



Terms and Conditions

Natural Stone Veneer Limited
Meadow Lane, Ellesmere Port, Wirral, CH65 4EA
Tel 0843 289 8741
Email info@naturalstoneveneer.co.uk
Web www.naturalstoneveneer.co.uk

1 The contract between us (for delivery see section 5)

- 1.1 We must receive payment of the whole of the price for the goods that you order, when that happens you will receive an acknowledgement of receipt. If you pay by cheque, we will not be deemed to have received payment until your cheque has cleared. Once payment has been received by us we will confirm that your order has been received by sending an email to you at the email address you provide in your order form. Our acceptance of your order occurs on despatch and brings into existence a legally binding contract between us.
- 1.2 Notwithstanding the provisions of clause 1.1, if we accept an order from you without full payment in advance of delivery, you will pay the price for the goods within 30 days of the date of our invoice. Overdue amounts shall attract interest at the rate of 3% above Barclays Bank Plc from the date of due payment of the invoice until payment.
- 1.3 If you allow us to enter or make an order on your behalf it is an acceptance of our Terms & Conditions.
- 1.4 If we enter an order for you a copy will be sent to the email address you give us. It is your responsibility to check all details are correct. We cannot be held responsible for any errors or omissions made when entering an order on your behalf.
- 1.5 You (the customer) are responsible for obtaining all necessary planning permission and local authority consents and permissions for any work to be carried out. You are responsible for obtaining any permits to allow roadside delivery or storage of goods on the public highway.
- 1.6 **Acceptance of Terms**
These Terms & Conditions are applicable to all people dealing with Natural Stone Veneer Ltd over the ages of 18. Nobody under the age of 18 is allowed to purchase any goods from Natural Stone Veneer Ltd. Please read them carefully as by using the site, placing your order or asking us to place your order you are bound by these terms and conditions. If you do not agree to these terms and conditions, please do not use this site or order goods from us. We reserve the right to change these terms and conditions periodically and it is your responsibility to ensure that you check for any changes made. Your continued use of this site after any changes indicates your acceptance of the changed terms.

2 Price

- 2.1 The prices payable for goods that you order are quoted as exclusive of VAT. The square metre prices detailed will not include delivery. The cost of delivery if advertised will be based on the standard delivery option. Published prices are subject to change without notice. We will clarify the cost of your purchase prior to your placement of an order.
- 2.2 You may be required to pay extra for certain deliveries and it might not be possible for us to deliver to some locations.

3 Consumers only – Right for you to cancel your contract

- 3.1 If you are purchasing as a consumer, you may cancel your contract with us for the goods you order at any time up to the end of the seventh working day after the date you receive the ordered goods, subject to clause 3.2 below. You do not need to give us any reason for cancelling your contract, subject to clause 3.2 below.
- 3.2 You cannot cancel your contract in the following circumstances:
 - (i) if the goods you have ordered are not a stock item in our yard or not "off-the-shelf" standard products (a bespoke order) but were configured or assembled pursuant to your requirements.
 - (ii) if the goods you have ordered have already been despatched from the delivering depot.
 - (iii) The product must be unused, in its original packing and in a saleable condition.



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- 3.3 To cancel your contract you must notify us in writing. To do this, please email or write to us at the address provided under clause 9.
- 3.4 If you have received the goods before you cancel your contract then (unless clause 3.2 applies) you must send the goods back to our contact address at your own cost as per the Distance Selling Regulations. If we arrange collection for you, the relevant fee will be deducted from your final refund. If you cancel your contract but we have already processed the goods for delivery you are requested to refrain from unpacking 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. There may be a variable percentage re-stocking charge imposed depending on circumstance and dependant on supplier if products have been supplied by a third party. If you wish, this can be arranged by us and charged at the current rate of return.
- 3.5 Once you have notified us that you are cancelling your contract, any sum debited to us will be re-credited to your account as soon as possible and in any event within 30 days of your order PROVIDED THAT the goods in question are returned by you and received by us in a reasonable condition. If you do not return the goods delivered to you or do not pay the costs of delivery, we shall be entitled to deduct the direct costs of recovering the goods from the amount to be re-credited to you and to include any relevant re-stocking charges.
- 3.6 Business purchasers have no right to cancel orders under clauses 3.1 to 3.5.

4 Cancellation by us

- 4.1 We reserve the right to cancel the contract between us if: (i) we have insufficient stock to deliver the goods you have ordered; (ii) we do not deliver to your area; or (iii) one or more of the goods you ordered was listed at an incorrect price due to a typographical error or an error or change in the pricing information.
- 4.2 If we do cancel your contract we will notify you by e-mail or by letter and will re-credit to your account any sum deducted as soon as possible but in any event within 30 days of your order.

