

Website (Safety Flooring UK) terms and conditions for businesses

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 5th January 2022.

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. Safety Flooring UK and MF Flooring are 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

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.

- 2.2 Although we have made every effort to be as accurate as possible all 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 our site.
- 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. BUSINESS CUSTOMERS

- 5.1 You confirm that you have authority to bind any business on whose behalf you use our site to purchase Products.
- 5.2 These Terms and our *Privacy Policy and Terms of Website Use* constitute the entire agreement between you and us. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of us which is not set out in these Terms or our *Privacy Policy and Terms of Website Use*.

6. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

- 6.1 For the steps you need to take to place an order on our site, please visit our online shop page www.safetyflooring.uk.com
- 6.2 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.

- 6.3 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 6.4.
- 6.4 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.
- 6.5 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 10.5, 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; and
 - (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. DELIVERY

- 8.1 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 14 of the 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 used before you have taken delivery of them.**
- 8.2 Delivery will be completed when we deliver the Products to the address you gave us.

- 8.3 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.
- 8.4 The Products will be your responsibility from the completion of delivery in accordance with clause 8.2.
- 8.5 You own the Products once we have received payment in full, including all applicable delivery charges and we have completed delivery of the Products in accordance with these Terms.
- 8.6 Deliveries will be made to the 'kerb side' and we will not be able to deliver the Goods unless you have ensured that:
- (a) You are available at your address at the time of delivery to inspect and sign for the Goods as well as provide assistance in the unloading of the Goods;
 - (b) Your address is accessible for a heavy goods vehicle;
 - (c) The delivery vehicle is able to park at your address without committing any parking offences.

9. NO INTERNATIONAL DELIVERY

- 9.1 Unfortunately, we do not delivery to addresses outside the UK.

10. PRICE OF PRODUCTS AND DELIVERY CHARGES

- 10.1 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 10.5 for what happens in this event.
- 10.2 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.
- 10.3 The price of a Product includes VAT (where applicable) when displayed at checkout page but not on page advertising product 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.

- 10.4 The price of a Product does not include delivery charges. Our standard delivery charges for Products delivered to majority of mainland UK are £15.00. Delivery charges for some postcodes in Scotland and addresses outside mainland UK (such as the Isle of Man, Isle of Wight, Northern Ireland, Shetland Isles and such like) will be quoted to you on application before you place your order for Products. All delivery charges are in addition to the price of a Product.
- 10.5 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 unmistakable and could have reasonably been recognised by you as a mispricing, 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, 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.

11. HOW TO PAY

- 11.1 You can only pay for Products using a debit card or credit card. We accept the following cards: Visa, Visa debit and Mastercard. We do not accept American Express credit cards.
- 11.2 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.

12. MANUFACTURER GUARANTEES

- 12.1 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 which can be viewed on its website.

13. OUR LIABILITY

- 13.1 Nothing in these Terms limit or exclude our liability for:
- (a) death or personal injury caused by our negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
 - (d) defective products under the Consumer Protection Act 1987.
- 13.2 Subject to clause 13.1, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- (a) any loss of profits, sales, business, or revenue;
 - (b) loss or corruption of data, information or software;
 - (c) loss of business opportunity;
 - (d) loss of anticipated savings;
 - (e) loss of goodwill; or
 - (f) any indirect or consequential loss.
- 13.3 Subject to clause 13.1 and clause 13.2 , our total liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 50% of the price of the Products.
- 13.4 Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Products. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Products are suitable for your purposes.

14. EVENTS OUTSIDE OUR CONTROL

- 14.1 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 14.2.
- 14.2 An **Event Outside Our Control** means any act or event beyond our reasonable control, including without limitation lockdowns, 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.
- 14.3 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.

15. COMMUNICATIONS BETWEEN US

- 15.1 When we refer, in these Terms, to "in writing", this will include e-mail.
- 15.2 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.
- 15.3 Please note that any notice given by you to us, or by us to you, will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

16. OTHER IMPORTANT TERMS

- 16.1 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.
- 16.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.
- 16.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties Act) 1999 or otherwise.
- 16.4 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.
- 16.5 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.
- 16.6 These Terms are governed by English law. This means that a Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), will be governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.