of the installation site of the Goods, we cannot give any warranty as to the suitability of the Goods for that, or any other given environment. If you are acting other than as a consumer, you cannot rely on any implied or express representation, advice or information given to you by us that is not incorporated into the Agreement and signed by both of us.

8.8 We cannot be held responsible for circumstances beyond our reasonable control. This may include (without limitation) shortfalls at source, natural disasters and restraints or delays affecting suppliers or transportation to us. We will endeavour to notify you as soon as possible should these problems occur.

9. Price

The prices payable for goods that you order are as set out on our website. All prices are exclusive of VAT at the current rates and are correct at the time of entering information. The price excludes delivery charges, which you must pay in addition.

Where it is not possible to accept your order to buy goods of the specification and description at the price indicated, we will advise you by email, and offer to sell you the goods of the specification and description at the price stated in the email and will state in the email the period for which the offer or the price remains valid. We reserve the right to change the Price by giving you notice at any time before delivery to reflect any increase in the cost to us such as foreign exchange fluctuations, alteration of duties, increase of the costs of materials and such like. If we change the Price and you are not happy with it, you will be able to cancel your order.

Products which are not standard and are therefore specifically ordered for you or are fabricated for you cannot be cancelled after the order/fabrication process has started. If we do agree to cancel the order, you will be liable for any reasonable costs incurred.

10. Payment terms

We will take payment upon receipt of your order from your credit or debit card. We accept no liability if a delivery is delayed because you did not give us the correct payment details. If it is not possible to obtain full payment for the goods from you, then we can refuse to process your order and/or suspend any further deliveries to you. This does not affect any other rights we may have.

11. Delivery charges

Delivery charges vary according to the type of goods ordered.

12. Delivery

12.1 We shall endeavour to have the Goods delivered to the Delivery Address on the Delivery Date, but time for delivery is not of the essence of this Agreement. We often use an independent delivery company for which we are not responsible so we cannot guarantee delivery times.

12.2 The Goods will be offloaded at the nearest accessible point to the Delivery Address at the discretion of the driver, which may be the kerb side. The driver will not handle the Goods further.

12.3 You must make us aware of any access restrictions or difficulties for a large lorry and you must ensure a responsible person is at the Delivery Address at the time of Delivery to supervise the offload and sign for the Goods.

12.4 The cost of delivery is in addition to the Price and subject to VAT.

12.5 If we are not able to deliver the Goods as a result of you not complying with your obligations under these terms, the Goods will be retained by the driver and you will be responsible for any re-delivery or storage charges.

12.6 You may only collect your Goods from our Hutton Roof warehouse by prior arrangement and only in a vehicle capable of being fork-lift loaded (unless otherwise agreed in writing). If you arrange transportation of the Goods, it is at your own risk and we will not accept claims for damage or breakages.

12.7 You will become the owner of the goods you have ordered when they have been delivered to you. Once goods have been delivered to you they will be held at your own risk and we will not be liable for their loss or destruction.

13. Risk and ownership

Risk of damage to or loss of the goods passes to you at the time of delivery to you. If you choose to use your own courier then the risk passes to you as soon as the goods are handed to your courier. You will only own the goods

once they have been successfully delivered.

14. Unpacking, stacking and storing

14.1 Care needs to be taken when unpacking the Goods. The Goods should always be stacked and stored vertically (on edge) but not on a hard surface as this may cause unnecessary edge chipping. We cannot be held responsible for damage which occurs after delivery or, if you decide to collect the Goods, after collection.

14.2 Stone tiles may need to dry out before the installation process begins. You should ask your fitter to advise you if this is the case.

15. Examination and Acceptance

15.1 If you have any questions or complaints about the goods please contact us. You can do so at Pure Stone Ltd, Prizet Court, Helsington, LA8 8AA, by telephone on 01539561307 or by email info@pure-stone.co.uk

15.2 We are under a legal duty to supply goods that are in conformity with this contract and in accordance with the Consumer Rights Act 2015 (the Act).

15.3 We take care to ensure that all of our Goods leave us in perfect condition. If there is any obvious damage to the Goods, please make a note of the damage on the delivery note. If the Goods are deemed and proven to be damaged on delivery, by way of documentary evidence such as a photograph, we will bear the cost of re-delivery and replacement Goods. Please note that you will still be required to notify us under clause 16 (as applicable).

