# BUSINESS TO CONSUMER RETURNS POLICY

## Introduction

- 1. In certain circumstances we offer a full refund on goods returned to us within the appropriate timescale and in accordance with this policy.
- 2. There are different criteria and different time-periods within which you can return goods depending on whether the goods were purchased "On-Premises" or it was a "Distance Purchase". See below for further details.
- 3. The policy only applies where the purchaser is a "Consumer". A "Consumer" means an individual acting for purposes that are wholly or mainly outside that individual's trade, business, craft or profession.
- 4. For the avoidance of doubt where the purchaser is not a Consumer this policy shall not apply and the non-Consumer purchaser shall not have the rights contained herein.
- 5. This policy is in addition to your statutory rights, which are not affected.

#### **On-Premises Purchases**

- 6. An "On-Premises Purchase" is one where the purchase takes place at one of our premises at which you are physically present at the time purchase.
- 7. With regard to On-Premises purchases we offer the following rights of return in addition to your statutory rights:
  - 7.1 Unwanted goods may be returned within 14 days for a refund or exchange if they are returned unused and in their original condition. Returns must be made with proof of purchase. With regard to On-Premises Purchases there are certain goods to which the right to return do not apply and these are set out in clause 8.
  - 7.2 For goods purchased On-Premises you are obliged to return the goods to the premises at which you purchased them.
  - 7.3 We will inspect all goods upon return. The removal of packaging, labels, price tags or security tags will be taken as evidence of your use of the goods, and the goods cannot be returned in these circumstances. If through your handling the goods have decreased in value, we may decline to accept the return of the goods and to issue a refund or may, at our discretion, deduct a reasonable amount of such loss from the amount reimbursed to you.
- 8. Products which cannot be returned:

Products with a seal, where the seal is broken.

Items that are no longer in its original packaging.

8.1 These products can only be returned in accordance with your statutory rights.

- 9.1 Refunds will be provided in the original form of tender.
- 9.2 Any Refunds issued in the form of a credit note which may be used to purchase alternative goods from us and which will be valid for (12) months from the date of issue.
- 10. Refunds and exchanges on purchases made on an event day or with other promotional discount will be calculated at the reduced price.
- 11. Your statutory rights are not affected.

#### **Distance Purchases**

- 12. With regard to Distance Purchases you have cancellation rights under the Rights of Cancellation (Consumer Contracts Regulations 2013) ("the Regulations").
- 13. When it comes to Distance Purchases the Regulations define "Distance Selling" as a contract concluded 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. This is what is meant by a "Distance Purchase" in this policy.
- 14. With regard to Distance Purchases under the Regulations you have the legal right to cancel your order up to 14 calendar days after the day on which you receive your goods, with the exception of goods mentioned in clause 17 below. You do not need to give us any reason for cancelling your contract nor will you have to pay any penalty.
- 15. We will inform you of the right to cancel under the Regulations both before any contract relating to a Distance Purchase is entered into, and we will also provide this information subsequently.
- 16. Should you wish to cancel your order you can notify us by email <a href="mailto:enquiries@meadwayroofing.co.uk">enquiries@meadwayroofing.co.uk</a> or telephone 01603 337778.
- 17. You cannot cancel your contract if the goods you have ordered are
  - 17.1 made to your specifications or are clearly personalised.
  - 17.2 liable to deteriorate or expire rapidly.
- 18. If you have received the goods before you cancel your contract then you must send the goods back to our contact address at your own cost and risk. If you cancel your contract but we have already processed the goods for delivery, you should not unpack the goods when they are received by you and you must send the goods back to us at our contact address at your own cost and risk as soon as possible.
- 19. Once you have notified us that you are cancelling your contract, and we have either received the goods back or, if earlier, received evidence that you have sent the goods back, we will refund any sum debited by us from your credit or debit card within 14 calendar days.
- 20. We may make a deduction from your refund for any loss in the value of the goods supplied if the loss is the result of unnecessary handling by you (for example using or wearing the goods prior to cancellation).
- 21. Once the products are returned to us, you will receive a full refund, including the original delivery costs unless you expressly chose a kind of delivery costing more than the least expensive common and

- generally acceptable kind of delivery offered by the us. You will be liable to arrange and cover the full cost of returning the order to us.
- 22. Products bought online or via any other Distance Purchase cannot be exchanged and may only be returned for a refund.

# **Statutory Rights**

- 23. If you believe your product is any way faulty, not of satisfactory quality, not fit for purpose, or not in accordance with its description, please contact us on 01603 337778 or email enquiries@meadwayroofing.co.uk.
- 24. This policy is in addition to your statutory rights as a Consumer, which are not affected.

## General

- 25. To exercise your rights, please contact us please contact us on 01603 337778 or email enquiries@meadwayroofing.co.uk. Please ensure that you state clearly that you wish to cancel, providing your order number, your contact details and details of the products you wish to cancel.
- 26. We will process your refund as soon as possible, but please note that, depending on your bank/card issuer, it may take up to 10 working days for your refund to appear in your account.
- 27. This policy may be changed from time to time at our discretion.