



Consumer and Business
Terms and Conditions
of Sale

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1. THESE TERMS

- 1.1. **What these terms cover.** These are the terms and conditions on which we supply products to you.
- 1.2. **Why you should read them.** Please read these terms carefully before you submit or place your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem with products sold by us to you and other important information. If you think that there is a mistake in these terms, please contact us.
- 1.3. **Are you a business customer or a consumer?** In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:
- You are an individual.
 - You are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).
- 1.4. **If you are a business customer this is our entire agreement with you.** If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1. **Who we are.** We are Interior Flooring Ltd a company registered in England and Wales. Our company registration number is 03391058 and our registered office is at Windsor House, Bayshill Road, Cheltenham, Gloucestershire, United Kingdom, GL50 3AT. Our registered VAT number is 691724120.
- 2.2. We trade as P1, P1 – The Plasterers 1 Stop Shop, and P1 Plastering Superstore of Montis Court, Bouncers Lane, Cheltenham, GL52 5JW.
- 2.3. **How to contact us.** You can contact us by telephoning our customer service team at 01242 236 383 or 01242 236 699 or by writing to us at



info@p1shop.co.uk or Plasterers 1 Stop Shop, Montis Court, Bouncers Lane, Cheltenham, GL52 5JW.

- 2.4. **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.5. **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

- 3.1. **Orders.** An order constitutes an offer by you to purchase a product in accordance with these conditions.
- 3.2. **How we will accept your order.** Our acceptance of your order will take place:
- 3.2.1. (if you are purchasing a product online):
- 3.2.1.1. when we email you to accept it; or
- 3.2.1.2. when the goods are dispatched to you; or
- 3.2.2. (if you are purchasing a product in store) when we inform you that we are able to provide you with the product,
- at which point a contract will come into existence between you and us.
- 3.3. **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.
- 3.4. **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.
- 3.5. **Sale outside England and Wales.** Even though we may deliver outside of England and Wales (see our delivery information page on our <https://www.plasterers1stopshop.co.uk/delivery-information/>) products are intended for use in England and Wales. We cannot guarantee that the products comply with any laws, regulations or other standards applicable outside of England and Wales. All goods are sold in accordance with the manufacturer's specifications and are subject to any qualifications, representations or



instructions contained in the manufacturer's documentation associated with those goods.

- 3.6. **Age requirements for specific goods.** Where you place an order for age-restricted goods, such as solvents or knives, you confirm that you are over the age of 18 and that delivery will be accepted by a person over the age of 18. We reserve the right to ask for identification and to cancel your order if we reasonable believe that you are under age and not legally entitled to order certain goods.
- 3.7. **Phone calls.** Please note that we reserve the right to record our telephone calls with you for training and quality purposes as well as keeping records of our transactions with you. Please see our Privacy Policy for more details.

4. OUR PRODUCTS

- 4.1. **Products may vary slightly from their pictures.** The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images.
- 4.2. **Samples.** Any samples produced by us are produced for the sole purpose of giving an approximate idea of the products. They shall not form part of the contract nor have any contractual force.
- 4.3. **Product packaging may vary.** The packaging of the product may vary from that shown in images on our website.
- 4.4. **Making sure your measurements are accurate.** If we are making the product to measurements you have given us you are responsible for ensuring that these measurements are correct.
- 4.5. **Making sure your specifications are accurate.** If we are asked to order a product for you from a third party (supplier, manufacturer or otherwise), it is entirely your responsibility to ensure that you have checked that the product you have ordered is suitable and meets any specification requirement. You are ultimately responsible for ensuring that the specifications of the product are correct.



5. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the product you have ordered (before it has been processed or dispatched) please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

6. OUR RIGHTS TO MAKE CHANGES

6.1. **Minor changes to the products.** We may change the product:

- 6.1.1. to reflect changes in relevant laws and regulatory requirements; and
- 6.1.2. to implement minor technical adjustments and improvements.

6.2. **More significant changes to the products and these terms.** In addition, as we informed you in the description of the product on our website, we may make the following changes to these terms or the product, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any products paid for but not received.

