

Coping Stones UK Ltd – Terms and Conditions

These Terms and Conditions are the standard terms which apply to the provision of all Services by us, Coping Stones UK Ltd, a company registered in England and Wales under number 09506858, whose registered office address is at Parkdene, Wilton Road, Melton Mowbray, England, LE13 0UJ ("the Company").

1. Definitions and Interpretation:

In these Terms and Conditions, unless the context otherwise requires, the following terms have the following meanings:

"Consumer" means a consumer as defined by the Consumer Rights Act 2015;

"Contract" means the contract into which you and we will enter if you purchase Goods via our Website, phone or email. The Contract will incorporate, and be subject to, these Terms and Conditions;

"Customer" means you, the party accepting our quotation or placing an order with us;

"Goods" means the Goods which are to be supplied by us to you as specified in your Order (and confirmed in our Order Confirmation);

"Order" means your order for Goods;

"Website" means <https://www.copingstonesuk.co.uk/>

Each reference in these Terms and Conditions to:

1.1.1. "we", "us" and "our" means the Company and includes all our employees, agents and sub-contractors;

1.1.2. "you" and "your" means the Customer;

1.1.3. "writing" and "written" includes emails and text messages;

1.1.4. a statute or provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time; and

1.1.5. "these Terms and Conditions" is a reference to these Terms and Conditions.

1.2. The headings used in these Terms and Conditions are for convenience only and do not affect their interpretation.

1.3. Words signifying the singular number will include the plural and vice versa. References to any gender will include the other gender. References to persons includes corporations.

2. The Contract

2.1. These Terms and Conditions govern the sale of all Goods by us and will form the basis of the Contract between you and us. If you wish to place an Order with us, our Website will guide you through the ordering process. Orders can also be placed by phone call or email. When ordering on our website:

2.2. Before submitting your Order to us, you will be given the opportunity to review and amend it. Please ensure that you have checked your Order and that you have read these Terms and Conditions carefully before submitting it, ticking the box to say 'I have read and understood the terms & conditions' and making payment. If you are unsure about any part of these Terms and Conditions, please ask us for clarification.

2.3. No part of our Website constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that we may, at our sole discretion, accept.

When ordering via phone or email:

2.4. We will send to you an invoice for your Order along with the Terms and Conditions. If you are unsure about any part of these Terms and Conditions, please ask us for clarification.

2.5. We then send an Order confirmation to you by email; Order Confirmations will be provided in writing and will contain the following information:

2.5.1. Confirmation of the Goods ordered with fully itemised pricing including, where appropriate, taxes, delivery (where applicable) and other additional charges;

2.5.2. An invoice number to be used in any future correspondence

2.5.3. Our identity and contact details;

2.5.4. The delivery date(s) and estimated time(s), where applicable.

2.6. Once the manufacturer or supplier have received confirmation of the order, they will contact you to confirm delivery.

2.7. Our acceptance is indicated by us sending you a Delivery Confirmation by email. Only once we have sent you a Delivery Confirmation will there be a legally binding Contract between you and us.

2.8. It is your responsibility to provide the correct email address upon placing an order. We cannot take responsibility for the non-delivery of a confirmation or dispatch email should you email address be incorrect.

2.9. If we, for any reason, do not accept or cannot fulfil your Order, and we have taken payment, any such sums will be refunded to you as soon as possible (in any event, within 14 days).

2.10. Once your Order has been accepted as detailed in clause 2.5, it is your responsibility to notify us of any incorrect details.

2.11. Should you wish to change your Order you must contact us as soon as possible to notify us of the change or incorrect details. If it is possible to change we will accommodate and inform you of any price change. Due to the nature of the Goods, and where the changes

cannot be accommodated you will remain liable to pay all sums due under the Contract.

3. Description and Specification of Goods

3.1. We are the manufacturer of all of the Goods sold and we have made every reasonable effort to ensure that the Goods conform to the photographs and descriptions provided in our sales and marketing literature and on our Website. We cannot, however, guarantee that all photographs and descriptions will be precisely accurate because our Goods can vary in weight, capacities, dimensions and measurements.

3.2. We cannot be responsible for any errors arising from incorrect information supplied by you or a third party (such as an Architect or builder appointed by you) and you are responsible for ensuring that these measurements are correct;

3.3. Any moulds created or used by us to make a Bespoke Product shall remain the property of Coping Stones and we will only keep moulds for a period of 3 months from date of delivery and after which time they will be destroyed. On request, we can store a bespoke mould subject to a storage charge. Please contact us for more information.

