

# TERMS AND CONDITIONS

## 1. Interpretation

- In these conditions:

The 'company' refers to Tim's Tiles & Interiors Ltd

The 'goods' refers to the products and services that the company provides.

The 'customer' refers to any person or party who engages in the purchasing of goods or services from the company.

- The language used in this document is designed to be as precise and clear as possible, any queries relating to this document can be addressed with a member of staff.
- The company will not be held liable for misinterpretation of terms and conditions, it is the responsibility of the customer to ensure that they have read and understood this document in its entirety.

## 2. Terms of Sale

1. By purchasing goods from the company, customers are accepting all terms and conditions outlined in this document, any issues that a customer may have will not be eligible for dispute if they are outlined in this document.
2. Goods will only be authorized for release once payment has been made in full.
3. All sales advice given in respect to aesthetics, suitability & practicality for your project is given in good faith and is purely subjective. It is not offered as a specification and the final decision is your choice. The company will not be held liable if the customer changes their mind concerning purchased goods after a sale has taken place, regardless of whether their decision was influenced by sales advice.
4. Any calculations of quantity we provide are made using the industry standard method and with the measurements we are provided with. This is a guide to the quantity required only and may not be exact.
5. Any availability dates for ordered goods given are offered only for guidance purposes. The company cannot guarantee specific delivery dates or times and can only provide estimates based on tracking details and supplier information. It is recommended that the customer orders their goods in advance of their project in order to minimise the risk of potential delays from impacting their project.
6. It is the responsibility of the customer to check that all details relating to their order are correct and to provide the company with all relevant information relating to the environment in which the goods are intended to be used.

7. The prices of all goods are subject to change, it is recommended that the customer decides whether they will purchase the quoted goods as soon as possible in order to avoid price changes affecting their quote. The company is under no obligation to uphold any quote if the price of goods increases, in this instance the customer will be informed, the price will be altered accordingly, and a new updated quote will be provided.
8. By purchasing goods from the company, customers consent to have their personal data recorded and stored on company records and databases, this data will be handled and stored in accordance with data protection principles outlined in the *Data Protection Act 2018*. Customers reserve the right to request that their data be wiped from all records and databases.
9. The company will not tolerate abuse towards any members of staff or other customers. If behaviour is deemed to be inappropriate the company reserves the right to ask the customer to leave the premises and refuse them sale.
10. The company has a zero-tolerance policy for racism, sexism, homophobia, misogyny, or religious discrimination of any kind. The company reserves the right to ask the customer to leave the premises and refuse them sale if such behaviours are exhibited.
11. The company has a zero-tolerance policy for sexual, physical, verbal, or emotional abuse of any kind. This includes unwanted touching, invasion of personal space, making sexually suggestive comments or propositions, acting in an aggressive manner, using intimidation towards any members of staff, or making threats of any kind. Customers exhibiting any such behaviour will be asked to leave immediately and the appropriate authorities will be informed, if necessary, at the discretion of staff.
12. The company does not provide a fitting service and as such it is the responsibility of the customer to ensure that they have organised a professional fitter to install their goods.
13. The company can recommend fitters; however, the company will not be held liable for the manner of installation of the goods or for damage caused during or after fitting.

### **3. Shade Variation**

1. Every effort is made to ensure goods are supplied from the same batch. Differences between samples/showroom display and ordered goods are unavoidable and must be expected.
2. It is advised that customers should open boxes and check tiles before they are fixed, no claims or returns can be accepted once tiles have been fitted and the company will not be held liable for any cost incurred to the customer if the wrong tiles are fitted.
3. Certain tiles may be subject to “crazing”, this is not a fault but a feature of glazed ceramic firing.

### **4. Carriage Charges**

1. Certain goods are subject to a carriage charge, this charge will vary depending on which supplier the goods come from as well as the quantity ordered.
2. Carriage charges will be applied to the customer's final quote, and they will be informed of this addition before purchasing.
3. Carriage charges are moderated by suppliers and as such are non-negotiable.

## 5. Claims

1. Claims can only be made if the goods can be proven to be of inadequate quality upon delivery, the company will not accept claims for fitted tiles. For the avoidance of doubt, the company cannot consider any claims involving any used goods.
2. The company is not liable on any basis for any consequential loss or damage whether for loss of profit or revenue, loss of opportunity, distress or inconvenience or any indirect consequential loss which arise out of or in connection with the supply of the goods.
3. The company is not liable for any damages to goods that may occur after they have been handed over to the customer.
4. The company reserves the right to refer any complaint regarding adhesives, grouts, and sundries to the manufacturer for comment and advice regarding fault or misuse.
5. Damaged or missing goods must be reported within 24 hours of the customer receiving their goods, after this period any damaged or missing goods must be re-purchased at full price.
6. The company is only liable for damages incurred to purchased goods until the goods are collected or signed for upon delivery. After this, liability for the safety and upkeep of purchased goods transfers to the customer. The company will not be held liable for any damages or losses sustained once the customer has received their goods.
7. The company will endeavour to replace goods if they are damaged or missing upon arrival; however, the company cannot check each individual item and as such it is the responsibility of the customer to inform the company of any damages or missing goods [see 5.5]
8. Any issues that could inconvenience the customer which may include but is not limited to delivery delays and missing or damaged items do not automatically entitle the customer to compensation of any kind, the company will do everything in its power to ensure a positive experience for the customer with no delays or problems with goods, but this cannot be guaranteed.

