

## **Our Terms & Privacy Policy**

March 2024

#### **Our Terms**

This agreement outlines the terms between you, the customer, and Surfastone Ltd. ("Surfastone", "we", "us"). These terms apply to all arrangements between us unless both parties agree to changes in writing.

#### **Contact Information**

- Surfastone Ltd.
- **Email:** mail@surfastone.com or sales@surfastone.com
- Office Hours: Monday Friday (9 am 5 pm)
- Address: 13 Whitestone Way, Off Purley Way, Croydon, CR0 4WF

#### **Availability**

This agreement depends on product or service availability. We may cancel the agreement at any time. If we do, we will immediately refund any payments made to Surfastone. Refunds to third parties (like credit card companies) will be made directly to them.

## **Prices & Payment**

- Currency: All prices are in pounds sterling (£).
- VAT: Prices quoted exclude VAT unless otherwise stated.
- **Delivery:** Delivery charges are not included in listed prices.
- Payment Methods: We accept most major credit and debit cards.
- Payment Timing: We will process payment once we confirm your order, verify details, and check stock availability.
- Breach of Payment Terms: If you fail to meet our payment terms, we may consider the agreement broken and seek compensation for our losses.

## **Additional Payment Terms**

- Installation Work: For installation projects, valuations will be submitted fortnightly (if applicable), and payments are due upon invoice receipt. Late payments (beyond 7 days) incur a 15% late fee (over the current Bank of England base rate), compounded daily until full payment. We may withdraw our workforce from the site if payments are not made on time.
- Monthly Accounts Payment is due in full by the last day of the month following the invoice date (Net Monthly Account). Unpaid accounts will be closed, and may only be reopened once all outstanding amounts are settled (including amounts not yet overdue). We may apply interest (15% above the Bank of England base rate), administration fees (minimum £125), and legal costs for recovering overdue payments. We also reserve the right to charge fees for bounced checks. Credit limits are subject to change without notice.

- Credit/Debit Card Payments for Credit Accounts: We normally only accept debit cards for credit account payments. In exceptional cases, we may accept credit cards, but a 3% surcharge will apply to cover our costs.
- **Title of Goods:** All materials supplied remain Surfastone's property until full payment is received. You may not offset payments due to us with unrelated claims without our written agreement.

## **Delivery & Collection**

- **Delivery Costs:** Delivery charges are shown at checkout.
- **Free Collection:** You can collect your order from one of our warehouses for free.
- **Delivery Area:** We deliver within mainland UK & EU only.
- **Delivery Timeframe:** We aim to deliver within 14-21 working days, but cannot guarantee an exact time of delivery. Delivery dates provided are estimates, and we'll strive to deliver within a reasonable timeframe.
- **Kerb-side Delivery:** Our standard delivery is to the kerb-side entrance of your address. You are responsible for moving items from that point onwards.
- Access Responsibility: Please ensure there's adequate access to the
  installation area within your property. This includes checking the size of doors,
  hallways, and staircases against the items ordered. Unless we have
  conducted a site survey, it's your responsibility to make any necessary
  changes prior to delivery.
- **Aborted Deliveries:** We may charge a fee for delivery attempts that fail due to your actions or omissions.

#### Risk

Once delivery is completed as outlined above, the risk for the products (including potential damage) transfers to you. Please inspect the goods upon delivery, and report any damage to us within 48 hours. We will not consider damage claims reported after 48 hours, or if you have started installation of the products.

## **Return Policy**

- Right to Cancel: You have the right to cancel your order within 48 hours of delivery (starting the day after you receive the goods) and return them for a full refund unless the goods are made to your specifications, perishable, or cannot be returned due to their nature.
- Cancellation Process: To cancel, notify us in writing (email, or letter) within the 48-hour period.
- Customer Responsibility: You must take reasonable care of the goods and return them in saleable condition at your expense. We recommend using a recorded delivery service for your protection.
- **Return Confirmation:** We will send you a confirmation email with details for returning the items.

## **Re-stocking Policy**

- No Sale or Return: Goods are not sold on a sale or return basis. You are liable for full payment once ordered.
- **Discretionary Returns:** At our sole discretion, we may accept returns or cancellations upon you paying a minimum 20% re-stocking or cancellation fee.
- **Exclusions:** This does not apply to damaged, modified, installed, or bespoke goods.

## **Storage of Products**

- Free Storage Period: We will store your products free of charge for 7 days after the estimated delivery date or their availability.
- Extended Storage: If you cannot accept delivery after 7 days, we will continue storing the products for up to 28 more days, but you will incur reasonable storage, insurance, and administrative fees.
- **Deadline for Collection:** After the total storage period expires, you must take delivery or arrange alternative storage elsewhere. We are not obligated to store products beyond this time frame.

## **Third-Party Rights**

• Our Agreement: This agreement is solely between Surfastone Ltd. and you, the customer. No other person or company has the right to enforce any of its terms.

## **Privacy Policy**

#### Introduction

Surfastone Ltd. ("Surfastone", "we", "us") values your privacy. This policy explains how we collect, use, protect, and share your personal information when you use our website and purchase our tiling and stone products.

#### **Data We Collect**

- Contact Information: Name, address, phone number, email address.
- Order Information: Products purchased, payment details (we do not store full card numbers).
- Other information you choose to provide: [e.g., survey responses, feedback].
- **Automatically Collected Data:** [If applicable] IP address, device type, browsing history on our site (anonymized).

#### **How We Use Your Data**

- Fulfill Orders: Process orders, payments, and shipping.
- Customer Service: Provide support and answer your questions.
- **Improvement:** Analyze trends and usage to improve our products, services, and website.
- Marketing Communications: With your explicit consent, send you information about new products, promotions, or offers that may interest you. You can withdraw consent at any time.
- Credit Checks: Assess eligibility for credit accounts.

#### **Data Sharing**

- **Necessary Service Providers:** We may share data with shipping companies, payment processors, and other essential partners to fulfill your order.
- **Legal Compliance:** We may disclose your information if required by law, to protect our rights, or in case of fraud or safety concerns.

#### **Your Choices**

- Access and Updates: You have the right to request a copy of your data and update it as needed.
- Restrict Use: You can request us to limit how we use your data.
- Marketing Opt-Out: Unsubscribe from marketing emails at any time by clicking the "unsubscribe" link at the bottom or by contacting us.

Contact mail@surfastone.com

#### **Changes to Privacy Policy**

• We may update this policy from time to time. We will notify you of significant changes by website notification.

# Contact Us

For any privacy-related questions or concerns, please contact: <a href="mail@surfastone.com">mail@surfastone.com</a>