

## **WEBSITE TERMS AND CONDITIONS OF SUPPLY**

This page (together with our *Privacy Policy* and *Terms of Website Use*) tells you information about us and the legal terms and conditions (**Terms**) on which we sell any of the products (**Products**) listed on our website (**our site**) to you.

These Terms will apply to any contract between us for the sale of Products to you (**Contract**). Please read these Terms carefully and make sure that you understand them, before ordering any Products from our site. Please note that before placing an order you will be asked to agree to these Terms.

You should print a copy of these Terms or save them to your computer for future reference.

We amend these Terms from time to time as set out in clause 7. Every time you wish to order Products, please check these Terms to ensure you understand the terms which will apply at that time.

These Terms, and any Contract between us, are only in the English language.

### **1. INFORMATION ABOUT US**

1.1 We operate the website [www.clearancepaving.co.uk](http://www.clearancepaving.co.uk). We are Brett Landscaping Limited, a company registered in England and Wales under company number 342312 and with our registered office at 150 Aldersgate Street, London, EC1A 4AB. Our main trading address is Sileby Road, Barrow upon Soar, Loughborough, Leicestershire LE12 8LX. Our VAT number is GB201138818.

1.2 To contact us, please see our [Contact Us](#) page [www.clearancepaving.co.uk/contact-us](http://www.clearancepaving.co.uk/contact-us).

### **2. OUR PRODUCTS**

2.1 The images of the Products on our site are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours, shades, grading or texture accurately reflect the colours, shades, grading or texture of the Products. Your Products may vary slightly from those images.

2.2 Wherever we quote dimensions and coverage rates for products please note that these values are nominal and provided for guidance only. In practice the actual dimensions of products may vary within the accepted manufacturing tolerances - particularly on garden landscaping products. Similarly, where we

provide a coverage figure for garden landscaping products this is quoted in square metres and assumes a nominal 10mm joint between slabs.

- 2.3 All Products shown on our site are subject to availability. We will inform you by e-mail as soon as possible if the Product you have ordered is not available and we will not process your order if made.

3. **USE OF OUR SITE**

Your use of our site is governed by our *Terms of Website Use*. Please take the time to read these, as they include important terms which apply to you.

4. **HOW WE USE YOUR PERSONAL INFORMATION**

We only use your personal information in accordance our *Privacy Policy*. For details, please see our *Privacy Policy*. Please take the time to read these, as they include important terms which apply to you.

5. **CONSUMER STATUS**

- 5.1 You may only purchase Products from our site if you are at least 18 years old.
- 5.2 Any Products sold to you via our site are for your own private and domestic use only.
- 5.3 As a consumer, you have legal rights in relation to Products that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

6. **HOW THE CONTRACT IS FORMED BETWEEN YOU AND US**

- 6.1 Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process.
- 6.2 When placing an order, you agree that any and all information given is accurate and complete.
- 6.3 After you place an order on our site, you will receive an e-mail from us acknowledging that we have received your order (**Acknowledgement of Order**). However, please note that this Acknowledgement of Order does not

mean that your order has been accepted. Our acceptance of your order will take place as described in clause 6.4 below.

6.4 We will confirm our acceptance to you by sending you an email that confirms that the Products have been dispatched (**Dispatch Confirmation**). The Contract between us will be formed when we send you the Dispatch Confirmation.

6.5 If we are unable to supply you with a Product, for example because that Product is not in stock or no longer available or because of an error in the price on our site as referred to in clause 11.6, we will inform you of this by e-mail and we will not process your order. If you have already paid for the Products, we will refund you the full amount as soon as possible.

## 7. **OUR RIGHT TO VARY THESE TERMS**

7.1 We may revise these Terms from time to time in the following circumstances:

- (a) changes in how we accept payment from you;
- (b) changes in relevant laws and regulatory requirements.

7.2 Every time you order Products from us, the Terms in force at that time will apply to the Contract between you and us.

7.3 Whenever we revise these Terms in accordance with this clause 7, we will keep you informed and give you notice of this by stating that these Terms have been amended and the relevant date at the top of this page.

## 8. **YOUR CONSUMER RIGHT OF RETURN AND REFUND**

8.1 You have a legal right to cancel a Contract during the period set out below in clause 8.3. 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 a Product, you can notify us of your decision to cancel the Contract and receive a refund. Advice about your legal right to cancel the Contract is available from your local Citizens' Advice Bureau or Trading Standards office.

