

# STEVE BRISTOW STONE MASONRY LIMITED TERMS AND CONDITIONS OF GOODS AND SERVICES

## Our Terms

### 1. These terms

**1.1 What these terms cover.** These are the terms and conditions on which we supply products to you, whether these are goods or services.

**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 Are you a business customer or a consumer?** In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:

- You are an individual.
- You are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

Provisions specific to consumers only are in Blue and those specific to businesses only are in Green.

**1.4 If you are a business customer this is our entire agreement with you.** If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

### 2. Information about us and how to contact us

**2.1 Who we are.** We are Steve Bristow Stone Masonry Limited a company registered in England and Wales. Our company registration number is 04078315 and our registered office is at Unit 2 Heywood Estate, Pottery Road, Kingsteignton, Newton Abbot TQ12 3RS. Our registered VAT number is 692961292.

**2.2 How to contact us.** You can contact us by telephoning our customer service team at 01626 330 337 or by writing to us at [office@stevebristow.co.uk](mailto:office@stevebristow.co.uk) or our registered office.

**2.3 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.

**2.4 "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.** Following our estimate for the provision of goods and/or services our acceptance of your order will be either upon completion of the order form and payment of the deposit or upon receipt of a written trade purchase order 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 inform you of this and will not charge you for the product. 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 a credit reference we have obtained for you does not meet our minimum requirements, 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 estimate number.** We will assign an estimate number to your order and tell you what it is when we accept your order. It will help us if you can tell us the estimate 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 or in our brochures or materials are for illustrative purposes only. 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. Your product may vary slightly from those images. Although we have made every effort to be as accurate as possible, because our products are handmade, all sizes, weights, capacities, dimensions and measurements indicated on our website have a 2mm tolerance.

**4.2 All thicknesses quoted are nominal** and no liability is accepted for reasonable variations.

**4.3 We will always endeavour to fulfil your requirements** but joining of granite is left to the discretion of the manufacturer with all aspects to be taken into account i.e. length of granite, accessibility, transportation and support for cut-outs.

**4.4 Where your order includes the fitting of sinks,** the ink will be siliconed and fitted by our fitting team, but not guaranteed watertight. It is therefore your responsibility to allow a reputable plumber to carry out the work required to ensure a watertight seal.

**4.5 Product packaging may vary.** The packaging of the product may vary from that shown in images on our website.

**4.6 Making sure your measurements are accurate.** If we are making the product to measurements, you have given us you are responsible for ensuring that these measurements are correct. You can find information and tips on how to measure by contacting us.

**4.7 All-natural materials supplied are subject to their natural markings.** For example; veining, variations in colour, spars, soft spots, sand holes and micro fissures etc.

**4.8 Matching between slabs cannot be guaranteed.**

**4.9 Submission of samples.** When samples have been submitted, exact resemblances of the product supplied to you cannot be guaranteed, particularly in non-uniform materials. It is recommended that you view full slabs before purchase.

All marble, granite, quartz and stone are not guaranteed **heat proof, scratch resistant and stain resistant, and a trivet or heat rods are advised for hot pans etc.**

## 5. Your rights to make changes

If you wish to make a change to your order of a product, template or date for fitting please contact us with 48 hours' notice from your order confirmation. 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:

- (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. In addition we may make changes to these terms or the product, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any products paid for but not received.

## 7. Providing the products

### 7.1 Delivery costs. The costs of delivery will be as displayed on the Estimate Order.

### 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 and these details will be confirmed on the Purchase Order.

### 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 Collection by you.

- (a) If you have asked to collect the goods from our premises, you can collect them from us at any time during our working hours of 8am to 5pm on weekdays and 8am to 12pm on Saturdays (excluding public holidays). You will have 7 days within which to collect the product. Please notify us the day before you intend to collect your item to ensure that we have it ready for you. When collecting please check the item is in satisfactory condition and that your order is complete.
- (b) If you have asked to collect the goods from our warehouse, they must be collected within 14 days of your being informed they are ready. After that period the purchaser will be invoiced for warehousing at the management's discretion.

### 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 informing you of how to rearrange delivery or collect the products from the warehouse.

### 7.6 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 the warehouse we will contact you for further instructions and will 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 11.2 will apply.

### 7.7 If you do not allow us access to provide services. If you do not allow us access to your property to perform the services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 11.2 will apply.

