TERMS & CONDITION OF BUSINESS

1. Interpretation

1.1 Definitions

In these Conditions, the following definitions apply:

Bespoke Goods: Goods sourced in accordance with a Specification supplied by the Customer.

Bespoke Orders: Orders which are wholly or mainly for Bespoke Goods.

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 12.6.

Contract: the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Conditions.

Customer: the person, firm, company or other legal entity who purchases the Goods from the Supplier.

Force Majeure Event: has the meaning given in clause 11.

Goods: the goods (or any part of them) set out in the Contract.

Intellectual Property Rights: all copyright, database rights, topography rights, design rights, trademarks, trade names, utility models, patents, domain names and any other intellectual property rights of a similar nature (whether or not registered) subsisting anywhere in the world in or associated with the Goods.

Order: the Customer's order for the Goods, as set out in the Customer's purchase order form or written acceptance of a quotation or other similar written communication from the Customer to the Supplier.

Specification: any specification for the Goods that is agreed in writing by the Customer and the Supplier.

Supplier: Tile Superstores Ringwood Ltd, a private limited company registered in England and Wales with company number 10013903, whose registered office is at Unit 1 Endeavour Business Park, Crow Arch Lane, Ringwood, BH24 1SF, England, UK. t/a Tile Emporium Ringwood & Tile Emporium Highcliffe.

1.2 Construction

In these Conditions, the following rules apply:

a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

b) A reference to a party includes its personal representatives, successors or permitted assigns.

c) A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

d) Any phrase introduced by the terms 'including', 'include', 'in particular' or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

e) A reference to writing or written includes faxes and e-mails.

2 Basis of contract

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing SAVE THAT the legal rights of a consumer are not affected.

2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer shall be responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate. The Supplier shall not be liable for any loss or damage resulting from any incomplete or inaccurate Order or Specification.

2.3 In the case of a Bespoke Order, unless otherwise agreed in writing by the Supplier the Customer shall pay to the Supplier an amount equal to not less than 50% of the price of the Bespoke Goods (**Deposit**). The Deposit shall be a payment on account of the price of the Bespoke Goods and a deposit against any loss or damage suffered or incurred by the Supplier as a result of any breach or default by the Customer, and in the event of such breach or default the Supplier may apply the Deposit against such loss or damage.

2.4 The Order shall only be deemed to be accepted when:

(a) The Supplier issues a written acceptance of the Order in the form of a 'Sales Quote' or 'Invoice'; and

(b) In the case of a Bespoke Order, the Supplier has received the Deposit in full and in cleared funds, at which point the Contract shall come into existence. For the avoidance of doubt, nothing in these Conditions shall impose any obligation upon the Supplier to accept any Order.

2.5 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract. The Customer shall be responsible for ensuring that the Goods are suitable and fit for purpose, and in particular the Customer hereby acknowledges and accepts that it has not relied upon any advice or guidance given by or on behalf of the Supplier relating to the Goods or any use of them.

2.6 Any samples, photographs, drawings, illustrations, descriptions or other descriptive matter contained in the Supplier's catalogues or other marketing material or which are otherwise produced by the Supplier are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force. Without prejudice to the foregoing, the Supplier shall not destroy, damage, remove, deface or obscure any sample or other descriptive matter or marketing material.

2.7 The Customer shall be responsible for establishing all quantities of Goods. The Customer acknowledges and accepts that any calculation or estimate given by the Supplier shall be treated as having been given for guidance purposes only and shall not create any legally binding obligation or liability on the part of the Supplier.

2.8 A quotation for the Goods given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 30 Business Days from its date of issue. The Supplier may withdraw a quotation at any time upon giving written notice to that effect.

