Claybrook.

STANDARD TERMS AND CONDITIONS

Updated 23rd May 2024

1. Definitions

"Agreement" means the agreement by which you agree to purchase and we agree to sell the Goods.

"we" and "us" means Claybrook Studio Limited, registered in England and Wales with company number 10938351, whose registered office is at 123 Curtain Road, Shoreditch, London, EC2A 3BX. VAT registration number; GB 277736759. Website; www.claybrookstudio.co.uk.

"you" means the customer.

"Business Sales" means a sale by us to a business; such as a trade, profession or professional body.

"Consumer Sales" means a sale by us to a person who is purchasing for purposes outside of their normal business and/or for their own use.

"Delivery Address" means the address at which we agree to deliver the Goods.

"Distance Contract" means any contract concerning goods or services between a supplier and a consumer under a distance sales or service provision scheme that makes exclusive use of distance communication up to and including the moment at which a contract is made.

"Goods" means the goods which we agree to provide to you on these terms.

"Delivery Date" means the date on which we agree to deliver the Goods to the Delivery Address.

"Price of the Goods" means the price for the Goods shown as exclusive of VAT and delivery cost.

"Total Price" means the price for the Goods plus any delivery cost and VAT.

2. Order and Sale

2.1 You order and agree to buy, and we agree to sell, the Goods at the Price, subject to these terms and conditions.

2.2 Products which are not standard and are therefore specifically ordered for you or fabricated for you, must be paid for in full before the order/fabrication will be processed, and cannot be cancelled after the order/fabrication process has started.

2.3 When supplying non-standard product, you warrant in that products are unique and any non-acceptance of the Goods entitles the us to the specific performance of the sale, together with damages.

3. Applicable terms, conditions and representations

3.1 These terms are the express terms and conditions governing the Agreement.

3.2 There cannot be a variation or change to anything in this Agreement unless it is agreed in writing and signed by us and you.

3.3 It is your responsibility to check that all the details relating to your order are correct and to provide us with all relevant information relating to the environment in which the Goods are intended to be used and for their Delivery.

3.4 It is important that you check your measurements carefully. For tile orders, you should always include an additional 10% to allow for wastage to cover cutting, minor imperfections, shade variations and damage. These should be expected in purchasing stone and tile products. If you do not order enough, subsequent Goods may not be exactly the same as the original Goods, because the product may have natural variations or be manufactured in a different batch.

3.5 We can provide estimates of quantities of Goods but this will be based on general guidelines and the measurements which you have supplied. It is your responsibility to provide accurate measurements to ensure that the correct quantities of Goods are ordered. You should therefore seek professional advice as variations in surfaces and angles may affect the quantities required. We will not be responsible for any shortfalls or surpluses.

3.6 Where slip ratings are given these are in line with UK slip resistance guidelines and are not tested in situ. We give no guarantee of warranty in respect of slip ratings post installation.

3.7 Where you are acting other than as a consumer, you confirm that you are not entering into this Agreement on the basis of, or relying on, any representation made to you by us that is not expressly incorporated into this Agreement in writing and signed by both of us.

3.8 As we have not carried out a survey or inspection of the installation site of the Goods, we cannot give any warranty as to the suitability of the Goods for that, or any other given environment. If you are acting other than as a consumer, you cannot rely on any implied or express representation, advice or information given to you by us that is not incorporated into the Agreement and signed by both of us.

3.9 We cannot be held responsible for circumstances beyond our reasonable control. This may include (without limitation) shortfalls at source, natural disasters and restraints or delays affecting suppliers or transportation to us. We will endeavour to notify you as soon as possible should these problems occur.

3.10 We will not accept responsibility for lost working time and associated costs and recommend Goods are ordered well in advance of any project start date.

3.11 In the case of Business Sales, you confirm that these are the only terms of the agreement between us and any provisions upon which you purport to purchase including those on any of your purchase order, or confirmation of order or similar documents or forms do not apply to this agreement between us.

