

CONTENTS

CLAUSE

Definitions	1
Our contract with you	1
Changes to order or terms.....	2
Made-to-measure goods	3
Delivery of goods	4
If the goods are faulty.....	4
Third-party manufacturer's guarantee of goods.....	5
Seller's guarantee of goods	5
Providing services	5
If there is a problem with the services.....	6
Price and payment	7
Our liability to you	8
Events Outside Our Control	8
Your rights to cancel and applicable refund	9
Our rights to cancel and applicable refund	10
Information about us and how to contact us.....	11
How we may use your personal information.....	11
Other important terms.....	12

OUR TERMS

DEFINITIONS

- 1.1 When the following words with capital letters are used in these Terms, this is what they will mean:
- (a) **Event Outside Our Control:** is defined in clause 1.52;
 - (b) **Goods:** the goods that We are selling to you as set out in the Order;
 - (c) **Order:** your order for the Goods and/or Services;
 - (d) **Product:** the product We create for you as a result of the Services, as set out in the Order;
 - (e) **Services:** the services that We are providing to you as set out in the Order;
 - (f) **Terms:** the terms and conditions set out in this document; and
 - (g) **We/Our/Us: R.C. Coppin Limited (Registered No 04108225)** of Unit 2, Park Drive Industrial Estate, Braintree, Essex
- 1.2 When We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise.

OUR CONTRACT WITH YOU

- 1.3 These are the terms and conditions on which We supply Goods, or Services, or both Goods and Services, to you.
- 1.4 Please ensure that you read these Terms carefully, and check that the details on the Order and in these Terms are complete and accurate, before you sign and submit the Order. If you think that there is a mistake or require any changes, please contact Us to discuss. We will confirm any changes in writing to avoid any confusion between you and Us.
- 1.5 When you sign and submit the Order to Us, this does not mean We have accepted your order for Goods and/or Services. Our acceptance of the Order will take place as described in clause 1.6. If We are unable to supply you with the Goods and/or Services, We will inform you of this in writing and We will not process the Order.
- 1.6 These Terms will become binding on you and Us when We issue you with a written acceptance of an Order, at which point a contract will come into existence between you and Us.

- 1.7 If any of these Terms conflict with any term of the Order, the Order will take priority.
- 1.8 We shall assign an order number to the Order and inform you of it when We confirm the Order. Please quote the order number in all subsequent correspondence with Us relating to the Order.
- 1.9 Our website, catalogue and brochure are solely for the promotion of Our Goods in the East Anglia area. Unfortunately, We do not accept orders from **OR** deliver to addresses outside the East of England.
- 1.10 The images of the Goods on Our website **OR** in Our catalogue or brochure are for illustrative purposes only. Although We have made every effort to display the colours accurately, We cannot guarantee that your computer's display of the colours **OR** the printed pictures accurately reflect the colour of the Goods. Your Goods may vary slightly from those images. Although We have made every effort to be as accurate as possible, because our Goods are handmade, all sizes, weights, capacities, dimensions and measurements indicated on Our website **OR** in Our catalogue or brochure have a may not be exactly in accordance with any samples provided. You will have the opportunity to inspect the Goods once they have been received by Us.
- 1.11 The Goods (other than Quartz) are manufactured from natural products that have been in the ground for many years and it is natural to expect variations in shading, veining and finish. In some materials, imperfections, "pitting" and "fossils" can be apparent but these are not considered faults and are part of the nature beauty of the stone. All granite, marble and other Goods are sold subject to natural variations in colour, shade, veining and are stopped, filled, reinforced etc in accordance with normal trade practices. Granite sometimes is susceptible to "venting". This occurs when contact is made through cutting or grinding; this is very common in large particle granites and we reserve the right to fill and seal the affected areas with polyester resins (colour may vary) to ensure the material is not left with sharp edges or chips. If pieces required cannot be cut in one, We reserve the right to place a joint in the most appropriate position if, despite making reasonable efforts to agree the positioning of any joins with you directly or your builder/fitter (who we assume unless notified otherwise has your authority) we have been unable to obtain such agreement. Samples should be perceived as a colour indication only.

