



Cheshire Landscape Supplies Terms & Conditions

1. Introduction

Cheshire Landscape Supplies offers both an online and telephone based service for purchasing stone paving and ancillaries ("the Products"). "Cheshire Paving Stones " or "we/our/us" or "Cheshire Stone" means Cheshire Landscape Supplies Ltd, a company registered in England (Company Number 10065285) and with its registered office at The Berkshire Garden Centre, Sutton Lane, Langley, Slough, SL3 8AH.

1. By using this Website and/or placing an Order you agree to be bound by the terms and conditions set out below. If you do not agree to be bound by these terms and conditions hereunder, do not use, or access this website. You must read and accept all of the terms and conditions contained herein before you may use or access the Website in any way.
2. These terms and conditions constitute the entire terms and conditions upon which Cheshire Paving Stones provides the Website and upon which the Customer agrees to contract for the purchase of Products except where specifically varied by written agreement by Cheshire Paving Stones on its order confirmation. They supersede any written or oral representations, statements, understandings or agreements
3. From time to time, it will be necessary to update the terms and conditions and you agree to be bound by the new terms and conditions after the implementation date for the revised terms and conditions.

Definitions in this Agreement:-

"Agreement" means these terms and conditions together with the Customer's Order as confirmed in Cheshire Paving Stones Order Confirmation.

"the Customer" and "User" or "You / Your" means the company, firm, person, persons, corporation or public authority identified in the Website as contracting for the Service and includes their successors or personal representatives.

"the Contract Price" means the price for the Products ordered, as set out in the Website.

"Information" means any and all material contained in this Website.

"Intellectual Property" means any patent, invention, copyright, database right, registered or unregistered design, trademark (whether registered or unregistered), trade name, logo, trade secrets, know-how or other industrial or intellectual property right subsisting anywhere in the world, and applications for any of the foregoing, together with the goodwill thereon.

"Wastage" means the natural wastage due to the nature of cutting, treating and transporting the Product provided. We recommend that Customers order an additional 10% to cover wastage.

"the Website" means the Cheshire Paving Stones website operating under the domain name of <https://www.cheshirepavingstones.co.uk>

"Working Day" means within the hours of 9.00am to 5.30pm, Monday to Friday only, not including bank holidays;

"Product Guide" means the guide listed on the Website detailing the process of ordering natural products from Cheshire Paving Stones.

"Order" means the Customers instruction to Cheshire Paving Stones to proceed and supply the Products.

"Order Confirmation" means the email acceptance sent by Cheshire Paving Stones following receipt of the Customer's Order. Please note in certain circumstances to accommodate some Customers the Order

2. Service provision.

1. Cheshire Paving Stones will provide an order acknowledgement for all orders placed but reserves the right to accept or reject any Order at its sole discretion.
2. Cheshire Paving Stones will use all reasonable endeavours to provide the Products as described on the Website.

3. Basis of Use of the Website.

1. The Customer agrees to the following:-

1. that you understand, acknowledge and accept the exclusion of liability and disclaimer provisions contained hereafter;
2. that you will only view the Information on the Website for your own private purpose and will not publish, reproduce, store or retransmit any of the information contained in the Website ("the Information") at any time;
3. that you shall not use the Information for any unlawful purpose or in any unlawful manner;
4. that you shall not use the Website or the Information in any manner which may constitute an infringement of any third party rights (including but not limited to rights of copyright, trademark or confidentiality);
5. that you shall not run any tools on the Website that systematically retrieve web pages for offline or online viewing; whether it be for personal, commercial, experimental, educational or any other use;

6. that all intellectual property rights (including without limitation copyright, trademarks and all other rights) whatsoever in the Information and the Website shall remain vested with Cheshire Paving Stones at all times;
7. that you acknowledge that Cheshire Paving Stones has no obligation to provide the Website or any Information or to ensure that you are able to use, provide and/or access the Information, and the Website;
8. that you will indemnify and keep indemnified Cheshire Paving Stones against all claims, liabilities, damages, costs and expenses including legal fees arising out of any misuse of the Information or the Website or breach of your obligations under his agreement.

