

# MARKSTONE GRANITE

## Terms and Conditions for the Sale of Goods.

These terms and conditions form the basis on which you can visit us and our website. Please read them carefully as they contain important information.

### **1. Definitions**

<b>Buyer</b>	the person who buys or agrees to buy the goods from the Seller.
<b>Conditions</b>	the terms and conditions of sale as set out in this document and any special terms and conditions agreed in writing by the Seller.
<b>Goods</b>	the articles which the Buyer agrees to buy from the Seller.
<b>Price</b>	the price for the Goods, excluding VAT and any carriage, packaging and insurance costs.
<b>Seller</b>	means <i>Markstone Granite of Lifton, Devon PL16 0HD.</i>

### **2. General terms and conditions**

2.1 This site is owned and operated by Markstone Granite of Lifton Devon PL16 0HD. If you have any queries about these terms and conditions or if you have any comments or complaints on or about our website, you can contact us at: [enquire@markstonegranite.co.uk](mailto:enquire@markstonegranite.co.uk) or 01566 784289.

2.2 All orders for products and services are accepted by the Seller subject to these terms and conditions of sale. No other terms will apply to the supply of products and/or services by the Seller unless agreed in writing by an authorised signatory of the Seller.

2.3 All descriptions of the products and services offered by the Seller, including those in their brochure, their website or otherwise communicated to the customer are approximate only and shall not form any part of the contract between the Seller and the Buyer. The Seller may correct any errors in its promotional material or website without liability to the customer. The advertising of products and services in the Sellers brochure or website merely constitutes an invitation by the Seller for the customer to make an offer to purchase products and services. Any images provided by the Seller are for illustrative purposes only, the actual product you receive may differ from the image seen.

2.4 Please contact the Seller for up to date prices and stock availability. Prices in our brochure and on this website are just a guide and are subject to change as market prices fluctuate.

2.5 All orders are subject to acceptance and to availability of the goods ordered. The Seller reserves the right to decline to trade with any company or person. In addition, the Seller may decline to accept any order, whether or not payment has been received, by giving notice of non-acceptance to the Customer by telephone or mail or electronic mail within a reasonable period of receipt by the Seller of the order.

2.6 All of the Sellers natural products are completely natural. The appearance of the product is variable and dependent on natural conditions. The Seller can make no guarantee as to the precise colours, markings or texture of any particular piece. These features of the product may vary and each piece may have different variations in these features on it, as there will be in any naturally occurring material. However, the Seller will make every effort to satisfy particular customer requirements with regards to colouring, markings and texture of finish, if these are made clear at the time of ordering. The Seller recommends that customers visit their premises and personally inspect their product range prior to ordering.

2.7 With the exception of the Seller's account holders. they must receive payment of the whole of the price for the goods that the Buyer orders before your order can be accepted. Payment of the price for the goods represents an offer on the Buyer's part to purchase the goods, which will be accepted by the Seller when they place the order. At this point a legally binding contract created between the Seller and the Buyer.

2.8 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods from the Seller pursuant to these Conditions. Acceptance of delivery of the Goods shall be deemed to be conclusive evidence of the Buyer's acceptance of these conditions.

2.8.1 These Conditions may not be varied except by the written agreement of the Seller.

2.9 These Conditions represent the whole of the agreement between the Seller and the Buyer.

### **3. Availability and the Ordering of bespoke goods**

3.1 All orders are subject to acceptance and availability. If the goods the Buyer has ordered are not available from stock, the Seller will contact the Buyer by e-mail or phone (if details have been given). The Buyer will have the option either to wait until the item is available from stock or to cancel their order.

3.2 If the Buyer places an order with specific measurements which are not stock items, the Seller will discuss with the Buyer the timescale of the order. The Buyer will be required to pay a non-refundable deposit of 50% at the time of ordering. The Seller will advise an estimated timescale for the order, but cannot accept any liability for the length of time the goods take when it is out of their control.

### **4. Ordering errors**

4.1 The Buyer is able to correct errors on their order up to the point when goods are despatched from the Seller's yard, unless, the order requires products being cut or prepared, once cutting has commenced no changes can be accepted to the order without additional charges being incurred.

### **5. Price**

5.1 The prices payable for goods the Buyer orders, are as set out on the Seller's confirmation of order. The price is exclusive of VAT which shall be due at the rate in force on the date of the Seller's invoice.

5.2 Where it is not possible to accept the Buyer's order to buy goods of the specification and description at the price indicated, the Seller will advise the Buyer by email or phone, and offer to sell the Buyer the goods of the specification and description at the price stated and will state the period for which the offer or the price remains valid.

