

# NEVILLE GROVE

## TERMS AND CONDITIONS

### **Please read all these terms and conditions.**

As we can accept your order and make a legally enforceable agreement without further reference to you, you must read these terms and conditions to make sure that they contain all that you want and nothing that you are not happy with. If you are not sure about anything, just phone me on 07825511501.

### **Application**

1. These Terms and Conditions will apply to the purchase of the services and goods by you (the Customer or you). I am Stephen Croucher trading as NEVILLE GROVE of PO Box 1185, Canterbury, Kent, CT1 9QT with email address neville-grove@hotmail.com; telephone number 07825511501; (the Supplier or I, us or we).
2. These are the terms on which we sell all Services to you. By ordering any of the Services, you agree to be bound by these Terms and Conditions. You can only purchase the Services and Goods from the Website if you are eligible to enter into a contract and are at least 18 years old.

### **Interpretation**

3. **Consumer** means an individual acting for purposes which are wholly or mainly outside his or her trade, business, craft or profession;
4. **Contract** means the legally-binding agreement between you and us for the supply of the Services;
5. **Durable Medium** means paper or email, or any other medium that allows information to be addressed personally to the recipient, enables the recipient to store the information in a way accessible for future reference for a period that is long enough for the purposes of the information, and allows the unchanged reproduction of the information stored;
6. **Goods** means any goods that we supply to you with the Services, of the number and description as set out in the Order;
7. **Order** means the Customer's order for the Services from the Supplier as submitted following the step by step process set out on the Website;
8. **Privacy Policy** means the terms which set out how we will deal with confidential and personal information received from you via the Website;
9. **Services** means the services advertised on the Website, including any Goods, of the number and description set out in the Order;
10. **Website** means our website neville-grove@hotmail.com on which the Services are advertised.

### **Services**

11. The description of the Services and any Goods is as set out in the Website, catalogues, brochures or other form of advertisement. Any description is for illustrative purposes only and there may be small discrepancies in the appearance and colour of any Goods supplied.
12. In the case of Services and any Goods made to your special requirements, it is your responsibility to ensure that any information or specification you provide is accurate.

13. All Services which appear on the Website are subject to availability.
14. We can make changes to the Services which are necessary to comply with any applicable law or safety requirement. We will notify you of these changes.

## **Customer responsibilities**

15. To enable Neville Grove to carry out the service properly and to your satisfaction, you must give us sufficient information in writing by completing the Weathering Enquiry Form on the website and in subsequent written instruction via email. This written instruction will form the basis of my brief on how and what services are to be carried out. It will also form the basis of my fee quote and contractual agreement between you and Neville Grove.
16. Failure to comply with the above is a Customer default which entitles us to suspend performance of the Services until you remedy it or if you fail to remedy it following our request, we can terminate the Contract with immediate effect on written notice to you.

## **Personal information**

17. We retain and use all information strictly under the Privacy Policy.
18. We may contact you by using e-mail or other electronic communication methods and by pre-paid post and you expressly agree to this.

## **Basis of Sale**

19. The description of the Services and any Goods in our website does not constitute a contractual offer to sell the Services or Goods.
20. The Order process is set out on the Website. Each step allows you to check and amend any errors before submitting the Order. It is your responsibility to check that you have used the ordering process correctly.
21. You will complete the Weathering Enquiry form on the website and provide as much additional information as required for us to form a fee quotation, to carry out our service and to arrange safe delivery of goods between Neville Grove and yourself.
22. Neville Grove will send you a Quotation for Weathering Services document via email that will set out your required service(s), the itemized cost of service(s) and your preferred delivery methods.. This document, along with a written confirmation by yourself will form the Contract between you and Neville Grove. I will also require further information such as contact details and delivery information which needs to be returned to me via email should you want to proceed with the order.
23. A Contract will be formed for the Services ordered only when Neville Grove receives the written confirmation and / or additional information from you that is sufficient for me to complete the service and arrange shipping. You must ensure that your written confirmation is complete and accurate and inform us immediately of any errors or inaccuracies. We are not responsible for any inaccuracies in the Order placed by you.
24. This written confirmation can be in the form of a reply email to my Quotation for Weathering Services including an instruction to proceed. However, where you the customer supplies specific instruction or additional personal details that are clearly intended to provide information for me to complete the service, and arrange return delivery, this will be deemed sufficient to constitute the order confirmation unless stated otherwise.