3 Goods

3.1 The Goods are described in the Supplier's catalogue as modified by any applicable Specification. The Supplier's responsibility under the Contract extends to the sourcing and delivery of the Goods, and the Supplier does not hold itself out as having any expertise or experience with suitability, quantities, storage, installation and maintenance of Goods. Subject to clause 5.1(a), the Customer must not rely upon any statement at any time made directly or indirectly by or on behalf of the Supplier relating to suitability, quantities, storage, installation or maintenance of Goods. In the circumstances, the Customer shall be responsible for the suitability, quantities, storage, installation and maintenance of the Goods and the Customer's attention is drawn to:

(a) British Standard Institution BS 5385 Codes of Practice for Wall & Floor Tiling (where relevant);

(b) British Standard Institution BS 8204 Codes of Practice for Screeds, Bases & In-situ Flooring (where relevant);

(c) any other British Standard Institution Codes of Practice from time to time relevant to the Goods;

(d) good trade practice regarding the suitability, quantities, storage, installation and maintenance of the Goods; and

(e) any manufacturer's instructions and recommendations relating to the Goods, and in particular, in respect of fixings, adhesives, grouting and ancillary products.

3.2 In the case of Bespoke Goods, the Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Specification. This clause 3.2 shall survive termination of the Contract.

3.3 The Supplier reserves the right to amend the specification of any Goods if required by any applicable statutory or regulatory requirements.

4 Delivery

4.1 The Supplier shall ensure that:

(a) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the relevant Customer and Supplier reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), and where the Goods are being delivered by instalments the outstanding balance of Goods remaining to be delivered; and

(b) if the Supplier requires the Customer to return any pallets or packaging materials, that fact is clearly stated on the delivery note. The Customer shall make any such pallets and packaging materials available for collection at such times as the Supplier shall reasonably request. Returns, imposed by the Supplier, of pallets and packaging materials shall be at the Supplier's expense.

4.2 Subject to the following provisions of this clause 4.2, the Supplier shall deliver the Goods:

(a) to the location set out in the Contract or such other location as the parties may agree (**Delivery Location**); and

(b) subject to clause 4.3, on the date and time set out in the Contract or between such other dates and times as the parties may agree, and in the absence of agreement between the hours of 9.00 am and 5.00 pm on or between such Business Days notified by the Supplier to the Customer (**Delivery Time**).

If the Delivery Location is not located on a public highway the Supplier reserves the right to deliver the Goods to a kerb of a public highway adjacent to the Delivery Location, and the Customer shall be responsible for any relocation thereafter. The Supplier may make the delivery using a heavy goods vehicle (**HGV**). The Customer shall ensure that the Delivery Location is able to accommodate an HGV delivering the Goods at the Delivery Time, and if for any reason it cannot the Customer shall notify the Supplier of this fact as soon as possible and in any event before the Goods are despatched. The Customer shall ensure that it is present or represented at the Delivery Location at the Delivery Time, and that it takes delivery of the Goods immediately upon arrival. In the case of non-palletised Goods, the Customer shall be responsible for unloading the Goods in accordance with all reasonable directions given by the delivery driver. In the case of palletised Goods delivered by a tail lift lorry, the driver shall be responsible for unloading the pallets to a position adjacent to the tail lift, and the Customer shall be responsible for any relocation thereafter. In the case of palletised goods delivered by a non-tail lift lorry, the Customer shall be responsible for unloading the pallets in accordance with all reasonable directions given by the driver. Without prejudice to the foregoing, unloading is to be undertaken in a timely manner, and in the event that the Customer fails to act in a timely manner or otherwise fails to comply with its obligations under this clause 4.2 the Supplier reserves the right to recover from the Customer any loss that it suffers as a result of such failure, including any additional lorry hire charges and driver wages.

4.3 The Delivery Time is approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to comply with its obligations under clause 4.2 or to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.4 The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to comply with its obligations under clause 4.2 or to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.5 If the Customer for any reason fails to take delivery of the Goods at the Delivery Time, then except where such failure or delay is caused by a Force Majeure Event or the Supplier's material failure to comply with its obligations under the Contract:

a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the first Business Day after the Delivery Time; and

b) the Supplier shall store the Goods until delivery takes place and charge the Customer for all related costs and expenses (including insurance).

4.6 If 10 Business Days after the Delivery Time the Customer has not taken delivery of the Goods, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods. Unless otherwise agreed.

4.7 The Customer shall inspect the Goods within 48 hours of the time of delivery and in any event before installation. Without prejudice to the foregoing, the Customer shall be responsible for ensuring that the Goods accord with the terms of the Order and any applicable Specification before installation, and the Supplier shall not be liable for any loss or damage resulting from any installation of any wrongly delivered or defective Goods.