CHANGES TO ORDER OR TERMS

- 1.12 We may revise these Terms from time to time in the following circumstances:
- (a) changes in how We accept payment from you;
 - (b) changes in relevant laws and regulatory requirements; and **OR**
 - (c) any errors are found to be contained in them

- 1.13 If We have to revise these Terms under clause 1.12, We will give you at least [one] month's written notice of any changes to these Terms before they take effect. You can choose to cancel the contract in accordance with clause c.
- 1.14 You may make a change to the Order for Goods and/or Services at any time before We despatch the Goods or start date for the Services **OR** within three calendar days of the date of the template appointment. Where this means a change in the total price of the Goods and/or Services, We will notify you of the amended price in writing. You can choose to cancel the Order in accordance with clause 1.54 in these circumstances.
- 1.15 If you wish to cancel an Order before the date of the template appointment, please see your right to do so in clause 1.54. Unfortunately, because Our Goods are made to measure, you will not be able to cancel an Order after the template appointment. Any changes to an the Order after the date of the template appointment will incur additional costs which will be notified to You in writing.

MADE-TO-MEASURE GOODS

- 1.16 We order the raw materials required for the Goods according to the measurements you provide Us. You can find information and tips on how to measure in Our brochure or on Our website, or by contacting Us.
- 1.17 Please make sure your measurements are correct and accurate. The price that We calculate is a guide price based on the measurements you have provided. Once the templates have been done the quotation and final price is confirmed. The initial quote will change if when We come out to template, the measurements and your requirements change from the original quote, plan or any other form of communication or if you order any further Goods and/or Services from Us. If templates are provided by you and upon carrying out the Services it is evident that work surfaces have been wrongly measured, then We reserve the right to make an additional charge for any cutting required in order to fit the Goods if this is possible.
- 1.18 Unfortunately, We cannot accept the return of made-to-measure Goods if the reason for the return is because you provided Us with incorrect measurements so that the Goods are too small to fit the space provided for installation of the Goods. No liability can be taken by Us for incorrectly advised dimensions. However, this will not affect your legal rights as a consumer in relation to made-to-measure Goods that are faulty or not as described. Advice about your legal rights is available at your local Citizen's Advice Bureau or Trading Standards office.

DELIVERY OF GOODS

- 1.19 Please note that timescales for delivery and delivery charges will vary depending on the availability of the Goods and your address. Unfortunately We do not accept orders from **OR** deliver to addresses outside the East of England.
- 1.20 We will contact you with an estimated delivery date. Occasionally Our delivery to you may be affected by an Event Outside Our Control. See clause e for Our responsibilities when this happens.
- 1.21 If you have asked to collect the Goods from Our premises, you can collect the Goods from Us at any time during Our working hours of 8 am to 4 pm on weekdays and 10 am to 1 pm Saturdays.
- 1.22 Delivery of an Order shall be completed when We deliver the Goods to the address you gave Us or you collect them from Us.
- 1.23 If no one is available at your address to take delivery, We will leave you a note that the Goods have been returned to Our premises, in which case, please contact us to rearrange delivery.
- 1.24 If We are not able to deliver the whole of the Order at one time due to operational reasons or shortage of stock, We will deliver the Order in instalments. We will not charge you extra delivery costs for this. However, if you ask Us to deliver the Order in instalments, We may charge you extra delivery costs. Each instalment shall constitute a separate contract governed by these Terms. If We are late delivering an instalment or one instalment is faulty, that will not entitle you to cancel any other instalment.
- 1.25 The Goods will be your responsibility from the completion of delivery **OR** from when you collect the Goods from Us.
- 1.26 You own the Goods once We have received payment in full.

