

These Terms and Conditions are the standard terms and conditions that apply to the sale of all Goods via our Website by us, The Surface Distribution Group, trading as Finesse Tiles and Astwick Tiles, a company registered in England & Wales under number 11082548, whose registered address is at The Old Dairy, Church Farm, Astwick, Stotfold, Hitchin, England, SG5 4BH (referred to as “we/us/our”).

## 1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Consumer” is as defined in the Consumer Rights Act 2015;  
 “Contract” means the contract for the purchase and sale of the Goods, as explained in clause 2;  
 “Customer” means you, the Consumer placing an Order with us;  
 “Goods” means the tiles and any other goods which are specified in your Order (and confirmed in our Order Confirmation);  
 “Order” means your order for the Goods;  
 “Order Confirmation” means our acceptance and confirmation of your Order as described in clause 2; and  
 “Website” means [www.finessetiles.co.uk](http://www.finessetiles.co.uk).

1.2 Each reference in these Terms and Conditions to “writing” and “written” includes electronic communications such as email.

## 2. The Contract

2.1 If you wish to place an Order with us, our Website will guide you through the ordering process. Before submitting your Order, you will be given the opportunity to review and amend it. Please ensure that you have checked your Order and that you have read these Terms and Conditions carefully before submitting it, as these Terms and Conditions will form the basis of the Contract between you and us. If you are unsure about any part of these Terms and Conditions, please ask us for clarification.

2.2 By placing an Order with us, you warrant that you are legally capable of entering into binding contracts.

2.3 No part of our Website constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that we may, at our sole discretion, accept. Our acceptance is indicated by us sending you an Order Confirmation by email. Only once we have sent you an Order Confirmation will there be a legally binding Contract between you and us.

2.4 Our Order Confirmation will set out the Goods you have ordered with fully itemised pricing including, where appropriate, taxes, delivery and other charges, our identity and contact details, and the estimated delivery date for the Goods.

2.5 If, for any reason, we do not accept or cannot fulfil your Order, no payment will be taken under normal circumstances. If we have taken payment, any such sums will be refunded to you as soon as possible (and in any event, within 14 days).

2.6 Once your Order has been accepted as detailed in clause 2.3, we cannot accept any changes to it.

## 3. Description and Specification of Goods

3.1 We have made every reasonable effort to ensure that the Goods conform to the images and descriptions provided on our Website. However, please note that certain colours when shown on your electronic device may look different to the actual colour of the Goods.

3.2 Please also note that subsequent Orders of the same Goods may look slightly different and we cannot guarantee they will match any previous batch.

3.3 We supply Goods only in the minimum units stated on the Website, or in multiples of those units. When you enter the area you need in m<sup>2</sup>, our Website will calculate this into a number of boxes. You will need to include for wastage and our Website will remind you of this, however, we cannot be held responsible for determining the quantity of Goods needed.

3.4 We reserve the right to make any changes in the specification of the Goods that may be required to conform to any applicable safety or other legal or regulatory requirements, without notice.

3.5 We do not represent or warrant that particular Goods will be available. If the Goods are not available, the provisions of clause 2.5 will apply.

## 4. Price and Payment

4.1 You can request a maximum of five free samples. Any additional samples required will be chargeable.

4.2 The price of the Goods will be that shown on our Website at the time of your Order. Our prices may change at any time but these changes will not affect any Orders that we have already accepted. All prices include VAT, where applicable.

4.3 We have made every reasonable effort to ensure that the prices on our Website are correct. If we find, or are made aware of, any typographical, clerical or other accidental errors or omissions on our Website, we will make every effort to correct such errors or omissions as soon as is reasonably possible.

4.4 If there is an obvious pricing error on our Website, we will be under no obligation to provide the Goods to you at the incorrect (lower) price, even

after we have sent you an Order Confirmation, if the price error is unmistakable and you could have been reasonably expected to recognise it as a mispricing. Prices will be checked when we process your Order.

4.5 We may choose to run special offers. These will be for a limited time and will apply only to Orders placed within the specified timeframe.

4.6 We offer free delivery for Orders over £500. Delivery options and any charges for Orders below this amount will be presented to you as part of the Order process. Payment for the Goods and any applicable delivery charges must always be made at the time of Order and you will be prompted to pay during the Order process. We reserve the right to charge additional delivery fees for any Orders that include special Goods including but not limited to tiles larger than 1200mmx1200mm.

4.7 All payments made via the Website will go through a payment gateway provider, such as PayPal. No credit or debit card information is provided to us and completion of the transaction will be subject to you agreeing to the payment gateway provider’s terms and conditions. A separate contractual relationship will be created between you and this third party and we cannot be held liable for any errors, actions, omissions or incorrect charges that may be made by them.

## 5. Delivery

5.1 We can currently only deliver to mainland UK addresses. If we cannot fulfil your Order, the provisions of clause 2.5 will apply.

5.2 Orders will normally be dispatched within 2 to 3 weeks after the date of our Order Confirmation. In any event, Goods will be delivered within 30 days after the date of our Order Confirmation unless otherwise agreed or specified during the Order process (subject to delays caused by events outside of our control – see clause 10).