4.8 The Customer shall not be entitled to reject the Goods if:

(a) the Supplier installs the Goods;

(b) the Supplier delivers up to and including 10% more or less than the quantity of Goods ordered; or

(c) less than 10% of the quantity of Goods delivered are broken or damaged or otherwise do not comply with the warranty set out in clause 5.1. No adjustment shall be made to the price of the Goods in the event that the wrong quantity of Goods was delivered or any of the Goods are broken or damaged or otherwise do not comply with the said warranty.

4.9 The Supplier may deliver the Goods by instalments, which shall be deemed to have been invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

4.10 The Customer shall be responsible for obtaining, at its own cost, such import licences and other consents in relation to the Goods as are required from time to time and, if required by the Supplier, the Customer shall make those licences and consents available to the Supplier in good time prior to shipment. For the avoidance of doubt, the Supplier gives no representations, warranties or undertakings in connection with import licences and other consents or the requirement for them.

5 Quality

5.1 The Customer acknowledges and accepts that the Goods are products which are sourced in batches over which the Supplier has no control, and that both Goods and batches of Goods will necessarily vary in quality, texture, size, colour and appearance. The Customer further acknowledges and accepts that the Goods are inherently fragile, and that each delivery will necessarily include a number of broken or damaged Goods. The Supplier therefore can not, and does not, represent, warrant or undertake that all Goods delivered will have a similar quality, texture, size, colour and appearance or that there will be no breakages or damage. In the circumstances, the Customer shall be responsible for blending the Goods before installation to accommodate for such variations and utilising any broken or damaged Goods for edging and cornering. Subject to the foregoing and clauses 4.7 and 4.8, the Supplier warrants that on delivery the Goods shall:

a) conform in all material respects with their description and any applicable Specification; and

b) be free from material defects in design, material and workmanship.

5.2 Subject to clause 5.3, if:

(a) the Customer gives notice in writing to the Supplier within 48 hours of the time of delivery and before installation that less than 10% of the quantity of the Goods delivered are broken or damaged or otherwise do not comply with the warranty set out in clause 5.1;

(b) the Supplier is given a reasonable opportunity of examining such Goods; and

(c) the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Supplier's cost, the Supplier may, at its option, repair or replace the defective Goods, or refund the price of the defective Goods.

5.3 The Supplier shall not be liable for Goods' failure to comply with the warranty set out in clause 5.1 in any of the following events:

a) the Customer installs the Goods;

b) the defect arises because the Customer failed to follow:

(i) British Standard Institution BS 5385 Codes of Practice for Wall & Floor Tiling (where relevant);

(ii) British Standard Institution BS 8204 Codes of Practice for Screeds, Bases & In-situ Flooring (where relevant);

(iii) good trade practice regarding the storage, installation and maintenance of Goods; and

(iv) any manufacturer's instructions relating to the Goods (or related materials such as substrates, adhesives and grouts) which may accompany the Goods at Delivery or which have at any time before or at Delivery been notified to the Customer.

c) the defect arises as a result of the Supplier following any drawing, design or Specification supplied by the Customer;

d) the Customer alters or repairs such Goods without the written consent of the Supplier;

e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage, transportation, installation or maintenance conditions; or

f) the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

5.4 Except to the extent provided for in this clause 5 and elsewhere in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

5.5 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

6 Advice

6.1 Where We provide advice (including drawings and/or estimates of quantities) incidental to the supply of the Goods, relating to the Goods or any designs, specifications or requirements supplied by the Customer, such advice is provided free of charge in good faith on the basis of the information supplied and does not oblige you to purchase the Goods.

6.2 Such advice will not constitute any representation that the Goods are fit for any particular purpose and We accept no responsibility for the advice. The Customer must confirm and check such advice, including the accuracy of any estimated quantities with an architect, engineer or other suitably qualified person.

6.3 In the circumstances that such advice is given We shall not be liable to the Customer in any event for any loss or damage (whether direct, consequential or otherwise) arising from such advice (save for the death or personal injury caused by Our negligence).

6.4 Customer agrees the basis on which such advice is supplied as above and that Our liability is excluded and that this exclusion is reasonable in all the circumstances.