IF THE GOODS ARE FAULTY

As a consumer, you have legal rights in relation to Goods that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights. However if after you have signed off the Goods and/or Services that We have provided and/or carried out and you later discover any faults then We reserve the right to charge a "call-out" fee of £50 in order to re-inspect any alleged faults. If any cracks are found, as provided in clause 2.9 above, these will be filled with resin

in relation to Goods containing raw materials of Granite and Marble rather than replacement of the whole work top or other surfaces

THIRD-PARTY MANUFACTURER'S GUARANTEE OF GOODS

- 1.27 The Quartz products come with a manufacturer's guarantee. For details, please refer to the manufacturer's guarantee provided with the Goods.
- 1.28 This guarantee is in addition to your legal rights in relation to the Goods that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

SELLER'S GUARANTEE OF GOODS

- 1.29 We guarantee that on delivery and for a lifetime period from delivery, the Goods shall be free from material defects. However, this guarantee does not apply in the circumstances described in clause 1.30.
- 1.30 This guarantee does not apply to any defect in the Goods arising from:
- (a) fair wear and tear;
 - (b) wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party;
 - (c) if you fail to operate or use the Goods in accordance with the user instructions;
 - (d) any alteration or repair by you or by a third party who is not one of Our authorised repairers; and
 - (e) any specification provided by you.
- 1.31 This guarantee is in addition to your legal rights in relation to the Goods that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

PROVIDING SERVICES

- 1.32 We will supply the Services to you from the date of the template appointment until the estimated completion date which will be 5-10 days from the date of the template appointment unless otherwise notified to You.
- 1.33 We will make every effort to complete the Services on time. However, there may be delays due to an Event Outside Our Control. See clause e for Our responsibilities when an Event Outside Our Control happens.

- 1.34 We will need certain information from you that is necessary for Us to provide the Services, for example, Before We come to template you will need to provide Us with information as to the final location of sinks, hobs, taps and other fittings required and have these available on site. We will contact you about this. If you do not, after being asked by Us, provide Us with this information, or you provide Us with incomplete or incorrect information, We may make an additional charge of a reasonable sum to cover any extra work that is required, or We may suspend the Services by giving you written notice. We will not be liable for any delay or non-performance where you have not provided this information to Us after We have asked. If we suspend the Services under this clause 1.34, you do not have to pay for the Services while they are suspended, but this does not affect your obligation to pay for any invoices We have already sent you.
- 1.35 We may have to suspend the Services if We have to deal with technical problems, or to make improvements agreed between you and Us in writing to the Services. We will contact you to let you know in advance where this occurs, unless the problem is urgent or an emergency. You do not have to pay for the Services while they are suspended under this clause 1.35 but this does not affect your obligation to pay for any invoices We have already sent you.
- 1.36 If you do not pay Us for the Services when you are supposed to as set out in clause 1.44, We may suspend the Services with immediate effect until you have paid Us the outstanding amounts (except where you dispute an invoice under clause 1.46). We will contact you to tell you this. This does not affect Our right to charge you interest under clause 1.45.
- 1.37 If We design the Product for you, We will own the copyright, design right and all other intellectual property rights in the Product and any drafts, drawings or illustrations We make in connection with the Product for you.

IF THERE IS A PROBLEM WITH THE SERVICES

- 1.38 In the unlikely event that there is any defect with the Services or Product:
- (a) please contact Us and tell Us as soon as reasonably possible;
 - (b) please give Us a reasonable opportunity to repair or fix any defect; and
 - (c) We will use every effort to repair or fix the defect as soon as reasonably practicable and, in any event, within 30 calendar days
 - (d) You will not have to pay for Us to repair or fix a defect with the Services or Product under this clause 1.38.
- 1.39 As a consumer, you have legal rights in relation to Services not carried out with reasonable skill and care, or if the materials We use are faulty or not as described.

Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

PRICE AND PAYMENT

- 1.40 The price of the Goods and/or the Services will be set out in our quotation. Our prices may change at any time, but price changes will not affect Orders that We have confirmed with you.
- 1.41 These prices include VAT. However, if the rate of VAT changes between the date of the Order and the date of delivery or performance, We will adjust the rate of VAT that you pay, unless you have already paid for the Goods and/or Services in full before the change in the rate of VAT takes effect.
- 1.42 The prices for the Goods include delivery costs unless we state otherwise.
- 1.43 It is always possible that, despite Our best efforts, some of the Goods We sell may be incorrectly priced. We will normally check prices as part of Our despatch procedures so that, where the Goods' correct price is less than Our stated price, We will charge the lower amount when dispatching the Goods to you. If the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, We do not have to provide the Goods to you at the incorrect (lower) price.
- 1.44 We will ask you to make an advance payment of 50% of the price of the Goods and/or Product. Your rights to a refund on cancellation are set out in clause 1.54. We will invoice you for the balance of the price payable on or any time after We have performed the Services or delivered the Goods and/or Product. Each invoice will quote the Order number. You must pay each invoice in cleared monies within 30 calendar days at the date of invoice. Please note that We do not accept payment by American Express cards.
- 1.45 If you do not make any payment due to Us by the due date for payment, We may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of National Westminster Bank Plc 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.
- 1.46 However, if you dispute an invoice in good faith and contact Us to let Us know promptly after you have received an invoice that you dispute it, clause 1.45 will not apply for the period of the dispute.

