



**LAKESIDE FLOOD SOLUTIONS LTD.**

**Fforestfach Industrial Estate**

**Swansea, SA5 4HS**

**Tel: 01792 561117**

# **Terms & Conditions of Sale**

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## Lakeside Terms and Conditions of Sale

This guide tells you information about us and the legal terms and conditions (Terms) on which we sell any of the products (Products) listed on our website [www.lakesidefloodsolutions.co.uk](http://www.lakesidefloodsolutions.co.uk) (our site) to you.

The terms extend to our websites [www.lakesidefloodsolutions.es](http://www.lakesidefloodsolutions.es) and [www.lakesidefloodsolutions.com.sg](http://www.lakesidefloodsolutions.com.sg) which trade under the UK company Lakeside Flood Solutions Ltd.

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. Please note that before placing an order you will be asked to agree to these Terms. If you refuse to accept these Terms, you will not be able to order any Products from our site. We may 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

### 1. INFORMATION ABOUT US

1.1. We are Lakeside Flood Solutions Ltd., a company registered in England and Wales under company number 10232357 and with our registered office at Invest House, Bruce Road, Fforestfach Industrial Estate, Swansea, SA5 4HS. Our main trading address is Invest House, Bruce Road, Fforestfach Industrial Estate, Swansea, SA5 4HS.

1.2. Contacting us if you are a consumer:

(a) To cancel a Contract in accordance with your legal right to do so as set out in clause 8, you just need to let us know that you have decided to cancel. Please contact us by e-mail at [sales@lakesidefloodsolutions.co.uk](mailto:sales@lakesidefloodsolutions.co.uk) or contact our Factory team by telephone on 01792 561117. Please state details of your order to help us to identify it. If you send us your cancellation notice by e-mail, your cancellation is effective from the date you send us the e-mail or post the letter to us.

(b) If you wish to contact us for any other reason, including because you have any complaints, you can contact us by telephoning our factory team on 01792 561117 or by e-mailing us at [sales@lakesidefloodsolutions.co.uk](mailto:sales@lakesidefloodsolutions.co.uk)

(c) 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.

1.3. Contacting us if you are a business: You may contact us by telephoning our factory team on 01792 561117 or by e-mailing us at [sales@lakesidefloodsolutions.co.uk](mailto:sales@lakesidefloodsolutions.co.uk) If you wish to give us formal notice of any matter in accordance with these Terms, please see clause 18.3.

### 2. OUR PRODUCTS

The images of the Products on our site are for illustrative purposes only. Although we have made every effort to display the products accurately, we cannot guarantee that your computer's display of the products accurately reflect the Products. Your Products may vary slightly from those images.

### **3. USE OF OUR SITE**

Your use of our site is governed by our [Terms of Website use](#). Please take the time to read these, as they include important terms which apply to you.

### **4. HOW WE USE YOUR PERSONAL INFORMATION**

We only use your personal information in accordance with our [Privacy Policy](#). Please take the time to read this, it includes important terms which applies to you.

### **5. IF YOU ARE A BUSINESS CUSTOMER**

5.1. If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you use our site to purchase Products.

5.2. These Terms and any document expressly referred to in them together constitute the entire agreement between you and us and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter. You acknowledge that in entering into this Contract you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or any document expressly referred to in them.

5.3. You and we agree that neither of us shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

### **6. PAYMENT TERMS**

6.1. After you place an order, we will confirm our acceptance to you by sending you an e-mail with a Pro Forma Invoice for reference and a Deposit Invoice for processing. The Contract between us will only be formed when we send you these invoices.

6.2. Our payment terms are 50% deposit payment required upfront prior to manufacture/stock allocation and installation. The remaining 50% closing balance will be required on works completion and sign-off by the Customer.

6.3. 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 we cannot meet your requested delivery date or because of an error in the price, 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 including any delivery costs charged as soon as possible.

## 7. OUR RIGHT TO VARY THESE TERMS

7.1. We amend these Terms from time to time.

7.2. We may revise these Terms as they apply to your order from time to time to reflect changes in relevant laws and regulatory requirements. If we have to revise these Terms as they apply to your order, we will contact you to give you reasonable advance notice of the changes and let you know how to cancel the Contract if you are not happy with the changes. You may cancel either in respect of all the affected Products or just the Products you have yet to receive. If you opt to cancel, you will have to return (at our cost) any relevant Products you have already received and we will arrange a full refund of the price you have paid, including any delivery charges.

## 8. YOUR CONSUMER RIGHT OF RETURN AND REFUND

This clause 8 only applies if you are a consumer.

8.1. If you are a consumer, you have a legal right to cancel a Contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 during the period set out below in clause 8.3. This means that during the relevant period if you change your mind or decide for any other reason that you do not want to receive or 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 is available from your local Citizens' Advice Bureau or Trading Standards office.