4. Order Process.

1. An Order may be placed by telephone by calling 01925 967001
2. Where an Order is placed orally or in the event of any dispute as to the Order, the Order Confirmation shall be deemed as the authoritative Order.
3. If placing an Order by email to, info@cheshirepavingstones.co.uk, please remember to list the name, telephone number, quantity, type of product, delivery address.
4. All quotes issued by email or through the website will be valid for 30 days.
5. No Agreement in respect of any Order shall exist between us and you until your Order has been accepted by us by means of an Order Confirmation (whether or not funds have been deducted from your account). If we do not accept your offer and funds have already been deducted, these will be fully refunded.
6. Please note with regard to any telephone calls between us, we record all telephone conversations to assist with training and to ensure the best service is being provided.
7. Customers who require the use of the postal service please provide us with the correct postal and delivery details and are obligated to communicate with Cheshire Paving Stones in writing by post to Cheshire Paving Stones, at The Berkshire Garden Centre, Sutton Lane, Langley, Slough, SL3 8AH.

5. Customer Obligations.

1. Orders made by you may be placed via the order process set out above, although the option to submit electronically through EBay is available subject to EBay's Terms and Conditions.
2. The Agreement will relate only to those Products which we have confirmed in the Order Confirmation. No Agreement in respect of any supply of Products shall exist between us and you until your Order has been accepted by us by means of an Order Confirmation (whether or not funds have been deducted from your account). If we do not accept your offer and funds have already been deducted, these will be fully refunded.
3. When placing an order for the first time, you will be required to register with us over the telephone through the order process.
4. The Customer is responsible for providing a satisfactory level of cooperation and for providing all necessary Information and facilities to enable Cheshire Paving Stones to produce and deliver a quality service, including:

1. necessary information for registration including name, home address, delivery address, email address, land line and mobile telephones;
2. providing a signature for goods when received.
5. The Customer is recommended to cater for Wastage. Due to the natural characteristics, production and transportation methods involving natural stone products up to 10% of your order may not be useable due to any of the following; chips, blemishes, surface variations, breakages, discolouration. We only advise ordering a minimum of 10% additional material to cover the natural markings and variation in the stone. Additional material may also be required to cover paver/tile positioning and any wastage caused by cuts and the installation process.
6. The Customer must read and adhere to the details listed in the Product Guide as fully described on the Website.

6. Third Party Websites.

1. The Website contains links to websites operated by parties other than Cheshire Paving Stones. Such links are provided for the User's convenience only. Cheshire Paving Stones does not control such websites and is not responsible for their content. Cheshire Paving Stones inclusion of links to such websites does not imply any endorsement of the material on such websites or any association with their operators. The User is solely responsible for evaluating the accuracy and completeness of any information contained on the third party websites, and also the value and integrity of any goods and services offered by such websites.
2. You may only link to this Website with Our express written permission. We expressly reserve the right to withdraw our consent at any time to a link which in our sole opinion is inappropriate or controversial.

7. Charges.

1. Charges are based upon the Customer paying for the Products in advance including a 2% fee for when using a business/commercial credit card.
2. The prices charged initially shall be those stated on the Website and in the Order Confirmation provided to the Customer.
3. No products will be dispatched until payment has been received.
4. Cheshire Paving Stones reserves the right to change prices or institute new charges for Products at any time.

8. Payments.

1. Prices exclude VAT which shall be added and charged at the prevailing rate. We accept payment in British pounds sterling only.
2. You confirm that the credit/debit card that is being used is yours. All credit/debit cardholders are subject to validation checks and authorisation by the card issuer. If the issuer of your card refuses to authorise payment we will not accept your Order and we will not be liable for any delay or non-delivery and we are not obliged to inform you of the reason for the refusal. We are not responsible for your card issuer or bank charging you as a result of our processing of your credit/debit card payment in accordance with your Order.

3. The Customer shall not be entitled by reason of any set-off, counter-claim, abatement, or other deduction to withhold payment of any amount due to Cheshire Paving Stones.