4. Descriptions and samples

4.1 All descriptions, images (in both print and on the internet) and samples of our Goods are for the purpose of giving an approximate representation of the Goods only.

4.2 You acknowledge that the Goods can be natural and geological variations will occur in terms of colour, markings, texture, size and between consignments, which are beyond our control, or they could be manufactured in a different batch which can vary in colour, texture or size from batch to batch.

4.3 We advise you to view as much of the Goods as possible before entering into this Agreement.

4.4 You should be aware that some of the Goods are porous to some degree and should be sealed. Some may easily be scratched and/or be subject to natural pitting/chipping.

5. Prices

5.1 We reserve the right to change the Price by giving you notice at any time before delivery to reflect any increase in the cost to us such as foreign exchange fluctuations, alteration of duties, increases in the costs of materials and freight, and such like. If we change the Price and you are not happy with it, you will be able to cancel your order.

5.2 Although we try to ensure that all prices displayed on our website, in our promotional material or in our showrooms are accurate, errors may occur. If we discover an error in the price of goods you have ordered, we will inform you as soon as possible and you will have the option of re-confirming your order at the correct price or cancelling it and receiving a refund in full.

6. Payment

6.1 For Consumer Sales, payment is required on placement of your order. Please note that we will not arrange delivery until we are in receipt of cleared funds.

6.2 For Business Sales we may offer you credit terms after carrying out credit checks. The amount of credit and the payment terms given are solely at our discretion and can be varied or removed at any time, for any reason.

6.3 Business Sales customers that we provide credit to who fail to pay the Total Price on the due date will be charged interest on the Total Price from the due date until payment is made at a rate 2% above the base rate of HSBC Bank Plc on a daily basis.

6.4 If the Business Sales customer fails to make payment on the due date then without prejudice we are entitled to cancel the Contract or suspend further deliveries to the customer.

7. Delivery and collection

7.1 We shall endeavour to have the Goods delivered to the Delivery Address on the Delivery Date, but time for delivery is not of the essence of this Agreement.

7.2 We will often use an independent delivery company for which we are not responsible so we cannot guarantee delivery times.

7.3 The Goods will be offloaded at the nearest accessible point to the Delivery Address at the discretion of the driver, which may be the kerb side. The driver will not handle the Goods further.

7.4 Heavy goods deliveries may require your assistance to offload the delivery.

7.5 You must make us aware of any access restrictions or difficulties for a large lorry 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.

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 central warehouse by prior arrangement and only in a vehicle capable of being fork-lift loaded (unless otherwise agreed in writing). If you arrange transportation of the Goods, it is at your own risk and we will not accept claims for damage or breakages.

8. Risk and property

8.1 The risk of, for example, breakage, loss and damage in the Goods will pass from us to you on completion of delivery or, if you decide to collect the Goods, at the point of collection.

8.2 The ownership of the Goods will not pass to you until we have received payment of the Total Price in full in cleared funds.

9. Unpacking, stacking and storing

9.1 Care needs to be taken when unpacking the Goods as the spacers may need to be removed from the packaging before the Goods are lifted out. The Goods should always be stacked and stored vertically (on edge) but not on a hard surface as this may cause unnecessary edge chipping. We cannot be held responsible for damage which occurs after delivery or, if you decide to collect the Goods, after collection.

9.2 Some products, such as stone tiles may need to dry out before the installation process begins. You should ask your fitter to advise you if this is the case.

10. Examination and acceptance

10.1 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 notify us at the time of delivery. 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 10.2, 10.3 and 10.4 (as applicable).

10.2 For Business Sales, you must inspect the Goods on delivery or collection (as the case may be) to ensure that they are the correct type, of satisfactory quality, undamaged and the correct amount and if they are not, you must notify us within 48 hours of delivery or collection (as the case may be) for correction, replacement or refund of all or part of the Price (at our option), which will be your sole remedy. If the goods are damaged or of unsatisfactory quality, we reserve the right to request documentary evidence, such as a photograph, in support of your statement. 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. 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.