OUR LIABILITY TO YOU

- 1.47 If We fail to comply with these Terms, We are responsible for loss or damage you suffer that is a foreseeable result of Our breach of the Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and Us at the time we entered into this contract.
- 1.48 If We are installing the Goods or Product and/or providing Services in your property, We will make good any damage to your property caused by Us in the course of installation or performance. However, We are not responsible for the cost of repairing any pre-existing faults or damage to your property that We discover in the course of installation and/or performance by Us and although We will re-plaster any damage caused in the course of installation or performance We will not paint or other redecorate. If any other damage is caused by Us, then We will make good such damage and organise the supply and fitting of any replacement appliances/panels when We are not able to supply and fit such replacements Ourselves.
- 1.49 We only supply the Goods and/or Services or Product for domestic and private use. You agree not to use the Goods and/or Services or Product for any commercial, business or re-sale purpose, and We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 1.50 We do not exclude or limit in any way Our liability for:
- (a) death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
 - (b) fraud or fraudulent misrepresentation;
 - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 and by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
 - (d) breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); and
 - (e) defective products under the Consumer Protection Act 1987.

EVENTS OUTSIDE OUR CONTROL

- 1.51 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.

- 1.52 An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.
- 1.53 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:
- (a) We will contact you as soon as reasonably possible to notify you; and
 - (b) Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our delivery of Goods to you, We will arrange a new delivery date with you after the Event Outside Our Control is over. Where the Event Outside Our Control affects Our performance of Services to you, We will restart the Services as soon as reasonably possible after the Event Outside Our Control is over.
- 1.54 You may cancel the contract if an Event Outside Our Control takes place and you no longer wish Us to provide the Goods and/or Services. Please see your cancellation rights under clause 1.54. We will only cancel the contract if the Event Outside Our Control continues for longer than four weeks in accordance with Our cancellation rights in clause 1.54.

YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND

- 1.55 Before We begin to provide the Services or the Goods are delivered, you have the following rights to cancel an Order for Goods and/or Services, including where you choose to cancel because We are affected by an Event Outside Our Control or We change these Terms under clause 1.12 to your material disadvantage:
- (a) You may cancel any Order for Goods and/or Services at any time before We despatch the Goods or the start date for the Services We will confirm your cancellation in writing to you.
 - (b) If you cancel an Order under clause a and you have made any payment in advance for Services that have not been provided to you, or Goods that have not been delivered to you, We will refund these amounts to you.
 - (c) However, if you cancel an Order for Services under clause a and We have already started work on your Order by that time, you will pay Us any costs We reasonably incurred in starting to fulfil the Order, and this charge will be deducted from any refund that is due to you or, if no refund is due to you, invoiced to you. We will tell you what these costs are when you contact Us. However, where you have cancelled an Order because of Our failure to

comply with these Terms (except where We have been affected by an Event Outside Our Control), you do not have to make any payment to Us.

- (d) Unfortunately, if you cancel an Order for Goods under clause a and We have already despatched your Goods to you, We will not be able to cancel your Order until it is delivered or collected. In this case, if you return the Goods to Us, We will have to charge you the cost of collection or you will have to pay the cost of returning the Goods back to Us. This will not affect your refund for the Goods, but any charge for collection will be deducted from the refund that is due to you.