### 7.8 When you become responsible for the goods. The risk in the goods shall pass to you on completion of delivery.

- (a) Title to the goods shall not pass to you until we receive payment in full (in cash or cleared funds) for the goods and any other goods that we have supplied to you in respect of which payment has become due in which case title to the goods shall pass at the time of payment of all such sums.
- (b) Until the title to the goods has passed to you, you shall:
  - (i) store the goods separately from all other goods held by you so that they remain readily identifiable as our property;
  - (ii) not remove, deface or obscure any identifying mark or packaging on or relating to the goods;
  - (iii) maintain the goods in satisfactory condition and keep them insured against all risks for their full price on our behalf from the date of delivery;
  - (iv) give us such information relating to the Goods as we may require from time to time.
- (c) You may not resell or use the goods in the ordinary course of business before we receive payment for the goods.
- (d) If before title to the goods passes to you, then, without limiting any other right or remedy we may at any time:
  - (i) require you to deliver up all goods in your possession which have not been resold, or irrevocably incorporated into another product; and
  - (ii) if you fail to do so promptly, we reserve the right to enter your home or premises where the goods are stored to recover them.

### 7.9 What will happen if you do not give required information to us. We may need certain information from you so that we can supply the products to you, for example, room dimensions. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 11.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

- 7.10** You must also inform us if you have any specific access requirements which could potentially hinder our ability to provide you with your products and/or services. If you fail to provide us with this information or if you provide us with incorrect information relating to access, we may either end the contract (and clause 11.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us relevant access information.
- 7.11** **Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product to:
- (a) deal with technical problems or make minor technical changes;
  - (b) update the product to reflect changes in relevant laws and regulatory requirements;
  - (c) make changes to the product as requested by you or notified by us to you (see clause 6).
- 7.12** **Your rights if we suspend the supply of products.** We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency.
- 7.13** **We may also suspend supply of the products if you do not pay.** If you do not pay us for the products when you are supposed to (see clause 15.4) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts.
- 8. Your obligations**
- 8.1 You must;**
- (a) ensure that the details you provide to us are complete and accurate;
  - (b) cooperate with us in all matters relating to the services;
  - (c) provide us, our employees, our agents, consultants and subcontractors, with access to your premises, office accommodation and other facilities as reasonably required by us to provide the services;
  - (d) provide us with such information and materials as we may reasonably require in order to supply the services, and ensure that such information is complete and accurate in all material respects;
  - (e) prepare your home or premises for the supply of services;
  - (f) check that the items you purchase can be delivered to your property with a clear space. In particular you will need to measure the entrance and route upon entry;
  - (g) obtain and maintain all necessary licences, permissions and consents which may be required for the services before the date on which the services are to start;
  - (h) comply with all applicable laws, including health and safety laws;
  - (i) keep all materials, equipment, documents and other property of ours in your home or premises in safe custody at your own risk, maintain the supplier materials in good condition until returned to us and not dispose of or use them other than in accordance with our written instructions or authorisation.
- 8.2** If our performance or any of our obligations under this agreement is prevented or delayed by an act or omission by you to perform any relevant obligation ("Customer Default");
- (a) without limitation or affecting any other right or remedy available to it, we shall have the right to suspend performance of the services until you remedy the Customer Default, and rely on it to relieve us from the performance of our obligations in each case to the extent the Customer Default prevents or delays the performance of any of our obligations;
  - (b) we shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure or delay to perform any of its obligations as set out in this clause; and
  - (c) you shall reimburse us on written demand for any costs or losses sustained or incurred by us arising directly or indirectly from the Customer Default.
- 9. Your rights to end the contract**
- 9.1** **You can always end your contract with us.** Your rights when you end the contract will depend on how you have bought, what you have bought, whether there is anything wrong with it, how we are performing, when you decide to end the contract and whether you are a consumer or business customer:
- (a) **If what you have bought is faulty or mis described 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 13 if you are a consumer and clause 14 if you are a business;
  - (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 9.2;
  - (c) **If you are a consumer and have just changed your mind about the product, see** clause 9.3. You *may* be able to get a refund if you are within the cooling-off period, but this may be subject to how you bought with us, and 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 you are not a consumer exercising your right to change your mind), see** clause 9.6.
- 9.2** **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (d) below the contract will end immediately and we will refund you in full for any products which have not been provided. The reasons are:
- (a) we have told you about an upcoming change to the product or these terms which you do not agree to (see clause 6.2);
  - (b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
  - (c) there is a risk that supply of the products may be significantly delayed because of events outside our control;
  - (d) you have a legal right to end the contract because of something we have done wrong.
- 9.3** **Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013).** If you are a consumer then for most products bought online, over the phone, at an event or anywhere except for in store you have a legal right

to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

**9.4 When consumers do not have a right to change their minds.** Your right as a consumer to change your mind does not apply in respect of:

- (a) Goods that are made to your specifications or are clearly personalised;
- (b) services, once these have been completed, even if the cancellation period is still running;
- (c) any products which become mixed inseparably with other items after their delivery.

**9.5 How long do consumers have to change their minds?** If you are a consumer how long you have to change your mind depends on what you have ordered, where you have ordered it and how it is delivered.

**(a) Have you bought services (for example, fitting a kitchen)?** Where did you buy them;

**(i)** For all services bought online, over the phone, at an event or anywhere not on our premises you have 14 days after the day we confirm to you in writing, throughout the booking process, in person or over the phone we accept your order. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.

**(ii)** For all services bought on our premises you do not have a right to change your mind.

**(b) Have you bought goods (for example, a table), if so;**

**(i)** For goods which are not made to your specifications or personalised that you have bought online, over the phone, at an event or anywhere not on our premises you have 14 days after the day you (or someone you nominate) receives the goods, **unless:**

**(A) 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) receives the last delivery.

**(B) Your goods are for regular delivery over a set period.** In this case you have until 14 **OR** days after the day you (or someone you nominate) receives the first delivery of the goods.

**(ii)** For goods bought on our premises you do not have a right to change your minds

**(iii)** For all goods made to your specifications or personalised you do not have a right to change your mind.

**9.6 Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you are not a consumer who has a right to change their mind (see clause 9.1), you can still end the contract before it is completed. A contract for goods is completed when the product is delivered and paid for. A contract for services is completed when we have finished providing the services and you have paid for them. For goods that are made to order you must contract us within 2 working days of providing your order. If you want to end the contract in these circumstances, just contact us to let us know. The contract will not end until 1 calendar month after the day on which you contact us. We will refund any advance payment you have made for products which will not be provided to you. For example, if you tell us you want to end the contract on 4 February, we will continue to supply the product until 3 March. We will only charge you for supplying the product up to 3 March and will refund any sums you have paid in advance for the supply of the product after 3 March.

**10. How to end the contract with us (including if you are a consumer who has changed their mind)**

**10.1 Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:

**(a) Phone or email.** Call customer services on 01626 330 337 or email us at office@stevebristow.co.uk. Please provide your name, home address, details of the order and, where available, your phone number and email address.

**(b) Online.** Complete the [contact form](#) on our website.

**(c) By post.** Print off the [printable form](#) and post it to us at the address on the form. Or simply write to us at that address, including details of what you bought, when you ordered or received it and your name and address.

**10.2 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 goods in person to where you bought them, post them back to us at the address displayed on the Purchase Order or (if they are not suitable for posting) allow us to collect them from you. Please call customer services on 01626 330 337 or email us at to arrange collection. If you are a consumer 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.

**10.3 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; or

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

**10.4 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.

**10.5 How we will refund you.** If you are entitled to a refund under these terms, 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.

**10.6 When we may make deduction from refunds if you are a consumer exercising your right to change your mind.** 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.
- (c) Where the product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

**10.7 When your refund will be made.** We will make any refunds due to you as soon as possible. If you are a consumer 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 10.2.
- (b) In all other cases, your refund will be made within 14 days of your telling us you have changed your mind

**11. Our rights to end the contract**

**11.1 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 make any payment to us when it is due, and you still do not make payment within 7 days of us reminding you that payment is due;
- (b) 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, room dimensions;
- (c) you do not, within a reasonable time, allow us to deliver the products to you or collect them from us;
- (d) you do not, within a reasonable time, allow us access to your premises to supply the services;
- (e) you have exceeded your credit limit

**11.2 You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 11.1 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.

**12. If there is a problem with the product**

**How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at 01626 330 337 or write to us at office@stevebristow.co.uk. Alternatively, please speak to one of our staff in-store.

**13. Your rights in respect of defective products if you are a consumer**

**13.1** If you are a consumer, 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 products. Nothing in these terms will affect your legal rights.