15.4 If the Goods are not of the correct type or of satisfactory quality, i.e. damaged, you should notify us as soon as possible (preferably within 7 days) and we will either refund to you the Total Price or make available replacement Goods (at your option). If the fault with the order proves to be an error on our part, we will bear the cost of redelivery of replacement Goods and collection of the original Goods. If the fault with the order proves to be an error on your part, you will be required to bear the cost of redelivery of replacement Goods and collection of the original Goods.

15.5 If an incorrect amount of the Goods are delivered or collected, you should notify us as soon as possible (preferably within 7 days) and we will arrange to deliver or make available (as appropriate) the correct quantity of the Goods. If this proves to be an error on our part, we will bear the cost of delivery of the balance of the order. If this proves to be an error on your part, you will bear the cost of delivery of the balance of the order.

16. Cancellation rights

16.1 Under *The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 SI 2013/3134* you have the legal right to cancel your order up to 14 calendar days after the day on which you receive your goods (with the exception of any made to order items, specific tiles brought in for a project or you have installed or laid them or used them).

16.2 Should you wish to cancel your order, you can use the cancellation form provided at the end of these terms and conditions, or alternatively you can notify us by any other clear statement. There is a 20% restocking charge if goods have been ordered and brought in for a specific project after a deposit has been paid.

16.3 You cannot cancel your contract if the goods you have ordered are bespoke (i.e. made to order or you have installed or laid them or used them) .

16.4 If you have received the goods before you cancel your contract then you must send the goods back to our contact address at your own cost and risk. If you cancel your contract but we have already processed the goods for delivery, you should not unpack the goods when they are received by you and you must send the goods back to us at our contact address at your own cost and risk as soon as possible.

16.5 Once you have notified us that you are cancelling your contract, and we have either received the goods back or, if earlier, received evidence that you have sent the goods back, we will refund any sum debited by us from your credit or debit card within 14 calendar days.

16.6 We may make a deduction from your refund for any loss in the value of the goods supplied if the loss is the result of unnecessary handling by you (for example unwrapping goods or using goods prior to cancellation)

17. Cancellation by us

17.1 We reserve the right not to process your order if:

17.1.1 We have insufficient stock to deliver the goods you have ordered;

17.1.2 We do not deliver to your area; or

17.1.3 One or more of the goods you ordered was listed at an incorrect price due to a typographical error or an error in the pricing information received by us from our suppliers.

17.2 If we do not process your order for the above reasons, we will notify you by e-mail and will re-credit to your account any sum deducted by us from your credit/debit card as soon as possible, but in any event within 14 days.

18. Liability

18.1 We will be liable for your losses arising out of the provision by us of a shortfall in, or defective or damaged Goods to the extent that such losses are reasonably foreseeable. However, we will not be liable to you for lost working time or the cost of third party contractors where you (or your contractor) fail to install the Goods correctly or fail to use the correct base, sealants

or installation techniques or if the environment in which the Goods are installed is unsuitable. Furthermore, we do not accept liability for any losses related to any business of yours including but not limited to: lost data, lost profits, lost revenues or business interruption.

18.2 Please note that we sometimes provide extra and/or damaged extra tiles to you free of charge with your order, which may be of use to you. We will therefore only be liable to you if we have not provided you with the quantity of Goods which you ordered in a non-defective and undamaged condition.

18.3 You must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase goods from our site. The importation or exportation of certain of our goods to you may be prohibited by certain national laws. We make no representation and accept no liability in respect of the export or import of the goods you purchase.

18.4 Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law 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. You have certain rights as a consumer including legal rights (e.g. under the Act) relating to faulty and/or misdescribed goods.

19. Fixing Products and Installation

19.1 Any advice given by us or our staff relating to fixing products and installation is given in good faith but should be used as a general guide only as we have not carried out a survey of the place of installation of the Goods and cannot therefore be sure that our advice is correct. It is your responsibility to purchase the correct fixing products and sealants for the environment in which (and in particular the surface upon which) the Goods will be installed. We recommend that you take advice from a professional fitter.

19.2 We do not offer an installation service and it is your responsibility to ensure a professional fitter is carrying out your installation. We strongly recommend that you take up independent references.

19.3 We cannot therefore be responsible for the manner of installation of the Goods or for damage caused during or arising out of installation.

20. Notices

Unless otherwise expressly stated in these terms and conditions, all notices from you to us must be in writing and sent to our contact address at Pure Stone Ltd, Prizet Court, Helsington, LA8 8AA and all notices from us to you will be displayed on our website from time to time.

21. Changes to legal notices

We reserve the right to change these terms and conditions from time to time and you should look through them as often as possible.