5.3 If your Order has not arrived by the estimated delivery date, please contact us as soon as possible by telephone, followed up in writing, so we can investigate.

5.4 Delivery will be to the kerbside only. If there are likely to be any delivery restrictions to your chosen address, you must contact us before placing your Order, as this may incur additional costs. Where you are responsible for offloading the Goods, you shall be responsible for the health and safety of your operatives and the risk in the tiles, where we are responsible for offloading the Goods this may be subject to an additional charge.

5.5 Orders will be delivered by courier unless otherwise agreed and you will be required to sign for the Goods. You will need to check for any obvious damage at this time and report any issues to us within 24 hours – this is subject to your rights under clause 6. If no-one is available at your delivery address to sign for the Goods, the courier company will leave a delivery note explaining how to rearrange delivery. If you do not rearrange delivery within 7 days, we will contact you to ask you how you wish to proceed. If we cannot contact you or arrange redelivery, we will treat the Contract as cancelled and recover the Goods. If this happens, you will be refunded the purchase price of the Goods themselves, but not the cost of delivery. We may also charge you for any reasonable additional costs that we incur in recovering the Goods.

5.6 In the unlikely event that we fail to deliver the Goods within 30 days of our Order Confirmation (or as otherwise agreed in clause 5.2), you may treat the Contract as being at an end immediately if we have refused to deliver your Goods or if you told us when ordering the Goods that delivery within that time period was essential.

5.7 If you do not wish to cancel under clause 5.6 or none of those circumstances apply, you may specify a new (reasonable) delivery date. If we fail to meet the new deadline, you may then treat the Contract as being at an end.

5.8 You may only cancel all (not part) of your Order under clauses 5.6 or 5.7. Any sums that you have already paid for cancelled Goods and their delivery will be refunded to you within 14 days. Please note that if any cancelled Goods are delivered to you, you must return them to us or arrange with us for their collection. In either case, we will bear the cost of returning the cancelled Goods.

5.9 Delivery will be deemed to have taken place when the Goods have been delivered to the delivery address indicated in your Order and you (or someone identified by you) have taken physical possession of the Goods.

5.10 Where the Goods are to be delivered in instalments, each delivery will constitute a separate contract and failure by us to deliver any one or more of the instalments in accordance with these Terms and Conditions will not entitle you to treat the Contract as a whole as repudiated.

5.11 The responsibility (sometimes referred to as the “risk”) for the Goods remains with us until delivery is complete as defined in clause 5.9, at which point it will pass to you. You own the Goods only once we have received payment in full of all sums due (including any delivery charges).

5.12 If you are not willing or able to accept the Goods for delivery when they are ready to be dispatched, and we agree to store them, the storage will be chargeable.