5.3 The Seller reserves the right to modify the price from time to time.

### **6. Payment Terms and Interest**

6.1 Payment of the Price and VAT shall be due upon receipt of the Buyer's order. With the exception of the Seller's account holders.

6.1.1 Account holders payment terms are 30 days from the end of the month in which the Seller's invoice was raised.

6.2 Interest on overdue invoices shall accrue from the date when payment becomes due, calculated on a daily basis until the date of payment at the rate of 8% per annum above the Bank of England base rate from time to time in force. Such interest shall accrue after as well as before any judgment.

6.3 The Buyer shall pay all accounts in full and not exercise any rights of set-off or counter-claim against invoices submitted by the Seller.

6.4 If it is not possible to obtain full payment for the goods from the Buyer, then the Seller can refuse to process the order and/or suspend any further deliveries to the Buyer. This does not affect any other rights the Seller may have. Goods will not start to be processed and despatched until full payment has been made by the Buyer.

## **Payment Options**

### **Cash**

#### **Bank Transfer:**

Lloyds Banks  
Sort Code: 30-94-91  
Account No. 00966018

**By Debit or Credit Card.** If you qualify for a trade discount, a 2% surcharge will apply for payment by credit card.

## **7. Delivery charges**

7.1 Delivery charges vary according to the type of goods ordered, the delivery address and delivery timescale.

## **8. Delivery**

8.1 Delivery charges will be agreed before ordering and will be on the Seller's invoice. The Buyer will be required to pay extra for delivery and it might not be possible for the Seller to deliver to some locations.

8.2 Please note that the Seller can only deliver to addresses within the United Kingdom, the Seller can usually deliver to the Isle of Wight, the Isle of Man, the Scottish Isles, parts of Scotland, Northern Ireland and the Channel Isles. But please contact the Seller, as they will require confirmation from their delivery company, that they are able to deliver to your address. Access to the delivery site determines the type of vehicle that can be used and the Seller requires notification of any conditions (sharp bends, weak bridges, narrow roads etc.) that would restrict access by a large vehicle (13metres long and 17 tonnes). It is the responsibility of the Buyer to advise the Seller of access difficulties at the time of placing the order; any additional charges will be payable by the Buyer.

8.3 The Seller will deliver the goods to the address the Buyer specifies for delivery of their order. It is important that this address is accurate. The Buyer must ensure that there is someone on site to accept the delivery and inspect the goods, undelivered goods will be returned to the nearest depot and it will become the Buyers responsibility to arrange (and pay for) further delivery attempts. If no one is present at the time of delivery and the goods are left at the address the Seller cannot accept any liability for any loss or damage to the goods. The Seller also cannot accept any liability for any loss or damage to the goods once they have been delivered in accordance with the Buyer's delivery instructions (unless this is caused by the Seller's negligence). The Seller will aim to get the goods delivered on the date quoted, but delivery days and times are not guaranteed if the delivery is undertaken by an outside company, which they have no control over. So therefore time is not of the essence. In any event, the Seller will aim to deliver the Buyer's goods within 30 days from the day after the day the Seller receives the order. If delivery is delayed beyond this time, the Seller will contact the Buyer and either agree a mutually acceptable alternative date, or offer the Buyer a full refund.

**8.4 If delivery is undertaken by an outside pallet company:** This is a 'kerbside' delivery service i.e. the goods will only be delivered to the nearest safest point to the delivery address; the driver is prohibited from moving the goods further. The goods are crated or palletized before leaving our premises and secured for transport, please take care when loosening fastenings in case the goods move. These goods can be very heavy and bulky so make sure that personnel involved in moving them are aware of the safe and correct methods of lifting and handling.

8.4.1 Upon delivery of the goods, the Buyer (or their representative) will be asked to sign a Proof of Delivery to acknowledge safe receipt. It is the responsibility of the Buyer (or representative) to ensure that the products and quantities delivered corresponds with the numbers stated on the invoice. Where a discrepancy occurs or where there is evident damage to the packaging and the goods, this should be noted on the Proof of Delivery. The Seller shall not be liable for discrepancies or damage evident on delivery where the Buyer accepts delivery and signs the Proof of Delivery without amendment. Photographic evidence of all damage will be required for insurance purposes.

**8.5 If the delivery is undertaken by the Seller:** The Seller will make every effort to offload the Goods, within reason and depending on access, to where the Buyer would like the delivery offloaded. Help maybe required from the Buyer to offload the goods. The Seller cannot accept any liability if there is any damage to the goods which the Buyer has caused whilst helping offload the goods. The Seller cannot accept any liability for any injuries which may occur to the Buyer/Helper whilst

helping to offload the goods. The Buyer/Helper agrees to help throughout the whole delivery at their own risk.