8.2 However, this cancellation right does not apply in the case of any made-to-measure or custom-made products.

8.3 Your legal right to cancel a Contract starts from the date of the Dispatch Confirmation, which is when the Contract between us is formed. If the Products have already been delivered to you, you have a period of 7 (seven)

working days in which you may cancel, starting from the day after the day you receive the Products. Working days means that Saturdays, Sundays or public holidays are not included in this period.

- 8.4 To cancel a Contract, please contact our Customer Services telephone line 0845 604 2084 or e-mail us at enquiries@clearancepaving.co.uk to tell us. You may wish to keep a copy of your cancellation notification for your own records. If you send us your cancellation notice by e-mail, then your cancellation is effective from the date you sent us the e-mail. If you call us to notify us of your cancellation, then your cancellation is effective from the date you telephone us.
- 8.5 If on the effective date of your cancellation, the Products have not yet been dispatched to you, you will receive a full refund of the price you paid for the Products and any applicable delivery charges you paid for.
- 8.6 If on the effective date of your cancellation, the Products have already been dispatched to you but not yet delivered, you will receive a refund of the price you paid for the Products less any applicable haulage or delivery charges incurred by us.
- 8.7 We will process the refund due to you under clauses 8.5 or 8.6 as soon as possible and, in any case, within 30 calendar days of the day on which you gave us notice of cancellation as described in clause 8.4. If you returned the Products to us because they were faulty or mis-described, please see clause 8.8.
- 8.8 If you have returned the Products to us under this clause 8 because they are faulty or mis-described, we will refund the price of a defective Product in full, any applicable delivery charges, and any reasonable costs you incur in returning the item to us.
- 8.9 We refund you on the credit card or debit card used by you to pay.
- 8.10 If the Products were delivered to you:
  - (a) you must return the Products to us as soon as reasonably practicable. If the Products require collection, we will collect the Products from the address to which they were delivered. We will contact you to arrange a suitable time for collection;
  - (b) unless the Products are faulty or not as described (in this case, see clause 8.8), you will be responsible for the cost of returning the Products to us or, where relevant, the cost of us collecting the Products from you;

- (c) you have a legal obligation to keep the Products in your possession and to take reasonable care of the Products while they are in your possession.
- 8.11 Details of your legal right to cancel and an explanation of how to exercise it are provided in the Acknowledgement of Order.
- 8.12 Products returned to us under this clause 8 must be unused and must be packaged adequately to protect from damage and allow for safe transportation. For advice on safe packaging please contact our Customer Service telephone line 0845 604 2084.
- 8.13 As a consumer, you will always have legal rights in relation to Products that are faulty or not as described. These legal rights are not affected by the returns policy in this clause 8 or these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

## 9. **DELIVERY**

- 9.1 Please note that timescales for delivery and delivery charges will vary depending on the availability of the Products and your delivery address.
- 9.2 Your order will be fulfilled by the estimated delivery date set out in the Dispatch Confirmation, unless there is an Event Outside Our Control. If we are unable to meet the estimated delivery date because of an Event Outside Our Control, we will contact you with a revised estimated delivery date.
- 9.3 All deliveries are made between 8:00 am and 5:00 pm Monday to Friday.
- 9.4 You must carefully examine the Products when delivered and if you are satisfied with the Products following your examination you must on request by the delivery driver sign a receipt slip. If you are not satisfied with the Products you must notify us immediately and in any event within 24 hours of delivery. You must allow us to inspect the Products concerned in the condition and location in which they were delivered.
- 9.5 We may deliver the Products by instalments if required due to operational reasons or due to shortage of stock. We will not charge you extra delivery costs for this. However, if you ask us to deliver the Products in instalments, we may charge you extra delivery costs. Each instalment shall constitute a separate Contract governed by these Terms. Any delay in delivery or defect in an instalment shall not entitle you to cancel any other instalment.

- 9.6 Delivery will be completed when we deliver the Products to the address you gave us.
- 9.7 If no one is available at your address to take delivery, we will leave you a note that the Products have been returned to our premises, in which case, please contact us to rearrange delivery. You will be liable to pay the charges incurred by us in relation to such re-delivery.
- 9.8 If you wish to rearrange a delivery date, we would need at least 48 hours notice otherwise additional charges may apply.
- 9.9 The Products will be your responsibility from the completion of delivery. It is your responsibility to ensure that the Products are safely stacked, stored and protected.
- 9.10 You own the Products once we have received payment in full, including all applicable delivery charges.
- 9.11 Delivery of the Products shall be made on hard roads to a hard and safe draw-in site suitable for unloading and it shall be your responsibility to ensure that delivery can be made in this manner.
- 9.12 You must provide good, firm, level and cleared ground on which to stack the Products on delivery. We are unable to leave goods on a public highway or public footpath.

