



Meadee Flooring Ltd,  
 Unit 5 Bennet Place,  
 15 Bennet Rd,  
 Reading,  
 Berkshire,  
 RG2 0QX

<p><b>Terms &amp; Conditions for goods and services – Consumers</b></p> <p><b>OUR TERMS</b></p> <p><b>1. DEFINITIONS</b></p> <p>1.1 When the following words with capital letters are used in these Terms, this is what they will mean:</p> <p>(a) <b>Contract:</b> is an agreement for Our sale or supply to you of the Goods and/or the Services which comes into existence under clause 2.4;</p> <p>(b) <b>Event Outside Our Control:</b> is defined in clause 7.</p> <p>(c) <b>Goods:</b> the goods that We are selling to you as set out in the Order;</p> <p>(d) <b>Order:</b> your order for the Goods and/or Services [as set out overleaf];</p> <p>(e) <b>Services:</b> the services that We are providing to you as set out in the Order;</p> <p>(f) <b>Terms:</b> the terms and conditions set out in this document; and</p> <p>(g) <b>We/Our/Us:</b> Meadee Flooring Limited, a company registered in England and Wales under company number 04884253 and with our registered office and main trading address is Unit 5 Bennet Place, 15 Bennet Road, Reading, Berkshire RG2 0QX. Our VAT number is 823 2884 24</p> <p>1.2 When We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise.</p> <p><b>2. OUR CONTRACT WITH YOU</b></p> <p>2.1 These are the terms and conditions on which We supply Goods, or Services, or both Goods and Services, to you.</p> <p>2.2 Please ensure that you read these Terms carefully, and check that the details on the Order and in these Terms are complete and accurate, before you sign and submit the Order. If you think that there is a mistake or require any changes, please contact Us to discuss. We will confirm any changes in writing to avoid any confusion between you and Us.</p> <p>2.3 When you sign and submit the Order to Us, this does not mean We have accepted your order for Goods and/or Services. Our acceptance of the Order will take place as described in clause 2.4. If We are unable to supply you with the Goods and/or Services, We will inform you of this and We will not process the Order.</p> <p>2.4 These Terms will become binding on you and Us when We contact you that We are able to provide you with the Services and/or the Goods, which We will also confirm in writing to you, at which point a Contract will come into existence between you and Us.</p> <p>2.5 If any of these Terms conflict with any term of the Order, the Order will take priority.</p> <p>2.6 We shall assign an order number to the Order and inform you of it when We confirm the Order. Please quote the order number in all subsequent correspondence with Us relating to the Order.</p> <p>2.7 Our website is solely for the promotion of Our Goods in the UK. Unfortunately, We do not accept orders from or deliver to addresses outside the UK.</p> <p>2.8 The images of the Goods on Our website 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 Goods.</p>	<p>Your Goods may vary slightly from those images. Although We have made every effort to be as accurate as possible, because our Goods are natural products, in some cases with their inherent characteristics, all sizes, weights, capacities, dimensions and measurements indicated on Our website have a 5% tolerance.</p> <p><b>3. CHANGES TO ORDER OR TERMS</b></p> <p>3.1 We may revise these Terms from time to time in the following circumstances:</p> <p>(a) changes in how We accept payment from you;</p> <p>(b) changes in relevant laws and regulatory requirements.</p> <p>3.2 If We have to revise these Terms under clause 3.1, We will give you at least one month's written notice of any changes to these Terms before they take effect. You can choose to cancel the contract in accordance with clause 12.12(c).</p> <p>3.3 You may make a change to the Order for Goods and/or Services within three calendar days of placing an Order by contacting Us, except in the case of made-to-measure Goods. Where this means a change in the total price of the Goods and/or Services, We will notify you of the amended price in writing. You can choose to cancel the Order in accordance with clause 13 in these circumstances.</p> <p>3.4 If you wish to cancel an Order before it has been fulfilled, please see your right to do so in clause 13. In the case of made-to-measure Goods, unfortunately, because We make these Goods to your specific requirements, you will not be able to cancel an Order once it is made.</p> <p><b>4. MADE-TO-MEASURE GOODS</b></p> <p>4.1 We make the Goods according to the measurements you provide Us. You can find information and tips on how to measure by contacting Us.</p> <p>4.2 Please make sure your measurements are correct and accurate. Unfortunately, We cannot accept the return of made-to-measure Goods if the reason for the return is because you provided Us with incorrect measurements. However, this will not affect your legal rights as a consumer in relation to made-to-measure Goods that are faulty or not as described. Advice about your legal rights is available at your local Citizen's Advice Bureau or Trading Standards office.</p> <p><b>5. DELIVERY OF GOODS</b></p> <p>Timescales for delivery and delivery charges will vary depending on the availability of the Goods and your address. We will contact you with an estimated delivery date. 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 Goods to be fitted before you have taken delivery of them.</p> <p>5.1 Deliveries will be made to the 'kerb side' and we will not be able to deliver the Goods unless you have ensured that:</p> <p>(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;</p> <p>(b) Your address is accessible for a heavy goods vehicle;</p> <p>(c) The delivery vehicle is able to park at your address without committing any parking offences.</p>
	<p><b>9. IF THERE IS A PROBLEM WITH THE SERVICES</b></p>