9. Proprietary Rights.

1. All Intellectual Property Rights in the materials on this Website (as well as the organisation and layout of this Website) together with the underlying software code are owned by, licensed or authorised to Cheshire Paving Stones, its assignees, licensees or sub-licensees thereof and the copyright in the text, artwork, graphics and images on the Website is owned by Cheshire Paving Stones or its licensors or its content or technology providers except where otherwise specified. Nothing in these terms and conditions transfers to you any rights of ownership of such intellectual property rights or constitutes a license to use such intellectual property rights other than to the extent expressly set out in these terms and conditions. Without Our prior written permission, you may not copy, modify, alter, publish, broadcast, distribute, sell or transfer any material on this Website or the underlying software code whether in whole or in part. However, the contents of this Website may be downloaded, printed or copied for your personal non-commercial use.

10. Termination.

1. Cheshire Paving Stones may without prejudice to its other rights be immediately entitled to suspend or cancel each or any of its contracts with the Customer upon the occurrence of any of the following:
 1. The Customer shall fail to make payment of any sum owing on the due date or commits any act of bankruptcy or makes any arrangements with its creditors or if any execution or distress is levied upon the goods of the Customer; or
 2. Being a body corporate shall have a receiver or administrative receiver appointed or if any petition be presented for an administration order or if any petition be presented or resolution passed for the winding up of the same (otherwise than for the purpose of a bona fide amalgamation or reconstruction) or Compounds with its creditors or becomes insolvent or any step is taken to proceed to such winding up or receivership; or
 3. The Customer makes default in respect of any of its obligations under any of its contracts with Cheshire Paving Stones. Any occurrence of the above events shall render all amounts owing in respect of goods sold by Cheshire Paving Stones to the Customer to become immediately due and payable.

11. Warranty given by Cheshire Paving Stones.

1. Cheshire Paving Stones undertakes to use reasonable skill and care in providing the Service as described in the website.
2. Except as expressly provided in this Agreement, no warranty, condition, undertaking or term, expressed or implied, statutory or otherwise, as to the condition, quality, performance, durability or fitness for purpose of the Products is given or assumed by us and all such warranties, conditions, undertakings and terms are hereby excluded insofar as permitted by law.
3. WE SHALL NOT IN ANY CASE BE LIABLE TO YOU OR TO ANY OTHER PARTY FOR DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL INDIRECT OR SIMILAR LOSS OR DAMAGES (INCLUDING ALL MANNER OF COSTS, FEES AND EXPENSES) ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER CAUSE.

4. If any exclusion, disclaimer or other provision contained in this Agreement is held to be invalid for any reason by a court of competent jurisdiction and Cheshire Paving Stones becomes liable thereby for loss or damage that may lawfully be limited, such liability whether in contract, tort (including negligence but specifically excluding personal injury or death resulting from Cheshire Paving Stones negligence) or otherwise, will not exceed the value of the Order.

12. Product Characteristics.

The nature of our natural stone Products means that the look, colour, tone and texture may vary resulting in the actual physical stone differing in shape, size and appearance from that photographed in our brochure, all of our samples or photographs on our website and any other marketing materials. It is highly recommended that customers request physical samples of stone from any range before placing orders. The Customer is responsible for ensuring that the goods are suitable for their intended purpose and no warranty condition or representation is given by the Cheshire Paving Stones as to the fitness of the goods for any particular purpose unless otherwise expressly agreed. The goods are sold on the express understanding that they are of natural stone which is subject to natural formation characteristics, variation in colour, texture and markings and are all part of the natural makeup and appeal of natural stone.

13. Force Majeure.

1. Cheshire Paving Stones shall not be liable to you or be deemed to be in breach of the Agreement by reason of delay in performing, or any failure to perform, any of our obligations in relation to the Service, if the delay or failure was beyond our reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond our reasonable control:
 1. act of god, explosion, flood, tempest, fire or accident; weather.
 2. war or threat of war, sabotage, pandemic flu or virus, insurrection, civil disturbance or requisition;
 3. acts, restrictions, regulations, bye-laws, prohibitions or measures or any kind on the part of any governmental, parliamentary or local authority;
 4. import or export regulations or embargoes;
 5. strikes, lock-outs or other industrial actions, power cuts or trade disputes (whether involving our employees or of a third party); or
 6. technical problems, external circumstances preventing suppliers delivering against deadlines or preventing delivery of 3rd party against agreed commitments including postal delivery services.