8.2. Your legal right to cancel a Contract starts from the date of the Dispatch Confirmation (the date on which we e-mail you to confirm our acceptance of your order), which is when the Contract between us is formed. Your deadline for cancelling the Contract then depends on what you have ordered and how it is delivered, as set out in the table below:

|                                                                                                                                                                                                                             |                                                                                                                                            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| Your Contract                                                                                                                                                                                                               | End of the cancellation period                                                                                                             |
| Your Contract is for a single Product (which is not delivered in instalments on separate days).                                                                                                                             | The end date is the end of 7 days after the day on which you receive the Product                                                           |
| Your Contract is for either of the following: <ul style="list-style-type: none"><li>One Product which is delivered in instalments on separate days</li><li>Multiple Products which are delivered on separate days</li></ul> | The end date is 7 days after the day on which you receive the last instalment of the Product or the last of the separate Products ordered. |
| Your Contract is for the regular delivery of a Product over a set period.                                                                                                                                                   | The end date is 7 days after the day on which you receive the first delivery of the Products.                                              |

8.3. To cancel a Contract, you just need to let us know that you have decided to cancel. You can e-mail us at [sales@lakesidefloodsolutions.co.uk](mailto:sales@lakesidefloodsolutions.co.uk) or contact our Factory team by telephone on 01792 561117. If you are e-mailing us please include details of your order to help us to identify it. If you send us your cancellation notice by e-mail, your cancellation is effective from the date you send us the e-mail or post the letter to us.

8.4. If you cancel your Contract we will:

a) refund you the price you paid for the Products. However, please note we are permitted by law to reduce your refund to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

b) refund any delivery costs you have paid, although the maximum refund will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a Product within 3-5 days at one cost but you choose to have the Product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

c) make any refunds due to you as soon as possible and in any event within the deadlines indicated below:

(i) if you have received the Product and we have not offered to collect it from you: 14 days after the day on which we receive the Product back from you or, if earlier, the day on which you provide us with evidence that you have sent the Product back to us. For information about how to return a Product to us, see clause 8.8;

(ii) if you have not received the Product or you have received it and we have offered to collect it from you: 14 days after you inform us of your decision to cancel the Contract.

8.5. 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 the Products in full, together with any applicable delivery charges, and any reasonable costs you incur in returning the item to us.

8.6. We will refund you on the credit card or debit card used by you to pay.

8.7. If a Product has been delivered to you before you decide to cancel your Contract:

a) then you must return it to us without undue delay and in any event not later than 7 days after the day on which you let us know that you wish to cancel the Contract;

b) unless the Product is faulty or not as described (in this case, see clause 8.6), you will be responsible for the cost of returning the Products to us. If the Product is one which cannot be returned by post, we estimate that if you use the carrier which delivered the Product to you, these costs should not exceed the sums we charged you for delivery. If we have offered to collect the Product from you, we will charge you the direct cost to us of collection

8.8. Because you are a consumer, we are under a legal duty to supply Products that are in conformity with this Contract. As a consumer, you have legal rights in relation to Products that are faulty or not as described. These legal rights are not affected by your right of return and refund in this clause 8 or anything else in these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

## **9. DELIVERY**

9.1. We will contact you with an estimated delivery date. Occasionally our delivery to you may be affected by an Event Outside Our Control. See clause 17 for our responsibilities when this happens.

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.

9.3. Delivery of an Order shall be completed when we deliver the Products to the address you gave us and the Products will be your responsibility from that time.

9.4. You own the Products once we have received payment in full, including all applicable delivery charges.

9.5. This clause 9.5 only applies if you are a consumer. If we miss the delivery deadline for any Products then you may cancel your Order straightaway if any of the following apply:

1. We have refused to deliver the Products;
2. Delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
3. You told us before we accepted your order that delivery within the delivery deadline was essential.

9.6. If you do not wish to cancel your order straight away, or do not have the right to do so under clause 9.5, you can give us a new deadline for delivery, which must be reasonable, and you can cancel your Order if we do not meet the new deadline.

9.7. If you do choose to cancel your Order for late delivery under clause 9.6 or clause 9.7, you can do so for just some of the Products or all of them, unless splitting them up would significantly reduce their value. If the Products have been delivered to you, you will have to return them to us or allow us to collect them, and we will pay the costs of this. After you cancel your Order we will refund any sums you have paid to us for the cancelled Products and their delivery.

## **10. INTERNATIONAL DELIVERY**

We supply worldwide. Please contact us for information on international delivery charges, by email [sales@lakesidefloodsolutions.co.uk](mailto:sales@lakesidefloodsolutions.co.uk) or by phone +44 7921 646693.

## **11. PRICE OF PRODUCTS AND DELIVERY CHARGES**

11.1. The prices of the Products will be as quoted on our site at the time you submit your order. We take all reasonable care to ensure that the prices of Products are correct at the time when the relevant information was entered onto the system. However please see clause 11.5 for what happens if we discover an error in the price of Product(s) you ordered.

11.2. Prices for our Products may change from time to time, but changes will not affect any order you have already placed.

11.3. The price of a Product includes VAT (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.

11.4. The price of a Product does not include delivery charges. Our delivery charges are as advised to you during the check-out process, before you confirm your order.

11.5. 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. If we discover an error in the price of the Products you have ordered we will contact you 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. If we mistakenly accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may cancel supply of the Product and refund you any sums you have paid.