7. PROVIDING THE PRODUCTS

7.1. **Availability.** While we endeavour to hold sufficient stock to meet all orders, if we have insufficient stock to supply or deliver the products ordered and paid for by you, we may, at our discretion, supply or deliver a substituted product or refund you the price paid for such products as soon as possible and in any case within 30 days or, in the case of an account customer, we may, in our absolute discretion, as soon as possible raise a credit to offset the amount invoiced to you.

7.2. **Delivery costs.** The costs of delivery will be as:

- 7.2.1. displayed to you on our website;
- 7.2.2. told to you during the order process; or
- 7.2.3. set out in our current price list.

7.3. **When we will provide the products.** During the order process we will let you know when we will provide the products to you. Unless clause 7.5 applies, we will deliver them to you as soon as reasonably possible and in any event within 30 days after the day on which we accept your order. Before placing your order, please refer to the delivery options on our website to ensure that we can deliver to your address. A valid signature is required on delivery. For reasons of health



and safety and to avoid any property damage, most “Big Stuff” items can only be delivered to the exterior of a ground floor location at the delivery address. You must make your own arrangements at your own risk if the relevant items need to be transported from the delivery location. We will not provide any unpacking, installation or fitting services upon delivery unless we have agreed this in writing before delivery.

- 7.4. **Pre-orders.** Where products are described as available for pre-order delivery dates shall be estimates only and time shall not be of the essence for delivery. We will use reasonable endeavours to keep you informed if the estimated delivery date changes.
- 7.5. **We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received except where the products ordered are:
- 7.5.1. bespoke products or products which have been tailored specifically to your specification;
 - 7.5.2. machine orders; or
 - 7.5.3. products listed on our website as “materials” as they deteriorate rapidly unless stored in specific conditions and we cannot guarantee them for resale if returned.
- 7.6. **Collection by you.** If you have asked to collect the products from our premises you can collect them from us at any time during our working hours of 7:30am to 5pm on weekdays (excluding public holidays) and 7:30am – 12pm on weekends (excluding public holidays). If you have ordered a product online and chosen to collect it from our premises using our click and collect service, you will need to allow an hour between your order and collection. A valid signature is required on collection.
- 7.7. **If you are not at home when the product is delivered.** If no one is available at your address to take delivery and the products cannot be posted through your letterbox, we will try to arrange for an alternative delivery date within 30 days of the failed delivery. If the product is described as a “palletised delivery” we will invoice you for an additional delivery charge which shall be payable for the rearranged delivery.
- 7.8. **If you do not re-arrange delivery.** If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery



or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 10.2 will apply.

- 7.9. **When you become responsible for the goods.** A product will be your responsibility from the time we deliver the product to the address you gave us or you collect it from us.
- 7.10. **When you own goods.** You own a product once we have received payment in full.
- 7.11. **If you are a business account customer.** Until you own the products, you shall:
- 7.11.1. store those products separately from all other products held by you so that they remain readily identifiable as our property;
 - 7.11.2. not remove, deface or obscure any identifying mark or packaging on or relating to those products;
 - 7.11.3. not use the products and ensure that they remain in satisfactory condition and keep them insured on our behalf for their full price against all risks with an insurer that is reasonably acceptable to us;
 - 7.11.4. return the products to us at our request; and
 - 7.11.5. give us such information as we may reasonably require from time to time relating to:
 - 7.11.5.1. the products; and
 - 7.11.5.2. your ongoing financial position.
- 7.12. **Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product to:
- 7.12.1. deal with technical problems or make minor technical changes;
 - 7.12.2. update the product to reflect changes in relevant laws and regulatory requirements;
 - 7.12.3. make changes to the product as requested by you or notified by us to you (see clause 6).
- 7.13. **Your rights if we suspend the supply of products.** We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. If we have to suspend the product, we will adjust the price so that you do not pay for products while they are suspended. You may contact us to end the contract for a product if we suspend it, or tell



you we are going to suspend it, in each case for a period of more than 1 month and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

- 7.14. **We may also suspend supply of the products if you do not pay.** If you do not pay us for the products when you are supposed to (see clause 14.6) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will not suspend the products where you dispute the unpaid invoice (see clause 14.13). We will not charge you for the products during the period for which they are suspended. As well as suspending the products we can also charge you interest on your overdue payments (see clause 14.12).