10.3 For Consumer Sales, if the Goods are not of the correct type or of satisfactory quality, i.e. damaged, you should notify us as soon as possible (preferably within 7 days) and we will either refund to you the proportion of the Total Price of the damaged goods 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 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.

10.4 If an incorrect amount of the Goods is delivered or collected, you should notify us as soon as possible (preferably within 7 days) and we will arrange to deliver or make available (as appropriate) the correct quantity of the Goods. If this proves to be an error on our part, we will bear the cost of delivery of the balance of the order. If this proves to be an error on your part, you will bear the cost of delivery of the balance of the order.

11. Limitation of liability

11.1 If you cancel your order and the Goods have already been despatched, you will be liable for the cost of returning the Goods to us and taking suitable precautions to package the Goods against damage during transit back to us.

11.2 We reserve the right to charge restocking, cancellation and collection charges for Goods returned to us outside any statutory cancellation period that you are entitled to.

Business Sales only

11.3 We will only be liable to you under or in relation to this Agreement or in relation to the Goods if You tell us about any shortfall, proven damage or defect in the Goods within 48 hours after delivery or collection (as appropriate) but not otherwise. We reserve the right to request documentary evidence, such as a photograph, of the damage or fault. If you so notify us, our only obligation to you will be at our option to make good any shortage or non-delivery; or to replace or repair any damaged or defective Goods.

11.4 Except in respect of death or personal injury caused by our negligence, we shall not be liable to the Customer by reason of any representation or any implied warranty condition or other terms or any duty at common law or under the express terms of the Contract for any consequential loss of damage (whether for loss of profit or otherwise) costs, expenses or other claims for consequential compensation whatsoever (and whether caused by our negligence, our employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use by the Customer except as expressly provided in these Conditions.

11.5 We shall be under no liability under any warranty, guarantee or condition if the total price for the Goods has not been paid by the due date of payment.

Consumer Sales only

11.6 We will be liable for your losses arising out of the provision by us of a shortfall in, or defective or damaged Goods to the extent that such losses are reasonably foreseeable. However, we will not be liable to you for lost working time or the cost of third party contractors where you (or your contractor) fail to install the Goods correctly or fail to use the correct base, sealants or installation techniques or if the environment in which the Goods are installed is unsuitable.

11.7 Please note that we sometimes provide extra and/or damaged extra tiles to you free of charge with your order, which may be of use to you. We will therefore only be liable to you if we have not provided you with the quantity of Goods which you ordered in a non-defective and undamaged condition.

11.8 Nothing in this Agreement is intended to limit any rights that you may have as a consumer under statute or to limit our liability to you in respect of death or personal injury resulting from our negligence or for fraud or fraudulent misrepresentation in respect of an untrue or misleading statement.

12. Right of cancellation

Consumer Sales only

12.1 This clause only applies if you are acting for a purpose outside your business and there has been a Distance Contract.

12.2 You may cancel this Agreement within 14 working days (period of cancellation) beginning the day after you receive the Goods.

12.3 To cancel you must let us know in writing that you wish to cancel. You may do this by letter sent within the 14 days to us at the address set out in clause 1 or by email to enquiries@claybrookstudio.co.uk. If you tell us verbally you will need to send confirmation in writing within the 14 days.

12.4 You cannot cancel if the Goods are made specifically for you, or you have installed, laid them or used them.

12.5 If you wish to cancel Goods which have already left our premises, you will be liable for the cost of returning the Goods to our warehouse (this can be up to £100 for a pallet return).

12.6 You have a duty of care during the period of cancellation to ensure that the goods are returned to us in the condition in which they were delivered. We reserve the right to charge for any damages caused by failure to carry out your duty of care.

13. Return policy

Consumer Sales only

13.1 In addition to your statutory cancellation period we offer a 60 day returns policy.

13.2 A return is classified as occurring after the 14 day cancellation period calculated has expired. You can return resaleable goods to us within 60 days of purchase for a full refund (excluding delivery charges where applicable).