<p>5.2 If you have asked to collect the Goods from Our premises, you can collect the Goods from Us at any time during Our working hours of 9.30am – 4.00pm on weekdays.</p> <p>5.3 Delivery of an Order shall be completed when We deliver the Goods to the address you gave Us or you collect them from Us.</p> <p>5.4 If no one is available at your address to take delivery, We will leave you a note that the Goods have been returned to Our premises, in which case, please contact us to rearrange delivery. We reserve the right to charge you for the additional costs we incur in re-arranging delivery.</p> <p>5.5 If We are not able to deliver the whole of the Order at one time due to operational reasons or shortage of stock, We will deliver the Order in instalments. We will not charge you extra delivery costs for this. However, if you ask Us to deliver the Order in instalments, We may charge you extra delivery costs. Each instalment shall constitute a separate Contract governed by these Terms. If We are late delivering an instalment or one instalment is faulty, that will not entitle you to cancel any other instalment.</p> <p>5.6 The Goods will be your responsibility from the completion of delivery.</p> <p>5.7 You own the Goods once We have received payment in full.</p>	<p>9.1 In the unlikely event that there is any defect with the Services:</p> <p>(a) please contact Us and tell Us as soon as reasonably possible;</p> <p>(b) please give Us a reasonable opportunity to repair or fix any defect; and</p> <p>(c) We will use every effort to repair or fix the defect as soon as reasonably practicable.</p> <p>You will not have to pay for Us to repair or fix a defect with the Services under this clause 9.1, as long as you inform Us of the defect within a reasonable and in any event, within 12 months of the Services being carried out.</p> <p>9.2 As a consumer, you have legal rights in relation to Services not carried out with reasonable skill and care, or if the materials We use 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.</p>
<p><b>6. IF THE GOODS ARE FAULTY</b></p> <p><b>AS A CONSUMER, YOU HAVE LEGAL RIGHTS IN RELATION TO GOODS 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.</b></p>	<p><b>10. PRICE AND PAYMENT</b></p> <p>10.1 The price of the Goods and/or the Services will be set out in Our price list in force at the time We confirm your Order. Our prices may change at any time, but price changes will not affect Orders that We have confirmed with you.</p> <p>10.2 These prices include VAT. However, if the rate of VAT changes between the date of the Order and the date of delivery or performance, We will adjust the rate of VAT that you pay, unless you have already paid for the Goods and/or Services in full before the change in the rate of VAT takes effect.</p>
<p><b>7. THIRD-PARTY MANUFACTURER'S GUARANTEE OF GOODS</b></p> <p>7.1 The Goods may come with a manufacturer's guarantee. Where applicable, for details, please refer to the manufacturer's guarantee relating to the Goods. Details of the manufacturer's guarantee (if any) can be obtained from the manufacturer's website and any such guarantee may be subject to conditions and limitations in respect of the fitting of the Goods. You shall be responsible for determining any applicable conditions and we are not obliged to draw these to your attention.</p> <p>7.2 This guarantee is in addition to your legal rights in relation to the Goods that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.</p>	<p>10.3 The prices for the Goods exclude delivery costs (if any), which will be added to the total amount due. We will add Our delivery charge of £12.95 to the price for the Goods except that no delivery charge will be made where we have agreed to fit the Goods at the time we confirm the Order .</p> <p>10.4 It is always possible that, despite Our best efforts, some of the Goods We sell may be incorrectly priced. We will normally check prices as part of Our despatch procedures so that, where the Goods' correct price is less than Our stated price, We will charge the lower amount when dispatching the Goods to you. If the Goods' correct price is higher than the price stated on Our site, We will contact you to tell you and for your instructions.</p> <p>10.5 Where We are providing Goods only (but not Services) to you, you must make payment for Goods in advance by a credit or debit card which is acceptable to us. We do not accept American Express. Where we are providing Goods and Services to you, we will not charge your credit or debit card until We deliver the Goods to you.</p>
