

**Unit 5 Bennet Place,**

15 Bennet Rd,

Reading,

Berkshire,

RG2 0QX

## **WEBSITE TERMS AND CONDITIONS**

THIS PAGE (TOGETHER WITH OUR PRIVACY POLICY AND TERMS OF WEBSITE USE) TELLS YOU INFORMATION ABOUT US AND THE LEGAL TERMS AND CONDITIONS (TERMS) ON WHICH WE SELL ANY OF THE PRODUCTS (PRODUCTS) LISTED ON OUR WEBSITE (OUR SITE) TO YOU.

THESE TERMS WILL APPLY TO ANY CONTRACT BETWEEN US FOR THE SALE OF PRODUCTS TO YOU (CONTRACT). PLEASE READ THESE TERMS CAREFULLY AND MAKE SURE THAT YOU UNDERSTAND THEM, BEFORE ORDERING ANY PRODUCTS FROM OUR SITE.

PLEASE CLICK ON THE BUTTON MARKED "I ACCEPT" AT THE END OF THESE TERMS IF YOU ACCEPT THEM. IF YOU REFUSE TO ACCEPT THESE TERMS, YOU WILL NOT BE ABLE TO ORDER ANY PRODUCTS FROM OUR SITE.

YOU SHOULD PRINT A COPY OF THESE TERMS OR SAVE THEM TO YOUR COMPUTER FOR FUTURE REFERENCE.

WE AMEND THESE TERMS FROM TIME TO TIME AS SET OUT IN CLAUSE 7. EVERY TIME YOU WISH TO ORDER PRODUCTS, PLEASE CHECK THESE TERMS TO ENSURE YOU UNDERSTAND THE TERMS WHICH WILL APPLY AT THAT TIME. THESE TERMS WERE MOST RECENTLY UPDATED ON 20<sup>th</sup> September 2023.

THESE TERMS, AND ANY CONTRACT BETWEEN US, ARE ONLY IN THE ENGLISH LANGUAGE.

### **1. INFORMATION ABOUT US**

1.1 We operate the website [www.safetyflooring.uk.com](http://www.safetyflooring.uk.com). We are Safety Flooring UK / MF Flooring trading names of Meadee Flooring Limited, a company registered in England and Wales under company number 04884253 and with our registered office at Unit 5 Bennet Place, 15 Bennet Road, Reading, Berkshire RG2 0QX. Our registered office is our main trading address. Our VAT number is 823 2884 24.

1.2 To contact us, please see our Contact Us page [https://www.safetyflooring.uk.com/contact\\_us.php](https://www.safetyflooring.uk.com/contact_us.php)

### **2. OUR PRODUCTS**

2.1 The images of the Products on our site are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflect the colour of the Products. Your Products may vary slightly from those images. We suggest that you request a sample from us before purchasing from our site.

Although we have made every effort to be as accurate as possible, all

2.2 sizes, weights, capacities, dimensions and measurements indicated on our site have a 5% tolerance.

2.3 The packaging of the Products may vary from that shown on images on

2.4 All Products shown on our site are subject to availability. We will inform you by e-mail as soon as possible if the Product you have ordered is not available and we will not process your order if made.

### **3. USE OF OUR SITE**

Your use of our site is governed by our *Terms of website use*. Please take the time to read these, as they include important terms which apply to you.

### **4. HOW WE USE YOUR PERSONAL INFORMATION**

We only use your personal information in accordance our *Privacy Policy*. For details, please see our *Privacy Policy*. Please take the time to read these, as they include important terms which apply to you.

### **5. AGE RESTRICTIONS AND YOUR CONSUMER RIGHTS**

5.1 You may only purchase Products from our site if you are at least 18 years old.

5.2 Certain Products on our site can only be purchased if you satisfy the legal age requirement for that product. We are not allowed by law to supply these Products to you if you do not satisfy these age requirements. If you are under the age of 18 years, please do not attempt to order these Products through our site.

5.3 As a consumer, you have legal rights in relation to Products that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

### **6. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US**

For the steps you need to take to place an order on our site, please visit our online shop page [www.safetyflooring.uk.com](http://www.safetyflooring.uk.com).

6.1 Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process.

6.2 After you place an order, you will receive an e-mail from us acknowledging that we have received your order. However, please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 6.3.

