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OUR TERMS

This page tells you information about us and the legal terms and conditions on which we sell any of the products listed on our website to you.

Please also read our separate Privacy Policy and Cookie Policy.

These terms will apply to any contract between us for the sale of products to you. 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. If you refuse to accept these terms, you will not be able to order any products from our site.

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 6*. 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.

Where indicated, paragraphs in these terms apply only to business customers, not consumers.

1. THESE TERMS

1.1 **What these terms cover.** These are the terms and conditions on which we supply products to you.

1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or require any changes, please contact us to discuss.

1.3 **These conditions exclude** any other terms and conditions which you seek to apply to our contract, whenever they are submitted.

1.4 For business customers only

- (a) The contract is the entire agreement between us and you acknowledge that you have not relied on any statement, promise,

representation, assurance or warranty made by us or given on our behalf which is not set out in the contract.

- (b) You and we agree that neither of us shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the contract to which these Terms apply.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

Who we are. We are Lapicida Stone Group Limited, Co. No. 07540165, registered office 3 Greengate, Cardale Park, Harrogate, North Yorkshire HG3 1GY, registered VAT number GB109340242. Our trading address is St James' Business Park, Grimbald Crag Close, Knaresborough, North Yorkshire HG5 8PJ.

- 2.1 **How to contact us.** You can contact us by telephoning our customer service team on +44 (0) 1423 400 200 or by writing to us at our trading address or by email to customer.services@lapicida.com.
- 2.2 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.3 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

- 3.1 **How we will accept your order.** Our acceptance of your order will take place when we email you with a written Confirmation of Order to accept it, at which point a contract will come into existence between you and us.
- 3.2 **If we cannot accept your order.** If we are unable to accept your order, we will let you know. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.
- 3.3 **Your order number.** We will assign an order number to your order and tell you what it is when we send our Confirmation of Order. It will help us if you can tell us the order number whenever you contact us about your order.

4. **OUR PRODUCTS**

4.1 **Products may vary slightly from their pictures.** The images of the products on our website are for illustrative purposes only and we cannot guarantee that they reflect the colour of the products that will be delivered to you. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Colour variations are a feature of natural stone and variations can exist in colour, crystalline composition, veining, fossil deposits and mineral activity. The colour of natural stone may vary in different lights and may also change over time. Your product may vary from those images.

4.2 **Product dimensions may vary.** Although we make every effort to be as accurate as possible, because of the nature of the products, all sizes, weights, and capacities indicated on our website, in our catalogue or brochure and on our quotations and Confirmations of Order have a 2% tolerance and a 1 to 5mm tolerance for dimensions and measurements, owing to the nature of the natural stone products that we supply.

5. **YOUR RIGHTS TO MAKE CHANGES**

If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

6. **OUR RIGHTS TO MAKE CHANGES**

6.1 **Minor changes to the products.** We may change the product without notice:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements. These changes will not affect your use of the product.

6.2 **More significant changes to the products and these terms.** If we have to make significant changes to these terms or the product, we will notify you and you may then contact us to end the contract and receive a full refund before the changes take effect:

7. **PROVIDING THE PRODUCTS**

- 7.1 **We charge delivery costs in addition to the price of the products.** The costs and timescale for delivery will vary depending on the availability of the product and your delivery address. See [Customer Care](#) for details. We will confirm details during the order process. You will also be responsible for payment of any import duties and taxes that may be applied when the delivery reaches your delivery address.
- 7.2 **When we will provide the products.** During the order process we will let you know when we will provide the products to you. We will advise you by email or telephone that the products are ready for delivery or collection.
- 7.3 **We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.
- 7.4 **Delivery and Collection.** We use independent delivery companies and, while we endeavour to get the products to you on time, we are not responsible for and have no control over the delivery companies and so we cannot guarantee delivery times. We will notify you of an estimated delivery date in our Confirmation of Order and, unless we agree otherwise, we will deliver the products to you within 30 days of that date. If you have asked to collect the products from our trading address, you will be advised of a timeslot available you can collect the products from us at this time during our working hours of 9:00am to 5:00pm on Mondays to Thursdays, 9:00am to 4:30pm on Fridays and by special appointment only on Saturdays.
- 7.5 **If you are not at home when the product is delivered.** 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. Please note that there will be a charge for redelivery.
- 7.6 **Restricted Access.** The product will often be delivered on a large lorry (or, where possible, on a vehicle suitable to the delivery address), so it is important that you advise us of details of any restricted access (e.g. narrow drive/overhanging trees/uneven surfaces such as gravel or cobbles etc.) before delivery. If you do not provide such information to us, we may not be able to deliver the product to the address given to us by you and the product may have

to be returned to our premises, in which case you may have to pay our reasonable charges for storage and/or rearranged delivery.