3.4. If the Goods are not available for any reason, the provisions of clause 2.9 will apply.

4. Price and Payment

4.1. The price of the Goods will be that shown on our Website at the time of your Order. Our prices may change at any time but these changes will not affect any Orders that we have already accepted.

4.2. All Goods are priced in pounds sterling (£GBP) and may exclude delivery charges which will be applied at checkout before you complete your order.

4.3. We have made every reasonable effort to ensure that our prices, as shown in our current sales and marketing literature and on our Website are correct. If we find, or are made aware of, any typographical, clerical or other accidental errors or omissions in our sales and marketing literature or on our Website, we will make every reasonable effort to correct such errors or omissions as soon as is reasonably possible.

4.4. If there is an obvious pricing error on our Website or invoice, we will be under no obligation to provide the Goods to you at the incorrect (lower) price, even after we have sent you an Order Confirmation, if the price error is unmistakable and could have reasonably been recognised by you as a mispricing. Prices will be checked when we process your Order.

4.5. All prices are inclusive of VAT. If the rate of VAT changes between the date of your Order and the date of your payment, we will adjust the rate of VAT that you must pay. Changes in VAT will not affect any prices where we have already received payment in full from you.

4.6. All payments made via the Website will go through a secure payment gateway. We accept Visa Credit, Visa Debt, American Express, MasterCard and PayPal. No credit or debit card information is provided to us and completion of the transaction will be subject to you agreeing to the secure payment gateways terms and conditions. A separate contractual relationship is created between you and them and we cannot be held liable for any errors, actions, omissions or incorrect charges that may be made by them.

4.7. We do not accept liability if delivery of Goods is delayed because you have provided us with incorrect payment details.

4.8. If it is not possible to obtain payment for the Goods using the payment details you have provide, your order will be rejected.

5. Delivery

5.1. Once the Order has been placed, your delivery lead times will be in accordance with the information supplied in the Order Confirmation.

5.2. Goods may be delivered on separate instalments on separate days depending on your Order

5.3. If you are not happy with your delivery date provided then please contact before the day to make alternative arrangements, failure to give at least 48 hours' notice may result in delivery costs being charged to you in full.

5.4. Should your Order not arrive by the estimated delivery date, you should contact us as soon as possible so we can investigate.

5.5. It is your responsibility to provide us with full and correct delivery address details and ensure the Goods can be left kerbside. If the Goods cannot be delivered due to an incorrect or incomplete address or there are access problems, you will be charged the full delivery cost to re-deliver your order to a corrected address and any reasonable additional costs for the cost of the re-delivery.

5.6. Before the delivery of the Goods, please ensure that there is sufficient access and space. If delivery cannot take place and the driver does not feel that it is safe or possible to do so, you will be charged the full delivery cost and the contract may be treated as cancelled.

5.7. If no one is available at your delivery address to receive the Goods and the Goods cannot be left in a safe place nominated by you, we will leave a delivery note explaining how to rearrange delivery.

- 5.8. If you do not rearrange delivery within 14 calendar days, the supplier will contact you to ask you how you wish to proceed. We may also bill you for any reasonable additional costs that are incurred. Bespoke Goods cannot be treated as cancelled and may incur additional costs should delivery not be rearranged.
- 5.9. Delivery will be deemed to have taken place when the Goods have been delivered to the delivery address indicated in your Order and you (or someone identified by you) have taken physical possession of the Goods.

6. Faulty, Damaged or Incorrect Goods

- 6.1. By law, we must provide goods that are of satisfactory quality, fit for purpose and as described at the time of purchase. If any Goods you have purchased do not comply and, for example, have faults or are damaged when you receive them, or if you receive incorrect Goods, please contact us within 24 hours to inform us of the fault, damage or error. If there is obvious damage to the Goods, ensure you leave it as it is seen and do not cut any off the packaging.
- 6.2. Please note that you will not be eligible to claim under this clause 6 if we informed you of the fault(s), damage or other problems with the Goods before you purchased them (and it is because of the same issue that you now wish to return them); if the Goods are subject to adverse weather, and if you have not contacted us within 24 hours of delivery.
- 6.3. We will however ensure that the Goods packaging are of satisfactory quality before shipping to you, unless otherwise stated. Any damage made to packaging during the delivery process is unforeseeable and is out of our reasonable control.
- 6.4. To return Goods to us for any reason under this clause 6, please contact us to arrange for the return. We will be fully responsible for the costs of returning Goods under this clause 6 and will reimburse you where appropriate.
- 6.5. Refunds under this clause 6 will be issued within 14 calendar days of the day on which we agree that you are entitled to the refund.
- 6.6. Any and all refunds issued under this clause 6 will include all delivery costs paid by you when the Goods were originally purchased and will be made using the same payment method that you used when ordering the Goods, unless you specifically request that we use a different method.
- 6.7. We will not accept liability for any marked goods where the order has been left in its packaging for a lengthy period of time. You will be notified at dispatch stage to remove the products from the packaging in order for the concrete to breathe. Failure to do this can result in unsightly marks on the Goods caused by the bearers that separate the products