5 Delivery of goods to you

Remember, it is your responsibility to ensure good and reasonable access for the delivery vehicles.

- 5.1 We will deliver the goods ordered by you to the address you give us for delivery at the time you make your order. We reserve the right to deliver to your billing address only.
- 5.2 Our normal method of delivery is either by a courier service where the products will be packaged in boxes and delivered to your door, or for larger orders, via the pallet network where deliveries will be made using a tail lift offload vehicle and pallet truck which is a roadside drop only.† This is our standard method of delivery. Other forms of delivery are available at an additional cost and by request only. Please indicate this to us on your order or by telephone (not email) on 0843 289 8741 otherwise we will deliver in good faith to your road address using either of the above methods. Please remember on our standard delivery we can only give a delivery day and not a time.
- 5.3 Deliveries will not be completed until the goods are signed for by the customer or the customer's nominated representative on site. If there is nobody to sign for the goods, the customer will be charged for the cost of redelivering the goods. If you no longer wish to accept the goods then you will be charged for the return of the goods to our depot.
- 5.4 We will endeavour to make the delivery as soon as possible after your order is accepted, paid for and monies received by us. We aim (but are not obliged) to dispatch all goods for delivery on the next working day after your payment is cleared. Providing the materials you have ordered are in stock, the usual delivery period is between 2 to 5 working days after clearance of your payment.
- 5.5 We reserve the right to separately ship orders of more than one item (but in such circumstances you will not be charged for additional delivery charges).



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- 5.6 Once goods have been signed for, this indicates acceptance of the goods. Natural Stone Veneer Ltd cannot be held responsible for damage to the goods in their subsequent use or misuse.
- 5.7 If you are a business purchaser, then ownership and title in the goods you have ordered will pass to you on the later of delivery or clearance of your payment. Once goods have been delivered to you they will be held at your own risk.
- 5.8 Goods in transit from us to you are covered by our carrier's insurance. Transit has deemed to have been completed on receipt of the customer's signature.
- 5.9 General Info: For smaller deliveries, we use a well known courier network and deliveries will usually be made to your door in person. For the larger pallet deliveries, we use a well known, third-party pallet distribution carrier and delivery is normally kerbside only, this is our standard method of delivery and this is how it works. ***The vehicles used on our standard deliveries will be large curtain-sided box vehicles. We do not deliver on flat bed vehicles therefore height access needs to be good (no overhanging trees).*** Your order is collected and taken back to the collecting depots premises, it travels overnight to a central distribution hub, from there it will go to the delivering depots premises and finally delivered to you on your allotted day - a total of at least 4 different vehicles. The prices advertised or quoted include the cost of delivery to most of mainland U.K. with exception of the following postcodes: AB / DD 8 to 11 / IV / KA27 + 28 / PA 20 to 75 / PH 6 to 44 / PO 30 to 41. We can deliver to these postcodes but an excess charge will have to be made depending on the size of the order. Please call the office for a quotation.

Delivery Lead Times

Once the monies have been received, we aim to deliver all yardstock orders within 5 working days (working days are classed as Monday to Friday excluding Bank Holidays) and most yardstock orders will be delivered based on 2 to 5 working days after date of order, however some deliveries direct from suppliers may take up to 10 working days (on yardstock a 24 hour delivery service can be arranged at an extra cost of £25.00 + vat per pack (£30.00 inc VAT) or a 48 hour delivery service at an extra cost of £20.00 + vat per pack (£24.00) This is providing products are in stock and available for release. We will contact you to arrange a delivery day / date. Please be sure to leave a contact telephone number in the check out section. We may also deliver to another address other than your billing address, please be sure to input the correct delivery address.

Delivery Day

If a special arrangement has not been organised, the carrier company will deliver between the hours of 7.30am to 6.00pm (if you have not received your order by about 3 pm feel free to call us and we will check progress of your delivery). If you require an AM or PM delivery (Mon - Fri), this can be arranged at a cost of £40.00 plus vat (£48.00). If you require a specified timed delivery (Mon - Fri / 9am to 5pm), this can be arranged at a cost of £50.00 plus vat (£60.00). If you require a Saturday delivery (unfortunately specified times are not available), this can be arranged at a cost of £75.00 plus vat (£90.00). Whilst every effort will be made by us and the courier to effect delivery in accordance with any pre-arranged day, ourselves or the courier will not accept liability for any loss or damage occasioned by the delay in delivery however caused. **Any schedule given by us for delivery is given in good faith and we shall endeavour to comply with it. We will in no circumstances be liable for any costs or expenses incurred as a result of late or non-delivery.** We cannot be held responsible for any delay in delivery resulting from adverse weather, vehicle breakdown, traffic jams etc. Our delivery network only allows us to deliver within mainland U.K. however, for an extra charge deliveries outside of the U.K. can be arranged. Please get in touch for a quote by calling 0843 289 8741.