- 7.7 The product will be placed at the nearest safe point to the delivery address. This may be on the drive or kerbside. Unless we agree otherwise, it is your responsibility to arrange for someone to be at the delivery address with suitable handling equipment when the product is delivered. If you do not, the product may have to be returned to our premises and you may have to pay our reasonable charges for storage and/or rearranged delivery.
- 7.8 **If you do not re-arrange delivery.** If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and *clause 10.2* will apply.
- 7.9 **When you become responsible for the product.** The product will be your responsibility from the time we deliver the product to the address you gave us or you or a carrier organised by you collects it from us.
- 7.10 **When you own goods.** You own a product once we have received payment in full, including of all applicable delivery charges.

8. YOUR RIGHTS TO END THE CONTRACT

- 8.1 **If you are a consumer you can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:
- (a) **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), **see *clause 11***;
 - (b) **If you want to end the contract because of something we have done or have told you we are going to do, see *clause 8.2***;
 - (c) **If you have just changed your mind about the product, see *clause 8.3*.** You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods;

- (d) **In all other cases (if we are not at fault and there is no right to change your mind), see clause 8.6.**

8.2 Ending the contract because of something we have done or are going to do. If you are ending the contract for a reason set out at (a) to (c) below the contract will end immediately and we will refund you in full for any Goods which have not been provided or have not been provided properly and you may also be entitled to further compensation. The reasons are:

- (a) We have told you about an upcoming change to the Goods or these Terms which you do not agree to;
- (b) There is a risk that supply of the Goods may be significantly delayed because of events outside our control;
- (c) You have a legal right to end the contract because of something we have done wrong.

8.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013). For most products bought online you have a legal right to change your mind within 14 days and receive a refund.

8.4 When you don't have the right to change your mind. You do not have a right to change your mind in respect of:

- (a) made to measure or bespoke products; and
- (b) any products which become mixed inseparably with other items after their delivery.

You do not have a right to change your mind if you are a business customer.

8.5 How long do I have to change my mind? How long you have depends on what you have ordered and how it is delivered.

- (a) **Have you bought goods (for example, stone products)?** If so you have 14 days after the day you (or someone you nominate) receives the goods, **unless:**
 - (i) **Your goods are split into several deliveries over different days.** In this case you have until 14 days after the day you (or someone you nominate) receive the last delivery to change your mind about the goods.

8.6 Ending the contract where we are not at fault and there is no right to change your mind. If you do not have any other rights to end the contract (see *clause 8.1*), you can still contact us before it is completed and tell us you want

to end it. If you do this the contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund reasonable compensation for the net costs we will incur as a result of your ending the contract.

9. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

9.1 Tell us you want to end the contract. To end the contract with us, please let us know by telling us in writing or calling us using the contact details at the beginning of these terms.

9.2 Returning products after ending the contract. If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must either return the products in person to where you bought them from, post them back to us at St James' Business Park, Grimbold Crag Close, Knaresborough, North Yorkshire HG5 8PJ or (if they are not suitable for posting) allow us to collect them from you. Please contact our Customer Services Team using the details provided in paragraph 2.1 call to arrange collection. If you are exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.

9.3 When we will pay the costs of return. We will pay the costs of return:

- (a) if the products are faulty or misdescribed;
- (b) if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.

In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.

9.4 What we charge for collection. If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection, The costs of collection will be the same as our charges for standard delivery.

9.5 How we will refund you. We will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

9.6 **Deductions from refunds.** If you are exercising your right to change your mind:

- (a) We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.
- (b) The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

9.7 **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:

- (a) If the products are goods and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For information about how to return a product to us, see clause 9.2.
- (b) In all other cases, your refund will be made within 14 days of your telling us you have changed your mind

10. **OUR RIGHTS TO END THE CONTRACT**

10.1 **We may end the contract if you break it.** We may end the contract for a product at any time by writing to you if:

- (a) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example, dimensions or other information required for products made to your order;
- (b) you do not, within a reasonable time, allow us to deliver the products to you or collect them from us
- (c) you do not, within a reasonable time, provide us with the information necessary for us to redeliver the products to you, as set out in *clause 7.8*.

10.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in *clause 10.1* we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

11. **IF THERE IS A PROBLEM WITH THE PRODUCT**

11.1 **How to tell us about problems.** If you have any questions or complaints about the product, please let us know by calling us or telling us in writing using the contact details at the beginning of these terms.