<p><b>8. PROVIDING SERVICES</b></p> <p>8.1 We will supply the Services to you from the date set out in the Order until the estimated completion date set out in the Order.</p> <p>8.2 We will make every effort to complete the Services on time. However, there may be delays due to an Event Outside Our Control. See clause 12 for Our responsibilities when an Event Outside Our Control happens.</p> <p>8.3 We will need certain information from you that is necessary for Us to provide the Services, for example, measurements of rooms to be fitted, whether removal of existing floor covering is to be carried out by you or us, type and state of subfloor, confirmation rooms are empty of furniture / fittings unless agreed and hours access can be granted. This is not an exhaustive list and we will contact you about this. If you do not, after being asked by Us, provide Us with this information, or you provide Us with incomplete or incorrect information, We may make an additional charge of a reasonable sum to cover any extra work that is required, or We may suspend the Services by giving you written notice. We will not be liable for any delay or non-performance where you have not provided this information to Us after We have asked. If we suspend the Services under this clause 8.3, you do not have to pay for the Services while they are suspended, but this does not affect your obligation to pay for any invoices We have already sent you.</p> <p>8.4 We may have to suspend the Services if We have to deal with technical problems, or to make improvements agreed between you and Us in writing to the Services. We will contact you to let you know in advance where this occurs, unless the problem is urgent or an emergency. You do not have to pay for the Services while they are suspended under this clause 8.4 but this does not affect your obligation to pay for any invoices We have already sent you.</p> <p>8.5 If you do not pay Us for the Services when you are supposed to as set out in clause 10.5, We may suspend the Services with immediate effect until you have paid Us the outstanding amounts (except where you dispute an invoice under clause 10.9). We will contact you to tell you this. This does not affect Our right to charge you interest under clause 10.8.</p>	<p>10.6 Where We are providing Services to you, We may ask you to make an advance payment of 50% of the price of the Services. Your rights to a refund on cancellation are set out in clause 13.12. We will invoice you for the balance of the price of the Services on or any time after We have performed the Services. Each invoice will quote the Order number where given. You must pay each invoice in cleared monies within the number of calendar days from the date of invoice as stated in the Contract. Payment of the invoice must be by cheque, bank transfer or credit or debit card acceptable to us. If no payment date is specified in the Contract the invoice for Services must be paid on completion.</p> <p>10.7 After we have performed the Services you must pay the balance of the price of the Services in full without deduction or withholding payment of any amount. If there is a problem with the Services then your rights are set out in clause 9.</p> <p>10.8 If you do not make any payment due to Us by the due date for payment, We may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of Barclays Bank Plc 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.</p> <p>10.9 However, if you dispute an invoice in good faith and contact Us to let Us know promptly after you have received an invoice that you dispute it, clause 10.8 will not apply for the period of the dispute.</p> <p><b>11. OUR LIABILITY TO YOU</b></p> <p>11.1 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 the 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 this contract.</p>
<p>11.2 If We are installing the Goods and/or providing Services in your property,</p>	<p>12.10 Details of your legal right to cancel and an explanation of how to exercise</p>