1.56 Once We have begun to provide the Services to you, you may cancel the contract for the Services at any time by providing Us with at least seven calendar days' notice in writing. Any advance payment you have made for Services that have not been provided will be refunded to you. We will charge for the Services provided to you up to the date of cancellation.

1.57 Once We have begun to provide the Services to you, you may cancel the contract for Services with immediate effect by giving Us written notice if:

- (a) We break this contract in any material way and We do not correct or fix the situation within thirty days of you asking Us to in writing;
- (b) We go into liquidation or a receiver or an administrator is appointed over Our assets;
- (c) We change these Terms under clause 1.12 to your material disadvantage;
- (d) We are affected by an Event Outside Our Control.

OUR RIGHTS TO CANCEL AND APPLICABLE REFUND

1.58 If We have to cancel an Order for Goods (including made-to-measure Goods) and/or Services before the Services start or the Goods are delivered:

- (a) We may have to cancel an Order before the start date for the Services or before the Goods are delivered, due to an Event Outside Our Control or the unavailability of stock or (in the case of Services) key personnel or key materials without which We cannot provide the Services. We will promptly contact you if this happens.
- (b) If We have to cancel an Order under clause a and you have made any payment in advance for Services that have not been provided to you, or Goods that have not been delivered to you, We will refund these amounts to you.
- (c) Where We have already started work on your Order for Services or made-to-measure Goods by the time We have to cancel under clause a, We will not charge you anything and you will not have to make any payment to Us.

- 1.59 Once We have begun to provide the Services to you, We may cancel the contract for the Services at any time by providing you with at least seven calendar days' notice in writing. If you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you.
- 1.60 We may cancel the contract for Services at any time with immediate effect by giving you written notice if:
- (a) you do not pay Us when you are supposed to as set out in clause 1.44. This does not affect Our right to charge you interest under clause 1.45; or
 - (b) you break the contract in any other material way and you do not correct or fix the situation within thirty days of Us asking you to in writing.

INFORMATION ABOUT US AND HOW TO CONTACT US

- 1.61 We are a company registered in England and Wales. Our company registration number is 04108225 and Our registered office is at The Manse, The Drive, Rivenhall End, Witham, Essex CM8 3HR. Our registered VAT number is 759882852.
- 1.62 If you have any questions or if you have any complaints, please contact Us. You can contact Us by telephoning Our customer service team at 01376 550009 or by e-mailing Us at enquiries@rccoppinltd.co.uk.
- 1.63 If you wish to contact Us in writing, or if any clause in these Terms requires you to give Us notice in writing (for example, to cancel the contract), you can send this to Us by e-mail, by hand, or by pre-paid post to R C Coppin Limited at Unit 2, Park Drive Industrial Estate, Braintree, Essex. We will confirm receipt of this by contacting you in writing. If We have to contact you or give you notice in writing, We will do so by e-mail, by hand, or by pre-paid post to the address you provide to Us in the Order.

HOW WE MAY USE YOUR PERSONAL INFORMATION

- 1.64 We will use the personal information you provide to Us to:
- (a) provide the Goods and/or Services;
 - (b) process your payment for such Goods and/or Services; and
 - (c) inform you about similar products or services that We provide, but you may stop receiving these at any time by contacting Us.
- 1.65 You agree that We may pass your personal information to credit reference agencies and that they may keep a record of any search that they do.
- 1.66 We will not give your personal data to any other third party.

OTHER IMPORTANT TERMS

- 1.67 We may transfer Our rights and obligations under these Terms to another organisation, and We will always notify you in writing if this happens, but this will not affect your rights or Our obligations under these Terms.
- 1.68 You may transfer the benefit of the guarantee in clause 1.27 and clause 8.1 to any purchaser of your property subject to notification in writing being sent to us within 3 calendar months of completion of the sale of the property. You may only transfer your other rights or your obligations under these Terms to another person if We agree in writing.
- 1.69 This contract is between you and Us. No other person shall have any rights to enforce any of its terms. However, the purchaser of your property will have the benefit of the guarantee at clause 1.27 if you transfer it to them, but We and you will not need their consent to cancel or make any changes to these Terms.
- 1.70 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.
- 1.71 If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.
- 1.72 These Terms are governed by English law. You and We both agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.