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## STANDARD TERMS AND CONDITIONS FOR THE SALE OF GOODS

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### BACKGROUND:

These Terms and Conditions are the standard terms for the sale of goods via the internet by RF Landscape Products 1990 Ltd trading as Contemporary Paving a limited company registered in England under number 7418357, whose registered address is A19 Doncaster Road, Whitley, Goole, East Yorkshire DN14 0JW and whose main trading address is A19 Doncaster Road, Whitley, Goole, East Yorkshire DN14 0JW.

### 1. Definitions and Interpretation

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

<b>“Business Day”</b>	means any day other than Saturday or Sunday or bank holiday;
<b>“Calendar Day”</b>	means any day of the year;
<b>“Chosen Carrier”</b>	means TPN network whom We shall use to dispatch the Goods to you;
<b>“Contract”</b>	means the contract for the purchase and sale of Goods, as explained in Clause 3;
<b>“Goods”</b>	means the goods which are to be supplied by Us to you as specified in your Order (and confirmed in Our Order Confirmation);
<b>“Month”</b>	means a calendar month;
<b>“Order”</b>	means your order for the Goods, made via our website on the internet;
<b>“Order Confirmation”</b>	means Our acceptance and confirmation of your Order as described in Clause 3;
<b>“Pre-Contract Information”</b>	means information about Contemporary Paving the Goods, pricing, and your legal rights that We are required to provide under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 some of which will be provided on the telephone, and all of which will be made available to you via our terms and conditions.
<b>“Premium Delivery”</b>	means Our premium delivery option(s), available for an additional charge over Standard Delivery as set out in sub-Clause 6.6.2;
<b>“Price”</b>	means the price payable for the Goods;
<b>“Returns Address”</b>	Means Contemporary Paving - A19 Doncaster Road, Whitley, Goole, East Yorkshire DN14 0JW
<b>“Special Price”</b>	means a special offer price payable for the Goods;

- “Standard Delivery”** means Our standard delivery method, via a TPN network and
- “We/Us/Our”** means RF Landscape Products 1990 Ltd , trading as Contemporary Paving, registered in England under number 7418357 whose registered address A19 Doncaster Road, Whitley, Goole, East Yorkshire DN14 0JW and whose main trading address is A19 Doncaster Road, Whitley, Goole, East Yorkshire DN14 0JW.

- 1.2 Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications whether sent by email, text message, fax or other means.

## 2. Information About Us

- 2.1 RF Landscape Products 1990 Ltd trading as Contemporary Paving is a limited company registered in England under number 7418357 whose registered address is A19 Doncaster Road, Whitley, Goole, East Yorkshire DN14 0JW and whose main trading address is A19 Doncaster Road, Whitley, Goole, East Yorkshire DN14 0JW
- 2.2 Our VAT number is 100685936

## 3. The Contract

- 3.1 These Terms and Conditions govern the sale of goods by us via telephone, Email and the internet and will form the basis of the Contract between Us and you. Before submitting your Order, you must read the following terms and conditions and you should ensure that you have read these Terms and Conditions and the Pre-Contract Information carefully.
- 3.2 Nothing provided by Us including, but not limited to, information given over the telephone, sales and marketing literature, price lists and other information constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at our discretion, accept.
- 3.3 A legally binding contract between Us and you will be created upon Our acceptance of your Order, indicated by Our Order Confirmation. Order Confirmations will be provided in writing via the internet `when placing the order or via email.

## 4. Description and Specification of Goods

- 4.1 We have made every reasonable effort to ensure that the Goods conform to illustrations, photographs and descriptions provided in Our sales and marketing literature. We cannot, however, guarantee that all descriptions, illustrations and/or photographs will be precisely accurate due to discrepancies in the printing process and is only as accurate as printing will allow us. We will not be liable to you for loss of profits or loss of business, depletion of goodwill or for any indirect or consequential loss or other consequential compensation. Our total liability to you (whether in contract, tort

(including negligence), statute or otherwise) shall in no event exceed the Price.

