

# Terms & Conditions

## Conditions of Sale

Last Updated: July 30th 2018

### 1. General

In these conditions of sale:

The company means NWT Supplies Ltd trading as Online Rock Salt.

Correspondence address: NWT Supplies Ltd, Mickering Lane, Aughton, Nr Ormskirk, Lancashire, L39 6SR

The customer means any person contracting with the company for the supply of products or services.

Delivery means delivery by the company or any subcontractor employed by the company directly or indirectly.

These conditions may only be modified by a variation in writing signed on behalf of the company by a Director.

Submission of a purchase order online will be taken as agreement to these conditions of sale.

### 2. Supply of Products

Products are sold under the express understanding that:

These terms and conditions do not affect your statutory rights

1. Contracts for the supply of goods or services to retail or domestic customers are governed by The Sale of Goods Act 1979 (as amended) and supplied in compliance with, Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (CCICAR). Any customers contacting in the course of their business are excluded from consumer protection legislation and are contacting with the company on a business to business basis.
2. The customer is fully made aware of conditions of sale regarding rock salt and other natural products. We cannot guarantee that the appearance and/or colours of products shown on this site exactly reproduce the appearance and/or colours of the physical products themselves. Natural products may show some colour variations. All sizes and weights quoted are approximate
3. The company require any complaint to be made in writing by the customer within a reasonable time of collection or delivery. If the customer is dissatisfied with the product then it must be returned to the company within 5 working days after the complaint has be logged. A

refund will then be made for the original purchase price. Return charges may apply.

4. All prices quoted by the company for the sale of any products include the cost of delivery unless otherwise stated.

5. Customers are required to pay by credit card/debit card at the time of ordering.

6. Prices quoted are all-inclusive & delivered unless otherwise stated.

7. All products (however delivered) shall be at the customers risk from the time of collection (if so collected) or from the time of delivery. After such time the company shall be under no liability for loss or damage or deterioration of the product from whatever cause arising.

### **3. Delivery**

1. The company will make every effort to deliver products on the agreed date, but if for any reason the company is unable to deliver then no liability whether in damages or otherwise for delay of whole or any part of the goods ordered arising from any cause whatsoever.

2. Delivery by the company shall be conditional upon access free from encumbrances and good roads being available to the company's vehicles to the place of delivery.

3. The company will not accept any liability for damages to property caused during delivery.

4. If the company, or its agent cannot gain access to the delivery address then additional costs may be incurred. Deliveries are made using large vehicles and it is the customers responsibility to inform the company if there may be an access problem. The company will confirm the outcome by e-mail. In such cases that delivery, in the opinion of the company is not possible, then the company reserves the right to cancel the order. This above action must be completed before 2.00 pm on the day prior to delivery. E-mail confirmation of orders also request the customer to contact the company if a delivery problem may occur. A list of likely problems are also enclosed on the e-mail confirmation. Delivery vehicles use tail lift offloading, and it must be emphasized that the delivery vehicle must be able to park in an area where the delivery is to be made. A pallet truck is then used to manoeuvre the products off the tail lift to the kerbside delivery point. The customer, or somebody appointed by the customer, should be at the delivery point to accept the delivery.

5. Deliveries requested AM are to be delivered before 13:00 and PM deliveries after 12:00. Failure to meet these times will result in a refund

for the extra cost paid for AM or PM. The actual time of delivery must be written on the delivery note and signed for. If drop requested without signature no refund can be applied.

6. Any shortfall in the quantity delivered, or damages to the product, must be written on the delivery note at the time of delivery. When signing for the goods you are agreeing they have been received in full and in good order. We cannot offer any refunds or replacements without this. It is at your own risk if you are not at the property to receive and check the goods.

7. If any of the product arrives damaged, we ask that the customer emails photographs in as soon as possible after the delivery to [info@onlinerocksalt.co.uk](mailto:info@onlinerocksalt.co.uk).

## **4. Cancellation/Returns Policy**

1. The customer has the right to cancel any product or services under Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, (CCICAR). Any cancellation must be made within 7 days from the date of the order being delivered.

2. Cancellations are not accepted by telephone and must be by one of the following methods:

a. Electronic Mail to [info@onlinerocksalt.co.uk](mailto:info@onlinerocksalt.co.uk)

b. Fax to 0844 579 6956

c. Letter to NWT Supplies Ltd, Mickering Lane, Aughton, Nr Ormskirk, Lancashire, L39 6SR. Letters will be have been deemed to be received two working days following the postmark date.

3. Customers are required to return the goods at their own expense to North West Turf Ltd, Mickering Lane, Aughton, Nr Ormskirk, Lancashire, L39 6SR within 7 working days from the day following the day of delivery.

4. This does not effect your statutory rights

## **5. Order amendments**

Any order amendments must be made before goods are dispatched, dispatch may be up to two working days prior to delivery. A unique amendment reference will be returned with your amendment confirmation email, this will be needed in any further correspondence or dispute. We are unable to amend orders after dispatch.

The company reserve the right to cancel any order placed. Any such orders will be refunded as soon as practically possible. An email will be sent confirming any such cancellation to the email address supplied when the order was placed.

## **6. Company's Premises**

1. The customer will at all times be responsible for the security and insurance of their equipment.
2. The customer will comply with all requirements of Health & Safety Legislation
3. Delivery will be made on a kerbside delivery basis and will be the customers responsibility to move the product from the place of delivery to the area of requirement.
4. The company accepts no responsibility for injury or damage caused to persons or equipment whilst on company premises.

## **7. Working Days**

Working days are Monday, Tuesday, Wednesday, Thursday, Friday. Saturday and Sunday are not working days.

These conditions and any contract or variation are governed by the law of England. Any disputes arising from these conditions or any contract or variation entered into by the company with the customer which cannot be settled in the ordinary course of business shall be referred to a single arbitrator in accordance with the arbitration act 1950 or any modification thereof for the time being in force.

This policy does not affect your statutory rights.