*** Once your order has been collected from us or our supplier it is then "on route", any cancellation may result in return haulage charges at your cost. If your order has left the collecting depots premises and is further in transit then return haulage charges will certainly apply, these are normally deducted from your refunded amount. We will speak to you to book a delivery day and you must be present to accept delivery. If you are not and your delivery cannot take place a re-delivery charge may apply. If you order accessory items (for example Adhesive, Grout or Sealant materials) these items will be put inside or on top of your delivery and well wrapped (if you think you order has been tampered with then please call us immediately). Before you sign for your delivery please check these items are included as we cannot entertain any claims for missing items once the delivery has been signed for as complete.



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Delivery Drops

For larger orders via the pallet network, the carrier company who deliver on our behalf do in most cases, deliver on a vehicle that has a tail lift and a pallet pump truck. Please bear in mind that large rigid sized wagons, and sometimes articulated wagons (up to 45ft), will deliver the goods. Suitable access will need to be available and in all cases it is the customers responsibility to provide a suitable area for offload. You must advise us of any restrictions that will impede the delivery vehicle from dropping the goods; it is imperative the area is hard and level (no hills or slopes). Delivery is kerbside drop only which means the carrier is only obliged to offload the goods from the tail lift via pump truck. If assistance is available and offered then the goods may be wheeled closer to your property if surfaces allow. Our couriers are not insured to take goods onto your premises without permission. If you require the driver to come off the public highway onto your property with the vehicle, the goods, or both, this is entirely at your own risk and if the driver / vehicle damages anything (e.g. Manhole Covers / tarmac driveways / block paved drives / flagged driveways / gravelled + stoned driveways / public footpaths / grassed areas / walls / pillars / gate posts / gates / trees / hedges / telephone wires / lights etc) the cost of repair will be your responsibility. The carrier company we use are very competent and you should have no cause to worry, we just have to point out the possible pit falls.

*** If vehicular access is a problem why not do what several of our customers have done – deliver to another address! We have made several deliveries now to customer workplaces and the product has been taken to the job in smaller vehicles...no problem!! *** We can arrange full mechanical offload by brick grab crane or transportable fork truck at extra cost, this would be costed on request.

NB All deliveries need to be inspected and signed for. If you are not at the delivery address to receive the goods or have not arranged anybody else to receive the goods on your behalf, the courier driver will not leave the goods. A surcharge will be made and also another charge will be made for the cost to re-deliver. The cost will be reasonable and will be charged at the courier rate only.

Tips for a smooth delivery

A little forward planning should help your delivery go smoothly. Think about where you would like your delivery to be put and work around that. If parked cars are a problem then try to use your own car to good effect, park it out on the road to keep a space for your delivery then move it when the goods arrive. Include a friend or neighbours car too if possible, you can never have too much space. Do not go out on your delivery day, even for a few minutes as we guarantee, that will be the moment your delivery arrives. Please be honest in giving delivery advice, if you think there could be problems then let us know, we can only act on information offered to us.

Never refuse a delivery for any reason without first calling us. If you do, either re-delivery or return charges will apply.

5.9 (a) Product Information.

Natural Stone Product Advice:

Colour variation: a safe rule is, if you buy more than one pack then you must install from more than one pack. Please don't install one pack at a time.

The beauty of natural stone is its colour variation and texture; this will vary between batches so for larger jobs you may want to consider buying enough for the complete project and avoid buying more from a later batch. Once paid for we can usually hold all or part of your order until you require it, please call for details. We cannot guarantee similarity between photographs on our website and natural stone ordered. Some batches can vary and packs can vary so for that reason we recommend laying from more than one pack. Weathering and site conditions can also cause variations in shade to appear. Please note, it is not uncommon for some natural stone colours to be known by several names. Some colours vary more than others and some textures are rougher than others; please ask for advice. Natural stone may develop shaded marking, deposits or patches as mineral content oxidises. It is important to identify any defects that are visually apparent prior to laying as we cannot be held responsible for costs of uplifting and/or re-fitting. We cannot take back, for whatever reason, any product that has been laid. In all natural stone you will get pieces that are more riven and rough on the surface, again this is normal and these pieces could be used for cuts or placed in areas that may be less prominent. If you cannot accept the



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variations natural stone brings then it may not be for you.