**10. NO INTERNATIONAL DELIVERY**

- 10.1 Unfortunately, we do not deliver to addresses outside the UK.
- 10.2 You may place an order for Products from outside the UK, but this order must be for delivery to an address in the UK.

**11. PRICE OF PRODUCTS AND DELIVERY CHARGES**

- 11.1 Prices and delivery charges displayed on our site are valid and effective only in the UK.
- 11.2 The prices of the Products will be as quoted on our site from time to time. We take all reasonable care to ensure that the prices of Products are correct at the time when the relevant information was entered onto the system. However if we discover an error in the price of Product(s) you ordered, please see clause 11.6 for what happens in this event.

- 11.3 Prices for our Products may change from time to time, but changes will not affect any order which we have confirmed with a Dispatch Confirmation.
- 11.4 The price of a Product includes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Products in full before the change in VAT takes effect.
- 11.5 The price of a Product does not include delivery charges. Our delivery charges are as quoted on our site from time to time. To check relevant delivery charges, please refer to our site or contact our Customer Services telephone line on 0845 604 2084. For deliveries to Scotland and Wales, different delivery charges apply and you must contact us on enquiries@clearancepaving.co.uk or our Customer Services telephone line on 0845 604 2084 to place your order. These Terms will apply to any orders placed with us via email or telephone.
- 11.6 Our site contains a large number of Products. It is always possible that, despite our reasonable efforts, some of the Products on our site may be incorrectly priced. We will normally check prices as part of our dispatch procedures so that:
- (a) where the Product's correct price is less than the price stated on our site, we will refund you the difference where you have already made payment. However, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, we do not have to provide the Products to you at the incorrect (lower) price provided that we refund you any amounts already paid; and
  - (b) if the Product's correct price is higher than the price stated on our site, we will contact you as soon as possible to inform you of this error and we will give you the option of continuing to purchase the Product at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled, notify you in writing and refund you any amounts already paid.

## 12. **HOW TO PAY**

- 12.1 You can only pay for Products using a debit card or credit card. We accept the following cards: Mastercard / Visa / Visa Debit / Visa Electron / V Pay / Maestro. We also accept payment via PayPal.

12.2 Payment for the Products and all applicable delivery charges or other charges quoted on our site is in advance.

12.3 All payment charges are covered by the price of the Products quoted on our site.

**13. OUR LIABILITY TO YOU**

13.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into the Contract.

13.2 We only supply the Products for domestic and private use. You agree not to use the product for any commercial, business or re-sale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13.3 We do not in any way exclude or limit our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
- (d) any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
- (e) defective products under the Consumer Protection Act 1987.

13.4 Subject to clauses 13.1, 13.2 and 13.3, our total liability to you 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 Products.

13.5 Without affecting any legal rights that you may have as a consumer, we will not be liable for any defect in the Products arising from:

- (a) fair wear and tear after delivery;
- (b) wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party;
- (c) if you fail to use the Products in accordance with any user instructions;

- (d) any alteration or repair by you or by a third party who is not one of our authorised repairers; or
- (e) any specification provided by you.

**14. EVENTS OUTSIDE OUR CONTROL**

14.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in clause 14.2.

14.2 An **Event Outside Our Control** means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

14.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

- (a) we will contact you as soon as reasonably possible to notify you; and
- (b) our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Products to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

**15. COMMUNICATIONS BETWEEN US**

15.1 When we refer, in these Terms, to "in writing", this will include e-mail.

15.2 To cancel a Contract in accordance with your legal right to do so as set out in clause 8, please contact our Customer Services telephone line on 0845 6042 084 or e-mail us at [enquiries@clearancepaving.co.uk](mailto:enquiries@clearancepaving.co.uk). You may wish to keep a copy of your cancellation notification for your own records. If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you sent us the e-mail or posted the letter to us.

15.3 If you wish to contact us in writing for any other reason, you can send this to us by e-mail or by pre-paid post to Brett Landscaping Ltd at Sileby Road,

Barrow-upon-Soar, Loughborough LE12 8LX. You can always contact us using our Customer Services telephone line.

- 15.4 If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your order.

16. **OTHER IMPORTANT TERMS**

- 16.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms.

- 16.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

- 16.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms.

- 16.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

- 16.5 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

- 16.6 Please note that these Terms are governed by English law. This means a Contract for the purchase of Products through our site and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.