

## Terms and Conditions

PLEASE READ THESE TERMS OF SALE CAREFULLY BEFORE PLACING YOUR ORDER AND RETAIN A COPY OF THESE TERMS AND YOUR ORDER FOR FUTURE REFERENCE.

### 1. Definitions and Formation of the contract

1.1 In these Terms, the following definitions apply:

“Charges” means the charges for the Goods / Services Specified in the Quotation;

“Contract” means the contract for the provision of the Goods / Services;

“Goods” means the goods specified in the Quotation;

“Goods / Services” means goods and / or services;

“Quotation” means the Supplier’s Quotation and any documents / schedules attached to the Quotation;

“Services” means the services specified in the Quotation;

“Supplier” means Crocodile Flood Solutions Limited, (registered in England under no 08973321) of Hamilton House, 9 Hucknall Road, Sherwood, Nottingham. NG5 1AE.

“These Terms” means the terms and condition for the supply of goods / services set out in this document.

1.2 These terms of sale apply to all Goods / Services supplied by the Supplier.

1.3 The contract is subject to your right of cancellation (see below).

1.4 The Supplier may change these terms without notice to you in relation to future sales.

### 2. Description and price of the Goods / Services

2.1 The description and price of the Goods you order and / or the Services are as set out in the Quotation.

2.2 The Goods are subject to availability. If on receipt of your order the Goods you have ordered are not available in stock, the Supplier will inform you as soon as possible, and refund or re-credit you for any sum that has been paid by you or debited from your credit card for the goods.

2.3 If the contract includes the provision of Services then unless the Supplier is providing you with a written survey report as part of the services:-

2.3.1 It is your responsibility to provide the Supplier, in sufficient time, with any information and instructions relating to the Services that is or are necessary to enable the Supplier to provide the Services in accordance with the Contract.

2.3.2 If you fail to do so, or provide the Supplier with incomplete, incorrect or inaccurate information or instructions, the Supplier reserves the right to cancel the Contract by giving written notice to you, or to make an additional charge of a reasonable sum to cover any extra work that is required.

2.4 If the Services requested by you are not available for any reason beyond the Supplier’s reasonable control, the Supplier will promptly notify you in writing or by email and endeavour to provide an alternative service which is reasonably acceptable to you, but if it is not able to do so the Supplier shall be entitled to cancel the order or (if the order has been accepted by you in writing or by email and refund or re-credit to you any sum that has been paid by you or debited from your credit card for the Services.

2.5 The Goods / Services are supplied only for domestic and private use, and you agree not to use the Goods / Services for any commercial purpose.

2.6 In addition to the price, you will be required to pay a delivery charge for the Goods, as shown on the Quotation.

2.7 The price of the Goods / Services and delivery charges is inclusive of Value Added Tax (VAT) which will be charged at current VAT rates as shown on the Quotation.

### 3. Payment and Charges

3.1 If you order Goods only, payment for the Goods is due in full when the Supplier confirms your order.

3.2 If you order Goods and Service or Services alone a deposit is payable by you on confirmation of your order, and the balance on or before the first day of the provision by the Supplier of the Services. If the deposit is paid not within five days, the Supplier reserves the right to cancel the order. If the balance of the Charges are not paid, or you cancel the Contract otherwise than as permitted under paragraph 5, the Supplier shall be entitled to forfeit your deposit

3.3 In addition to Clause 3.2 if payment is not made on the due date, the Supplier will be entitled to charge interest on the unpaid balance of the Charges at 2% per month.

### 4. Delivery

4.1 The Goods you order will be delivered to the address you give when you place your order, except that deliveries are not made outside the United Kingdom, and some parts of the United Kingdom are not covered, as shown in the Supplier’s Quotation at the time you place your order.

4.2 If delivery cannot be made to your address, the Supplier will inform you as soon as possible, and refund or re-credit you for any sum that has been paid by you or debited from your credit card for delivery.

4.3 If there is no one at the address given who is competent to accept delivery of the Goods, you will be notified of an alternative delivery date or a place to collect the Goods.

4.4 Every effort will be made to deliver the Goods as soon as possible after your order has been accepted, and in any event within 30 days of your order. However, the Supplier will not be liable for any loss or damage suffered

by you through any reasonable or unavoidable delay in delivery. In this case, the Supplier will inform you as soon as possible.

4.5 You will become the owner of the Goods you ordered and responsible for risk of loss of or damage to them once they have been delivered to you.

## **5. Your right of cancellation**

5.1 Goods: You have the right to cancel the contract at any time up to the end of fourteen calendar days after you receive the Goods (see below). However if the Goods have been made to your specifications then you do not have a right to cancel the contract.

5.2 Services: In the case of the provision by the Supplier to you of Services you have the right to cancel the contract at any time up to the end of fourteen calendar days after the day on which the Contract is concluded. However if you wish us to start work within that fourteen day period, you will not have the right to cancel the Contract. A calendar day is any day of the week including weekends and bank or other public holidays.

5.3 To exercise your right of cancellation, you must give written notice to the Supplier by hand or post or email, at the address or email address shown below, in the case of Goods, (giving details of the Goods ordered and (where appropriate) their delivery). The Supplier will not accept notice by telephone or by use of any other method of service not set out above.