25. No variation of the Contract, whether about description of the Services, Fees or otherwise, can be made after it has been entered into unless the variation is agreed by the Customer and the Supplier in writing.
26. Should you require that the Contract includes an additional service after the Contract has been formed, inform Neville Grove immediately in writing. At Neville Grove's discretion your additional requirements will be accommodated where possible, and at an additional price to be agreed with you before commencement of works.
27. In entering into the contract with Neville Grove it is on the understanding that any items owned by you will be held by Neville Grove until full payment has been made for the agreed services.
28. Responsibility for your item passes to Neville Grove upon taking receipt of it from your chosen delivery service. Neville Grove will cover costs in the event of theft or damage to your item. Neville Grove's responsibility ends once your item has been dispatched using your preferred delivery option and to the delivery address as stated in the contract.
29. Any quotation or estimate of Fees (as defined below) is valid for a maximum period of 14 days from its date, unless we expressly withdraw it at an earlier time.
30. We intend that these Terms and Conditions apply only to a Contract entered into by you as a Consumer. If this is not the case, you must tell us, so that we can provide you with a different contract with terms which are more appropriate for you and which might, in some respects, be better for you, eg by giving you rights as a business.

## **Fees and Payment**

31. The fees (Fees) for the Services, the price of any Goods (if not included in the Fees) and any additional delivery or other charges is that set out on the Website at the date we accept the Order or such other price as we may agree in writing.
32. Prices for Services that are not listed on the website will be calculated at a fair and equivalent amount to those services listed on the website and put into a fee quote for agreement with you.
33. In either case Neville Grove will not commence the service until the written confirmation has been received from you.
34. Upon completion of the services, Neville Grove will send you a Photograph of the completed works, as proof of completed services, along with our invoice.
35. In the event that judging by the photograph of the completed item(s) you consider the services to have not been carried out to your expectations, please contact Neville Grove and we will refer back to the written agreement and act accordingly. We will amend or carry out additional services as required and at no extra charge in the following circumstances only:
  - a) Where a particular service has been carried out incorrectly according to the written agreement and is deemed by Neville Grove to have been carried out to a different level of service as per the description on the website and agreed in the Contract.
  - b) Where Neville Grove considers the quality of service to be of a lesser grade than for the service agreed in the Contract.
  - c) Where an additional service agreed in writing between you and Neville Grove has not been carried out (e.g fitting of additional details)
36. Photographs of your completed item are sent to you as a record and proof of the finished service carried out by Neville Grove. However, by entering into the contract, it is on the understanding that actual colours may vary due to the fact that every computer monitor, laptop, tablet, phone screen or printed medium have varying capabilities and characteristics. Appearance of your item will also vary under differing lighting conditions and when using different photographic equipment.

37. You must pay by submitting your credit or debit card details via the Paypal invoice and we can accept payment immediately or otherwise before dispatch of the finished item to you. (You do not require a PayPal account to make the transaction).
38. If you pay by cheque, cash or postal order, this should be included within your parcel to Neville Grove to avoid delay. Our service will not commence until after payment has been received.
39. At Neville Groves discretion, and with your prior agreement, we may invoice you for partial completion of large contracts to enable earlier dispatch of some items to you if desired. However, in some instances this may incur additional delivery costs to you with your chosen service.

## **Delivery to Neville Grove - from You**

40. You are responsible for the loss or damage of any items that you send to Neville Grove for the duration of transit.
41. All items being sent to NEVILLE GROVE must be sent to, PO Box 1185, Canterbury, Kent, CT1 9QT via Royal Mail only. **If you use an alternative courier and send to this address then the item will be returned to you, and you may be charged by your courier.**
42. If an alternative delivery provider is preferred by you, this must be agreed and confirmed in writing with NEVILLE GROVE prior to dispatch.
43. Your alternative delivery provider must deliver to an alternative collection point that has been agreed and confirmed in writing with NEVILLE GROVE prior to dispatch.
44. We do not generally receive from addresses outside England and Wales, Scotland, Northern Ireland, the Isle of Man and Channels Islands. If, however, we accept an Order for delivery outside that area, you may need to pay import duties or other taxes, as we will not pay them.
45. The choice and cost of delivery is your responsibility but Neville Grove would recommend a minimum service of "Royal Mail Signed For 2nd Class" or current equivalent.
46. We do not offer any compensation for loss or damage to any goods during delivery to or from Neville Grove.
47. Compensation for any missing parcels or damaged contents therein is to be sought via your chosen delivery service. Neville Grove will cooperate in any reasonable way to bring the matter to a satisfactory resolution.
48. Neville Grove will inform you of the receipt of your item(s).
49. Neville Grove will photograph your parcel and content upon receipt, and keep on record for the duration of the contract. Photographs will be made available to you, upon request.
50. We will also inform you if the item(s) shows signs of any obvious defects or damage including on the packaging before commencing any works.