8.5.1 If help with offloading has been arranged and the Seller arrives at the delivery address but the Buyer or his/her representative is not on site to help offload the goods at the arranged time, the Goods may be returned to the Seller's yard. It will become the Buyer's responsibility to arrange (and pay for) further delivery attempts.

## **9. Acceptance of the Goods**

9.1 The Buyer shall be deemed to have accepted the Goods 48 hours after delivery to the Buyer.

9.2 The Buyer will become the owner of the goods they have ordered when they have been delivered to them. Once goods have been delivered to the Buyer they will be held at their own risk and the Seller will not be liable for their loss or destruction.

9.3 The Buyer shall carry out a thorough inspection of the Goods within 48 hours of delivery. Any shortages/Defects/Queries with the goods delivered should be notified to the Seller's office within this 48 hours. Followed by a written notification to the Seller within 5 working days of delivery of the goods, of any shortages/defects which a reasonable examination would have revealed.

9.4 Where the Buyer has accepted, or has been deemed to have accepted, the Goods the Buyer shall not be entitled to reject Goods which are not in accordance with the contract.

## **10. Risk and ownership**

10.1 Risk and ownership shall pass on collection of the Goods from the Seller's yard or on delivery of the Goods to the Buyer's address. If the Buyer chooses to use their own courier then the risk and ownership passes to the Buyer as soon as the goods are handed to their courier.

10.2 Notwithstanding the earlier passing of risk, title in the Goods shall remain with the Seller and shall not pass to the Buyer until the amount due under the invoice for them (including interest and costs) has been paid in full.

10.3 Until title passes the Seller shall hold the Goods as bailee for the Buyer and shall store or mark them so that they can at all times be identified as the property of the Buyer.

10.4 The Seller may at any time before title passes and without any liability to the Buyer:

9.4.1 repossess and dismantle and use or sell all or any of the Goods and by doing so terminate the Buyer's right to use, sell or otherwise deal in them; and

9.4.2 for that purpose (or determining what if any Goods are held by the Buyer and inspecting them) enter any premises of or occupied by the Buyer.

10.5 The Seller may maintain an action for the price of any Goods notwithstanding that title in them has not passed to the Buyer.

10.6 Any Goods not delivered to the Buyer or not collected by the Buyer may remain on site at the Seller's premises with the permission of the Seller.

10.6.1 The Seller may make a charge to the Buyer for storage of the Goods, this will be a price agreed between the Seller and the Buyer at the time the agreement. Extension of the agreed duration of storage will result in extra charges to the Buyer.

10.6.2 It is the responsibility of the Buyer to arrange delivery or collection within 6 months of the date of purchase of the Goods. If no communication from the Buyer is made to the Seller after this time, the Goods will revert back to being owned by the Seller with no refund to the Buyer.

## **11. Cancellation rights and Returns of Goods.**

11.1 Under ***The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 SI 2013/3134*** the Buyer has the legal right to cancel their order up to 14 calendar days after the day on which the Buyer receives the goods (with the exception of any made to order items). The Buyer does not need to give The Seller any reason for cancelling the contract nor will they have to pay any penalty.

11.2 Should the Buyer wish to cancel their order, they can use the cancellation form provided at the end of these terms and

conditions, or alternatively they can notify us in writing by any durable medium (for example letter sent by post or e-mail).

11.3 Stock items may be cancelled and returned to the Seller within 30 days of purchase, accompanied by a receipt from the Buyer.

11.4 The Buyer cannot cancel their contract and return the goods if what they have ordered is bespoke (i.e. made to order, cut to order).

11.5 If the Buyer has received the goods before they cancel their contract then they must send the goods back to the Seller's contact address, in a sale-able condition, at their own cost and risk. If the Buyer cancels their contract but the Seller has already processed the goods for delivery, the Buyer should not unpack the goods when they are received and they must send the goods back to the Seller at their contact address at the Buyer's own cost and risk as soon as possible.

11.6 Once the Buyer has notified us that they are cancelling their contract, and the Seller has received the goods back, the Seller will refund the sum of the goods only. The Seller cannot refund any delivery costs charged if the goods were delivered to the Buyer. The refund will be debited by the Seller from your original method of payment within 14 calendar days.

11.6 A handling or restocking charge may be deducted from any refund allowed by the Seller where it is established that the reason for the return of the Goods was not due to any error or fault on the part of the Seller.

