

# AM ROBB LTD T/A TERRACOTTA ONLINE

## Terms and Conditions for goods purchased on our Website by a Consumer

### Registered office and mailing address

Tone Ind Estate  
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Wellington  
Somerset  
TA21 0AN  
Tel: +44 (0) 1823 667242 Fax : +44 (0) 1823 665685  
Email: info@wellingtontile.co.uk  
VAT NUMBER 357- 2088- 43  
COMPANY NUMBER 2209376

### General:

The following conditions of sale shall apply to the purchase of goods from Terracotta Online (the Company) by you as a consumer acting for purposes outside your trade business or profession (the Consumer) to the exclusion of all other terms and conditions which the Consumer may purport to apply under any purchase order, confirmation of order or similar document.

The Consumer acknowledges acceptance of these Conditions of Sale on the placing of an order with the Company.

These conditions may not be varied except by the agreement in writing of the Company..

The Consumer's Statutory Rights are not affected.

### Definitions:

'goods' means the tiles or other products which the Consumer orders from the Company.

'price' means the price for the goods excluding (where applicable) delivery charges, packing and insurance.

'working day' means a Monday to a Friday inclusive but excluding Bank Holidays and the Company's Christmas and New Year Holiday closures as specified on the Company website

'Stock Items' are products that are classified on our Web site as standard items and are in stock.

'Non-Stock items' or 'Special Products' are products that are classified on our Web site as non-standard items or those that are Out of Stock..

### Description Of Goods

All descriptions, specifications and advertising on the Company website are for the purposes of giving an impression of the goods only and cannot be relied upon for selecting a purchase. Any typographical, clerical or other error of omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on behalf of the Company.

The Company operates a sample policy as set out below to assist the Consumer

### Samples

The Company make full size sample tiles/terracotta available, a restriction is in place regarding the number of sample tiles a Consumer may order.

A sample request can be made via our contact us page. Please advise us if you require a sealed or unsealed sample.

We despatch our samples and small order consignments through appointed carriers, who may be able to advise you delivery information, direct to you, by SMS text messaging. When placing your order, please provide a land line and/or, a mobile telephone number, as this will improve the level of service our delivery partners are able to provide to you.

### Clearance Tiles/Terracotta

'Clearance' tiles/terracotta normally old/ previous batches or discontinued items and are therefore non-refundable. This does not affect your statutory rights.

Sufficient tiles should be purchased plus additional tiles as we do not guarantee future availability. Once the stock has been sold, Terracotta Online will not stock clearance tiles. You can always contact the sales office to check whether we can order clearance stock and a surcharge may be applicable.

### Price

Prices quoted are based on current costs and subject to alteration to take account of any rise in such costs or if there has been an error or omission.

If the price changes, the Company will give notice to the Consumer who will have an opportunity to withdraw by giving notice to the Company to that effect within 48 hours of receipt of notice of alteration.

All prices shown are inclusive of VAT.

### Ordering Goods

To order goods the Consumer should follow instructions on the Company's website.

It is the responsibility of the Consumer to order a sufficient quantity of tiles for the area to be tiled and the Company cannot guarantee that any subsequent order can be fulfilled with the same batch/shade

### Availability Of Goods

All goods are subject to availability but if they are in stock in the Company's warehouse then goods would normally be despatched within 3 working days excluding day of order. **Time for delivery of goods shall not be of the essence.**

If suppliers or the Company are temporarily out of stock for any reason the Company will notify the Consumer of the anticipated date of availability for despatch and if this is longer than 14 days then the Company will give the Consumer the opportunity to cancel the order and to obtain a refund of any

payment made in full.

The Company will not be responsible for compensating the Consumer for any losses which may be suffered if the Company is not able to supply the goods for any reason within these times

The Company cannot, under any circumstances accept any financial demands from the Consumer for late delivery, incorrect supply of goods, or incorrect delivery. The Company respectfully recommends that the Consumer does not book a Tiler or Tradesman, until the goods have been delivered to the desired location, signed for and quality checked. The risk in relation to the goods passes to the Consumer at the point of physical delivery, at the time of delivery

### Payment

When the Consumer orders goods payment may be made by most major credit or debit cards including Mastercard, Visa and Maestro and paypal.