6.3 We will confirm our acceptance to you by sending you an e-mail that confirms that the Products have been dispatched (**Dispatch Confirmation**). The Contract between us will only be formed when we send you the Dispatch Confirmation

6.4 If we are unable to supply you with a Product, for example because that Product is not in stock or no longer available or because of an error in the price on our site as referred to in clause 11.4, or additional delivery charges apply as referred to in 11.3 we will inform you of this by e-mail and we will not process your order. If you have already paid for the Products, we will refund you the full amount as soon as possible.

### **7. OUR RIGHT TO VARY THESE TERMS**

7.1 We may revise these Terms from time to time in the following circumstances:

- (a) changes in how we accept payment from you;
- (b) changes in relevant laws and regulatory requirements.

7.2 Every time you order Products from us, the Terms in force at that time will apply to the Contract between you and us.

7.3 Whenever we revise these Terms in accordance with this clause 7, we will keep you informed and give you notice of this by stating that these Terms have been amended and the relevant date at the top of this page.

### **8. YOUR RIGHT OF RETURN AND REFUND**

8.1 You have a legal right to cancel a Contract under the Consumer Rights Act 2015 during the period set out below in clause 8.3. This means that during the relevant period if you change your mind or for any other reason you decide you do not want to keep a Product, you can notify us of your decision to cancel the Contract and receive a refund. Advice about your legal right to cancel the Contract under these regulations is available from your local Citizens' Advice Bureau or Trading Standards office.