22. Law, jurisdiction and language

This website, any content contained therein and any contract brought into being as a result of usage of this website are governed by and construed in accordance with English law. Parties to any such contract agree to submit to the exclusive jurisdiction of the courts of England and Wales. All contracts are concluded in English.

23. Invalidity

If any part of these terms and 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.

24. Privacy

You acknowledge and agree to be bound by the terms of our privacy policy.

25. Third party rights

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

PRIVACY STATEMENT

We, Pure Stone Ltd are committed to respecting and protecting the privacy of anyone using our site and the confidentiality of any information that you provide us with. The purpose of this statement is to set out how we use any personal information that we may obtain from you.

Data Protection Act 1998 ('the Act')

We are registered under the Data Protection Act and comply with the Act in all our dealings with your personal data.

Use and collection of personal information

In general you can visit our website without telling us who you are and without revealing any information about yourself. If,

however, you use our site you will need to register and you will be asked to provide certain information such as your contact details. We will store this data and hold it on computer or otherwise.

We may use information that you provide:

- To register you with our website and to administer it.
- For assessment and analysis, e.g. marketing, customer and product analysis, to enable us to review, develop and improve our services.

If you do not want us to use data in this way, or to pass your details on to third parties for marketing purposes, please tick the relevant box situated on the form on which we collect your data.

We may disclose your personal information to third parties:

- In the event we sell or buy any business or assets, in which case we might disclose your personal data to the prospective buyer or seller.
- If we are under a legal duty to disclose or share your personal data in order to comply with or meet any legal obligation.

Cookies

We collect information directly from you in a number of ways. One way is through our use of 'cookies'. Most websites use cookies in order to make them work, or to work more efficiently, as well as to provide information to the owners of the website. They help us to understand how our customers and potential customers use our website so we can develop and improve the design, layout, content and function of the site. Cookies are small text files that are placed on your computer's hard drive by websites that you visit. They save and retrieve pieces of information about your visit to the website – for example, how you entered the site, how you navigated through the site and what information and documentation was of interest to you. This means that when you go back to a website, it can give you tailored options based on the information it has stored about you on your last visit.

Some of our cookies are used to simply collect information about how visitors use our website and these types of cookies collect the information in an anonymous form.

Where there is a login process relating to buying products or services from us we also use cookies to store personal registration information so that you do not have to provide it to us again on subsequent visits.

The rules about cookies on websites have recently changed. If you are uncomfortable with the use of cookies, you can disable cookies on your computer by changing the settings in the preferences or options menu in your browser. You can set your browser to reject or block cookies or to tell you when a website tries to put a cookie on your computer. You can also delete any cookies that are already stored on your computer's hard drive. However, please be aware that if you do delete and block all cookies from our website, parts of the site will not then work. This is because some of the cookies we use are essential for parts of our website to operate. Likewise, you may not be able to use some products and services on other websites without cookies.

To find out more about cookies, including seeing what cookies have been set and how to manage and delete them, visit www.allaboutcookies.org.

If you do not wish to accept cookies from our website, please leave this site immediately and then delete and block all cookies from this site. Alternatively, you may opt out of receiving information from us by e-mail, telephone, fax or post. Our phone number is 01539561307 or you can e-mail us on info@pure-stone.co.uk.

Security

We endeavour to take all reasonable steps to protect your personal information. However, we cannot guarantee the security of any data that you disclose online and we will not be responsible for any breach of security unless this is due to our negligence or wilful default.

Your rights

You have the right to ask us not to process your personal data for marketing purposes. We will aim to inform you before collecting your data if we intend to use your data for such purposes or we intend to disclose your information to any third party for such purpose. You can exercise your right to prevent this happening by checking certain boxes on the forms we use to collect your data.

General

You have the right to see personal data (as defined under the Data Protection Act) that we keep about you upon receipt of a written request and payment of a fee of £10. Any request should be sent to:

(Pure stone Ltd, Prizet Court, Helsington, Near Kendal, Cumbria, LA8 8AA)

CANCELLATION FORM

To (Pure stone Ltd, Prizet Court, Helsington, Near Kendal, Cumbria, LA8 8AA, T: 01539561307, E: info@pure-stone.co.uk

I/We* hereby give you notice that I/We* cancel my/our* contract for the sale of the following goods*/for the supply of the following service*:

Ordered on*/Received on*:

Name of consumer(s):

Address of consumer(s):

.....

Signature of consumer(s): *(only if this form is notified on paper)*

Date:

**Delete as appropriate*