

Click 'n' Collect - Our Terms & Conditions

1. These terms

1.1 What these terms cover. These are the terms and conditions on which we supply products to you using the 'Click 'n' Collect' service. The 'Click 'n' Collect' service involves you ordering goods from our website, us manufacturing and delivering such goods to your local retailer, and you collecting such goods from your local retailer.

1.2 Why you should read them. Please read these terms carefully before you submit 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 and other important information. If you think that there is a mistake in these terms or require any changes, please contact us to discuss.

2. Information about us and how to contact us

2.1 Who we are. We are The Alternative Flooring Company Limited, a company registered in England and Wales. Our company registration number is 5211952 and our registered office is at 4 Stephenson Close, East Portway, Andover, Hampshire SP10 3RU. Our registered VAT number is 845626702.

2.2 How to contact us. You can contact us by telephoning our customer service team at 01264 335111 or by writing to us at hello@alternativeflooring.com or 4 Stephenson Close, East Portway, Andover, Hampshire, SP10 3RU.

2.3 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. However, our first point of contact will always be email.

2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

3. Our contract with you

3.1 How we will accept your order. Our acceptance of your order will take place when payment has been taken and we email you to accept it, at which point a contract will come into existence between you and us.

3.2 If we cannot accept your order. If we are unable to accept your order, we will inform you of this and will credit payment already taken. 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.

3.3 Your order number. Your order will be logged under your surname. It will help us if you can tell us your surname whenever you contact us about your order.

3.4 We only sell to the UK and Ireland. Our Click 'n' Collect facility is solely for the promotion of our products in the UK and Ireland. We can however take enquiries from outside the UK and Ireland and these will be dealt with on an individual basis.

3.5 Click 'n' Collect in Ireland. All payments will be taken in Euros.

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. Although we have made every effort to be as accurate as possible, because our products are handmade, all sizes, weights, capacities, dimensions and measurements indicated on our website have a 2% tolerance.

4.2 Product packaging. All rugs will be packaged with a carpet pole and secure plastic wrapping.

4.3 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. Please note: pile and pattern direction of individual products are as displayed on the website.

5. Your rights to make changes

If you wish to make a change to the product you have ordered 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. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 8- Your rights to end the contract).

6. Our rights to make changes

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

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the product.

7. Providing the products

7.1 When we will provide the products. If the products are goods, we will deliver them to your local retailer you as soon as reasonably possible and in any event within 8 weeks after the day on which we accept your order.

7.2 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.

7.3 Collection by you. We will contact you to confirm when your order is ready for collection from your local retailer. When collecting your order, please ensure that you take your confirmation email and a valid form of ID. Please ensure that the name on your ID corresponds to the name on the confirmation email.

7.4 If you do not collect the products. If you do not collect the products from the chosen retailer within 14 days of the date of the email confirming that the order is ready for collection, you will be contacted and charges may be incurred. If, despite reasonable efforts, we are unable to contact you or re-arrange collection we may end the contract and clause 10.2 will apply.

7.5 When you become responsible for the goods. The goods will be your responsibility from the time that you collect them from the local retailer.

7.6 When you own goods. You will own the goods once it has been collected from the retailer.

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 and when you decide to end the contract:

(a) 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 11*;

(b) 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*;

(c) In all other cases (if we are not at fault and there is no right to change your mind), see *clause 8.6*.

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 (a) to (c) 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:

(a) 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;

(b) there is a risk that supply of the products may be significantly delayed because of events outside our control; or

(c) you have a legal right to end the contract because of something we have done wrong.

8.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013). 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 you don't have the right to change your mind. You do not have a right to change your mind in respect of:

- (a) orders where the total payment to be made is less than £42;
- (b) products that are made to your specifications or are clearly personalised;
- (c) products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them; and
- (d) any products which become mixed inseparably with other items after their delivery.

8.5 How long do I have to change my mind? You have [14] days after the day you (or someone you nominate) receives the goods, unless our 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 to change your mind about the goods.

8.6 Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you do not have a right to change your 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 collected and paid for. If you want to end a contract before it is completed where we are not at fault and you have not changed your 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 reasonable compensation for the net costs we will incur as a result of your ending the contract.

9. How to end the contract with us (including if you have changed your mind)

9.1 Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:

(a) Phone or email. Call customer services on 01264 335111 or email us at hello@alternativeflooring.com. Please provide your name, home address, details of the order and, where available, your phone number and email address.

9.2 Returning products after ending the contract. If you end the contract for any reason after you have collected the products, you must return them to the local retailer. You must either return the goods in person to the local retailer, post them back to the local retailer or (if they are not suitable for posting) allow the local retailer

to collect them from you. Please call customer services on 01264 335111 or email us at hello@alternativeflooring.com for a return label or to arrange collection.

9.3 When we will pay the costs of return. We will pay the costs of return:

(a) if the products are faulty or mis-described;

9.4 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.

9.5 How we will refund you. We will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

9.6 Deductions from refunds if you are exercising your right to change your mind. If you are exercising your right to change your mind we may reduce your refund of the price 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 When your refund will be made. We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:

(a) 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.

(b) 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 you do not, within a reasonable time, collect the products from the local retailer.

10.2 You must compensate us if you break the contract. If we end the contract in the situation 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

11.1 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 at 01264 335111 or by writing to us by email to hello@alternativeflooring.com or by post to 4 Stephenson Close, East Portway, Andover, Hampshire, SP10 3RU.

11.2 Your legal rights. We are under a legal duty to supply products that are in conformity with this contract. Nothing in these terms will affect your legal rights.

11.3 Your obligation to return rejected products. If you wish to exercise your legal rights to reject products you must return them in person to where you collected them from (the local retailer). Please call customer services on 01264 335111 or email us at hello@alternativeflooring.com if you have any problems in doing this.

12. Price and payment

12.1 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 when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 12.3 for what happens if we discover an error in the price of the product you order.

12.2 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.

12.3 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. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

12.4 When you must pay and how you must pay. We accept payment with VISA debit and Credit, Mastercard Credit. Payment will be taken from your account via Sagepay on submission of online order.

13. Our responsibility for loss or damage suffered by you

13.1 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.

13.2 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 supplied with reasonable skill and care; and for defective products under the Consumer Protection Act 1987.

13.3 We are not liable for business losses. We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

14. How we may use your personal information

14.1 How we will use your personal information. We will use the personal information you provide to us:

- (a) to supply the products to you;
- (b) to process your payment for the products; and
- (c) if you agreed to this during the order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us or unsubscribing.

14.2 We will only give your personal information to third parties where the law either requires or allows us to do so.

15. Other important terms

15.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

15.2 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

15.3 Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

15.4 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.

15.5 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.

15.6 Which laws apply to this contract and where you may bring legal proceedings. 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.

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