**Summary of your key legal rights**

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](http://www.adviceguide.org.uk) or call 03454 04 05 06.

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

- a) Up to 30 days: if your goods are faulty, then you can get an immediate refund.
- b) Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- c) Up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.
- c) If you can show the fault has damaged your product and we haven't used reasonable care and skill, you may be entitled to a repair or compensation

See also clause 9.3.

If your product is **services**, for example fitting a kitchen, the Consumer Rights Act 2015 says:

- a) 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.
- b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- c) If you haven't agreed a time beforehand, it must be carried out within a reasonable time.

See also clause 9.2.

**13.2 Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from

you. We will pay the costs of postage or collection. Please call customer services on 01626 330 337 or email us at office@stevebristow.co.uk for a return label or to arrange collection.

#### **14. Your rights in respect of defective products if you are a business**

14.1 If you are a business customer, we warrant that on delivery, and for a period of 12 months from the date of delivery (**warranty period**),] any products which are goods shall:

- (a) conform in all material respects with their description and any relevant specification; and
- (b) be free from material defects in design, material and workmanship.

14.2 Subject to clause 14.3, if:

- (a) you give us notice in writing during the warranty period within a reasonable time of discovery that a product does not comply with the warranty set out in clause 14.1;
- (b) we are given a reasonable opportunity of examining such product; and
- (c) you return such product to us at our cost,

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

14.3 We will not be liable for a product's failure to comply with the warranty in clause 14.1 if:

- (a) you make any further use of such product after giving a notice in accordance with clause 13.2(a);
- (b) the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the product or (if there are none) good trade practice;
- (c) the defect arises as a result of us following any drawing, design or specification supplied by the Customer;
- (d) you alter or repair the product without our written consent; or
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.

14.4 Except as provided in this clause 14, we shall have no liability to you in respect of a product's failure to comply with the warranty set out in clause 14.1.

14.5 These terms shall apply to any repaired or replacement products supplied by us under clause 14.2.

#### **15. Price and payment**

**15.1 Where to find the price for the product.** The price of the product (which includes VAT) will be the price indicated on the Purchase Order. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 15.3 for what happens if we discover an error in the price of the product you order.

**15.2 We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

**15.3 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 to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

**15.4 When you must pay and how you must pay.** We accept payment by Visa, Mastercard or BACS. When you must pay depends on what product you are buying. The Purchase Order provides details and to when and how you will need to make payment for the products.

**15.5 Our right of set-off if you are a business customer.** If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

**15.6 We can charge interest if you pay late.** If you do not make any payment to us by the due date, we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

**15.7 What to do if you think an invoice is wrong.** If you think an invoice is wrong, please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

#### **16. Our responsibility for loss or damage suffered by you if you are a consumer**

**16.1 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.

**16.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products as summarised at clause 13.1 and for defective products under the Consumer Protection Act 1987

**16.3 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.

**16.4 When we are liable for damage caused by defective digital content.** If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will

either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

**16.5 We are not liable for business losses.** If you are a consumer, we only supply the products for you for domestic and private use. If you use the products for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause 17.

## **17. Our responsibility for loss or damage suffered by you if you are a business**

17.1 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 or section 2 of the Supply of Goods and Services Act 1982;
- (d) any matter in respect of which it would be unlawful for us to exclude or restrict liability.

17.2 Except to the extent expressly stated in clause 14.1 all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

17.3 Subject to clause 17.1:

- (a) we shall not 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 any contract between us; and
- (b) our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to £5 million.

## **18. How we may use your personal information**

**18.1 How we will use your personal information.** We will only use your personal information as set out in our [privacy policy](#).

## **19. Other important terms**

**19.1 We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation.

**19.2 You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

**19.3 Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

**19.4 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.

**19.5 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.

**19.6 Which laws apply to this contract and where you may bring legal proceedings if you are a consumer.** 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.

**19.7 Which laws apply to this contract and where you may bring legal proceedings if you are a business.** If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

**Schedule 1**

**Model Cancellation Form for consumer customers**

*(Complete and return this form only if you wish to withdraw from the contract)*

To Steve Bristow Stone Masonry Ltd  
Unit 2 Heywood Estate  
Pottery Road  
Kingsteignton  
Newton Abbot  
TQ12 3RS.

I/We hereby give notice that I/We cancel my/our contract of 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  
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