The Consumer must give full address including postcode and telephone number which must be the same as the credit card or debit card bank has on file for the Consumer.

The order will only be processed when authorisation for payment has been correctly received.

### Delivery Charges

Samples are delivered FOC as per terms set out in 'samples' above.

For orders the charges within mainland UK (except Highlands) applied are as follows:

Orders Between 1kg- 800kg will have a carriage charge depending on size and weight of order.

0-20kg = £7.20,  
20-50kg = £18,  
50-100kg = £24,  
100-250kg = £36,  
250-500kg = £42,  
500-800kg = £50.40.

Orders over 800kg carriage foc

Pallet Deals – Carriage FOC

Orders of any value outside mainland UK, and including Highland and Islands will be subject to a delivery charge for which a quotation will be given on request.

### Delivery Times

Goods ordered, where available, will normally be despatched within 3 working days excluding day of order and will only be delivered to the cardholder's registered billing address unless an alternative address is specified by the consumer and agreed with the Company. **Time for delivery of goods shall not be of the essence.**

Delivery will normally be between Monday and Friday during the hours of 8.30 a.m. and 6 p.m. and delivery options are available to view on the Company website.

Any dates quoted for delivery of the goods are approximate only and the Company shall not be liable for any delay in delivery of the goods however caused. The goods may be delivered by the Company in advance of the quoted delivery date.

If the Company is unable for any reason to deliver the Consumer's order within 14 working days of the order, the Consumer has the right to cancel the order and the Company will refund any money paid by the Consumer for the goods. The Company will not be responsible for any losses suffered by the Consumer for late delivery or inability to deliver.

The consumer must provide a delivery address that is accessible and where a responsible individual is on site to sign for the delivery. If the Consumer or responsible representative is not at the delivery address the driver will not leave the goods as there must be an authorised person to sign for and accept delivery.

If an additional visit has to be made for attempted delivery then an additional charge will be incurred by the Consumer which must be paid to the Company in advance of delivery.

### Risk

The risk in the goods shall pass to the Consumer on delivery.

### Damage

The Consumer should examine all goods on delivery to be satisfied that the goods are undamaged, of the correct quantity and in accordance with the contract.

Any damage in transit to the goods, shortages or errors must be written on the delivery note at the time of delivery.

If any of the goods are received in a damaged condition or if there are any shortages or errors then the Consumer must inform the Company in writing of the exact amount missing or the extent of the damaged goods within two working days of the delivery

The Company may make arrangements to collect all damaged or faulty goods on request and if they are found to be damaged or faulty then the Company will arrange for replacements or make an appropriate refund.

It is the responsibility of the Consumer to check tiles/terracotta for visible defects or discrepancies of any kind **before any tiles are fixed.**

No complaints can be accepted after the tiles have been fixed.

The Consumer's statutory rights are not affected

### **Product Quality / Warranty**

The supply of goods does not mean that they are suitable for a specific installation. The Company can only be held responsible for any failure against products supplied, to the extent that the manufacturer of such products is prepared to guarantee the same.

Variations in size, shape and shading are inherent in the manufacture of tiles/terracotta and therefore the Seller accepts no liability.

Any claim by the consumer, which is based on any defect in the quality or condition of the Goods, or their failure to correspond with specification, shall (whether or not the delivery is refused, by the consumer) be expected to notify the company in writing, within 2 working days, from delivery. If

delivery is refused and the consumer does not notify the company accordingly, the company shall have no liability for such defect or failure and the consumer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

Where any valid claim in respect of any defect in the quality or condition of the Goods, or their failure to meet specification is notified to the Company, in accordance with these conditions, the Company shall be entitled to replace the Goods (or the part under query) free of charge or at the Companies sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price) however, the Company will have no further liability to the Consumer.

The Company offer a wide range of ancillary, products manufactured by a variety of different suppliers. Every care should be taken when using these products to ensure that they are appropriate for the product and location involved. Consumers are requested to refer to the manufacturer's website and to fully read and adhere to the manufacturer's installation, usage and application guideline instructions before use. The Company are unable to accept any responsibility or liability for costs incurred through the use/mis-use of these products, how so ever caused.