14. Cancellation (Consumer Purchases).

1. If you are purchasing as a consumer, you may cancel your Order with us for the Products you order at any time up to the end of the fourteenth working day after the date you receive the ordered Products, subject to clause 14.2 below. You do not need to give us any reason for cancelling your Order nor will you have to pay any penalty, subject to clause 14.2 below.
2. You cannot cancel your Order, if the Products you have ordered are not a stock item in our yard or not "off-the-shelf" standard products (in particular a bespoke order) but were configured or assembled pursuant to

your requirements.

3. The Product must be unused, in its original packing and in a saleable condition.
4. To cancel your Order, please provide us with written notice by post to Cheshire Paving Stones, at The Berkshire Garden Centre, Sutton Lane, Langley, Slough, SL3 8AH or emailing info@cheshirepavingstones.co.uk in each case within the statutory cooling-off period and giving details of the items ordered, and (where appropriate) their delivery date.
5. If you have received the Products before you cancel your Order then (unless clause 14.2 applies) you must send the Products back to our contact address at your own cost as per the Distance Selling Regulations. Where you fail to return the Goods to us, we shall be entitled to charge you for the reasonable costs of collecting the Goods from you. We reserve the right to deduct such costs from any refund due to you.
6. Once you have notified us that you are cancelling your Order, any sum debited to us from your credit card will be re-credited to your account as soon as possible and in any event within 30 days of your Order, provided that the Products in question are returned by you and received by us in a reasonable condition. If you do not return the Products delivered to you or do not pay the costs of delivery, we shall be entitled to deduct the direct costs of recovering the Products from the amount to be re-credited to you.
7. Business purchasers have no right to cancel orders under clauses 14.1 to 14.6.

15. Cancellation by us.

1. In addition to our rights under clause 10 above, we reserve the right to cancel the contract between us if: (i) we have insufficient stock to deliver the Products you have ordered; (ii) we do not deliver to your area; or (iii) one or more of the Products you ordered was listed at an incorrect price due to a typographical error or an error or change in the pricing information.
2. If we do cancel your Order we will notify you by e-mail or by letter and will re-credit to your account any sum deducted by us from your credit card as soon as possible but in any event within 30 days of your Order.

16. Delivery.

1. Completed Orders will be sent to the delivery address that you have given on your order form. We cannot be held responsible if that delivery address is incorrect or incomplete. Please note that we do not deliver to PO boxes.
2. Cheshire Paving Stones times of delivery will be agreed with the Customer following our acceptance of the Order.
3. Cheshire Paving Stones shall bear all risk in respect of consignments until delivered to the Customer. Once a Completed Order has been received by you, all risk of damage to, or loss of, the products shall pass to you.
4. We only deliver to the kerbside. However, in the event of the Customer requires us to deliver on their private property, we will deliver subject to the Customer indemnifying Cheshire Paving Stones against all damages.
5. We reserve the right to use 3rd party haulage companies to deliver Products.