<p>We will make good any damage to your property caused by Us in the course of installation or performance. However, We are not responsible for the cost of repairing any pre-existing faults or damage to your property that We discover in the course of installation and/or performance by Us.</p> <p>11.3 We only supply the Goods and/or Services to you for domestic and private use. You agree not to use the Goods and/or Services for any commercial, business or re-sale purpose, and We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.</p> <p>11.4 We do not exclude or limit in any way Our liability for:</p> <p>(a) death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;</p> <p>(b) fraud or fraudulent misrepresentation;</p> <p>(c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 and by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);</p> <p>(d) breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); and</p> <p>defective products under the Consumer Protection Act 1987</p> <p><b>12. EVENTS OUTSIDE OUR CONTROL</b></p> <p>12.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.</p> <p>12.2 Your legal right to cancel a Contract starts from the date when the Contract between us is formed under clause 2.4. If the Goods have already been delivered to you, you have a period of 7 (seven) working days in which you may cancel, starting from the day after the day you receive the Goods. Working days means that Saturdays, Sundays or public holidays are not included in this period.</p> <p>12.3 To cancel a Contract, you must contact us in writing by sending an e-mail to <a href="mailto:info@meadeeflooring.co.uk">info@meadeeflooring.co.uk</a> or by sending a letter to Meadee Flooring Ltd, Unit 5, Bennet Place, 15 Bennet Road, Reading RG2 0QX. Please contact us by e-mail us at <a href="mailto:info@meadeeflooring.co.uk">info@meadeeflooring.co.uk</a>. 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 0118 9862200 between 9.00am to 4.30pm and we take your call and acknowledge your cancellation notification.</p> <p>12.4 You will receive a full refund of the price you paid for the Goods 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 30 calendar days of the day on which you gave us notice of cancellation as described in clause 12.3. If you returned the Goods to us because they were faulty or mis-described, please see clause 12.5.</p> <p>12.5 If you have returned the Goods to us under this clause 13 because they are faulty or mis-described, we will refund the price of defective Goods in full, any applicable delivery charges, and any reasonable costs you incur in returning the item to us.</p> <p>12.6 Please note that some Goods may have skive or knife marks, which is an inherent characteristic of products made from recycled rubber. Skive and knife marks do not make any Goods faulty.</p> <p>12.7 We refund you on the credit card or debit card used by you to pay.</p> <p>12.8</p> <p>12.9 If the Goods were delivered to you:</p> <p>(a) you must return the Goods to us as soon as reasonably practicable. If the Goods require collection, we will collect the Goods from the address to which they were delivered. We will contact you to arrange a suitable time for collection;</p> <p>(b) unless the Goods are faulty or not as described (in this case, see clause 12.5), you will be responsible for the cost of returning the Goods to us or, where relevant, the cost of us collecting the Goods from you. We charge £15 for collection within 5 mile radius of our Reading business premises or otherwise £75 for each collection of the Goods from the address to which they were delivered.</p> <p>(c) you have a legal obligation to keep the Goods in your possession and to take reasonable care of the Goods while they are in your possession.</p>	<p>it are provided in our quotation delivered to you before the Contract is made.