Dimensions and Measurements

All dimensions given are nominal and subject to manufacturing and production tolerances, please remember natural stone is hand-cut so dimensions and thickness are never going to be exact. All dimensions and thickness of all products on this website are for guidance only.

Breakages

In a perfect world this wouldn't happen but life isn't like that. Our stone is ethically sourced in India, it is crated up and will next see the light of day generally when you unpack it. In between it is transported from the quarry to the docks, put into a container, thrown around on the high seas for 6 to 10 weeks then unloaded in the UK. It travels to us, you buy it and finally we arrange transport to you. In all of that the odd breakage may occur, unfortunately replacement is not an option as these would certainly get broken in transit. Please remember most broken sheets can be used for cuts and you should allow at least 10% for cuts and breakages. However (and we do check), if there is significant damage then please let us know and we will do all we can to resolve the problem (significant damage is more than 10%). If you are ordering close to exactly what you want then please let us know and we will try and offer ideas and suggestions. I hope you appreciate our honesty and can be a little reasonable in return. Almost all sheets will suffer small scuff, scratch or rub marks in transit, these are normally very minor and may disappear in a short time after installation.

Damage on Delivery

If you have a problem with your delivery and damage occurs or you suspect the product may be damaged then please sign the note as "Damaged on Delivery". If you do not we cannot make a successful claim against insurance or the carrier company and therefore can not ultimately replace any goods for you.

Sealing

Natural stone can be sealed and we recommend Lithofin products. This may enhance the colour and offer some protection against everyday dirt, oil, food and drink spillage and will simplify cleaning and maintenance. It is always recommended to follow the manufacturers application guidelines prior to using.

Whilst we pride ourselves on and make every effort to give sound and honest advice we cannot be held responsible for any loss, damage or injury sustained following it. Please call the office if you have any questions.

6 Our Liability (Consumers only)

- 6.1 This clause 6 applies only to purchases by consumers.
- 6.2 If the goods we deliver are not what you ordered or are damaged or defective or the delivery is of an incorrect quantity, please notify us in writing or by e-mail within 5 working days of receipt of order. To do this, please email or write to us at the address provided under clause 9.
- 6.3 If you do not receive goods ordered by you within 30 days of the date on which you ordered them, please notify us immediately in writing or by email at the address provided under clause 9.
- 6.4 If you notify a problem to us under this clause 6, our only obligation will be, at your option:
 - (i) to make good any shortage or non-delivery;
 - (ii) replace or repair any goods that are damaged or defective; or
 - (iii) to refund to you the amount paid by you for the goods in question in whatever way we choose (subject to you permitting us to collect the goods or otherwise arrange for their return to us, at our expense).
- 6.5 Save as precluded by law, we will not be liable to you for any indirect or consequential loss, damage or expenses



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(including loss of data) howsoever arising and we shall have no liability to pay any money to you by way of compensation other than to refund to you the amount paid by you for the goods in question under clause 6.4(iii) above.

- 6.6 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.
- 6.7 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.
- 6.8 We (Natural Stone Veneer) or any of our delivering agents will not accept liability for damages to property caused during delivery when the customer has requested for delivery to be made off the public highway or other than a kerbside delivery

7 Our Liability (Business purchasers only)

- 7.1 This clause 7 applies only to purchases by business purchasers.
- 7.2 If the goods we deliver are not what you ordered or are damaged or defective or the delivery is of an incorrect quantity, we shall have no liability to you unless you notify us in writing or by email at our contact address of the problem within 5 working days of the delivery of the goods in question.
- 7.3 If we notify you of an expected delivery date and the goods are not delivered, then we shall have no liability to you unless you notify us in writing or by email at our contact address of the problem within 3 days of the expected delivery date. If we do not notify you of an expected delivery date and you do not receive goods ordered by you within 30 days of the date on which you ordered them, we shall have no liability to you unless you notify us in writing or by email at our contact address of the problem within 40 days of the date on which you ordered the goods.
- 7.4 If you notify a problem to us under this clause 7, our only obligation will be, at our sole option:
 - (i) to make good any shortage or non-delivery;
 - (ii) replace or repair any goods that are damaged or defective; or
 - (iii) to refund to you the amount paid by you for the goods in question in whatever way we choose.
- 7.5 We will not be liable to you for any indirect or consequential loss, damage or expenses (including loss of data, profits, business or goodwill) howsoever arising and we shall have no liability to pay any money to you by way of compensation other than to refund to you the amount paid by you for the goods in question under clause 7.4(iii) above.
- 7.6 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.
- 7.7 Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit our liability in any way that may not by law be excluded nor in any way to exclude or limit our liability for any death or personal injury resulting from our negligence.