## 6. Returns

1. Stock tiles and some ordered tiles may be returned, in full boxes, within 14 days of purchase for a refund with a valid receipt. Special order tiles are non-refundable.
2. Returned tiles can be subject to a restocking charge of between 25% and 50% – and may also incur a return carriage charge.
3. Any goods returned after 14 days will not be eligible for a refund, the 14 days return policy will be active from when the customer is informed the purchased goods are ready for collection [see 7.1.].

4. Returned goods must be unused and in resaleable condition or will not be eligible for return.
5. Returned samples can be authorized for a refund by any member of staff provided that the customer has a valid receipt.
6. Returned samples with no valid receipt must be authorized by a manager, it is at the manager's discretion as to whether the customer will be provided with a refund and any decision made is final.
7. Returned goods other than samples must be authorized by a manager, a refund will be provided as long as the customer has a valid receipt and their goods meet the set-out return policies [see 6.1., 6.2., 6.3. and 6.4.].
8. Returned goods may still be accepted for a refund without a valid receipt if the other terms of returns are met, this decision will be up to the discretion of a manager and any decision made is final.

## **7. Collection of Goods**

1. Customers can expect to be contacted via phone call, text message or email when their goods are ready for collection. From this point customers have 14 days to return any excess goods [see 6.3.].
2. The company is not liable for any damages caused to vehicles by purchased goods, this includes overloading suspension, or paintwork damage.
3. The company is not liable for any damages or theft sustained to vehicles in and around the store car park and customers accept that by bringing their vehicle they are liable for all damages or theft that could potentially occur.

## **8. Delivery**

1. The company can offer delivery to your chosen address subject to a delivery charge, depending on quantity and location. Goods should be checked and signed for upon delivery.
2. If goods are left at your request without being signed for, the company cannot be responsible for any loss or damage. Any discrepancies must be reported within 24 hours.
3. The cost of delivery is in addition to the price and subject to VAT.
4. The goods will be offloaded at the nearest accessible point to the delivery address at the discretion of the driver, which may be kerb side. The driver will not handle goods any further.
5. The customer must make the company aware of any access restrictions or difficulties for a large lorry. This includes but is not limited to grass or gravel paths or drives, low hanging branches, weight restrictions and ornamental structures.
6. If the delivery driver is not able to deliver goods as a result of the customer not complying with their obligations under these terms, the goods will be retained by the driver and the customer will be responsible for any re-delivery or storage charges.

## **9. General Health and Safety**

1. The company requests that all children brought into the store are supervised at all times, the company will not be held liable for any harm incurred to children on the business premises, this includes in the car park and the warehouse.
2. The company will not be held liable for any injury incurred to adults on store premises, this includes in the car park and the warehouse. It is recommended that customers use caution when navigating the store and do not attempt to lift heavy objects by themselves, assistance can be provided by a member of staff at any point.
3. The company requests that animals and pets are kept on leads and closely supervised at all times when they are brought into the shop. The company will not be held liable for any injury incurred to animals and pets on store premises, this includes in the car park and the warehouse.
4. The company requests that all customers do not enter the warehouse unless accompanied by a member of staff and are wearing the correct PPE.
5. The company has a first aid kit and will endeavour to provide aid in the instance that injury occurs on the premises; however, the company will not be held liable for any unforeseen consequences of providing such aid.
6. If the customer incurs an injury on the business premises, it is their responsibility to inform a member of staff and call 999 or 111, if necessary, if the customer is unable to call 999 or 111 then a member of staff will call on behalf of the customer.
7. Customers must not enter areas which are clearly marked as staff only without verbal permission, this includes the fire escape and the barn, with the exception being in the event of an emergency. The company will not be held liable for any injury incurred to customers while they have entered these areas without permission.
8. No terms included in this document are intended to limit the rights of the customer under statute, as such the company will only accept liability for injury if it is deemed to be caused as a direct result of negligence on behalf of the company. Freestanding tile displays that may cause injury are not an example of negligence, only violations of health and safety regulations such as exposed electrical wiring are grounds for the company to accept liability.

## 10. Fire Safety

1. In the event of a fire customers will be directed by members of staff towards the nearest fire exit.
2. Customers must follow staff to the established fire assembly point A.
3. The company will not be held liable for any damage to goods or personal property incurred in the event of a fire.
4. Customers must not try to fight the fire regardless of size, customers must immediately evacuate the building and convene at the outlined fire assembly point [see 10.2.].
5. A member of staff will attempt to call the emergency services, if they are unable to do so, customers may be requested to call emergency

services themselves or provide their telephone for a member of staff to call.