- 4.2 If We find, or are made aware of, any typographical, clerical or other accidental errors or omissions in any verbal descriptions, sales and marketing literature, price lists or any other information We will make every reasonable effort to correct such errors or omissions as soon as is reasonably possible. If, as a result of any such error or omission, you have received the wrong Goods, you may return the Goods to Us as provided in Clause 8. If as a result of any such error or omission, you have paid too much, We will refund the excess paid for the Goods.
- 4.3 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.

## 5. Orders

- 5.1 All Orders for Goods made by you via the internet and telephone will be subject to these Terms and Conditions.
- 5.2 You may change your Order up to 24 hours after the order is placed. Requests to change Orders must be made via email.
- 5.3 If your Order is changed We will inform you of any change to the Price when you contact Us, and will confirm the change via email.
- 5.4 If you change your mind, you may cancel your Order at any time before We dispatch the Goods by contacting Us. Please refer to Clause 9 for details of your cancellation rights.
- 5.5 We may cancel your Order at any time before We dispatch the Goods in the following circumstances:
  - 5.5.1 The Goods are no longer in stock and We are unable to re-stock (if, for example, the Goods are discontinued); or
  - 5.5.2 An event outside of Our control continues for more than 4 months (please see Clause 10 for events outside of Our control).
- 5.6 If We cancel your Order under sub-Clause 5.5 and you have already paid for the Goods, the payment will be refunded to you within 14 calendar days. If We cancel your Order, you will be informed by email or telephone and the cancellation will be confirmed in writing by email.

## 6. Price and Payment

- 6.1 The Price of the Goods will be that given by Our salespeople and/or our website at the time of your Order.
- 6.2 Our Prices may change at any time but these changes will not affect any Orders that We have already accepted.
- 6.3 We have made every reasonable effort to ensure that Our Prices, as shown on our website are correct. Prices will be checked when We process your Order. If the correct Price of the Goods is lower than that shown on our website you will be charged the lower Price. If the correct Price of the Goods is higher than that shown on our internet. We will inform you and ask you how you wish to proceed.

- 6.4 All Prices include VAT. If the rate of VAT changes between the date of your Order and the date of your payment, We will adjust the rate of VAT that you must pay. Changes in VAT will not affect any Prices where We have already received payment from you.
- 6.5 Our Prices do not include the cost of delivery. We normally offer the following delivery options. The cost of your chosen delivery method will be added on to the final sum due (please refer to the delivery document located at the top of the website for delivery pricing information):
- 6.6 All payments for Goods must be made in advance before We can dispatch the Goods to you.
- 6.7 We accept the following methods of payment:
  - 6.7.1 Debit or Credit Card;
- 6.8 We add a 2.85% surcharge for the use of credit cards.
- 6.9 Credit and/or debit cards will be charged at the point of sale but may take a few days to process dependant on your bank.

## 7. Delivery

- 7.1 Please note that delivery is only possible to the United Kingdom Mainland.
- 7.2 When We send you an Order Confirmation, We will provide, along with a confirmation of the Pre-Contract Information, an estimated delivery date. Please note that estimated delivery dates may vary according to the availability of Goods and your location. In any event, subject to any circumstances beyond Our control, and subject to any longer period to which you agree when placing your Order (for Goods that We stock only on demand, for example), Goods will be delivered to you no more than 30 Calendar Days after the date that the Contract is formed (see sub-Clause 3.3).
- 7.3 We often use an independent delivery company for which we are not responsible so we cannot guarantee delivery times.
- 7.4 The Goods will be offloaded at the nearest accessible point to the Delivery Address at the discretion of the driver, which most likely will be the kerb side. The driver will not handle the Goods further.
- 7.5 You must make us aware of any access restrictions or difficulties for a large lorry at the point of order and you must ensure a responsible person is at the Delivery Address at the time of Delivery to supervise the offload and sign for the Goods.
- 7.6 The cost of delivery is in addition to the Price and subject to VAT. If you qualify for free delivery (please see the delivery conditions) then this is at RF Landscape Products goodwill. Surcharges are applicable and will be applied to the total for particular postcodes in Scotland and also London. Please see the delivery conditions to see these detailed charges.
- 7.7 If we are not able to deliver the Goods as a result of you not complying with your obligations under these terms, the Goods will be retained by the driver and you will be responsible for any re-delivery or storage charges.

