

## 1. Information

J.T. Pickfords Limited are registered in England and Wales under company number 06166870, with our registered office and main trading address at Vander House, Starnhill Close, Ecclesfield, Sheffield, South Yorkshire S35 9TG.

## 2. Your Status

By placing an order with us, you warrant that:

- You are legally capable of entering into binding contracts; and
- You are a resident in the UK; and
- You are accessing our site from the UK.

## 3. How the contract is formed between us and you

3.1 After placing an order, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy a Product. All orders are subject to acceptance by us. The contract between us (Contract) will only be formed when we dispatch your items.

3.2 The Contract will relate only to those Products we dispatch to you or you collect. We will not be obliged to supply any other Products which may have been part of your order until those Products become available to us for dispatch.

## 4. Your Rights

4.1 If you are contracting as a consumer, then subject to clause 4.3, you may cancel a Contract at any time within thirty days, beginning on the day after you received the Products. In this case, and in accordance with our returns policy (set out in clauses 9 & 10) you will receive a full refund of the price paid for the Products including the outbound delivery costs (cheapest delivery method), but you will be responsible for the cost of returning the Products to us.

4.2 To cancel a Contract, you must inform us in writing. You must also return the Products to us immediately, in the same condition in which you received them, and at your own cost and risk. You have a legal obligation to take reasonable care of the Products while they are in your possession. If you fail to comply with this obligation, we may have a right of action against you for compensation.

4.3 You will not have any right to cancel a Contract for the supply of any Products:

- i) that have been custom made to suit your specifications; or
- ii) which by reason of their nature cannot be returned.

4.4 If you have placed an order through one of our showrooms or collection counters you may only cancel this order up to 30 days before the start of the Contract.

## 5. Availability and Delivery

5.1 Your order will be fulfilled by the delivery date set out in the Dispatch Confirmation or, if no delivery date is specified, then within 30 days of the date of the Dispatch Confirmation, unless there are exceptional circumstances.

5.2 For palletised deliveries, the goods will be delivered as close as possible to your front door. If this location is unreachable for any reason, such as being located on a narrow street, up a flight of stairs (such as flats), or due to any other obstruction, delivery will be made to as near to your property as possible.

5.3 For palletised deliveries, the driver is NOT insured to take the goods inside your property. The pallet will be delivered to a location as stated in clause 5.2, and it is strongly recommended that at least 2 able bodied persons are available to receive the delivery and carry the goods inside.

5.4 Once your delivery is confirmed, if you do not wish to proceed with the planned delivery, you must notify us by no later than 48 hours prior to the planned delivery. Failure to notify us by this time will result in a redelivery charge being applied..

## 6. Risk and Title

6.1 The Products will be at your risk from the time of delivery.

6.2 Ownership of the Products will only pass to you when we receive full payment of all sums due in respect of the Products, including delivery charges.

## 7. Price and Payment

7.1 The price of any Products will be as quoted on our website from time to time, except in cases of obvious error.

7.2 These prices include VAT but exclude delivery costs, which will be added to the total amount due. 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 place.

7.3 Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you an Order Confirmation.

7.4 Our showrooms and website contains a large number of Products and it is always possible that, despite our best efforts, some of the Products listed in our showrooms or on our website may be incorrectly priced. Where a Product's correct price is less than our stated price, we will charge the lower amount when dispatching the Product to you. If a Product's correct price is higher than the price stated on our site, we will either contact you for instructions before dispatching the Product, or reject your order and notify you of such rejection.

7.5 If the pricing error is obvious and unmistakable and could have reasonably been recognised by you as an error, we do not have to provide the Products to you at the incorrect (lower) price.

7.6 Price Promise Any references made to 'Price Promise' or similar price match promotions require the following criteria to be met for the claim to be valid:

1. The product(s) in question offered at the lower price MUST be identical to ours.
2. The product(s) MUST be in stock at the alternative supplier.
3. The product(s) MUST be freely available for collection or delivery.
4. The total price includes any shipping charges.

## 8. Quality Control

8.1 Before any of our products are loaded onto our delivery vehicles and leave our premises to be delivered to you, we undertake a quality control check which consists of a visual examination of the Product.

8.2 In the unlikely event that you or your servant or agent (including plumber or other installer) discover a defect upon taking delivery of a Product, then notwithstanding your rights under clause 9.1b, we require that you notify us as soon as possible, and in any event no later than 7 days of the date of delivery (or such longer period as we may, in our absolute discretion, otherwise agree to), and before any installation work is undertaken. We will then deal with the Product in accordance with our returns policy for defective products under clause 9.1b.

