

# AM ROBB LTD T/A TERRACOTTA ON LINE

VAT NUMBER 357- 2088- 43  
COMPANY NUMBER 2209376  
Terms & Conditions

## 1. General:

1. The following conditions of sale shall apply to the purchase of goods from Terracotta Online ('the Company') by you as a consumer acting for purposes outside your trade business or profession ('the Consumer') to the exclusion of all other terms and conditions which the Consumer may purport to apply under any purchase order, confirmation of order or similar document.
2. The Consumer acknowledges acceptance of these Conditions of Sale on the placing of an order with the Company.
3. These conditions may not be varied except by the agreement in writing of the Company.
4. The Consumer's Statutory Rights are not affected.

## 2. Definitions:

1. 'goods' means the tiles or other products which the Consumer orders from the Company.
2. 'price' means the price for the goods excluding (where applicable) delivery charges, packing, insurance and vat.
3. 'working day' means a Monday to a Friday inclusive but excluding Bank Holidays and the Company's Christmas and New Year Holiday closures as specified on the Company website.

## 3. Description Of Goods

1. All descriptions, specifications and advertising on the Company website are for the purposes of giving an impression of the goods only and cannot be relied upon for selecting a purchase. Any typographical, clerical or other error of omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on behalf of the Company.
2. The Company operates a sample policy as set out below to assist the Consumer.

## 4. Price

1. Prices quoted are based on current costs and subject to alteration to take account of any rise in such costs or if there has been an error or omission.
2. If the price changes, the Company will give notice to the Consumer who will have an opportunity to withdraw by giving notice to the Company to that effect within 48 hours of receipt of notice of alteration.

## 5. Samples

1. Before placing an order the Consumer may order up to 6 sample pieces of plain tiles only free of charge. Sample sizes will be approximately 10cm x 10cm.
2. All descriptions, images and samples are for the purpose of giving an approximate representation of the goods only. You acknowledge that the goods are natural and as such variations will occur in terms of colour, markings, texture, size and between consignments.
3. You should be aware that Terracotta have varying degrees of porosity and need to be sealed. Some may be subject to natural pitting/chipping.

## 6. Ordering Goods

1. To order goods the Consumer should follow instructions on the Company's website.
2. It is the responsibility of the Consumer to order a sufficient quantity of tiles for the area to be tiled and the Company cannot guarantee that any subsequent order can be fulfilled with the same batch and shade of tiles.
3. It is recommended to check receipt of a complete and satisfactory order before booking a tile fixer to commence work.

## 7. Availability Of Goods

1. All goods are subject to availability but if they are in stock in the Company's warehouse then goods would normally be despatched within 3 working days excluding day of order. Time for delivery of goods shall not be of the essence.
2. If suppliers or the Company are temporarily out of stock for any reason the Company will notify the Consumer of the anticipated date of availability for despatch and if this is longer than 14 days then the Company will give the Consumer the opportunity to cancel the order and to obtain a refund of any payment made in full.
3. The Company will not be responsible for compensating the Consumer for any losses which may be suffered if the Company is not able to supply the goods for any reason within these times.

## 8. Payment

1. When the Consumer orders goods payment may be made by most major credit or debit cards including MasterCard, Visa and Maestro.
2. The Consumer must give full address including postcode and telephone number which must be the same as the credit card or debit card bank has on file for the Consumer.

3. The order will only be processed when authorisation for payment has been correctly received.

#### 9. Delivery Charges

1. Samples £ 2.35 postage charge  
Full sample tiles & Sealers £11.75  
0- 2 sq metres £ 29.38  
2 – 15 sq metres £ 41.13  
15 sq metres + £ 58.75 within mainland UK, Isle of Wight and Isle of Man.

1. Orders of any value outside mainland UK, Isle of Wight and Isle of Man will be subject to a delivery charge for which a quotation will be given on request.

#### 10. Delivery Times

1. Goods ordered, where available, will normally be despatched within 3 working days excluding day of order and will only be delivered to the cardholder's registered billing address. Time for delivery of goods shall not be of the essence.
2. Delivery will normally be between Monday and Friday during the hours of 9 a.m. and 5 p.m. and delivery options are available to view on the Company website.
3. Any dates quoted for delivery of the goods are approximate only and the Company shall not be liable for any delay in delivery of the goods however caused. The goods may be delivered by the Company in advance of the quoted delivery date.
4. If the Company is unable for any reason to deliver the Consumer's order within 14 working days of the order, the Consumer has the right to cancel the order and the Company will refund any money paid by the Consumer for the goods. The Company will not be responsible for any losses suffered by the Consumer for late delivery or inability to deliver.
5. If the Consumer is not at home the driver will not leave the goods as there must be an authorised person to sign for and accept delivery.
6. If an additional visit has to be made for attempted delivery then an additional charge of £15 will be incurred by the Consumer which must be paid to the Company in advance of delivery.

#### 11. Risk

1. The risk in the goods shall pass to the Consumer on delivery.

#### 12. Damage

1. The Consumer should examine all goods on delivery to be satisfied that the goods are undamaged, of the correct quantity and in accordance with the contract.
2. Any damage in transit to the goods, shortages or errors must be written on the delivery note at the time of delivery.
3. If any of the goods are received in a damaged condition or if there are any shortages or errors then the Consumer must inform the Company in writing of the exact amount missing or the extent of the damaged goods within two working days of the delivery.
4. The Company may make arrangements to collect all damaged or faulty goods on request and if they are found to be damaged or faulty then the Company will arrange for replacements or make an appropriate refund.
5. It is the responsibility of the Consumer to check tiles for shade variation, visible defects or discrepancies of any kind before any tiles are fixed.
6. No complaints can be accepted after the tiles have been fixed.
7. The Consumer's statutory rights are not affected.

#### 13. Cancellation

1. If the Consumer is not totally satisfied with the order for any reason, the Consumer has the right to cancel the order within 7 working days from the date of delivery for a full credit or refund less any applicable delivery charges.
2. A cancellation request by the Consumer must be put in writing and received by the Company within the 7 working day period.
3. The Consumer will be responsible for the return of goods and any associated costs of return. Refunds or credits for goods will only be made if goods are received back complete and in a re-saleable condition.
4. Returns must be made within 28 days and must be accompanied with a copy of the despatch note.
5. The Consumer's statutory rights are not affected.

#### 14. Privacy Policy

When using the Company's website the Consumer will be providing the Company with personal information which it will use only to fulfil the order, arrange delivery, deal with any queries that may arise and to inform the Consumer of any special offers or new ranges.