## **12. HOW TO PAY**

12.1. You can only pay for Products using a debit card or credit card. We accept the following cards: Mastercard, Maestro and Visa.

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 we dispatch your order.

## **13. PRODUCT WARRANTY**

13.1. All 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 provided with the Products.

13.2. If you are a consumer, a manufacturer's guarantee is in addition to, and does not affect, 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.

13.3. Please note that the product warranty does not extend to a warranty to provide complete flood resilience to your premises. Flood resilience helps to reduce and manage the impacts caused by flooding only, providing a greater resilience to future flood events. Flood defence products do not provide for a completely waterproof premise.

## **14. MORE INFORMATION ABOUT THE PRODUCT WARRANTY**

14.1. The warranty in clause 13.1 does not apply to any defect in the Products arising from:

1. (a) fair wear and tear;
2. (b) wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party;
3. (c) if you fail to operate or use the Products in accordance with the user instructions;

4. (d) any alteration or repair by you or by a third party who is not one of our authorised repairers; or
5. (e) any specification provided by you.

## **15.OUR LIABILITY IF YOU ARE A BUSINESS**

This clause 15 only applies if you are a business customer.

15.1. We only supply the Products for internal use by your business, and you agree not to use the Product for any resale purposes.

15.2. Nothing in these Terms limits or excludes our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- (d) defective products under the Consumer Protection Act 1987.

15.3. Subject to clause 15.2, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- (a) any loss of profits, sales, business, or revenue;
- (b) loss or corruption of data, information or software; (c) loss of business opportunity;
- (d) loss of anticipated savings;
- (e) loss of goodwill; or
- (f) any indirect or consequential loss.

15.4. Subject to clause 15.2, our total liability to you in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Products.

15.5. Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Products. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Products are suitable for your purposes.

## **16.OUR LIABILITY IF YOU ARE A CONSUMER**

This clause 16 only applies if you are a consumer.

16.1. 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 it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract.

16.2. We only supply the Products for domestic and private use. You agree not to use the product for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

16.3. We do not in any way exclude or limit our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
- (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
- (e) defective products under the Consumer Protection Act 1987.

## **17. EVENTS OUTSIDE OUR CONTROL**

17.1. 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 means any act or event beyond our reasonable control.

17.2. If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

- (a) we will contact you as soon as reasonably possible to notify you; and
- (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.

17.3 You may cancel a Contract affected by an Event Outside Our Control. To cancel please contact us. If you opt to cancel, you will have to return (at our cost) any relevant Products you have already received and we will refund the price you have paid, including any delivery charges.

## **18. COMMUNICATIONS BETWEEN US**

18.1 When we refer, in these Terms, to "in writing", this will include e-mail.

18.2 If you are a consumer you may contact us as described in clause 1.2b

18.3 If you are a business:

- (a) Any notice or other communication given by you to us, or by us to you, under or in connection with the Contract shall be in writing and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service or e-mail.

(b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at our registered office; if sent by pre-paid first class post or other next working day delivery service, at 9.00am on the second Business Day after

(c) posting or if sent by e-mail, one Business Day after transmission.

(d) In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

(e) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

## **19. OTHER IMPORTANT TERMS**

19.1 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. You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

19.2 This Contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

19.3 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.

19.4 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.

19.5 If you are a consumer, 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 to that the courts of England and Wales will have non-exclusive jurisdiction. 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.

19.6 If you are a business, a Contract and any dispute or claim arising out of or in connection with it or its 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. We both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with a Contract or its subject matter or formation (including non-contractual disputes or claims).

## 20. RETENTION OF TITLE

20.1 We reserve the right as a supplier of goods, as outlined under the Sale of Goods Act 1979, that we retain the right to ownership of all goods even when delivered to the purchaser until payment has been made in full for the goods. Therefore, in summary, the goods delivered or installed remain the property of ourselves as the seller until they are paid for in full.

## 21. CUSTOMERS WITH GRANT FUNDING

21.1. For customers who have grant funding towards the cost of their flood defences, for example from DEFRA, a local authority, a utility company or another source, the Contract is between ourselves and the recipient of the grant funding i.e. the 'Customer' (the homeowner or business owner), not the provider i.e. DEFRA or the local authority.

21.2. The Customer is liable to pay for any funds which exceed the grant funding limit. We expect these funds i.e. the closing payment to be settled in full within 7 days following installation. Until we receive the closing payment, we reserve the right to remove our goods from the property if the balance is not settled under our **retention of title** clause (Clause 20 as outlined above); this is within our contract for the sale of goods that the **title** to the goods remains the under the ownership of Lakeside until payment of the purchase price are fulfilled by the Customer / the Buyer.

21.3. If we do not receive the closing payment for the balance amount which exceeds the grant funding from the Customer, we will remove goods from the property for non-payment under our retention of title clause, and the Customer will be liable for all costs including the grant funding amount. The Customer will have to pay the grant funding back to the local authority or body in question.

21.4. In the event that we do not receive closing payment from the Customer by the required date, we will proceed to commence legal proceedings against the Customer, under your order agreement, through the small claims court.