

OUR TERMS

1. THESE TERMS

1.1 **What these terms cover.** These are the terms and conditions on which we supply goods to you, together with the Delivery Instructions. Please read all of these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

1.2 **Delivery Instructions** - when placing an order, we will agree delivery instructions with you, including accessibility, agreed locations to leave the goods, and whether you must be in attendance for the delivery. You confirm that the information you provide relating to how the delivery can be made is true and accurate and that delivery will be capable of being made on the basis of the information you provide. You also agree that the following terms relating to delivery apply:

- (a) **National Deliveries** are made on pallets by a Third Party Courier Company with an 18 Tonne Rigid Vehicle with Tail Lift for a kerb-side off load - HIAB/Crane Offload **IS NOT** available - your order will be delivered on a pallet and offloaded using a tail lift and a manual pallet pump truck. A level, hard surface is required for offload. Sharp inclines, declines and uneven surfaces are unsuitable for this method of delivery. **IF IN ANY DOUBT** please call us on 01757 289651 or email enquiries@stones4homes.co.uk prior to placing your order.
- (b) **Deliveries LOCAL to our SELBY Depot** in North Yorkshire are made on one of our HIAB/Crane Offload Vehicles, **IF IN ANY DOUBT** about the area we cover with our own HIAB vehicles then please call us on 01757 289651 or email enquiries@stones4homes.co.uk prior to placing your order.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 **Who we are.** We are **Stones4Homes Ltd** a company registered in England and Wales. Our company registration number is 6645786 and our registered office is at Bloom Hill Cottage, Hill Top, Barlby, Selby, YO8 5JQ. Our registered VAT number is GB936286690.

2.2 **How to contact us.** You can contact us by telephoning our customer service team at 01757 289651 or by writing to us at enquiries@stones4homes.co.uk and Riccall Airfield Industrial Estate, Market Weighton Road, Barlby, Selby, YO8 5LD.

2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

- 3.1 **How we will accept your order.** Our acceptance of your order will take place when we email you an Order Confirmation following your placing of an order (either via this website or on the phone) which will also confirm that payment has been processed, at which point a contract will come into existence between you and us.
- 3.2 **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

4. OUR PRODUCTS

- 4.1 **Products may vary slightly from their pictures.** The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images.
- 4.2 **Products may vary from order to order.** The products we sell are natural materials and there may be slight variations in the colour from time to time. The colour of any sample ordered may differ slightly from the colour of any larger order, and the colour of the products within a single order or when compared to other orders may vary slightly due to the product being a natural material. We will not be liable for any slight variations to colour.

5. CHANGES TO AN ORDER

- 5.1 If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.
- 5.2 We may change the product to reflect changes in relevant laws and regulatory requirements and to implement minor technical adjustments and improvements, these changes will not affect your use of the product.
- 5.3 Please note that we do not accept changes which are requested due to the colour of an order being slightly different to a sample, other order or as depicted on the website.

6. PROVIDING THE PRODUCTS

- 6.1 **Delivery costs.** The costs of delivery will be included in the price of the products when your delivery location is provided. Delivery is not free of charge but is an element of the overall purchase price you pay.
- 6.2 **When we will provide the products.** We will deliver them to you as soon as reasonably possible and in any event within 30 days after the day on which we accept your order. We will always try to deliver to you on an agreed date but this may not be possible. We will endeavour to call you on the day of delivery to provide a more accurate window of delivery.
- 6.3 **We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay of at least 7 days you may contact us to end the contract and receive a refund for any products you have paid for but not received.
- 6.4 **Collection by you.** If you have agreed to collect the products from our premises, you can collect them from us at any time during our working hours of 8am to 5pm on weekdays (excluding public holidays) and 8am to 12 noon on Saturdays.
- 6.5 **If you are not at home as agreed when the product is delivered.** If no one is available at your address to take delivery as agreed as part of the Delivery Instructions, we will leave in any pre-agreed delivery site agreed in the Delivery Instructions. If no pre-agreed delivery site has been agreed, we will contact you to establish a delivery site and failing this we will be required to rearrange delivery, which will be at your cost.
- 6.6 **If you do not re-arrange delivery.** If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them we will contact you for further instructions. We may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 9.2 will apply.
- 6.7 **Your legal rights if we deliver late.** You have legal rights if we deliver any products late (by more than 7 days after any agreed delivery date). If we miss the delivery deadline for any products then you may treat the contract as at an end straight away if we have refused to deliver the products, delivery within the delivery deadline was essential (taking into account all the relevant circumstances), or you told us before we accepted your order that delivery within the delivery deadline was essential.