## 9. Our Returns Policy

9.1 Returns will be accepted in the following circumstances;

(a) For Products returned within the thirty-day cooling-off period referred to in clause 4, we will process the refund due to you as soon as possible and, in any case, within 30 days of the day you have given notice of your cancellation.

The Products must be returned within the following guidelines:

1. The item(s) have not been installed
2. The item(s) are still in their original packaging
3. The item(s) are returned as new

In this case, we will refund the price of the Product in full but you will be responsible for the cost of returning the item to us and if you return it at our expense we are entitled to charge you such expense, which shall be a maximum of the charge payable by us for the service.

(b) For defective products we will examine the returned Product. Products returned within the thirty-day cooling-off period by you because of a defect not caused by you or your servant or agent (including plumber or other installer) will be refunded in full, including a refund of the delivery charges for sending the item to you and the cost incurred by you in returning the item to us. If, after examination, we find the returned Product to be defective due to a defect not caused by you or your servant or agent (including plumber or other installer) we will notify you in relation to your refund within a reasonable period of time. We will usually process any refund due to you as soon as possible and, in any case, within 30 days of the day we confirmed to you that you were entitled to a refund for the defective Product. We will usually refund any money received from you using the same method originally used by you to pay for your purchase. When a payment has been made in cash, occasionally the refund may be issued using an alternative method i.e. cheque, bank transfer. If upon return, the defective products have been modified or have undergone any attempted installation, you may be responsible/liable for any costs of return or redelivered product that is not in the condition previously stated.

(c) For Products that are not defective or that you wish to return, they must be returned to us within 30 days from the date of delivery. Products must be returned to us, in unused condition and, where practicable, with original packaging, at your own cost, to reach us within the 30 day period. The Products must also be returned to us in accordance with the Returns Process set out in clause 10. We will then provide you with the opportunity to choose a replacement product, for the same purchase price as the returned Product, or issue you with a refund. We will not be able to offer an exchange or return for Products:

1. that have been custom made to suit your specifications;
2. which by reason of their nature cannot be returned; or
3. which are discontinued from our current range; or
4. which have a continually changing specification including tiles and all forms of wall and floor cladding.

(d) if a Product defect is reported to us after 30 days, you have to give us the opportunity to repair or replace the item(s). You can choose whether you want the goods to be repaired or replaced. We can refuse if we can show that your choice is disproportionately expensive compared with the alternative. If the attempt at a repair or replacement is unsuccessful, you can then claim a refund, or a price reduction if you wish to keep the product. If a fault develops after the first six months, the burden is on you to prove that the product was faulty at the time the goods were collected or delivered to you.

## 10. Returns Process

To organise a return you must first get authorisation from our customer service team. Customer Services will send you a returns form, allowing you to return the goods without complication. Please note: These conditions do not affect your statutory rights relating to faulty or mis described goods. For further information about your statutory rights contact your local authority's Trading Standards Department or a Citizens Advice Bureau.

## 11. Our Liability

11.1 We warrant to you that any Product purchased from us through our showrooms or website is of satisfactory quality and reasonably fit for all the purposes for which products of that kind are commonly supplied.

11.2 The provisions in clause 11.3 shall only apply if you are contracting as a business and not as a consumer.

11.3 Subject to clause 11.6:

(a) we shall under no circumstances whatever be liable to you, 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) 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 you have purchased.

11.4 If you intend to install a Product you have purchased from us through a plumber or other installer and, prior to the installation, you are aware of a defect as referred to under clause 8.2, or your plumber or installer should reasonably be expected to discover and therefore become aware of any such defect upon inspection, then if the planned installation proceeds we will not be responsible for any costs of reinstallation, incurred by you or your plumber or other installer, which you may subsequently claim to have been necessary as a result of the defect.

11.5 In the event of us agreeing to reimburse you for the costs of reinstallation (for instance, if we determine that the Product in question was defective when installed but such defect may not have been clearly apparent to you or your plumber or other installer) then such reimbursement is limited to your plumber or other installer's reasonable costs, which may be determined with reference to normal industry levels at the time in question.

11.6 Nothing in these terms and conditions shall limit or exclude our liability for:

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

(b) fraud or fraudulent misrepresentation;

(c) breach of the terms implied by Consumer Rights Act 2015;

(d) defective products under the Consumer Protection Act 1987; or

(e) any matter in respect of which it would be unlawful for us to exclude or restrict liability.

## 12. The JT Pickfords Telephone Number

The JT Pickfords telephone number: 01709 364416 is charged at a standard local rate. The rate depends on your telephone/mobile provider. This is a chargeable service for support or pre-sales information. If you do not want to call this number please email us at: [support@jtpickfords.com](mailto:support@jtpickfords.com).

End of Document