6. The Customer is responsible for informing Cheshire Paving Stones as to the nature of the delivery address road surface. Some surfaces (such as gravel or loose, uneven or sloping ground) are not suitable for a pallet truck. If the point of delivery is unsuitable for delivery by pallet truck and we are unable to make the delivery due to this, the Customer may be liable for additional delivery charges.
7. We shall be entitled to (a) deliver a completed Order in instalments and each instalment shall be deemed to constitute a separate contract and (b) supply only part of an order. Order has been received by you, all risk of damage to, or loss of, the products shall pass to you.
8. Delivery dates are approximate only and not an essential term of the Agreement. Cheshire Paving Stones shall have no liability in respect of delay in delivery to the Customer.
9. Notification of damage, delay or loss of goods in transit or of non-delivery must be given in writing to Cheshire Paving Stones and the carrier within three clear days of delivery (or, in the case of non-delivery, within 28 days of notification of dispatch of the goods) and any claim in respect thereof must be made in writing to Cheshire Paving Stones and the carrier within seven clear days of delivery (or in the case of non-delivery, within 42 days of notification of dispatch). All other claims must be made in writing to Cheshire Paving Stones within 28 days of delivery. Cheshire Paving Stones shall not be liable in respect of any claim unless the aforementioned requirements have been complied with except in any particular case where the customer proves (i) it was not possible to comply with the requirements and (ii) advice (where required) was given and the claim made as soon as possible.
10. Should Cheshire Paving Stones a) not receive delivery instructions or b) be unable through no fault of Cheshire Paving Stones to effect delivery within 30 days after notification to the Customer that items are ready for dispatch, the Customer shall take delivery or arrange for storage. Should the Customer fail to take delivery or arrange for storage, we shall be entitled to arrange storage either at our own works or elsewhere on your behalf and all charges for storage, for insurance or for demurrage shall be payable by you.
11. If in the opinion of Cheshire Paving Stones the ground or access over which delivery or unloading is required is unsuitable for safe passage Cheshire Paving Stones may refuse to deliver or deliver to the nearest accessible point.
12. The Customer shall indemnify Cheshire Paving Stones in respect of any claim for loss or damage arising from unloading of the goods.

17. Disclaimer and Limitation of Liability.

1. In no event will we be liable for any direct, indirect, special, punitive, exemplary or consequential losses or damages of whatsoever kind arising out of access to, or the use of this Website or any information contained in it, including loss of profit and the like whether or not in the contemplation of the parties, whether based on breach of contract, tort (including negligence), product liability or otherwise, even if advised of the possibility of such damages.
2. To the maximum extent permitted by law, we disclaim all implied warranties with regard to the information, services and materials contained on this Website. All such information, services and materials are provided "as is" and "as available" without warranty of any kind.
3. Cheshire Paving Stones cannot guarantee 100% up-time and endeavour to provide services as described on the website.

18. Statutory Information.

This website is owned and operated by:

Cheshire Paving Stones,
The Berkshire Garden Centre,
Sutton Lane,
Langley,
Slough,
SL3 8AH

Email – info@cheshirepavingstones.co.uk

Company Number 10065285

VAT Registration No. 235875086

19. General.

1. Failure or delay by Cheshire Paving Stones in enforcing any term of the Agreement shall not be construed as a waiver of any of its rights under it.
2. The illegality, invalidity or unenforceability of any part of this Agreement will not affect the legality, validity or enforceability of the remainder.
3. We shall be entitled to subcontract, assign or transfer our obligations or rights to a competent third party or to any associated company whether in whole or in part. The Customer may not assign or transfer any of your rights or obligations without our written consent.
4. The construction, validity and performance of this Agreement shall be governed by English Law.

20. Free Nationwide Delivery.

1. Free delivery nationwide on ALL orders totalling £750.00 + VAT and over, excluding items/areas mentioned in terms 20.2 & 20.9.
2. Corten Steel planters are subject to a flat £10.00 delivery charge per order.
3. Please refer to individual product pages for more information on each product and their delivery terms.
4. All orders under £750.00 + VAT are subject to a flat rate of £60.00 + VAT.
5. All Products must be ordered in one transaction and delivered at the same time.
6. If a single delivery is split by the customer, the split deliveries are subject to additional delivery charges.
7. If a single delivery is not possible due to the size of the order, we will not charge for additional deliveries to fulfil the order.
8. If a single delivery is split due to Cheshire Paving Stones (item(s) out of stock, for example) we will not charge for additional deliveries.

9. For 'Zone E' deliveries (IoW, N. Ireland, Channel Islands, Isle of Man, Scottish Borders and other areas of Scotland, are a few example areas – please contact us if you are unsure on your area) there are set delivery charges based on delivery postcode. You can find the corresponding delivery charge to your postcode at checkout stage.
10. Free Nationwide Delivery only applies to our standard delivery methods. If you require a different delivery method, this may be chargeable. The difference between the free standard delivery charge and the delivery charge to ship via a different method required will be chargeable.
11. For Zone D deliveries, the standard delivery method is economy, delivered within 1 to 3 working days. Next day delivery is available as an enhancement and is chargeable at an additional £15 + VAT per order, on all orders.
12. Our standard delivery terms can be found in section 16 of our terms and conditions.

