

STANDARD TERMS AND CONDITIONS

1. In these standard conditions the following shall have the meaning set out in this clause unless the context otherwise requires:

‘Conditions’	Those terms set out in these standard conditions and any special conditions which the Seller has agreed in writing with the Buyer.
‘Consumer’	A person who neither enters into a contract with Us in the course of business nor holds himself out as doing so.
‘Goods’	Those articles which the Buyer has agreed to purchase.
‘Delivery Date’	The date upon which the Seller undertakes to deliver the Goods to the Buyer.
‘Quotation’	A quotation given by the Seller to the Buyer.
‘Price’	The price at which the Seller has agreed to sell and the Buyer to buy the Goods.
‘Our’, ‘Us’, ‘We’	JR Lakatos Limited (Company Registration Number 08003260), trading as Total Wall Coverings, whose registered office is at 27 Meadow Bank Park, Leominster, Herefordshire, HR6 0QN
‘You’	An individual who is a Consumer has agreed to buy the goods from the Seller.
2. The headings in these Conditions do not form a part thereof.
3. Words importing the masculine import the feminine.
4. These Conditions apply to all contracts of sale between us to the exclusion of all others save where We agree in writing that the Conditions may be so varied.
5. The placing of any order by You shall be deemed to be an offer to purchase Goods subject to these Conditions. The earlier payment for the Goods from the Us shall be conclusive evidence of acceptance of these Conditions.
6. No variation of these terms shall be effective unless contained in a document signed by Us.
7. These Conditions will not affect any statutory rights which You may be entitled to from time to time and which by law cannot be varied or excluded
8. **Price**
 - 8.1. The Price of the Goods shall be that set out in the Quotation along with the costs of delivery.
 - 8.2. The quoted Price of the Goods and the costs of delivery includes VAT at the applicable rate.
9. **Payment**

Payment for the Goods and the costs of delivery of the Goods is due when You place your order with Us.
10. **The Goods**

The quantity and description of the Goods supplied under these Conditions shall be as set out or identified in the Quotation.
11. **Warranty as to conformity with description**
 - 11.1. We warrant that the Goods supplied under these Conditions will correspond, at the time of delivery, with the description We have given to You.
 - 11.2. Where You have provided Us with a full and complete description of the application of the Goods at Your premises in writing and we have given our Quotation based on that information, we warrant that the Goods we warrant that the Goods will be of satisfactory quality and fit for the purpose that You seek, subject to you complying with the manufacturers’ installation guidelines, health and safety data and any other information which we may supply with the Goods or by email.
 - 11.3. All other warranties, terms or conditions relating to quality, fitness for purpose or condition, whether implied by common law or statute, or express are excluded save where to do so would be by law impermissible.
12. **Delivery**
 - 12.1. Where the Goods are not in stock at the time of You placing the order We reserve the right to ship the Goods to You up to 30 days from the date of You placing the order with Us.
 - 12.2. Risk shall pass on delivery of the Goods at your address given in the Quotation.
 - 12.3. Delivery shall be on the Delivery Date but in respect thereof time shall not be of the essence although the Seller will use its best endeavours to effect it at the date therein specified. No liability will accrue to the Seller for late delivery of the Goods and in respect of short or non-delivery its liability shall be limited to a refund of that part of the purchase price which reflects the non-delivery or shortfall or the making up of such short delivery at the Seller’s discretion.
13. **Liability for breach**
 - 13.1. Whilst We will endeavour at all times to comply with its legal and contractual obligations to You We do not accept liability for any loss suffered by You as a result of any misrepresentation, misdescription, breach of contract, breach of duty or other act or omission (unless fraudulent) however made or caused which constitutes more than a refund of any sum paid for the Goods.
 - 13.2. We do not accept liability for any consequential economic or other losses suffered by You whether resulting from misrepresentation, misdescription, breach of contract, breach of duty or other act or omission (unless fraudulent) however caused.
 - 13.3. Nothing in these Conditions shall limit the right of either Party to seek to recover damages for personal injury or death occasioned by breach of contract or breach of duty by the other Party, its employees or agents.
14. **Acceptance and Consumer Protection**
 - 14.1. You shall be deemed to have accepted the Goods upon delivery to the address specified in the Quotation.
 - 14.2. You may cancel the purchase within seven working days after the date of delivery under the Consumer Protection (Distance Selling) Regulations 2000 provided you give such notice of cancellation in writing. However, you may not cancel, seek a refund or return the Goods once You have:
 - 14.2.1. used the Goods, unless the Goods are defective and you are returning them for this reason;
 - 14.2.2. broken the seal or shrink wrapping of the Goods, unless the Goods are defective and you are returning them for this reason
 - 14.3. We will not issue a refund unless you return the Goods together with the original packaging including any accessories, instructions, manuals, guarantees and warranties that came with the Goods.
 - 14.4. Title and risk in the Goods will pass on delivery of the returned Goods to our address and we have acknowledged to You in writing that the Goods have been received by Us in an undamaged and complete form together with all the materials referred to in clause 13.2.2. We recommend that You return the Goods fully insured.
15. **Liability after acceptance of the Goods**

We shall have no liability to You in respect of the Goods after they have been accepted by You.
16. **Liability after rejection of the Goods**

If You are entitled to and do reject the Goods We shall have no further obligation to supply goods which conform to those the subject matter of these Conditions.
17. **Law and jurisdiction**

This Agreement is governed by the laws of England and Wales and is subject to the exclusive jurisdiction of the courts of England and Wales.
18. **Invalid clauses**

In the event that any term of these Conditions is found to be invalid or otherwise unenforceable then such term shall be regarded and construed as severable from the Conditions so as not to affect the validity and enforceability of the remainder.