5.4 In the case of Goods, if you exercise your right of cancellation after the Goods have been delivered to you, you will be responsible for returning the Goods to the Supplier at your own cost. The Goods must be returned to the address shown below. You must take reasonable care to ensure the Goods are not damaged in the meantime or in transit, and you must return them in their undamaged packaging.

5.5 Once you have notified the Supplier that you are cancelling the contract, the Supplier will refund or re-credit you within fourteen days for any sum that has been paid by you or debited from your credit card for the Goods / Services.

5.6 In the case of Goods, if you do not return the Goods as required, the Supplier may charge you a sum not exceeding the direct costs of recovering the Goods.

5.7 If you wish, in any circumstances not covered by 5.1-5.6 above, to change your order, then this may be done on application in writing to us and provided we agree. We will not accept changes notified to the fitter or Surveyor. Additional charges may be made.

5.8 Notices of cancellation must be sent to: -

Crocodile Flood Solutions Limited

Address: Hamilton House, 9 Hucknall Road, Sherwood, Nottingham. NG5 1AE

Email: [info@crocodilefs.co.uk](mailto:info@crocodilefs.co.uk)

5.9 Goods must be returned to Crocodile Flood Solutions Limited. Hamilton House, 9 Hucknall Road, Sherwood, Nottingham. NG5 1AE.

## **6. Warranty and Liability**

6.1 All Goods supplied by the Supplier are warranted free from defects for 12 months from the date of supply. This warranty does not affect your statutory rights as a consumer.

6.2 If the Contract includes the supply of Services the Supplier warrants to you that the Services will be provided using reasonable care and skill and, unless the Supplier is prevented by circumstances beyond its reasonable control, in accordance with the Quotation.

6.3 This warranty does not apply to any defect in Goods arising from fair wear and tear, wilful damage, accident, negligence by you or any third party, use otherwise than as recommended by the Supplier, failure to follow the Supplier's instructions, or any alteration or repair carried out without the Supplier's approval.

6.4 If the Goods supplied to you develop a defect while under warranty, or you have any other complaint about the goods, you should notify the Supplier in writing at the address or email address shown below.

6.5 In the case of Services:

6.5.1 The Supplier shall have no liability to you for any loss, damage, costs, expenses or other claims for compensation arising from any information or instructions supplied by you which is or are incomplete, incorrect or inaccurate.

6.5.2 The Supplier shall not be liable to you for any unforeseeable loss or damages arising from the provision (or non-provision) of the Services, including loss of profit or consequential loss or damage.

6.5.3 The Supplier shall not be liable to you by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Services, if the delay or failure was due to an act of God, war, terrorism, power failure, or any other cause beyond the Supplier's reasonable control.

6.5.4 To enable the Supplier to deal with any complaint that may arise relating to the Services, you must provide full details of any complaint within 7 days of the supply of the relevant Services.

6.6 The Supplier shall not be liable to you for any loss or damage, including loss of profits or other potential loss or damage arising out of:

6.6.1 Overwhelming / overtopping flooding;

6.6.2 Impact damage;

6.6.3 Third party intervention e.g. vandalism;

6.6.4 Your failure to deploy the Goods;

6.6.5 Your incorrect use or deployment of the Goods.

6.7 It is your responsibility to ensure that the structures, buildings and the like which are protected by the installation of the Goods are strong enough to withstand flood damage. If this is not done the Supplier shall not be liable to you for any resulting loss or damage (e.g. without limitation) flood pressure / structural damage to contiguous walls / buildings.

6.8 The Supplier accepts no liability for any failure, shortcomings or defects howsoever arising for the Services provided save only that full responsibility is accepted for death or personal injury caused by the Supplier's negligence. To the extent that this clause is found by any Court or Arbitrator to be void the Supplier will accept liability in an amount not exceeding the contract price.

#### **7. Copyright etc.**

7.1 The copyright, design right and all other intellectual property rights in any materials and other documents or items prepared or produced for you by or on behalf of the Supplier in connection with the Contract shall belong to the Supplier absolutely and any such materials, documents or items shall be or remain the sole property of the Supplier.

7.2 You shall be entitled to use any such materials, documents or other items as are referred to in paragraph 7.1 in connection with the Services but shall not be entitled to copy any such items or use them for any commercial purpose.

#### **8. Data protection**

8.1 The Supplier will take all reasonable precautions to keep the details of your order and payment secure, but unless the Supplier is negligent, the Supplier will not be liable for unauthorised access to information supplied by you.

8.2 The Supplier will only use the information you provide about yourself for the purpose of fulfilling your order, unless you agree otherwise. The Supplier would like to notify you of products and offers that may be of interest to you from time to time. You can correct any information about you, or ask for information about you to be deleted, by giving written notice to the Supplier at the address or email address shown below.

#### **9. General**

9.1 These terms of sale and the supply of the goods will be subject to English law, and the English courts will have jurisdiction in respect of any dispute arising from the contract.

9.2 Nothing in the Contract gives any right to any third party to enforce any provision under the Contracts (Rights of Third Parties) Act 1999 or otherwise.