8. YOUR RIGHTS TO END THE CONTRACT

- 8.1. **You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing, when you decide to end the contract and whether you are a consumer or business customer:
- 8.1.1. **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the product repaired or replaced or to get some or all of your money back), **see** clause 12 if you are a consumer and clause 13 if you are a business;
 - 8.1.2. **If you want to end the contract because of something we have done or have told you we are going to do, see** clause 8.2;
 - 8.1.3. **If you are a consumer who bought a product online and have just changed your mind about the product, see** clause 8.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods;
 - 8.1.4. **If you are a consumer and we are not at fault and you are not a consumer exercising your right to change your mind after buying a product online, see** clause 8.6.
 - 8.1.5. **If you are a business** see clause 8.7.
- 8.2. **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at 8.2.1 to 8.2.5 below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:
- 8.2.1. we have told you about an upcoming change to the product or these terms which you do not agree to (see clause 6.2);



- 8.2.2. we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
 - 8.2.3. there is a risk that supply of the products may be significantly delayed because of events outside our control;
 - 8.2.4. we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 1 month; or
 - 8.2.5. you have a legal right to end the contract because of something we have done which is not consistent with the terms of the contract.
- 8.3. **Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013).** If you are a consumer then for most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.
- 8.4. **When consumers do not have a right to change their minds.** Your right as a consumer to change your mind does not apply in respect of:
- 8.4.1. bespoke products or products which have been tailored specifically to your specification;
 - 8.4.2. products listed on our website as “materials” as they deteriorate rapidly unless stored in specific conditions and we cannot guarantee them for resale if returned;
 - 8.4.3. products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them; and
 - 8.4.4. any products which become mixed inseparably with other items after their delivery.
- 8.5. **How long do consumers have to change their minds?** If you are a consumer and bought a product online, how long you have to change your mind depends on how it is delivered. You have 14 days after the day you (or someone you nominate) receives the goods, **unless**:
- 8.5.1. **Your goods are split into several deliveries over different days.** In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery and the goods and/or products are unused and in a resalable condition.
 - 8.5.2. **Your goods are for regular delivery over a set period.** In this case you have until 14 days after the day you (or someone you nominate) receives the first delivery of the goods and the goods and/or products are unused and in a resalable condition.



8.5.3. **You have paid a holding deposit.** You have until the manufacturer begins production of your products. However, the holding deposit is non-refundable even if you cancel your order.

8.6. Ending the contract where you are a consumer, we are not at fault and there is no right to change your mind. Even if we are not at fault and you are not a consumer who has a right to change their mind (see clause 8.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for goods is completed when the product is delivered and paid for. If you want to end a contract before it is completed where we are not at fault and you are not a consumer who has changed their mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund:

8.6.1. reasonable compensation for the net costs we will incur as a result of your ending the contract; and/or

8.6.2. any amounts which relate to:

8.6.2.1. bespoke products or products which have been tailored specifically to your specification; or

8.6.2.2. products listed on our website as “materials” as they deteriorate rapidly unless stored in specific conditions and we cannot guarantee them for resale if returned.

8.7. **Ending the contract where you are a business.** If you are a business, you will be unable to end the contract unless clause 13 applies.

8.8. For the avoidance of doubt, refunds will not be provided to any customer, whether business or consumer, in respect of:

8.8.1. bespoke products or products which have been tailored specifically to your specification;

8.8.2. products listed on our website as “materials” as they deteriorate rapidly unless stored in specific conditions and we cannot guarantee them for resale if returned;

8.8.3. products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them; and

8.8.4. any products which become mixed inseparably with other items after their delivery.



9. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU ARE A CONSUMER WHO HAS CHANGED THEIR MIND)

9.1. **Tell us you want to end the contract.** To end the contract with us, please let us know by calling customer services or writing to us, by email or post, using the contact details given under clause 2.3, or complete the form on our website [INSERT LINK TO ONLINE FORM].

9.2. **Returning products after ending the contract.** If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must either return the goods in person to where you bought them, post them back to us at the address set out in clause 2.3 or (if they are not suitable for posting) allow us to collect them from you. Please call customer services or email us using the contact details given under clause 2.3, for a return label or to arrange collection. If you are a consumer exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.

9.3. For the avoidance of doubt, the following products cannot be returned by any customer, whether business or consumer:

9.3.1. bespoke products or products which have been tailored specifically to your specification;

9.3.2. products listed on our website as “materials” as they deteriorate rapidly unless stored in specific conditions and we cannot guarantee them for resale if returned;

9.3.3. products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them; and

9.3.4. any products which become mixed inseparably with other items after their delivery.

9.4. **When we will pay the costs of return.** We will pay the costs of return:

9.4.1. if the products are faulty or misdescribed; or

9.4.2. if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.

In all other circumstances (including where you are a consumer exercising your right to change your mind) you must pay the costs of return.

9.5. **What we charge for collection.** If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost



to us of collection. The costs of collection will vary depending on the location that the products are to be collected from and the weight. Please contact using the contact details given under clause 2.3 for us to provide you with a quote for collecting the products.

9.6. **How we will refund you.** If you are entitled to a refund under these terms we will either:

9.6.1. refund you the price you paid for the products including delivery costs, by the method you used for payment; or

9.6.2. if you are a business account customer (at our discretion), provide you with store credit.

However, we may make deductions from the price, as described below.

9.7. **When we may make deduction from refunds if you are a consumer exercising your right to change your mind.** If you are exercising your right to change your mind:

9.7.1. We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

9.7.2. The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

9.8. **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind then:

9.8.1. If the products are goods and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For information about how to return a product to us, see clause 9.2.

9.8.2. In all other cases, your refund will be made within 14 days of your telling us you have changed your mind



10. OUR RIGHTS TO END THE CONTRACT

- 10.1. **We may end the contract if you break it.** We may end the contract for a product at any time by writing to you if:
- 10.1.1. you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;
 - 10.1.2. you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products; or
 - 10.1.3. you do not, within a reasonable time, allow us to deliver the products to you or collect them from us.
- 10.2. **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

11. IF THERE IS A PROBLEM WITH THE PRODUCT

How to tell us about problems. If you have any questions or complaints about the product, please contact us. You can telephone our customer service team or write to us using the contact details given under clause 2.3. Alternatively, please speak to one of our staff in-store.

12. YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A CONSUMER

- 12.1. If you are a consumer we are under a legal duty to supply products that are in conformity with this contract. Your legal rights entitle you to the following:
- 12.1.1. up to 30 days: if your goods are faulty, then you can get an immediate refund.
 - 12.1.2. up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
 - 12.1.3. up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.
- 12.2. Nothing in these terms will affect your legal rights.
- 12.3. **Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection.



Please call customer services our customer service team using the contact details given under clause 2.3 for a return label or to arrange collection.

13. YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A BUSINESS

- 13.1. If you are a business customer we warrant that on delivery any products which are goods shall:
 - 13.1.1. conform in all material respects with their description and any relevant specification;
 - 13.1.2. be free from material defects in design, material and workmanship;
 - 13.1.3. be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
 - 13.1.4. be fit for any purpose held out by us.
- 13.2. Subject to clause 13.3, if:
 - 13.2.1. you give us notice in writing within a reasonable time of discovery that a product does not comply with the warranty set out in clause 13.1;
 - 13.2.2. we are given a reasonable opportunity of examining such product; and
 - 13.2.3. you return such product to us at your cost,
we shall, at our option, repair or replace the defective product, or refund the price of the defective product in full.
- 13.3. We will not be liable for a product's failure to comply with the warranty in clause 13.1 if:
 - 13.3.1. you make any further use of such product after giving a notice in accordance with clause 13.2.1;
 - 13.3.2. the defect arises because you failed to follow oral or written instructions as to the storage, installation, commissioning, use or maintenance of the product or (if there are none) good trade practice;
 - 13.3.3. the defect arises as a result of us following any drawing, design or specification supplied by the Customer;
 - 13.3.4. you alter or repair the product without our written consent; or
 - 13.3.5. the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.
- 13.4. Except as provided in this clause 13, we shall have no liability to you in respect of a product's failure to comply with the warranty set out in clause 13.1.