11.7 If the Buyer sends/brings back part quantity of the original order and the Seller deems the Buyer has picked through the best quality goods and sent/ brought back a quantity of the lesser goods, the Seller has the right to refuse a refund for the full amount the Buyer paid for the goods and will agree with the Buyer a reasonable price for the goods which have been returned.

## **12. Cancellation by us**

12.1 The Seller reserves the right not to process an order if:

12.1.1 They have insufficient stock to deliver the goods ordered;

12.1.2 They do not deliver to your area; or

12.1.3 One or more of the goods you ordered was listed at an incorrect price due to a typographical error or an error in the pricing information received by the Seller from their suppliers.

12.2 If the Seller does not process the Buyer's order for the above reasons, they will notify the Buyer by e-mail or phone and will re-credit the Buyer's account any sum deducted by them from The Buyer's credit/debit card or bank account as soon as possible, but in any event within 14 days.

## **13. Liability**

13.1 Unless agreed otherwise (due to special/bespoke order), if the Buyer does not receive goods ordered by them within 30 days of the date on which they ordered them and decide to cancel the order rather than re-arrange delivery (in accordance with clause 11), the Seller will provide the Buyer with a full refund.

13.2 The Seller is only responsible for losses that are a natural, foreseeable consequence of their breach of these terms and conditions. The Seller does not accept liability if they are prevented or delayed from complying with their obligations set out in these terms and conditions by anything the Buyer (or anyone acting with the Buyer's express or implied authority) does or fails to do, or is due to events which are beyond their reasonable control.

13.3 Furthermore, they do not accept liability for any losses related to any business of the Buyer's including but not limited to: lost data, lost profits, lost revenues or business interruption.

13.4 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. You have certain rights as a consumer including legal rights (e.g. under the Sale of Goods Act 1979 (as amended)) relating to faulty and/or misdescribed goods.

## **14. Errors and Omissions**

14.1 The Seller makes every effort to ensure that all prices and descriptions quoted in its literature and on its website are correct and accurate. In the case of a manifest error or omission, the Seller will be entitled to rescind the contract, notwithstanding that it has already accepted the Buyer's order and/or received payment from the Buyer. The Seller's liability in that event will be limited to the return of any money the Buyer has paid in respect of the order. In the case of a manifest error in relation to price, the Buyer will be entitled to purchase the goods by paying the difference between the quoted price and the correct price, as confirmed in writing by the Seller after the manifest error has been discovered.

14.2 A 'manifest error', as the term is used in sub-paragraph (1) above, means, in relation to an incorrect price, a price quoted in error by the Seller which is more than 10% less than the price that would have been quoted had the mistake not been made.

## **15. Ownership of rights**

All rights, including copyright, in this website are owned by or licensed to Markstone Granite. Any use of this website or its contents, including copying or storing it or them in whole or part, other than for your own personal, non-commercial use, is prohibited without our permission. You may not modify, distribute or repost anything on this website for any purpose.

## **16. Accuracy of content**

We have taken care in the preparation of the content of this website and in our promotional literature, in particular to ensure that prices quoted are correct at the time of publishing and that all goods have been described accurately. However, orders will only be processed if there are no material errors in the description of the goods or their prices as advertised. Any weights, dimensions and capacities given about the goods are approximate only.

## **17. Damage to your computer**

We try to ensure that this website is free from viruses or defects. However, we cannot guarantee that your use of this website or any websites accessible through it will not cause damage to your computer. It is your responsibility to ensure that the right equipment is available to use the website. Except in the case of negligence on our part, we will not be liable to any person for any loss or damage which may arise to computer equipment as a result of using this website.

## **18. Changes to legal notices**

We (Markstone Granite) reserve the right to change these terms and conditions from time to time and you should look through them as often as possible.

## **19. Law, jurisdiction and language**

This website, any content contained therein and any contract brought into being as a result of usage of this website are governed by and construed in accordance with English law. Parties to any such contract agree to submit to the exclusive jurisdiction of the courts of England and Wales. All contracts are concluded in English.

## **20. 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.

## **21. Privacy**

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

## **22. Third party rights**

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

**CANCELLATION FORM**

To:

**Markstone Granite, Lifton, Devon PL16 0HD, email: [enquire@markstonegranite.co.uk](mailto:enquire@markstonegranite.co.uk)**

I/We\* hereby give you notice that I/We\* cancel my/our\* contract for the sale of the following goods\*/for the supply of the following service\*:

Ordered on\*/Received on\*: .....

Name of consumer(s): .....

Address of consumer(s): .....

.....

Signature of consumer(s): ..... *(only if this form is notified on paper)*

Date: .....

*\*Delete as appropriate*

**Once we receive this form from you we will advise you on how to proceed with the cancellation/return of your order.**