8 Warranties

- 8.1 For business purchasers, we do not warrant that goods sold by us are suitable for any particular purpose. You



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must satisfy yourself before ordering that the goods are suitable for any purpose you intend for them.

8.2 All goods are sold with the benefit of the manufacturer's warranty, save for refurbished equipment.

9 Notices

Unless otherwise expressly stated in these terms and conditions, all notices from you to us must be in writing or by email and sent to our contact address at; Natural Stone Veneer Ltd / Meadow Lane Business Centre / Crescent Road / Ellesmere Port / Wirral / Cheshire / CH65 4EA or email us at sales@naturalstoneveneer.co.uk

10 Events beyond our control

We shall have no liability to you for any failure to deliver goods you have ordered or any delay in doing so or for any damage or defect to goods delivered that is caused by any event or circumstance beyond our reasonable control including, without limitation, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident, weather.

11 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.

12 Privacy

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

12.2 Telephone calls to us may be monitored or recorded for training and quality purposes.

13 Third party rights

Except for our affiliates, directors, employees or representatives, a person who is not a party to this agreement has no right under the UK Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

14 Governing law

The contract between us shall be governed by and interpreted in accordance with English law and the English courts shall have jurisdiction to resolve any disputes between us.

15 Entire agreement

These terms and conditions, together with our current website and/or catalogue prices, delivery details, contact details and privacy policy, set out the whole of our agreement relating to the supply of the goods to you by us. Nothing said by any sales person on our behalf should be understood as a variation of these terms and conditions or as an authorised representation about the nature or quality of any goods offered for sale by us. Save for fraud or fraudulent misrepresentation, we shall have no liability for any such representation being untrue or misleading.

16 Returns Policy

If you change your mind about your purchase and need to return stock, please return the unused goods to us at your cost with the original receipt within 14 days and we will offer you an exchange or credit note. Our return haulage charges are a minimum of £75 per pack excluding VAT. The returned stock must have been supplied from our "yard stock". Anything



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supplied outside of our yardstock is deemed to be a special order item and for that reason we are unable to accept returns of special order stock to our yard. If the stock has been supplied from one of our other suppliers and they accept returns, we are bound by their returns policy. Please call for advice and procedure. The returned products must be in the original condition, free from breakage or damage and re-packed in the original packaging. Whilst of course you are allowed to unpack and inspect the goods, if you do so and the goods have to be returned we strongly recommend you use the original box or crate and it will be your responsibility to ensure the goods are packed correctly and are fit, secure and safe for transport on a national road network distribution company. Your failure to do so may result in extra charges by the collecting haulier. If the product you have ordered is from a third party supplier we are bound by their returns policy

If you can't return the stock to us yourself, we can arrange collection at the current pallet rate fee (minimum £75.00 + vat per pallet) but if we do so, it is without prejudice and we cannot accept responsibility if a collection cannot take place for whatever reason. It is down to you or your agent to ensure a collection can occur. If we are arranging collection, the products must be available for collection and be in an easily accessible position to be removed. As a general rule, if the initial delivery was made by a carrier company who offloaded with a tail lift vehicle & hand operated pallet pump truck, collection will happen in the reverse way providing the pallet has not been moved. The surface must be solid ground and able to take a small wheeled pallet truck. If the initial delivery was by crane offloaded, then a crane vehicle will have to be used to collect the goods; this normally takes longer to arrange and is more costly. In all return cases, please notify us of how the initial delivery took place so we can arrange the correct procedure.

Please be aware that return of goods can take time to organise and implement; it is not a quick procedure Monies will be refunded once we are in receipt of the returned stock and not before. As a guide, the minimum cost to return a single pack will be in the region of £100. This does not affect your legal rights, including your right to claim a refund, replacement, repair and/or compensation where the goods are faulty or misdescribed.

17 Privacy Policy

Protecting your information is important to us. Natural Stone Veneer Ltd has security measures in place which are considered appropriate to the nature of the information and the harm that might result from a breach of security and are processed in accordance with local law. For your protection we will also:

- (i) not hold more information about you than is required for the purposes for which it is being processed
- (ii) make reasonable endeavours to ensure that any information about you is accurate
- (iii) not keep your information for longer that is necessary or as required by law
- (iv) process your information in accordance with your rights under the Data Protection Act 1998
- (v) not sell any data collected by us to a third party