

Delivery Information

Extract from main T&C's

9. Delivery

- 9.1 We will ensure that
 - 9.1.1 each delivery of the Goods is accompanied by a delivery note: and
 - 9.1.2 if we require you to return any packaging material to us, that fact is clearly stated on the delivery note. Provided that you make any such packaging materials available for collection at such times as we reasonably request, returns of packaging materials will be at our expense.
- 9.2 After we confirm to you the Goods are ready for delivery, we will deliver the Goods to the location set out in the Order or such other location we may agree with you in writing ("Delivery Location") during our normal working hours on a day (other than a Sunday or a public holiday) (a "Business Day").
- 9.3 We reserve the right to refuse delivery to you, subject to clause 9.3.1 if at our absolute discretion we deem the Delivery Location unsuitable or unsecure; or
 - 9.3.2 there is nobody available to sign for the Goods on our first delivery attempt at the Delivery Location.
- 9.4 In the event of any refusal of delivery in accordance with clause 9.3 we will make all reasonable attempts to re-arrange delivery with you in writing or over the phone
- 9.5 Where we agree to deliver the Goods to you, delivery will be completed (and risk in the Goods will transfer to you) on the Goods' arrival at the Delivery Location. Please note that in some cases we only offer kerbside delivery. In which case you are responsible for transporting the Goods inside your property from the kerbside. In all circumstances, you will be solely responsible for the unloading of the Goods and we will not be liable for any damage that occurs during such unloading. In the event that it takes longer than one hour to complete unloading from the time of the Goods' arrival at the Delivery Location, we may charge you demurrage at the standard rates set out on our site.
- 9.6 Where the Goods are collected by you then delivery of the Goods will be completed (and risk and title in the Goods will transfer to you) upon commencement of the loading of the Goods. We will not be liable for any damage that occurs during the loading or unloading of the Goods.
- 9.7 Any claims by you in respect of alleged shortage or damage or (where we are delivering the Goods) loss in transit must be notified to us within 24 hours of delivery and confirmed in writing within three days of delivery taking place. Any evident damage to external packaging must be the subject of an endorsement on our delivery note at the time of delivery. No claim can be made by you under this clause if an acceptance note relating to the Goods has been signed by you or your agent or employee without reference to the alleged damage, shortage or loss in transit.
- 9.8 If we fail to deliver the Goods, our liability will be limited to the costs and expenses incurred by you in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. We will have no liability for any failure to deliver the Goods to the extent that such failure is caused by an Event Outside Our Control (as defined below in clause 15.2), your failure to provide us with adequate delivery instructions for the Goods, your failure to provide a suitable Delivery Location, or your failure to provide any relevant instruction related to the supply of the Goods.
- 9.9 If you fail to accept or take delivery of the Goods within seven Business Days of our notification that the Goods are ready, then except

- where such failure or delay is caused by an Event Outside Our Control or by our failure to comply with its obligations under the Contract in respect of the Goods:
 - 9.9.1 delivery of the Goods will be deemed to have been completed at 9.00 am on the Business Day following the day of our notification; and
 - 9.9.2 we will store the Goods until delivery takes place, and charge you for the reasonable costs and expenses (including insurance) which we incur in respect of such storage.
- 9.10 If you have not taken delivery of the Goods within 28 days of our notification that the Goods are ready for delivery, we may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to you for any excess over the price of the Goods or charge you for any shortfall we suffer below the price of the Goods where the Goods have been manufactured to your specification.
- 9.11 We may deliver the Goods by instalments, which will be invoiced and paid for separately. Each instalment will constitute a separate contract. Any delay in delivery or defect in an instalment will not entitle you to cancel any other instalment.
- 9.12 We will be under no obligation to make any delivery of Goods to you if you are in breach of any of these Terms.
- 9.13 If we miss the delivery deadline for any Goods then you may cancel your Order straight away if any of the following apply:
 - 9.13.1 we have refused to deliver the Goods;
 - $9.13.2\,delivery$ within the delivery deadline was essential (taking into account all the relevant circumstances); or
 - 9.13.3 you told us before we accepted your order that delivery within the delivery deadline was essential.
- 9.14 If you do not wish to cancel your Order straight away, or do not have the right to do so under clause 9.13, you can give us a new deadline for delivery, which must be reasonable, and you can cancel your Order if we do not meet the new deadline.
- 9.15 If you do choose to cancel your Order for late delivery under clause 9.13 or clause 9.14, you can do so for just some of the Goods or all of them, unless splitting them up would significantly reduce their value. If the Goods have been delivered to you, you will have to return them to us or allow us to collect them, and we will pay the costs of this. After you cancel your Order we will refund any sums you have paid to us for the cancelled Goods and their delivery.
- 9.16 If no one is available at the Delivery Location to take delivery and the Goods cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange delivery or collect the Goods. Where you request a redelivery, you will be charged for the redelivery and we will notify you of the cost prior to booking the redelivery with you.

10. No international delivery

- 10.1 Unfortunately, we do not deliver to addresses outside the UK. 10.2 Our site does not validate the delivery address provided by you. Any Order with an international (non-UK) delivery address will be accepted by our site. We will pass details of your requirements to our International Branch (based in the UK). Our International Branch will contact you to provide you details of how you can purchase the Goods outside of the UK.
- 10.3 These terms are not applicable to any Order for international delivery.