- 13.5. These terms shall apply to any repaired or replacement products supplied by us under clause 13.2.

14. PRICE AND PAYMENT

- 14.1. **Where to find the price for the product.** The price of the product (which includes VAT) will be the price indicated on the order pages of our website when you placed your order, or, if you purchased the product in-store/at one of our trade counters the price shown in-store, plus any charges for delivery as advised to you. We use our best efforts to ensure that the price of the product advised to you is correct. However please see clause 14.5 for what happens if we discover an error in the price of the product you order.
- 14.2. Prices are correct at time of going to press, and we reserve the right to update prices in future on the website which will then supersede the prices previously displayed. We also reserve the right to change the price of commodity goods, such as copper, at any time due to market conditions but we will confirm the prevailing price with you before accepting your order. We are not obliged to accept your order for such goods and may decline it or limit the order quantity.
- 14.3. On occasion, the prices payable for products advertised on our website may differ from those prices offered at one of our trade counters, and we are under no obligation to honour any website price if there is such a difference. Occasionally, we advertise products at a promotional price; you must quote the relevant promotion code, otherwise, you may be charged the full price. We may update promotions at any time.
- 14.4. **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- 14.5. **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order.
- 14.6. **“Was price”.** Any “Was” price displayed on the website shows the item's previous selling price for a period of at least 28 days prior to the reduced price coming in to effect.



- 14.7. **When you must pay and how you must pay.** We accept payment with all major credit cards excluding American Express. Subject to clause 14.9, you must pay for the products before we dispatch them. We will not charge your credit or debit card until we dispatch the products to you. For bespoke or high-value goods, we will ask you to pay a holding deposit equal to 20% of the total price of those goods. This deposit will be deducted from the total price of the goods on the invoice, but if you exercise your right to change your mind this deposit is non-refundable.
- 14.8. **Bank transfers.** We reserve the right to ask the orders over £1,000 are made via bank transfer rather than by credit card payment. If this is the case we will provide you with written confirmation of our bank details. If details of our bank details are sent to you by email, you are responsible for contacting us on the telephone number set out in clause 2.3 to confirm the bank details before payment is made. We will not be responsible for any losses incurred as a result of you having received or responded to a fraudulent or “scam” invoice, letter or email.
- 14.9. **Business account customers.**
- 14.9.1. If you are an account customer, payment shall be made in full at the end of the month following the date of invoice. For example, if we invoice you on 15 March, payment will be due before 30 April. Time shall be of the essence for payment. We may revoke credit if you fail to make payment when due. You are responsible for all orders placed by your authorised employees and for any purchases made on cards issued to you and we are not bound by any individual order limit you may impose on your authorised employees. You must inform us in writing as soon as a relevant employee is no longer authorised by you to place and receive orders or if any card issued to you is lost or stolen.
- 14.9.2. Even if we have provided you with credit previously we reserve the right to refuse to complete any order if payment of the account or your credit rating is not satisfactory to us.
- 14.9.3. The format of our invoice and statements to you will solely be dictated by us and we will not enter into any variation of our format unless any proposed variations are requested in writing at least six months in advance and unless expressly agreed by us.
- 14.9.4. We may suspend further supply or delivery of products, stop any products in transit or terminate this agreement by notice in writing to you if you are in breach of an obligation hereunder or you become unable to pay your debts when they fall due or proceedings are commenced by or against you alleging bankruptcy or insolvency. Upon termination, any payments you owe to us (even if they are not yet due for payment) will be immediately due and payable and we shall be under no further obligation to supply goods to you.