- 8.2 However, this cancellation right does not apply in the case of any made-to-measure or custom-made Products or Products which have already been cut to the size you require or production commenced
- 8.3 Your legal right to cancel a Contract starts from the date of the Dispatch Confirmation, which is when the Contract between us is formed. If the Products have already been delivered to you, you have a period of 14 days in which you may cancel, starting from the day after the day you receive the Products.
- 8.4 To cancel a Contract, you must contact us in writing by sending an e-mail to [info@safetyflooring.uk.com](mailto:info@safetyflooring.uk.com) or by sending a letter to MF Flooring Unit 5, Bennet Place, 15 Bennet Road, Reading RG2 0QX or please contact our Customer Services telephone line 03335775600 between 9.00am to 5.00pm Monday to Friday. You may wish to keep a copy of your cancellation notification for your own records. If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you sent us the e-mail or posted the letter to us. If you call us to notify us of your cancellation, then your cancellation is effective from the date you telephone us and we take the call and acknowledge your cancellation notification.
- 8.5 You will receive a full refund of the price you paid for the Products and any applicable delivery charges you paid for. We will process the refund due to you as soon as possible and, in any case, within 14 calendar days of the day on which you gave us notice of cancellation as described in clause 8.4 and goods have been returned as set out in 8.8.
- 8.6 If you have returned the Products to us under this clause 8 because they are faulty or mis-described, we will refund the price of a defective Product in full, any applicable delivery charges, and any reasonable costs you incur in returning the item to us. We refund you on the credit card or debit card used by you to pay.
- 8.7 Please note that some Products may have skive or knife marks, which is an inherent characteristic of products made from recycled rubber. Skive and knife marks do not make a Product faulty.
- Marmoleum may undergo a phenomenon known as drying room yellowing. It is more apparent in lighter colours and the timescale for resolution varies. Please read the factsheet regarding this natural occurrence as this is outside of our control and is not a fault of the product.
- 8.8 If the Products were delivered to you:
- (a) you must return the Products to us as soon as reasonably practicable, a maximum of 28 days from receipt of goods
- (b) unless the Products are faulty or not as described (in this case, see clause 8.6), you will be responsible for the cost of returning the Products to us or, where relevant, the cost of us collecting the Products from you. We charge you our costs for collecting the Products, the amount of which will be determined by the amount of Products collected and the collection location.
- (c) you have a legal obligation to keep the Products in your possession and to take reasonable care of the Products while they are in your possession.
- 8.9 Details of your legal right to cancel and an explanation of how to exercise it are provided in these terms.
- No claim will be accepted for incorrect colour, pattern or obvious damage if the material or product has been fitted.
- 8.10 As a consumer, you will always have legal rights in relation to Products that are faulty or not as described. These legal rights are not affected by the returns policy in this clause 8 or these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.
- 9. DELIVERY**
- 9.1 Your order will be fulfilled by the estimated delivery date set out in the Dispatch Confirmation unless there is an Event Outside Our Control (as is defined in clause 15.2 of these Terms). If we are unable to meet the estimated delivery date because of an Event Outside Our Control, we will contact you with a revised estimated delivery date. Please do not make any arrangements for the Products to be fitted before you have taken delivery of them. Delivery will be completed when we deliver the Products to the address you gave us.
- 9.2 If no one is available at your address to take delivery, we will leave you a note that the Products have been returned to our premises, in which case, please contact us to rearrange delivery. We reserve the right to charge you the costs of re-delivery of the Products in this case.
- 9.3 The Products will be your responsibility from the completion of delivery in accordance with clause 9.2.
- 9.4 You own the Products once we have received payment in full, including all applicable delivery charges.
- 9.5 Deliveries will be made to the 'kerb side' and we will not be able to deliver the Products unless you have ensured that:
- (a) You are available at your address at the time of delivery to inspect and sign for the Products as well as provide assistance in the unloading of the Products;
- (b) Your address is accessible and safe for a heavy goods vehicle;
- (c) The delivery vehicle is able to park at your address without committing any parking offences.
- 10. NO INTERNATIONAL DELIVERY**
- 10.1 Unfortunately, we do not deliver to addresses outside the UK.
- 11. PRICE OF PRODUCTS AND DELIVERY CHARGES**
- 11.1 The prices of the Products will be as quoted on our site from time to time. We take reasonable care to ensure that the prices of Products are correct at the time when the relevant information was entered onto the system. However if we discover an error in the price of Product(s) you ordered, please see clause 11.4 for what happens in this event.
- 11.2 Prices for our Products may change from time to time, but changes will not affect any order which we have confirmed with a Dispatch Confirmation.
- The price of a Product includes VAT at checkout (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Products in full before the change in VAT takes effect.
- 11.3 The price of a Product does not include delivery charges. Our standard delivery charges for Products delivered to majority mainland UK are £15.. Higher delivery charges may apply for some Scottish postcodes even on the mainland and a list of the most well known postcodes is displayed at checkout. Please contact us for a transport cost if your postcode is listed before continuing checkout. This list is not exhaustive and after placing an order, if additional delivery costs are necessary for us to accept your order we will contact you as set out in clause 6.4.
- For addresses outside mainland UK (such as the Isle of Man, Isle of Wight, Northern Ireland, Shetland Isles and such like) delivery may not be possible. Please contact us for a transport cost before you place your order for Products if delivery is to one of these areas or to a postcode listed at checkout.
- 11.4 Our site contains a large number of Products. It is always possible that, despite our reasonable efforts, some of the Products on our site may be incorrectly priced. We will normally check prices as part of our dispatch procedures so that:
- (a) Where the Product's correct price is less than the price stated on our site, we will charge the lower amount when dispatching the Products to you. However, if the pricing error is obvious and unmistakeable and could have reasonably been recognised by you as a mispricing or we have not accepted your order as set out in clause 6.3 we do not have to provide the Products to you at the incorrect (lower) price; and
- (b) if the Product's correct price is higher than the price stated on our site, or a calculation discrepancy occurs at checkout we will contact you as soon as possible to inform you of this error and we will give you the option of continuing to purchase the Product at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing.
- 12. HOW TO PAY**
- 12.1 You can only pay for Products using a debit card or credit card. We accept Visa, Visa debit and Mastercard credit cards and PayPal, We currently do not accept American Express credit cards.
- 12.2 Payment for the Products and all applicable delivery charges is in advance. We will not charge your debit card or credit card until you place your order.
- 13. MANUFACTURER GUARANTEES**
- 13.1 Some of the Products we sell to you come with a manufacturer's guarantee. For details of the applicable terms and conditions, please refer to the manufacturer's guarantee available on the manufacturer's website.
- 13.2 A manufacturer's guarantee is in addition to your legal rights in relation to Products that are faulty or not as described. Advice about

your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

## **14. OUR LIABILITY**

- 14.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into the Contract.
- 14.2 We supply the Products to you for domestic and private use only. You agree not to use the product for any commercial, business or re-sale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 14.3 We do not in any way exclude or limit our liability for:
- (a) death or personal injury caused by our negligence.
  - (b) fraud or fraudulent misrepresentation;
  - (c) any breach of the terms implied by Consumer Rights Act 2015
  - (d) any breach of the terms implied by Consumer Rights Act 2015 (description, satisfactory quality, fitness for purpose and samples); and
  - (e) defective products under the Consumer Rights Act 2015