7 Title and risk

7.1 The risk in the Goods shall pass to the Customer on completion of delivery.

7.2 Title to the Goods shall not pass to the Customer until the Supplier has received payment in full and in cleared funds for:

a) the Goods; and

b) any other goods or services that the Supplier has supplied to the Customer.

7.3 Until title to the Goods has passed to the Customer, the Customer shall:

(a) not install the Goods;

(b) hold the Goods on a fiduciary basis as the Supplier's bailee;

(c) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;

(d) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

(e) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;

(f) notify the Supplier immediately if it becomes subject to any of the events listed in clause 9.2; and

(g) give the Supplier such information relating to the Goods as the Supplier may require from time to time.

7.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 9.2, or the Supplier reasonably believes that any such event is about to happen and notifies the Customer accordingly, then provided that the Goods have not been resold or irrevocably incorporated into another product, and without limiting any other right or remedy the Supplier may have, the Supplier may at any time require the Customer to deliver up the Goods as it may direct, and if the Customer fails to do so enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

8 Price and payment

8.1 The price of the Goods shall be the price in pounds sterling (or such other currency as the parties may agree) set out in the Contract, or, if no price is quoted, the price in pounds sterling (or such other currency as the parties may agree) set out in the Supplier's published price list in force as at the date of delivery.

8.2 The Supplier may, by giving notice to the Customer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

(a) any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

(b) any request by the Customer to change the delivery date, quantities or types of Goods ordered, or the Specification; or

(c) any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.

8.3 The price of the Goods is exclusive of amounts in respect of any value added tax (**VAT**) that may be chargeable on the supply of the Goods, which shall be payable in pounds sterling (or such other currency as the parties may agree) by the Customer in addition.

8.4 The price of the Goods is exclusive of the costs and charges of packaging, insurance and transport of the Goods, which shall be paid in pounds sterling (or such other currency as the parties may agree) by the Customer in addition.

8.5 Unless otherwise agreed in writing by the Supplier, the Customer shall in good time before delivery of the Goods pay in pounds sterling (or such other currency as the parties may agree) to the Supplier in full and in cleared funds:

(a) the price of the Goods;

(b) any VAT chargeable on the supply of the Goods; and

(c) the costs and charges of packaging, insurance and transport of the Goods

(together **Contract Price**), in the case of Bespoke Goods less the amount of any Deposit paid to the Supplier in accordance with clause 2.3 and not applied to any loss or damage resulting from any breach or default by the Customer under clause 2.3. Payment shall be to the bank account nominated in writing by the Supplier. Time of payment is of the essence. For the avoidance of doubt, the Supplier shall have no obligation to deliver the Goods unless and until the Contract Price has been paid in accordance with this clause 8.5.

8.6 As soon as practicable after the date of payment of the Contract Price in accordance with clause 8.5 the Supplier shall provide the Customer with a VAT invoice.

8.7 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment (**due date**), then the Customer shall pay interest on the overdue amount at the rate in force pursuant to the provisions of the Late Payment of Commercial Debts (Interest) Act 1998 or the rate of 4% per annum above Barclays Bank Plc's base rate from time to time, whichever is the higher. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

8.8 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part. The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

9 Customer's insolvency or incapacity

9.1 If the Customer becomes subject to any of the events listed in clause 9.2, or the Supplier reasonably believes that the Customer is about to become subject to any of them and notifies the Customer accordingly, then, without limiting any other right or remedy available to the Supplier, the Supplier may cancel or suspend all further deliveries under the Contract or under any other contract between the Customer and the Supplier without incurring any liability to the Customer, and all outstanding sums in respect of Goods delivered to the Customer shall become immediately due.

9.2 For the purposes of clause 9.1, the relevant events are:

a) the Customer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;

b) the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;

c) (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer, other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;

d) (being an individual) the Customer is the subject of a bankruptcy petition or order;

e) a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

f) (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer;

g) (being a company) a floating charge holder over the Customer's assets has become entitled to appoint or has appointed an administrative receiver;

h) a person becomes entitled to appoint a receiver over the Customer's assets or a receiver is appointed over the Customer's assets;

i) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 9.2(a) to clause 9.2(h) (inclusive);

j) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business;

k) the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; and

l) (being an individual) the Customer dies, or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

9.3 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

10 Intellectual Property Rights

10.1 The Customer acknowledges that:

(a) the Intellectual Property Rights are the Supplier's (or its licensor's) property;

(b) nothing in the Contract shall be construed as conferring any licence or granting any rights in favour of the Customer in relation to the Intellectual Property Rights. The Supplier asserts its full rights to control the use of its trademarks within the EEA and the Customer shall assist the Supplier as required in preventing parallel importers from diluting the Supplier's rights; and

(c) any reputation in any trademarks affixed or applied to the Goods shall accrue to the sole benefit of the Supplier or any other owner of the trademarks from time to time.