14.10. Limited Company Guarantees for business customers.

14.10.1. If we believe you (a limited company) cannot meet your obligations, we may ask someone to sign a Trade Credit Account Application Form on your behalf to personally guarantee that they will pay all monies owing to us by you.

14.10.2. If you go into receivership, liquidation or administration the guarantor will pay to the receiver, liquidator or administrator, as the case may be, such sum as will enable them to pay all monies owed to us.

14.11. Our right of set-off if you are a business customer. If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). Without notice to you, we reserve the right to set off any liability, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this agreement.

14.12. We can charge interest if you pay late. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 2% a year above the base lending rate of Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

14.13. What to do if you think an invoice is wrong. If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

15. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER

15.1. We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

15.2. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your



legal rights in relation to the products including the right to receive products which are: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; and for defective products under the Consumer Protection Act 1987

- 15.3. **We are not liable for business losses.** If you are a consumer we only supply the products for to you for domestic and private use. If you use the products for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause 16.

16. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A BUSINESS

- 16.1. Nothing in these terms shall limit or exclude our liability for:
- 16.1.1. death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
 - 16.1.2. fraud or fraudulent misrepresentation;
 - 16.1.3. breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
 - 16.1.4. defective products under the Consumer Protection Act 1987; or
 - 16.1.5. any matter in respect of which it would be unlawful for us to exclude or restrict liability.
- 16.2. Except to the extent expressly stated in clause 13.1 all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.
- 16.3. Subject to clause 16.1:
- 16.3.1. we will not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, business interruption, damage to property or possessions through use or misuse of the goods, loss caused by delay or other late performance, or any indirect or consequential loss arising under or in connection with any contract between us;
 - 16.3.2. we will not be liable to you or, in the event that you are undertaking work for another person, to any other person, for the use or installation of any products by you. Accordingly, you hereby agree to hold us harmless and indemnify us against any liability associated with, any claim or allegation that we are responsible for any failings in the installation or use of goods that we supply; and



16.3.3. our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the greater of £10,000.00 and one hundred and fifteen per cent (115%) of the total sums paid by you for products under such contract.

17. HOW WE MAY USE YOUR PERSONAL INFORMATION

How we will use your personal information. We will only use your personal information as set out in our <https://www.plasterers1stopshop.co.uk/privacy-policy/>.

18. DISPOSAL ELECTRICAL AND ELECTRONIC EQUIPMENT IF YOU ARE A BUSINESS

18.1. The WEEE Regulations 2013 require that the amount of waste on certain electrical and electronic equipment is reduced, separated from household waste, collected separately and ultimately disposed of in a sound environmental manner (recycled and recovered). You agree that the collection, recovery/treatment and disposal of non-household electrical or electronic equipment purchased from us will be your responsibility. In the case of household waste, please take this waste to your nearest Designated Collection Facility (DCF) where special facilities exist for correct disposal. To find your nearest DCF please visit the following website:www.recycle-more.co.uk.

19. OTHER IMPORTANT TERMS

19.1. **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 14 days of us telling you about it and we will refund you any payments you have made in advance for products not provided.

19.2. **You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

19.3. **Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms.



- 19.4. **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 19.5. **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 19.6. **Which laws apply to this contract and where you may bring legal proceedings if you are a consumer.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.
- 19.7. **Which laws apply to this contract and where you may bring legal proceedings if you are a business.** If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.



Schedule 1

Model Cancellation Form for consumer customers

(Complete and return this form only if you wish to withdraw from the contract)

To:

The Plasterers 1 Stop Shop & P1 Plastering Superstore

Montis Court

Bouncers Lane

Cheltenham

GL52 5JW

T: 01242 236 383 or 01242 236 699

E: info@p1shop.co.uk

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods
[*]/for the supply of the following service [*],

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

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