This policy does not affect your statutory rights.

### Cancellation

If the Consumer is not totally satisfied with the order for any reason, the Consumer has the right to cancel the order within 7 working days from the date of delivery for a full credit or refund less any applicable delivery charges.

A cancellation request by the Consumer must be put in writing and received by the Company within the 7 working day period.

The Consumer will be responsible for the return of goods and any associated costs of return. Refunds or credits for goods will only be made if goods are received back complete and in a re-saleable condition.

Returns must be made within 28 days and must be accompanied with a copy of the despatch note.

The Consumer's statutory rights are not affected.

After 7 (seven) working days from delivery, if the consumer wishes to cancel the order, this action will be considered to be a 'Return' and be covered by our Returns Policy – see below

### **Returns**

Stock Items (Standard Products) The consumer may return tiles/terracotta to the Company within 1 calendar month of delivery, provided the goods are in good condition and are able to be re-sold. (Pallet deals, Adhesive, Grout, Sealers and Tools are Non-Refundable). If the consumer returns the goods in good condition a FULL REFUND (excluding the original DELIVERY charge and the appropriate re-stocking charge). Re stocking charges are 20% of the value of the items.

The responsibility for the return of the goods is that of the Consumer. The Company will not accept under any circumstances any cost for the return of, or re-packaging of, returned product or items.

The Consumer should return goods using conventional haulage and should not use Express or Special Transportation services, unless specifically agreed with the Company, in writing, prior to the goods being returned.

If the original packaging has been opened, or is deemed by the consumer to require improvement, to allow the safe return of the goods, it is the responsibility of the consumer to complete a re-packing exercise, at their cost. The Company will not accept any costs for the re-packing of goods, in any circumstances.

If the Consumer cannot or will not arrange the return of the goods, the Company will arrange the collection and deduct the collection costs from the refunded amount. To avoid any mis-understanding, please liaise with our Customer Services Team for the cost of returning the goods.

Refunds will be processed as a priority, however, dependent upon circumstances, the administration may take up to 3-5 working days to complete. The maximum time period to refund any monies will not exceed 30 Days from the receipt of goods. Additionally please note, any monies paid back to Credit / Debit cards may take a further 3-5 days to show on Customers statements. – However, it may be possible to improve on these timings by contacting your Bank / Card account company.

#### Privacy Policy

We are committed to protecting your privacy. We will only use the data which we collect about you lawfully in accordance with the Data Protection Act 1998. We will own and control the data collected on our site, which we may use for our internal marketing and to improve our site.

We do not disclose this data to third parties, unless required by law or court order. However even then, we will at all possible times control and be responsible for that use of your data. We collect personal data, which you voluntarily submit to us, for example when you complete a form on the site. We may use this data to provide you with newsletters and other information which you may have requested.

If you supply us with your postal address on-line, you may receive periodic mailings from us with information on new products and services or upcoming events. If you do not wish to receive such mailings. Please let us know by sending an email to us or write to us at the mailing address shown above. Please provide us with your exact name and address.

Persons who supply us with their telephone numbers on-line may receive telephone contact from us with information regarding new products and services or up coming events. If you do not wish to receive such telephone calls, please let us know by sending an email to us or write to us at the mailing address shown above. Please provide us with your correct phone number.

This website, as well as some others maintained by us, may place a "cookie" in the browser files of a user's computer. The cookie itself does not contain any personally identifying information. These cookies help our website better serve the user, and are recorded specifically for that purpose.

We take appropriate steps to protect your data both on-line and off-line. We ensure that our suppliers use firewalls and SSL encryption to protect the information on our web servers. We do not store credit card details nor do we share customer details with any 3<sup>rd</sup> parties.

We may use IP addresses to analyse trends, administer our site and track your movements whilst on the site. IP addresses do not supply us with personally identifiable data. Our site contains links to other sites. Please note that we are not responsible for their privacy practices.

Changes to this privacy statement: We may change this statement at any time by posting revisions on our site. Each time you enter this site, you agree that the privacy statement current at that time shall apply to all data which we hold about you.

Consent: By using our site, you consent to our use of your personal data in the manner set out in this privacy statement.