</p> <p>12.11 As a consumer, you will always have legal rights in relation to Goods that are faulty or not as described. These legal rights are not affected by the returns policy in this clause 13 or these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.</p> <p>12.12 Once We have begun to provide the Services to you, you may cancel the Contract for Services with immediate effect by giving Us written notice if:</p> <p>(a) We break this Contract in any material way and We do not correct or fix the situation within 30 days of you asking Us to in writing;</p> <p>(b) We go into liquidation or a receiver or an administrator is appointed over Our assets;</p> <p>(c) We change these Terms under clause 3.1 to your material disadvantage;</p> <p>(d) We are affected by an Event Outside Our Control.</p> <p><b>13. YOUR RIGHTS TO CANCEL SERVICES AND APPLICABLE REFUND</b></p> <p>13.1 Before We begin to provide the Services, you have the following rights to cancel an Order for Services, including where you choose to cancel because We are affected by an Event Outside Our Control or if We change these Terms under clause 3 to your material disadvantage:</p> <p>(a) You may cancel any Order for Services within 7 calendar days of placing an Order by contacting Us. We will confirm your cancellation in writing to you.</p> <p>(b) If you cancel an Order under clause 14.1(a) and you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you.</p> <p>(c) However, if you cancel an Order for Services under clause 14.1(a) and We have already started work on your Order by that time, you will pay Us any costs We reasonably incurred in starting to fulfil the Order, and this charge will be deducted from any refund that is due to you or, if no refund is due to you, invoiced to you. We will tell you what these costs are when you contact Us. However, where you have cancelled an Order because of Our failure to comply with these Terms (except where We have been affected by an Event Outside Our Control), you do not have to make any payment to Us.</p> <p>13.2 Once We have begun to provide the Services to you, you may cancel the contract for Services with immediate effect by giving Us written notice if:</p> <p>(a) We break this contract in any material way and We do not correct or fix the situation within 14 days of you asking Us to in writing;</p> <p>(b) We go into liquidation or a receiver or an administrator is appointed over Our assets;</p> <p>(c) We change these Terms under clause 3 to your material disadvantage;</p> <p>(d) We are affected by an Event Outside Our Control.</p> <p><b>14. OUR RIGHTS TO CANCEL AND APPLICABLE REFUND</b></p> <p>14.1 If We have to cancel an Order for Goods (including made-to-measure Goods) and/or Services before the Services start or the Goods are delivered:</p> <p>(a) We may have to cancel an Order before the start date for the Services or before the Goods are delivered, due to an Event Outside Our Control or the unavailability of stock or (in the case of Services) key personnel or key materials without which We cannot provide the Services. We will promptly contact you if this happens.</p> <p>(b) If We have to cancel an Order under clause 15.1(a) and you have made any payment in advance for Services that have not been provided to you, or Goods that have not been delivered to you, We will refund these amounts to you.</p> <p>(c) Where We have already started work on your Order for Services or made-to-measure Goods by the time We have to cancel under clause 15.1(a), We will not charge you anything and you will not have to make any payment to Us.</p> <p>14.2 Once We have begun to provide the Services to you, We may cancel the contract for the Services at any time by providing you with at least [30] calendar days' notice in writing. If you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you.</p>
<p>14.3 We may cancel the contract for Services at any time with immediate effect</p>	<p><b>WEBSITE TERMS AND CONDITIONS FOR A CONSUMER</b></p> <p>THIS PAGE (TOGETHER WITH OUR PRIVACY POLICY AND TERMS OF WEBSITE USE) TELLS YOU</p>