- 7.8 You may only collect your Goods from our Whitley site by prior arrangement and only in a vehicle capable of being fork-lift loaded (unless otherwise agreed in writing). There are details regarding your responsibilities in the delivery document. If you arrange transportation of the Goods, it is at your own risk and we will not accept claims for damage or breakages.
- 7.9 If you indicate when placing your Order that you wish to collect the Goods from Us yourself you may do so after receiving Our Order Confirmation, during Our business hours of Monday – Friday 8.00am – 5.00pm.
- 7.10 Delivery will be deemed to have taken place when the Goods have been received by you (or another person identified by you at your chosen delivery address or, if you are collecting the Goods from Us yourself, when you have collected the Goods.

## 8. Your Right to Cancel If You Change Your Mind

- 8.1 As a consumer in the European Union you have a statutory right to cancel your Contract with Us up to 14 Calendar Days after the Goods come into your physical possession (i.e. you or another person identified by you taking delivery of the Goods under sub-Clause 7.4). You may cancel your Contract and return the Goods to Us for any reason under this right. If you wish to cancel your Order before receiving Our Order Confirmation or if you wish to cancel the Contract after receiving the Order Confirmation but before We have dispatched the Goods.
- 8.2 If you wish to exercise your right to cancel under this Clause, you must inform Us of your decision. You may do so in any way that is convenient to you. Please ensure that you inform Us of your decision to cancel before the period in sub-Clause 8.1 expires. (Note that the cancellation period is defined as whole Calendar Days. If, for example, you send Us an email or a letter by 23:59 on the final day of the cancellation period, your cancellation will be valid and accepted.)
- 8.2.1 By telephone on 01977 782240.
- 8.2.2 By email on [sales@contemporarypaving.co.uk](mailto:sales@contemporarypaving.co.uk) ;
- 8.3 Please note that your statutory right to cancel may be lost in the following cases:
- 8.3.1 If the Goods have been inseparably mixed with other items (according to their nature) after you have received them.
- 8.4 You must return the Goods to Us no more than 14 Calendar Days after the day on which you have informed Us that you wish to cancel.
- 8.5 You may return Goods to Us in person during Our business hours of 8.00am – 5.00pm Monday – Friday or you may return them **by** another suitable delivery service of your choice to Our Returns Address. For Goods returned under this Clause 8, We will reimburse you for reasonable postage or shipping costs via a pallet network that we have already agreed to us via email to you.
- 8.6 Refunds under this Clause 8 will be issued to you within 14 Calendar Days of the following:
- 8.6.1 The day on which We receive the Goods back; or

- 8.6.2 The day on which you inform Us (supplying evidence) that you have sent the Goods back (if this is earlier than the day under sub-Clause
- 8.6.3 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.
- 8.7 Refunds under this Clause 8 may be subject to deductions in the following circumstances:
- 8.7.1 Refunds may subject to deductions for any diminished value in the Goods resulting from your excessive handling of them. For the purposes of this Clause 9, “excessive handling” means any more handling than is reasonably required to ascertain the nature and characteristics of the Goods in question (e.g. no more than would be permitted in a shop).
- 8.7.2 We will make no deductions for damage to delivery packaging (i.e. additional packaging into which We have placed the Goods in their original packaging such as bubble wrap and a brown box) but We may make deductions if the original packaging has been damaged (e.g. torn or otherwise unsealed in a way that would make it difficult or impossible to reseal the packaging and resell the Goods in “new” condition).
- 8.7.3 Standard Delivery charges (see sub-Clause 7.6) will be reimbursed in full along with the Price of the Goods, however We cannot reimburse any additional costs for Premium Delivery. If you chose a Premium Delivery option when you ordered the Goods, We will only reimburse the equivalent Standard Delivery costs as part of your refund.
- 8.8 Refunds under this Clause 8 will be made using the same payment method you used when ordering the Goods unless you specifically request that We make a refund using a different method.

## 9. Our Liability

9.1 We reserve the right to charge a restocking and collection charge for goods returned to us on a case by case basis that will be confirmed via email.

9.2 We take care to ensure that all of our Goods leave us in perfect condition. If there is any obvious damage to the Goods, please make a note of the damage on the delivery note. If the Goods are deemed and proven to be damaged on delivery, by way of documentary evidence such as a photograph, we will bear the cost of re-delivery and replacement Goods. Please note that you will still be required to notify us under clause 9.3 and 9.4.