## 6. Faulty, Damaged or Incorrect Goods

6.1 By law, we must provide Goods that are of satisfactory quality, fit for

- purpose, as described at the time of purchase, in accordance with any pre-contract information we have provided, and that match any samples that you have seen or examined (subject to clause 3.2 and unless we have made you aware of any differences). If any Goods you have purchased do not comply and, for example, have faults or are damaged when you receive them, or if you receive incorrect (or incorrectly priced) Goods, please contact us as soon as reasonably possible to inform us of the fault, damage or error, and to arrange for the following remedy/remedies:
- 6.1.1 Beginning on the day that you receive the Goods (and ownership of them) you have a 30 calendar day right to reject the Goods and receive a full refund if they do not conform as stated above.
- 6.1.2 If you do not wish to reject the Goods, or if the 30 calendar day rejection period has expired, you may request a replacement. We will bear any associated costs and will provide the replacement within a reasonable time and without significant inconvenience to you. In certain circumstances, where a replacement is impossible or otherwise disproportionate, we may instead offer you a full refund. If you request a replacement during the 30 calendar day rejection period, that period will be suspended while we provide the replacement and will resume on the day that you receive the replacement Goods. If fewer than 7 calendar days remain out of the original period, it will be extended to 7 calendar days.
- 6.1.3 If, after replacement, the Goods still do not conform (or if we have failed to act within a reasonable time or without significant inconvenience to you), you may have the right either to keep the Goods at a reduced price, or reject them in exchange for a refund.
- 6.1.4 If you exercise the final right to reject the Goods more than six months after you have received the Goods, we may reduce any refund to reflect the use that you have had out of the Goods.
- 6.1.5 Within a period of six years after you have received the Goods, if the Goods do not last a reasonable length of time, you may be entitled to a partial refund. However, after six months have passed since you received the Goods, you will need to prove that the defect or non-conformity existed at the time of delivery.
- 6.2 Please note that you will not be eligible to claim under this clause 6 if we informed you of the fault(s), damage or other problems with the Goods before you purchased them (and it is because of the same issue that you now wish to return them); if you have purchased the Goods for an unsuitable purpose that is neither obvious nor made known to us and the problem has resulted from your use of the Goods for that purpose; or if the problem is the result of normal wear and tear, misuse or intentional or careless damage. Please also note that you may not return Goods to us under this clause 6 merely because you have changed your mind – please refer to clause 7 for this.
- 6.3 To return Goods to us for any reason under this clause 6, please contact us to arrange for the return. We will be fully responsible for the costs of returning Goods under this clause 6 and will reimburse you where appropriate.
- 6.4 Any and all refunds issued under this clause 6 will be issued within 14 calendar days of the day on which we agree that you are entitled to the refund, including all delivery costs paid by you when the Goods were originally purchased, and will be made using the same payment method that you used when ordering the Goods, unless you specifically request that we use a different method.
- 7. Cancelling and Returning Goods if You Change Your Mind**
- 7.1 If you are a Consumer in the European Union, you have a legal right to a “cooling-off” period within which you can cancel the Contract for any reason. This period begins once your Order is complete and we have sent you your Order Confirmation, i.e. when the Contract between you and us is formed. You may also cancel before we send the Order Confirmation.
- 7.2 If the Goods are being delivered to you in a single instalment, the cooling-off period ends 14 calendar days after the day on which you (or someone you nominate) receive(s) the Goods. If the Goods are being delivered in separate instalments on separate days, the cooling-off period ends 14 calendar days after the day on which you (or someone you nominate) receive(s) the final instalment of Goods. The cooling off period does not apply to bespoke items.
- 7.3 If you wish to exercise your right to cancel under this clause 7, you must inform us of your decision within the cooling-off period. You may do so in any way you wish. Cancellation by email or by post is effective from the date on which you send us your message. Please note that the cooling-off period lasts for whole calendar days. If, for example, you send us an email or letter by 23:59:59 on the final day of the cooling-off period, your cancellation will be valid and accepted.
- 7.4 Please ensure that you return Goods to us no more than 14 calendar days after the day on which you informed us of your wish to cancel under this clause 7.
- 7.5 You may return Goods to us using a suitable delivery service of your choice. We recommend you use a service that provides proof of delivery. Please note that you must bear the costs of returning Goods to us if cancelling under this clause 7 and you must return the total Order in full. We will reimburse standard delivery charges in full as part of your refund. However, we cannot reimburse for premium delivery.
- 7.6 Refunds under this clause 7 will be issued to you within 14 days from:
- 7.6.1 the day on which we receive the Goods back; or
- 7.6.2 the day on which you inform us (with evidence) that you have sent the Goods back (if this is earlier than under clause 7.6.1);
- 7.6.3 if we have not yet provided an Order Confirmation or have not yet dispatched the Goods, the day on which you inform us that you wish to cancel the Contract.
- 7.7 Refunds may be reduced for any diminished value in the Goods resulting from your excessive handling of them (e.g. more than would be permitted in a shop) or resulting from improper storage of the Goods (e.g. not kept in clean, dry storage).
- 7.8 Refunds under this clause 7 will be made using the same payment method that you used when ordering the Goods, unless you specifically request we make a refund using a different method.
- 8. Cancellations by Us:** We may cancel your Order at any time before we dispatch the Goods to you. If we cancel your Order and you have already paid for the Goods under clause 4, the payment will be refunded to you within 14 days. If we cancel your Order, we will confirm this in writing.
- 9. Our Liability**
- 9.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms and Conditions or as a result of our negligence or breach of contract. Loss or damage is foreseeable if it is an obvious consequence of our breach or negligence or if it is contemplated by you and us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- 9.2 Under no circumstances will we be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity whatsoever.
- 9.3 Nothing in these Terms and Conditions seeks to exclude or limit our liability for death or personal injury caused by our negligence (including that of our employees or sub-contractors); or for fraud or fraudulent misrepresentation.
- 9.4 Nothing in these Terms and Conditions seeks to exclude or limit any of your rights as a Consumer. More information can be obtained from your local Citizens’ Advice Bureau or Trading Standards Office.
- 9.5 If you wish to complain about any aspect of your dealings with us, please contact us in writing so we can investigate.
- 10. Events Outside of Our Control (Force Majeure):** We will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, pandemic, epidemic, subsidence, act of terrorism or war, governmental action, other natural disaster, or any other event that is beyond our control.
- 11. How We Use Your Personal Information:** All personal information that we may collect will be collected, used and held in accordance with the provisions of the Data Protection Act 2018 and the General Data Protection Regulation 2016 and any subsequent amendments. For further information, please refer to our Privacy Policy on our Website.
- 12. Other Important Terms**
- 12.1 We may transfer (assign) our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (if, for example, we sell our business). If this occurs, we will inform you in writing. Your rights under these Terms and Conditions will not be affected and our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.
- 12.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without our express written permission.
- 12.3 The Contract is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 12.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that/those provision(s) will be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions will be valid and enforceable.
- 12.5 No failure or delay by us in exercising any of our rights under these Terms and Conditions means that we have waived that right, and no waiver by us of a breach of any provision of these Terms and Conditions means that we will waive any subsequent breach of the same or any other provision.
- 13. Governing Law and Jurisdiction:** These Terms and Conditions and the Contract between you and us will be governed by, and construed in accordance with, the laws of England and Wales and any dispute will fall within the jurisdiction of the courts of England and Wales.