- 6.8 **When you become responsible for the product.** The product will be your responsibility from the time we deliver the product to the address you gave us or you (or a carrier organised by you) collect it from us.
- 6.9 **When you own goods.** You own a product which is goods once we have received payment in full.
- 6.10 **Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product to deal with technical problems or make minor technical changes or update the product to reflect changes in relevant laws and regulatory requirements.

7. YOUR RIGHTS TO END THE CONTRACT

- 7.1 **You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:
- (a) If what you have bought is faulty or misdescribed you may have a legal right to end the contract, see *clause 10*;
 - (b) If you have just changed your mind about the product, see *clause 7.2*. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods;
 - (c) In all other cases (if we are not at fault and there is no right to change your mind), see *clause 7.5*
 - (d) If you are ending a contract for a reason set out below the contract will end immediately and we will refund you in full for any products which have not been provided. The reasons are:
 - (i) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
 - (ii) the supply of the products will be significantly delayed because of events outside our control;
 - (iii) you have a legal right to end the contract because of something we have done wrong (including because we have delivered late) (see *clause 6.7*).
- 7.2 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most products bought online or by phone, you have a legal right to change your mind within 14 days and receive a refund.
- 7.3 **When you don't have the right to change your mind.** You do not have a right to change your mind in respect of any products which become mixed inseparably with other items after their delivery. The right to change your mind does not apply where you place an order in person at our premises.

7.4 **How long do I have to change my mind?** If your goods have been delivered in one delivery you have 14 days after the day you (or someone you nominate) receives the goods. Where your goods are split over more than one delivery over different days, you have until 14 days after the day you (or someone you nominate) receives the last delivery to change your mind about the goods.

7.5 **Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind (see clause 7.1), you can still end the contract before it is completed, but you will have to pay us compensation for any collection costs. If you want to end the contract in these circumstances, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund reasonable compensation and delivery costs for the net costs we will incur as a result of your ending the contract

8. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

8.1 **Tell us you want to end the contract.** You must check the products on delivery and notify the courier that you do not accept the delivery. If you fail to reject the delivery at the time of delivery, we reserve the right to reject your wish to end the contract. To end the contract with us, please call customer services on 01757 289651 or email us at enquiries@stones4homes.co.uk. Please provide your name, home address, details of the order and, where available, your phone number and email address.

8.2 **Returning products after ending the contract.** If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must either return the goods in person to where you bought them, post them back to us at Riccall Airfield Industrial Estate, Market Weighton Road, Barlby, Selby, YO8 5LD or (if they are not suitable for posting) allow us to collect them from you, at your cost. If you are exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.

8.3 **You are responsible for the costs of return.** You must pay the costs of any return in all circumstances. We reserve the right to waive this obligation and to contribute to your return delivery costs. You are also responsible for all re-delivery costs which arise as a result of us not being able to make a delivery to you in the first instance due to you not complying with the Delivery Instructions.

8.4 **What we charge for collection or re-delivery.** Where you are responsible for the costs of return or if there is a re-delivery required and we are collecting the product from you or re-delivering the product to you, we will charge you the direct cost to us of collection/re-delivery. You will be required to pay for these return costs prior to us collecting/re-delivering the goods. Where we are refunding the purchase price to you, we are entitled to deduct any collection costs from any sums already paid. The costs

will vary depending upon your location, the nature of the products and type of vehicle required.