## **Delivery to You - from Neville Grove**

51. We will carry out the agreed services, and arrange for shipping to your Delivery Location within a reasonable time.
52. We do not generally deliver to addresses outside England and Wales, Scotland, Northern Ireland, the Isle of Man and Channels Islands. If, however, we accept an Order for delivery outside that area, you may need to pay import duties or other taxes, as we will not pay them.
53. You agree we may deliver the Goods in instalments if we suffer a shortage of stock or other genuine and fair reason, subject to the above provisions and provided you are not liable for extra charges.

54. If you or your nominee fail, through no fault of ours, to take delivery of the Services at the Delivery Location, and the goods are returned to Neville Grove, we may charge the reasonable costs of storing and redelivery.
55. The choice and cost of delivery is your responsibility but Neville Grove would recommend a minimum service of “Royal Mail Signed For 2nd Class” or equivalent.
56. We do not offer any compensation for loss or damage to any goods during delivery to or from Neville Grove.
57. Compensation for any missing parcels or damaged contents therein is to be sought by you via your chosen delivery service. Neville Grove will cooperate in any reasonable way to bring the matter to a satisfactory resolution.
58. Wherever possible Neville Grove will reuse the packaging that your items were delivered to us in. Should the packaging we receive be damaged and not fit for purpose, a small charge may be incurred.
59. Subject to the policy of your chosen delivery service, the condition of goods will become your responsibility from the completion of delivery or Customer collection. You must, if reasonably practicable, examine the Goods before acceptance (e.g identify damaged packaging and notify your courier immediately).
60. If services have been partially or fully completed by Neville Grove and payment is overdue by at least 14 days, or a step occurs towards your bankruptcy, we can choose, by notice to cancel any delivery to yourself.

## Withdrawal and Cancellation

61. You can withdraw the Order by telling us in writing **before** we have notified you of receipt of your item(s). You can do this if you simply wish to change your mind and without giving us a reason, and without incurring any liability.
62. If you cancel the order **after** we have notified you of receipt of your items, you will be charged for the full amount of the agreed quote.
63. Regardless, the return of your cancelled item to yourself will be at your own cost, and via your chosen method of delivery (see website for details). You will be invoiced for return delivery via Paypal and settlement of the invoice is required before your item is dispatched.
64. To exercise the right to cancel, you must inform us of your decision to cancel this Distance Contract by a clear statement setting out your decision (eg a letter sent by post or email) and you must be able to show clear evidence of when the cancellation was made, we will communicate to you an acknowledgement of receipt of such a cancellation in a Durable Medium (eg by email) without delay.
65. For the purposes of these Cancellation Rights a distance contract means a contract carried out between a trader and a consumer under an organised distance sales or service-provision scheme without the simultaneous physical presence of the trader and the consumer, with the exclusive use of one or more means of distance communication up to and including the time at which the contract is concluded;

## Circumstances beyond the control of either party

66. In the event of any failure by a party because of something beyond its reasonable control:
  - d) the party will advise the other party as soon as reasonably practicable; and
  - e) the party's obligations will be suspended so far as is reasonable, provided that that party will act reasonably, and the party will not be liable for any failure which it could not

reasonably avoid, but this will not affect the Customer's above rights relating to delivery (and the right to cancel below).

## Privacy

67. Your privacy is critical to us. We respect your privacy and comply with the General Data Protection Regulation with regard to your personal information.
68. These Terms and Conditions should be read alongside, and are in addition to our policies, including our [privacy policy](#)
69. For the purposes of these Terms and Conditions:
  - a) 'Data Protection Laws' means any applicable law relating to the processing of Personal Data, including, but not limited to the Directive 95/46/EC (Data Protection Directive) or the GDPR.
  - b) 'GDPR' means the General Data Protection Regulation (EU) 2016/679.
  - c) 'Data Controller', 'Personal Data' and 'Processing' shall have the same meaning as in the GDPR.
70. We are a Data Controller of the Personal Data we Process in providing the Services and Goods to you.
71. Where you supply Personal Data to us so we can provide Services and Goods to you, and we Process that Personal Data in the course of providing the Services and Goods to you, we will comply with our obligations imposed by the Data Protection Laws:
  - a) before or at the time of collecting Personal Data, we will identify the purposes for which information is being collected;
  - b) we will only Process Personal Data for the purposes identified;
  - c) we will respect your rights in relation to your Personal Data; and
  - d) we will implement technical and organisational measures to ensure your Personal Data is secure.
72. For any enquiries or complaints regarding data privacy, you can e-mail: [neville-grove@hotmail.com](mailto:neville-grove@hotmail.com)

## Governing law, jurisdiction and complaints

73. The Contract (including any non-contractual matters) is governed by the law of England and Wales.
74. Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the Customer lives in Scotland or Northern Ireland, in the courts of respectively Scotland or Northern Ireland.
75. We try to avoid any dispute, so we deal with complaints as follows: If a dispute occurs customers should contact Neville Grove to find a solution. We will aim to respond within 5 working days..

## Attribution

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