## **15. EVENTS OUTSIDE OUR CONTROL**

- 15.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in clause 15.2.
- 15.2 An **Event Outside Our Control** means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- 15.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:
- (a) we will contact you as soon as reasonably possible to notify you; and
  - (b) our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Products to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

## **16. COMMUNICATIONS BETWEEN US**

- 16.1 When we refer, in these Terms, to "in writing", this will include e-mail.
- (a) To cancel a Contract in accordance with your legal right to do so as set out in clause 8.1 you must contact us in writing by sending an e-mail to [info@safetyflooring.uk.com](mailto:info@safetyflooring.uk.com) or by sending a letter to MF Flooring, Unit 5 Bennet Place, 15 Bennet Road, Reading, Berkshire, RG2 0QX or please contact us on our customer services telephone line at 0333 577 5600. You may wish to keep a copy of your cancellation notification for your own records. If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you sent us the e-mail or posted the letter to us. If you call us to notify us of your cancellation, then your cancellation is effective from the date you telephone us provided that you call between Monday to Friday on 0333 577 5600 between 9.00am to 4.30pm and we take your call.
  - (b) If you wish to contact us in writing for any other reason, you can send this to us by e-mail at [info@safetyflooring.uk.com](mailto:info@safetyflooring.uk.com) or by post to MF Flooring at Unit 5 Bennet Place, 15 Bennet Road, Reading, Berkshire RG2 0QX.
- 16.2 If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your order.

## **17. OTHER IMPORTANT TERMS**

- 17.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms.
- 17.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.
- 17.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 17.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 17.5 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 17.6 Please note that these Terms are governed by English law. This means a Contract for the purchase of Products through our site and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction. If you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

We will not file a copy of the Contract between us.

## TERMS OF WEBSITE USE

This page (together with the documents referred to on it) tells you the terms of use on which you may make use of our website [www.safetyflooring.uk.com](http://www.safetyflooring.uk.com) (**our site**), whether as a guest or a registered user. Please read these terms of use carefully before you start to use the site. By using our site, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our site.

## INFORMATION ABOUT US

[www.safetyflooring.uk.com](http://www.safetyflooring.uk.com) is a site operated by Safety Flooring UK / MF Flooring trading names of Meadee Flooring Limited ("We"). We are registered in England and Wales under company number [04884253] and have our registered office at Unit 5 Bennet Place, 15 Bennet Road, Reading, Berkshire RG2 0QX. Our registered office is our main trading address. Our VAT number is 823 2884 24. We are a limited company.

## ACCESSING OUR SITE

Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice (see below). We will not be liable if for any reason our site is unavailable at any time or for any period.

From time to time, we may restrict access to some parts of our site, or our entire site, to users who have registered with us.

You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms, and that they comply with them.

## INTELLECTUAL PROPERTY RIGHTS

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal reference and you may draw the attention of others within your organisation to material posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged.

You must not use any part of the materials on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## RELiance ON INFORMATION POSTED

Commentary and other materials posted on our site are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents.

## OUR SITE CHANGES REGULARLY

We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

## OUR LIABILITY

The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

- All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
- Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including:
  - loss of income or revenue;
  - loss of business;
  - loss of profits or contracts;
  - loss of anticipated savings;
  - loss of data;
  - loss of goodwill;
  - wasted management or office time; and

whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

## INFORMATION ABOUT YOU AND YOUR VISITS TO OUR SITE

We process information about you in accordance with our privacy policy. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

## TRANSACTIONS CONCLUDED THROUGH OUR SITE

Contracts for the supply of goods formed through our site are governed by our terms and conditions of supply.

## VIRUSES, HACKING AND OTHER OFFENCES

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

## LINKING TO OUR SITE

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link from any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice.

If you wish to make any use of material on our site other than that set out above, please address your request to [info@safetyflooring.uk.com](mailto:info@safetyflooring.uk.com)

## LINKS FROM OUR SITE

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

## JURISDICTION AND APPLICABLE LAW

The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our site although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.

These terms of use and any dispute or claim arising out of or in connection with them or their 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.

#### TRADE MARKS

The trademarks set out below are trademarks of the following companies:

##### Trademark



ALTRO LIMITED



POLYFLOR LIMITED



TARKETT



GERFLOR



GRADUS LIMITED



Karndean International Limited

#### VARIATIONS

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

#### YOUR CONCERNS

If you have any concerns about material that appears on our site, please contact [info@safetyflooring.uk.com](mailto:info@safetyflooring.uk.com). Thank you for visiting our site.