21. Promotional Offers.

1. Promotional offers are only valid when stated on the offer.
2. T&Cs for individual offers will be listed on each offer individually.
3. Promotional Offers do not apply to Commercial Projects.

22. 10 Year Homeowner Porcelain Paving Guarantee.

1. Validity:

1. This guarantee is only valid for the name and address of the person detailed above.
2. This guarantee will only be valid if the product has been installed in line with Cheshire Paving Stones installation advice as a minimum standard and/or the material has been installed in line with relevant British standards. Failure to seek planning permission (if relevant) for this installation will cause this guarantee to be invalid.
3. The guarantee is only valid if the product/products have been maintained to the correct standards in line with the relevant Cheshire Paving Stones cleaning and maintenance guide.
4. The guarantee only applies to standard porcelain paving products, excluding any steps, copings or manufactured products.
5. A guarantee will only be issued on completion of a Cheshire Paving Stones guarantee registration form and on receipt of written confirmation from the contractor that the contract has been financially settled.
6. Guarantees will only be issued up to a maximum of three months after the stone has been delivered.
7. The guarantee period begins on the day the material was delivered to site.
8. In the case of multiple deliveries being required to complete a project the first delivery date shall be deemed the commencement date of the guarantee.

2. Definitions of failing:

1. Severe Frost Damage, Cracking, Breaking, De-lamination.

3. Project Application:

1. This guarantee only applies to installations at domestic residences.
2. This guarantee does not apply to commercial or public realm installations.

4. What's not covered:

1. Damage caused by vehicle traffic.
2. Aesthetic dispartages caused by colour variation, colour fading and/or natural weathering.
3. Minor surface pitting, minor frost damage or staining caused by any substance whatsoever.
4. Impact damage of any kind, accidental damage of any kind, damage caused by subsidence, movement of subbase and/or sub soil, ground heave, damage caused by tree roots, poor drainage, excessive ground water, floods, and/or any act of god. This list is not exhaustive and Cheshire Paving Stones reserve the right to withhold honouring the guarantee for any instances reasonably beyond our control.
5. Please note that any replacement product we provide as a result of this guarantee are subject to colour and tonal variation and we are unable to guarantee that any replacement products will provide an exact match. We take no responsibility for this whatsoever.

5. Value of the guarantee:

1. Material and Reinstallation values will be limited to the original project costs adjusted for inflation over the period since the start date of the guarantee.
2. The upper value limit as described (i) will be applied proportionately in the case of partial failures. (example, if 10m² of a 100m² patio failed, we would only replace the failed 10m² for a period of ten years. We would replace the failed 10m² and cover reinstallation costs of the faulty 10m² for a period of five years)

23. Discount Codes

1. All discount codes are applied to the value of the order, excluding delivery charges and are subject to our general Terms and Conditions.
2. The discount code must be entered in the 'discount code' field on the basket page and applied for the discount to be deducted from the order. No discounts will be given retrospectively.
3. The discount code can only be redeemed online at www.cheshirepavingstones.co.uk
4. The order value must meet the minimum required number of qualifying products as specified on the means the discount code was communicated on.

5. Cheshire Paving Stones reserves the right to amend or withdraw the discount codes at any given time, without prior notice.

24. NHS Staff Discount

1. All NHS staff members benefit from a 5% discount on selected products on the Cheshire Paving Stones website.
2. In order to obtain the discount code for this promotion, proof of valid NHS employment is required. The customer must send Cheshire Paving Stones a digital copy of a valid NHS ID Card.
3. The discount is applied to the retail price displayed on the Cheshire Paving Stones website.
4. The following products are excluded from this promotion: any bespoke work or materials, GFTK, EasyJoint, presealing, Millboard Decking and sale items.
5. All prices are exclusive of VAT.
6. The offer is only available while stock lasts.
7. There is no minimum order value.
8. Delivery charges are excluded.
9. Cheshire Paving Stones reserves the right to amend or withdraw the offer at any given time, without prior notice.