- 8.5 **How we will refund you.** We will refund you the price you paid for the products less, at our absolute discretion delivery and collection costs, by the method you used for payment. However, we may make deductions from the price, as described below.
- 8.6 **Deductions from refunds.** If you are exercising your right to change your mind, we may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount:
- 8.7 **When your refund will be made.** If you are exercising your right to change your mind then your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

9. OUR RIGHTS TO END THE CONTRACT

- 9.1 **We may end the contract if you break it.** We may end the contract for a product at any time by writing to you if: you do not, within a reasonable time, allow us to deliver the products to you (including you providing inaccurate delivery acceptance information) or collect them from us.
- 9.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

10. IF THERE IS A PROBLEM WITH THE PRODUCT

- 10.1 **How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at 01757 289651 or write to us at enquiries@stones4homes.co.uk or Riccall Airfield Industrial Estate, Market Weighton Road, Barlby, Selby, YO8 5LD.
- 10.2 **Summary of your legal rights.** We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected life of your product your legal rights entitle you to the following:

- up to 30 days: if your item is faulty, then you can get a refund.
- up to six months: if your faulty item can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- up to six years: if the item can be expected to last up to six years you may be entitled to a repair or replacement, or, if that doesn't work, some of your money back.

- 10.3 **Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them if you collected them, or return them to us at your cost. Please call customer services on 01757 289651 or email us at enquiries@stones4homes.co.uk for a return label or to arrange collection.

11. PRICE AND PAYMENT

- 11.1 **Where to find the price for the product.** The price of the product (which includes VAT and delivery) will be as shown on the website, or as agreed with our representative when you place a full order on the phone. The price will be set out in your Order Confirmation by email. Indicative prices for all products are set out on our website, which include delivery cost which is added to the price when you insert your post code. We take all reasonable care to ensure that the price of the product advised to you is correct.
- 11.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- 11.3 **When you must pay and how you must pay.** We accept payment with VISA, VISA Debit, VISA Electron, MasterCard, MasterCard Debit, Maestro Debit/Credit Cards. Payment is made either on the website, immediately at the time of agreeing an order by phone/email, or upon purchasing the goods in person at our site.

12. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 12.1 **We are responsible to you for foreseeable loss and damage caused by us, subject to clauses 12.2 and 12.3.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 12.2 **We are not liable for business losses.** We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 12.3 **Where we will not be liable.** We will not be liable in the following circumstances:
- (a) We are unable to advise the Customer on the fitness of the goods for any particular purpose, unless this advice is provided in writing. You are entirely responsible for satisfying itself that the goods are fit for the intended use either by relying on your own expertise or by obtaining professional advice.
 - (b) We will not be liable for any damage caused to any road, driveway or other access ways where you have confirmed in the Delivery Instructions that such rights of access are suitable for our delivery vehicles.
 - (c) We will not be liable where we fail to make a delivery due to the driver of the delivery vehicle determining, in his absolute discretion, that the actual access ways not being suitable for safe, damage free access, or that access is not possible.

13. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 13.1 **How we will use your personal information.** During the course of carrying out our business with you we will collate the following information:

Name
Address
Billing details
Company name
Company registration details
Email, telephone numbers etc

Some of this information is considered personal data and we will comply with the General Data Protection Regulations when processing and recording this data.

13.2 **We will use the personal information you provide to us:**

- (a) to supply the products to you;
- (b) to process your payment for the products; and
- (c) if you agreed to this during the order process, to inform you about similar products that we provide, but you may stop receiving these at any time by contacting us.
- (d) Legal purposes - such as keeping records of orders, payments received etc for HMRC purposes such as VAT
- (e) Legitimate interests - such as delivering goods/fulfilling orders

13.3 We will only give your personal information to third parties where the law either requires or allows us to do so, such as using the services of an accountant who is also duly bound by the regulations.

We may, from time to time, inform you of specific relevant offers or contact you to remind you that a period of time has elapsed since you last ordered a product you regularly purchase from us. We consider this is a legitimate reason to contact you however, if you wish to not be contacted again you can of course inform us of this. We do not use your data for marketing campaigns, newsletters or similar.

For further information please review our website privacy policy at <https://www.stones4homes.co.uk/privacy-policy-cookies/> which has further details on our privacy processes and how we keep your data safe.

14. OTHER IMPORTANT TERMS

- 14.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation.
- 14.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 14.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 14.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 14.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or

if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

- 14.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.