7. Cooling Off Period (Consumers Only)

- 7.1. If you are a Consumer in the European Union, you have a legal right to a "cooling-off" period within which you can cancel the Contract for any reason for any Goods not considered to be bespoke.
- 7.2. If you wish to exercise your right to cancel the Contract within the cooling off period, you should inform us immediately by a clear statement in writing.
- 7.3. As the Goods are made to order we can only cancel your Order should the Goods have not started the manufacturing process.
- 7.4. Cancellation by email is effective from the date on which you send us your message. Please note that the cooling-off period lasts for 14 whole calendar days. If, for example, you send us an email by 23:59:59 on the final day of the cooling-off period, your cancellation will be valid and accepted.
- 7.5. If you cancel within this period and the manufacture ring process has not started, you will receive a full refund of any amount paid to us under the Contract. We will refund money within 14 days after the cancellation.
- 7.6. Refunds under this clause 7 will be made using the same payment method that you used when ordering the Goods.

- 8. Complaints:** We welcome feedback from our customers and, while we always use all reasonable endeavours to ensure that your experience as a customer of ours is a positive one, we nevertheless want to hear from you if you have any cause for complaint. Abusive behaviour shall not be tolerated and please make any complaint to us in writing.

- 9. Events Outside of Our Control (Force Majeure):** We will not be liable for any failure or delay in performing our obligations under these Terms and Conditions where the failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: adverse weather, power failure, strikes or other industrial action by third parties, acts of terrorism or war, or any other event that is beyond our reasonable control.

10. Liability

- 10.1. Subject to this clause 11, we will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms and Conditions or as a result of our negligence. Loss or

damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by you and us when the Contract is entered into. We will not be responsible for any loss or damage that is not foreseeable.

- 10.2. We accept no liability in respect of the following:

- 10.2.1. loss or damage due to causes beyond our control including, but not limited to, accident, storm, flood, neglect, misuse, faults or premature deterioration which results from your failure to comply with our instructions;
- 10.2.2. loss or damage arising from the original installation of Goods, including damage to our works attributable to the failure of foundations, the base or structure, or any other works, where these have not been carried out by us;
- 10.2.3. Deliberate or accidental damage and/or misuse of the Goods;
- 10.2.4. damage or deterioration arising out of normal wear and tear.
- 10.3. Nothing in these Terms and Conditions is intended to or will limit or exclude our liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation.
- 10.4. We will maintain suitable and valid insurance, including public liability insurance. Details are available on request.
- 10.5. We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 10.6. Nothing in these Terms and Conditions is intended to or will limit your legal rights as a Consumer under any consumer protection legislation, where applicable. For more details of your legal rights, please refer to your local Citizens' Advice Bureau or Trading Standards Office.

- 11. Data Protection:** All personal information that we may collect will be collected, used and held in accordance with the provisions of the Data Protection Act 2018, the General Data Protection Regulations 2016 and any amendments thereto. We will not pass on your personal information to any other third parties without first obtaining your express permission unless we have a lawful basis for doing so.

12. Other Important Terms

- 12.1. The Contract is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of the Contract.
- 12.2. If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract or these Terms and Conditions and the remainder of the provision in question will not be affected.

13. Law and Jurisdiction

- 13.1. These Terms and Conditions and the relationship between you and us (whether contractual or otherwise) will be governed by, and construed in accordance with, the laws of England and Wales.
- 13.2. Any dispute, controversy, proceedings or claim between you and us relating to the Contract or these Terms and Conditions (whether contractual or otherwise) will be subject to the jurisdiction of the courts of England and Wales.