<p>by giving you written notice if:</p> <p>(a) you do not pay Us when you are supposed to as set out in clause 10.5. This does not affect Our right to charge you interest under clause 10.8; or</p> <p>(b) you break the contract in any other material way and you do not correct or fix the situation within 14 days of Us asking you to in writing.</p> <p><b>15. HOW TO CONTACT US</b></p> <p>15.1 If you have any questions or if you have any complaints, please contact Us. You can contact Us by telephoning Our customer service team at 0118 9862200 or by e-mailing Us at <a href="mailto:info@meadeeflooring.co.uk">info@meadeeflooring.co.uk</a>.</p> <p>15.2 If you wish to contact Us in writing, or if any clause in these Terms requires you to give Us notice in writing (for example, to cancel the Contract), you can send this to Us by e-mail, by hand, or by pre-paid no post to Meadee Flooring Limited, Unit 5 Bennet Place, 15 Bennet Road, Reading, Berkshire RG2 0QX. We will confirm receipt of this by contacting you in writing. If We have to contact you or give you notice in writing, We will do so by e-mail, by hand, or by pre-paid post to the address you provide to Us in the Order.</p> <p><b>16. HOW WE MAY USE YOUR PERSONAL INFORMATION</b></p> <p>16.1 We will use the personal information you provide to Us to:</p> <p>(a) provide the Goods and/or Services;</p> <p>(b) process your payment for such Goods and/or Services; and</p> <p>(c) inform you about similar products or services that We provide, but you may stop receiving these at any time by contacting Us.</p> <p>16.2 We will not give your personal data to any other third party except to couriers or contractors so that they can deliver the Goods or perform the Services.</p> <p><b>17. OTHER IMPORTANT TERMS</b></p> <p>17.1 We may transfer Our rights and obligations under these Terms to another organisation, and We will always notify you in writing if this happens, but this will not affect your rights or Our obligations under these Terms.</p> <p>17.2 The Contract is between you and Us. No other person shall have any rights to enforce any of its terms. However, the purchaser of your property will have the benefit of the guarantee at clause 7 if you transfer it to them, but We and you will not need their consent to cancel or make any changes to these Terms.</p> <p>17.3 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.</p> <p>17.4 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.</p> <p>17.5 These Terms are governed by English law. You and We both agree to submit to the non-exclusive jurisdiction of the English courts. However, 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.</p>	<p>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.</p> <p>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.</p> <p>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.</p> <p>YOU SHOULD PRINT A COPY OF THESE TERMS OR SAVE THEM TO YOUR COMPUTER FOR FUTURE REFERENCE.</p> <p>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 18TH APRIL 2013.</p> <p>THESE TERMS, AND ANY CONTRACT BETWEEN US, ARE ONLY IN THE ENGLISH LANGUAGE.</p> <p><b>1. INFORMATION ABOUT US</b></p> <p>1.1 We operate the website <a href="http://www.meadeeflooring.co.uk">www.meadeeflooring.co.uk</a>. We are 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.</p> <p>1.2 To contact us, please see our Contact Us page <a href="http://www.meadeeflooring.co.uk/contact.php">www.meadeeflooring.co.uk/contact.php</a>.</p> <p><b>2. OUR PRODUCTS</b></p> <p>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.</p> <p>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.</p> <p>2.3 The packaging of the Products may vary from that shown on images on</p> <p>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.</p> <p><b>3. USE OF OUR SITE</b></p> <p>Your use of our site is governed by our <i>Terms of website use</i>. Please take the time to read these, as they include important terms which apply to you.</p> <p><b>4. HOW WE USE YOUR PERSONAL INFORMATION</b></p> <p>We only use your personal information in accordance our <i>Privacy Policy</i>. For details, please see our <i>Privacy Policy</i>. Please take the time to read these, as they include important terms which apply to you.</p> <p><b>5. AGE RESTRICTIONS AND YOUR CONSUMER RIGHTS</b></p> <p>5.1 You may only purchase Products from our site if you are at least 18 years old.</p> <p>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.</p> <p>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.</p> <p><b>6. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US</b></p> <p>For the steps you need to take to place an order on our site, please visit our online shop page <a href="http://www.meadeeflooring.co.uk/shop_home.php">www.meadeeflooring.co.uk/shop_home.php</a>.</p> <p>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.</p>
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<p>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.</p> <p>6.3 We will confirm our acceptance to you by sending you an e-mail that confirms that the Products have been dispatched (<b>Dispatch Confirmation</b>). The Contract between us will only be formed when we send you the Dispatch Confirmation</p> <p>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 11.3, 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.</p> <p><b>7. OUR RIGHT TO VARY THESE TERMS</b></p> <p>7.1 We may revise these Terms from time to time in the following circumstances:</p> <p>(a) changes in how we accept payment from you;</p> <p>(b) changes in relevant laws and regulatory requirements.</p> <p>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.</p> <p>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.</p> <p><b>8. YOUR RIGHT OF RETURN AND REFUND</b></p> <p>8.1 You have a legal right to cancel a Contract under the Consumer Protection (Distance Selling) Regulations 2000 during the period set out below in clause 12.2. 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.</p> <p>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 been cut to the size you require.</p> <p>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 7 (seven) working days in which you may cancel, starting from the day after the day you receive the Products. Working days means that Saturdays, Sundays or public holidays are not included in this period.</p> <p>8.4 To cancel a Contract, you must contact us in writing by sending an e-mail to <a href="mailto:info@meadeeflooring.co.uk">info@meadeeflooring.co.uk</a> or by sending a letter to Meadee Flooring Ltd, Unit 5, Bennet Place, 15 Bennet Road, Reading RG2 0QX or please contact our Customer Services telephone line 01189 862200 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.