### **Terms & Conditions of Sale**

#### **Hand Decorated & Hand Made Tiles**

The tiles decorated by us at E J Tile Design are decorated by hand, therefore a certain amount of variation is to be expected. With this in mind it is important that you examine your tiles before they are fixed, so that should there be any complaint, replacements can be made with a minimum of inconvenience. E J Tile Design are unable to accept complaints after tiles have been fixed.

#### **Data**

The information and sizes in our website are as accurate as possible. If you have any queries, please phone for further information. E J Tile Design reserves the right to update and change specifications as and when necessary.

### **Photographs**

The colour reproduction on our website is as accurate as your browser and computer will allow. However, variations are bound to occur, which are beyond our control. If you are in doubt, ask us for samples to be sent to see exactly what you will be ordering. (A charge for samples may apply)

#### **Quantities**

Make sure that you have ordered enough tiles to complete your project as later batches may differ. We also recommend that you order extra spare tiles to be kept for remedial use in the future.

#### **Plain Tiles**

Most plain ceramic tiles are subject to variation. The variations are due to the clay mix that the bisque tile (unglazed tiles) is made from. We buy in bisque tiles from H&E Smith, these tiles are machine made tiles. Variations in tile tone are characteristic of plain ceramic tiles. It is therefore important that before fixing, they are graded and checked so that a pleasing mix is achieved. Under no circumstances can E J Tile Design accept complaints after tiles have been fixed. Make sure that you have bought enough tiles to complete the job, as later batches may differ.

### Crazing

Most ceramic tiles are subject to 'in-service crazing' over a period of time. Such crazing is a characteristic of glazed tiles and not an imperfection.

#### **Quotations and Price**

- All quotations given may be subject to variations in costs that are beyond our control.
- Any quotation given will remain valid for a period of 30 days from the date of issue. After this
  period, E J Tile Design reserves the right to amend or withdraw the quotation without any
  liability.
- A charge will be made for designs, travelling expenses and other reasonable disbursements (other than those already quoted for) which are incurred due to any unforeseen circumstances. Further to this, if a change to an order is made, any previously agreed quotation will become null and void.
- When quotations are supplied from measurements made by us, we will add extra plain for cuts and breaks that may occur during installation. If more tiles are consequently needed to complete your project, they will be charged at normal current prices plus any carriage charge necessary.

## **Drawings, Plans and Specifications**

Any drawings or specifications supplied are approximate unless otherwise specified. Every care is taken to ensure that any measurements which are given on a plan or drawing are correct. However,

it is impossible to predict the exact problems that may arise during fixing, and therefore E J Tile Design cannot take any responsibility for any unforeseen problems that may arise when the tiles are fixed. Initial design drawings are free, however if many drawings are required, we may have to charge for this service as it can become very time consuming. However, a charge will not be sprung upon you, you would be informed of this service charge at your request for a further drawing. If after requesting and receiving many design drawings you then decide to not go ahead with the order, you will be charged for artists time.

# Replacement of Faulty Goods or tiles surplus to requirements

- Any faulty tiles must be reported in writing within three working days. Under no circumstances can E J
   Tile Design accept a complaint if the tiles have been fixed.
- Please measure carefully, as we cannot accept returns of tiles that are surplus to requirements. When your tiles arrive, please check them, and if there has been any damage in transit, please advise us immediately. We will, wherever possible, rectify the order within two working weeks. We regret that we cannot accept returns because you decide that you do not like them. It is therefore essential that you are sure that the tiles you order are the ones you want, before you place your order. If you are in doubt, please use our sample service, so that you are sure of what you are buying.
- Our liability in the case of a valid claim for defective tiles is restricted to the full purchase price or replacement with tiles to the same value. Under no circumstances can labour or consequential costs, due to any imperfect tiles, be paid by E J Tile Design. The customer and the tiler must take responsibility for checking the tiles for imperfections before they are laid and take responsibility for laying the tiles correctly.
- Although we endeavour to give the best advice as to a tile's suitability, the customer has to take
  responsibility for assessing this, and for the circumstances in which it is to be fixed.
- E J Tile Design cannot accept responsibility for damage to goods caused by wear and tear, abnormal
  working conditions, accidental breakage, misuse or neglect.

### **Terms of Payment**

- Wall plain tiles, single decorated tiles and small panels. Full payment must be made with your order.
- Murals or any special orders. On your approval of our quotation, we ask for a 50% deposit.
   On completion of your order final payment must be made one day before despatch of goods by Bank Transfer
- · or four working days before dispatch for cheques.

#### Countermands

E J Tile Design reserve the right to refuse countermand in the case of goods despatched or in the process of manufacture or where we have been directed by the client in writing to purchase or make goods not normally kept in stock.

### **Deposits**

In the case of cancellation, all or part of any deposit placed will be retained to defray our resulting costs, without prejudice to our right to claim from the customer a further sum where the full deposit does not cover our total costs. Final payment for goods supplied must be paid at least four working days before collection or delivery of those goods, unless otherwise arranged in writing. Should payment not be made by any dates previously arranged, E J Tile Design reserves the right to charge 2% per month of any outstanding amount owing on an order, until payment has been made.

#### **Credit Accounts**

Credit is given to customers at the discretion of E J Tile Design. Where a credit arrangement is made, payment shall be due within the time period agreed. E J Tile Design reserves the right to charge 2% per month on outstanding accounts.

# **Delivery Service**

For all deliveries we will quote a delivery time depending on the type of tiles and the service you choose. When your tiles are delivered, please check your order is correct within 48 hours. (See 'Replacement of Faulty Goods' above). If your tiles are being sent direct to site and you are not able to check them personally, your tiler **MUST** be made aware of the tiles you have chosen, in order that he/she can check them on your behalf.

It is **ABSOLUTELY ESSENTIAL** that you allow extra time prior to installation in case your order is inadvertently delayed or incorrect. *E J Tile Design cannot accept responsibility for consequential costs in lost working time in the unlikely event that your order is incorrect, faulty, delayed or postponed.* 

# **Bacs Transfers (Bankers' Automated Clearing Services)**

Due to fraudulent activities relating to bank transfers, E J Tile Design have implemented the following policy with any transfer of funds into its bank account. Please read these carefully **BEFORE** you make any transfer of funds into our account.

If you are transferring funds into our account please make sure that you double check that you are putting in the correct amount! For security reasons, E J Tile Design reserves the right to retain overpaid funds for the time that it takes to verify that the funds and the account that they are drawn on are genuine and have been cleared. Please note that we also retain the right to pass on any bank charges that may be incurred due to any error made on your part. We will send out your goods 3-5 days after the transfer has been made to ensure that the funds are genuine.

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