11.2 **Summary of your legal rights.** We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

Summary of your key legal rights for consumers

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

If your product is **goods**, for example stone products, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected life of your product your legal rights entitle you to the following:

- up to 30 days: if your item is faulty, then you can get a refund.
- up to six months: if your faulty item can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- up to six years: if the item can be expected to last up to six years you may be entitled to a repair or replacement, or, if that doesn't work, some of your money back.

If your product is **services**, for example installation of stone products, the Consumer Rights Act 2015 says:

- you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.

- if you haven't agreed a price upfront, what you're asked to pay must be reasonable.
- if you haven't agreed a time upfront, it must be carried out within a reasonable time.

12. OUR LIABILITY TO BUSINESS CUSTOMERS ONLY (NOT FOR CONSUMERS)

12.1 We warrant that on delivery or collection, and for a period of 6 months from the date of delivery or collection (**warranty period**), the products shall:

- (a) conform in all material respects with their description and any applicable specification;
- (b) be free from material defects in design, material and workmanship;
- (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- (d) be fit for any purpose held out by us.

12.2 Subject to *clause 12.3*, if:

- (a) you give notice in writing to us during the warranty period;
- (b) we are given a reasonable opportunity of examining such products; and
- (c) you (if asked to do so by us) return such products to our place of business at your cost,

we shall, at our option, repair or replace the defective products, or refund the price of the defective products in full.

12.3 We shall not be liable for the products' failure to comply with the warranty set out in *clause 12.1* in any of the following events:

- (a) the defect arises because you failed to follow our oral or written instructions as to the storage, commissioning, installation, use and maintenance of the products or (if there are none) good trade practice regarding the same;
- (b) the defect arises as a result of us following any drawing, design or specification supplied by you;
- (c) you alter or repair such products without our written consent;
- (d) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or

- (e) the products differ from their description or their specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements
 - (f) because of natural colour variation or veining the products differ from images on our website or in our brochure.
- 12.4 In respect of *clause 12.3(a)*, the products must be installed in accordance with British Standard BS5385. We shall be entitled to appoint an independent specialist to carry out tests to establish where the fault arises and whether BS5385 standards have been adhered to.
- 12.5 Except as provided in this *clause 12*, we shall have no liability to you in respect of the products' failure to comply with the warranty set out in *clause 12.1*.
- 12.6 Except as provided in *clause 12.1*, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the contract.
- 12.7 These conditions shall apply to any repaired or replacement products supplied by us.
- 12.8 Except as expressly stated in these terms, we do not give any representation, warranties or undertakings in relation to the products. Any representation, condition or warranty which might be implied or incorporated into these terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the products are suitable for your purposes.
- 13. **PRICE AND PAYMENT**
 - 13.1 **Where to find the price for the product.** The price of the product (which excludes VAT) will be the price indicated on our website unless we let you know otherwise before we issue a written confirmation of order. We take all reasonable care to ensure that the price of product advised to you is correct. However please see *clause 13.2* for what happens if we discover an error in the price of the product you order.
 - 13.2 **What happens if we got the price wrong?** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order

date is higher than the price stated on our website, we will contact you for your instructions before we accept your order.

13.3 **We rely on the information you provide to us if we are preparing an estimate for you.** Our estimate will change if you want us to make amendments to your order.

13.4 **The total value of your order will depend on the options you select including delivery** when placing your order.

13.5 **When you must pay and how you must pay.** We accept payment by debit card, MasterCard and Visa. We will charge your card with the full value of the products you are buying together with the delivery costs when we issue our Confirmation of Order.

13.6 We will not deliver or release the products until you pay us for them in full.

14. **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

14.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

14.2 **When we are liable for damage to your property.** If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.

14.3 **For consumers only:** We are supplying the products to you for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

14.4 **For business customers only:** Nothing in these terms 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 section 12 of the Sale of Goods Act 1979;
- (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.

14.5 For business customers: subject to *clause 14.4*,

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 120% of the price of the products supplied to you under this contract.

15. HOW WE MAY USE YOUR PERSONAL INFORMATION

15.1 How we will use your personal information. We will use the personal information you provide to us:

- (a) to supply the products to you;
- (b) to process your payment for the products; and
- (c) if you agreed to this during the order process, to inform you about similar products that we provide, but you may stop receiving these at any time by contacting us. Please refer to our separate Privacy Policy for how to change your contact preferences.

15.2 We will only give your personal information to other third parties where the law either requires or allows us to do so.

16. OTHER IMPORTANT TERMS

16.1 Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

16.2 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

- 16.3 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 16.4 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.