13.3 Only full boxes of the same tiles will be refunded, or individual tiles with a price in excess of £10 each.

13.4 You must return the Goods at your own expense to the relevant warehouse, ensuring to protect them against damage during transit.

13.5 We reserve the right not to refund if the Goods are deemed as not being in a resalable condition, if the Goods are classified as end of line discontinued items at the time you placed your order, or if the Goods are returned after the 60 day period.

13.6 We reserve the right to charge cancellation, restocking and collection charges on the return of Goods at our sole discretion.

13.7 This does not affect your statutory rights.

14. Fixing products and installation

14.1 Any advice given by us or our staff relating to fixing products and installation is given in good faith but should be used as a general guide only as we have not carried out a survey of the place of installation of the Goods and cannot therefore be sure that our advice is correct. It is your responsibility to purchase the correct fixing products and sealants for the environment in which (and in particular the surface upon which) the Goods will be installed. We recommend that you take advice from a professional fitter.

14.2 We do not offer an installation service and it is your responsibility to ensure a professional fitter is carrying out your installation. We strongly recommend that you take up independent references.

14.3 We cannot therefore be responsible for the manner of installation of the Goods or for damage caused during or arising out of installation.

15. Design Service

Consumer Sales only

15.1 We charge a fee of £200 including VAT for the Design Service per room. For this fee, you will receive:

(i) a 3d visual plan from various aspects, a digital mood board and costing of the products included in the plan (“the presentation”),

(ii) one set of revisions to the plans following the presentation, and

(iii) scale drawings with dimensions and annotations, but only if you place an order for Goods with us subsequent to the presentation meeting.

15.2 The fee of £200 including VAT will be refunded against subsequent orders for Goods providing such orders are in excess of £2,500 including VAT in aggregate and providing that the orders are placed within six months from the presentation meeting.

15.3 The Design Service will give a scale to which they are drawn. All measurements and dimensions are approximate and product positions are an indication only.

15.4 The proposed design should be discussed with your contractor before ordering. They are responsible for:

(i) technical and plumbing issues (such as establishing that the locations of services, such as water sewerage inlet and outlets are appropriate);

(ii) ensuring the Goods proposed and design are feasible and the site is suitable for the proposed design;

(iii) checking that measurements and dimensions are correct and establishing that the Goods will fit the space before any installation commences,

(iv) project managing work on site, including any health and safety obligations arising from the works;

(v) installing Goods, locating services and connecting Goods to the services.

15.5 You should seek your own advice to ensure that the proposed design and works to install the Goods meet current building regulations through the building control service provided by your local authority and its approved inspectors. We provide no guarantee that a design or the Goods will fall within current building regulations.

15.6 If the project is for a building that is listed, it is your responsibility to check if listed building consent is required and to obtain this consent if necessary.

15.7 Our designer will be your point of contact regarding your orders but will not be onsite to inspect deliveries, liaise with third party contractors or project managing the scheduling, ordering, delivery and installation of products.

16. Third party rights, notices and jurisdiction

16.1 This Agreement is not intended to and does not give any third parties any right to enforce any of its provisions.

16.2 Unless expressly otherwise stated in this Agreement, any notices shall be in writing. Notices will be deemed to have been received if:

- sent by post within the United Kingdom and the sender or supplier is able to show that it was properly addressed, prepaid and posted, two business days after it was posted; or
- sent by post from outside the United Kingdom to an address inside the United Kingdom, or from inside the United Kingdom to an address outside the United Kingdom, and the sender or supplier is able to show that it was properly addressed, prepaid and posted, five Business Days after it was posted; or
- sent or supplied by electronic means and the sender or supplier is able to show that it was properly addressed, one hour after it was sent.

16.3 Notices from us to you shall be to the last postal or electronic address as notified by you to us.

16.4 This Agreement shall be governed and construed in all aspects in respect of the laws of England and Wales and subject only to the exclusive jurisdiction of the English courts.

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