10.2 The Customer shall not repackage the Goods or remove any copyright notices, confidential or proprietary legends or identification from the Goods.

10.3 The Customer shall not use (other than in accordance with the terms of the Contract) or seek to register any trade mark or trade name (including any company name) which is identical to, confusingly similar to or incorporates any trade mark or trade name which the Supplier or any associated company of Supplier owns or claims rights in anywhere in the world.

10.4 The Customer shall promptly and fully notify the Supplier of any actual, threatened or suspected infringement of any Intellectual Property Rights or any claim by any third party relating to any Intellectual Property Rights which comes to the Customer's notice. The Customer agrees (at the Supplier's request and expense) to do all such things as may be reasonably required to assist the Supplier in taking or resisting any proceedings in relation to any such infringement or claim.

11 LIMITATION OF LIABILITY

11.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

(a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);

(b) fraud or fraudulent misrepresentation;

(c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or

(d) any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.

11.2 Subject to clause 11.1:

(a) the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

(b) the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods.

12 Force majeure

Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, road traffic delays, delivery vehicle breakdowns, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, tsunamis, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

13 General

13.1 Assignment and subcontracting

a) The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

b) The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Supplier.

13.2 Notices

(a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post, recorded delivery, commercial courier, fax or e-mail.

(b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 13.2(a); if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.

(c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

13.3 Severance

(a) If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

(b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

13.4 Waiver

A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

13.5 Third party rights

A person who is not a party to the Contract shall not have any rights under or in connection with it.

13.6 Variation

Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Supplier.

13.7 Governing law and jurisdiction

The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of London, England.

14 YOUR CONSUMER RIGHT OF RETURN AND REFUND

This clause only applies if you are a consumer

14.1 If you are a consumer, you have a legal right to cancel the Contract under the Consumer Protection (Distance Selling) Regulations 2000) during the period set out below in clause 14.2. This means that during the relevant period if you change your mind or for any other reason you decide you do not want to keep the Goods, you can notify us of your decision to cancel the Contract and receive a refund. However, this cancellation right does not apply in the case of Bespoke Goods.

14.2 Your legal right to cancel the Contract starts from the date we issue a written acceptance of the Order (in the form of an 'Invoice' or 'Sales Receipt'), which is when the Contract between us is formed. If the Goods have already been delivered you have a period of 7 Business Days in which you may cancel, starting from the day after the day you receive the Goods.

14.3 To cancel the Contract, you must contact us in writing by sending an e-mail to info@tilesuperstoresringwood.co.uk or by sending a letter to Tile Superstores Ringwood Limited, Unit A, Ringwood Trading Estate, Castleman Way, Ringwood, BH24 1SF. You may wish to keep a copy of your cancellation notice for your own records. Your cancellation will be effective from the date you sent us the e-mail or posted the letter to us, confirmed by a postal service stamp.

14.4 You will receive a full refund of the price together with any VAT and the costs and charges of packaging, insurance and transport of the Goods paid by you. We will process the refund as soon as possible and, in any case, within 30 calendar days of the day on which you gave us the notice of cancellation. We will refund any credit card or debit card used by you to pay.

14.5 If the Goods were delivered to you we will collect them from the Delivery Location after contacting you to arrange a suitable time for collection. You have a legal obligation to keep the Goods in your possession and to take reasonable care of them while they are in your possession.

14.6 As a consumer, you will always have legal rights in relation to Goods that are faulty or mis-described. These legal rights are not affected by anything set out in these Conditions. Advice about your legal rights is available from your local Citizens Advice Bureau or Trading Standards office.

January 2019

Tile Superstores Ringwood Limited