9.3 You must inspect the Goods at the time of delivery or collection (whichever option is applicable) to ensure that they are the correct type, of an acceptable quality, undamaged and the correct amount and if they are not, you must notify us within 48 hours of delivery or collection (whichever option is applicable.) We will either refund to you the Total Price or make available replacement Goods (at your option). If the fault with the order proves to be an error on our part, we will bear the cost of redelivery of replacement Goods and collection of the original Goods. If the goods are damaged or

of an unsatisfactory quality, we reserve the right to request documentary evidence, such as a photograph, in support of your statement as evidence. If you do not reject them within this time, or if you have installed them, you will be deemed to have accepted them and we will have no liability to you. . If the fault with the order proves to be an error on your part, you will be required to bear the cost of redelivery of replacement Goods and collection of the original Goods. The foregoing sets out your only rights and remedies in relation to the Goods and all other terms and conditions, express and implied, relating to the quality or fitness for purpose of the Goods are hereby excluded to the fullest extent permitted by law.

9.4 We cannot be held responsible for damage that occurs after delivery or if you decide, after the collection of the goods. We will not be liable to you for loss of profits or loss of business, depletion of goodwill or for any indirect or consequential loss or other consequential compensation. Our total liability to you (whether in contract, tort (including negligence), statute or otherwise) shall in no event exceed the Price.

## 10. **Events Outside of Our Control (Force Majeure)**

10.1 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, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.

10.2 If any event described under this Clause 10 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:

10.2.1 We will inform you as soon as is reasonably possible;

10.2.2 Our obligations under these Terms and Conditions will be suspended and any time limits that We are bound by will be extended accordingly;

10.2.3 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Goods as necessary;

10.2.4 If the event outside of Our control continues for more than 4 months We will cancel the Contract and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible;

10.2.5 If an event outside of Our control occurs and you wish to cancel the Contract, you may do so. Any refunds due to you as a result of such cancellation will be paid to you as soon as is reasonably possible.

## 11. **Communication and Contact Details**

12. If you wish to contact Us with general questions or complaints, you may contact Us by telephone at 01977 782240 or by email at [sales@contemporarypaving.co.uk](mailto:sales@contemporarypaving.co.uk)

12.1 For orders, payments and delivery please contact Us by telephone at 01977 782240 or by email at [sales@contemporarypaving.co.uk](mailto:sales@contemporarypaving.co.uk)

12.2 In certain circumstances you may wish to contact Us about specific issues:

12.2.1 For cancellations under your right to a cooling off period please refer to Clause 8.

## 13. **Complaints and Feedback**

13.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.

13.2 If you wish to complain about any aspect of your dealings with Us, please contact Us in one of the following ways:

13.2.1 In writing, addressed RF Landscape Products 1990 Ltd, By email, addressed to

: RF Landscape Products at [info@rflandscapeproducts.co.uk](mailto:info@rflandscapeproducts.co.uk)

13.2.2 By contacting Us by telephone on 01977 782240.

## 14. **How We Use Your Personal Information (Data Protection)**

14.1 All personal information that We may collect (including, but not limited to, your name, address and telephone number) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and your rights under that Act.

14.2 We may use your personal information to:

14.2.1 Provide Our Goods and services to you;

14.2.2 Process your Order (including payment) for the Goods; and

14.2.3 Inform you of new products and/or services available from Us (if you opt or have previously opted to receive it). You may request that We stop sending you this information at any time.

14.3 In certain circumstances (if, for example, you wish to purchase Goods on credit), and with your consent, We may pass your personal information on to credit reference agencies. These agencies are also bound by the Data Protection Act 1998 and should use and hold your personal information accordingly.

14.4 We will not pass on your personal information to any third parties without first obtaining your express permission.

## 15. **Other Important Terms**

15.1 We may transfer (assign) Our obligations and rights under these Terms and



Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, you will be informed by Us 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.

- 15.2 You may not transfer (assign) your other obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.
- 15.3 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.
- 15.4 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) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.
- 15.5 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.

## 16. **Governing Law and Jurisdiction**

- 16.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with English law..
- 16.2 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.