</p> <p>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 30 calendar days of the day on which you gave us notice of cancellation as described in clause 12.3. If you returned the Products to us because they were faulty or mis-described, please see clause 12.5.</p> <p>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.</p> <p>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.</p> <p>We refund you on the credit card or debit card used by you to pay.</p>	<p>8.8 If the Products were delivered to you:</p> <p>(a) you must return the Products to us as soon as reasonably practicable. If the Products require collection, we will collect the Products from the address to which they were delivered. We will contact you to arrange a suitable time for collection;</p> <p>(b) unless the Products are faulty or not as described (in this case, see clause 12.5), 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. Our collection charges may be between £50 to £75 depending on the circumstances;</p> <p>(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.</p> <p>8.9 Details of your legal right to cancel and an explanation of how to exercise it are provided in the Dispatch Confirmation.</p> <p>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.</p> <p><b>9. DELIVERY</b></p> <p>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.</p> <p>Delivery will be completed when we deliver the Products to the address you gave us.</p> <p>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.</p> <p>9.3 The Products will be your responsibility from the completion of delivery in accordance with clause 9.2.</p> <p>9.4 You own the Products once we have received payment in full, including all applicable delivery charges.</p> <p>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:</p> <p>(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;</p> <p>(b) Your address is accessible for a heavy goods vehicle;</p> <p>(c) The delivery vehicle is able to park at your address without committing any parking offences.</p> <p><b>10. NO INTERNATIONAL DELIVERY</b></p> <p>10.1 Unfortunately, we do not deliver to addresses outside the UK.</p> <p><b>11. PRICE OF PRODUCTS AND DELIVERY CHARGES</b></p> <p>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 11.3 for what happens in this event.</p> <p>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.</p> <p>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.</p>
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<p>11.3 Our standard delivery charges for Products delivered to mainland UK are £9.95. The price of a Product does not include delivery charges. Delivery charges for 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 and some items will incur additional delivery costs as displayed at the time of ordering.</p>	<p>15.2 An <b>Event Outside Our Control</b> 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.</p>
<p>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:</p>	<p>15.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:</p>
<p>(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</p>	<p>(a) we will contact you as soon as reasonably possible to notify you; and</p>
<p>(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.</p>	<p>(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.</p>
<p><b>12. HOW TO PAY</b></p>	<p><b>16. COMMUNICATIONS BETWEEN US</b></p>
<p>12.1 You can only pay for Products using a debit card or credit card. We accept Visa, Visa debit and Mastercard credit cards. We do not accept American Express credit cards.</p>	<p>16.1 When we refer, in these Terms, to "in writing", this will include e-mail.</p>
<p>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.</p>	<p>(a) To cancel a Contract in accordance with your legal right to do so as set out in clause 8, you must contact us in writing by sending an e-mail to <a href="mailto:info@meadeeflooring.co.uk">info@meadeeflooring.co.uk</a> or by sending a letter to Meadee Flooring Limited, Unit 5 Bennet Place, 15 Bennet Road, Reading, Berkshire, RG2 0QX or please contact us on our customer services telephone line at 0118 9862200. 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 0118 9862200 between 9.00am to 4.30pm and we take your call.</p>
<p><b>13. MANUFACTURER GUARANTEES</b></p>	<p>(b) If you wish to contact us in writing for any other reason, you can send this to us by e-mail at <a href="mailto:info@meadeeflooring.co.uk">info@meadeeflooring.co.uk</a> or by pre-paid post to Meadee Flooring Limited at Unit 5 Bennet Place, 15 Bennet Road, Reading, Berkshire RG2 0QX.</p>
<p>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.</p>	<p>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.</p>
<p>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.</p>	<p><b>17. OTHER IMPORTANT TERMS</b></p>
<p><b>14. OUR LIABILITY</b></p>	<p>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.</p>
<p>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.</p>	<p>17.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.</p>
<p>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.</p>	<p>17.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms.</p>
<p>14.3 We do not in any way exclude or limit our liability for:</p>	<p>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.</p>
<p>(a) death or personal injury caused by our negligence;</p>	<p>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.</p>
<p>(b) fraud or fraudulent misrepresentation;</p>	<p>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.</p>
<p>(c) any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);</p>	<p>We will not file a copy of the Contract between us.</p>
<p>(d) any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and</p>	<p><b>TERMS OF WEBSITE USE</b></p>
<p>(e) defective products under the Consumer Protection Act 1987.</p>	<p>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 <a href="http://www.meadeeflooring.co.uk">www.meadeeflooring.co.uk</a> (<b>our site</b>), 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.</p>
<p><b>15. EVENTS OUTSIDE OUR CONTROL</b></p>	
<p>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.</p>	

#### INFORMATION ABOUT US

www.meadeeflooring.co.uk is a site operated by 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.

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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.

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

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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 ([http://www.meadeeflooring.co.uk/terms\\_conditions.php](http://www.meadeeflooring.co.uk/terms_conditions.php)).

#### 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@meadeeflooring.co.uk](mailto:info@meadeeflooring.co.uk).

#### 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.

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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.

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