

Consumer Terms

Please read the following important terms and conditions (Terms) before you buy anything from us on our website or other means of purchasing and check that they contain everything you want and nothing that you are not willing to agree to.

1. These Terms

1.1. These Terms apply only if you are buying goods from us as a consumer (i.e. for purposes outside of your business, craft or profession). If you are buying goods from us in the course of business, our business terms and conditions apply to such purchases, which can be accessed on our website: <https://www.marshall's.co.uk/legal/conditions-of-sale>.

1.2. If you buy goods from us and you place an order on our website, you agree to be legally bound by these Terms. Please read these Terms carefully before you submit your order to us.

1.3. **YOUR ATTENTION IS PARTICULARLY DRAWN TO: (A) CLAUSE 6 WHICH SETS OUT YOUR RIGHTS IN RELATION TO CANCELLING THE CONTRACT; (B) CLAUSE 9.5 WHICH STATES THAT WE WILL NOT BE LIABLE FOR ANY THIRD PARTY COSTS THAT YOU INCUR AS A RESULT OF US NOT DELIVERING THE GOODS ON THE AGREED DATE; AND (C) CLAUSE 16 WHICH SETS OUT OTHER LOSSES THAT YOU MAY SUFFER WHICH WE WILL NOT BE LIABLE FOR.**

1.4. **NOTHING IN THESE TERMS WILL AFFECT YOUR LEGAL RIGHTS. DETAILED INFORMATION ON YOUR LEGAL RIGHTS IS AVAILABLE FROM THE CITIZENS ADVICE WEBSITE: WWW.ADVICEGUIDE.ORG.UK.**

1.5. These Terms are only available in English. No other languages will apply to these Terms.

1.6. When buying any goods from us you also agree to be legally bound by:

- 1.6.1. our website terms and conditions;
- 1.6.2. extra terms which may add to, or replace, some of these Terms. This may happen for security, legal or regulatory reasons. We will contact you to let you know if we intend to do this by giving you one month's notice. You can end this contract at any time by giving one month's notice if we tell you extra terms apply; and
- 1.6.3. specific terms which apply to certain goods. If you want to see these specific terms, please visit the relevant webpage for the goods.

1.7. These Terms set out:

- 1.7.1. your legal rights and responsibilities;

- 1.7.2. our legal rights and responsibilities; and

1.7.3. certain key information required by law. All of the above form part of these Terms as though set out in full here.

1.8. In these Terms:

1.8.1. 'we', 'us' or 'our' means Marley Limited, Marshall's Mono Limited or any member of the Marshall's Group that contracts on these Terms from time to time; and

1.8.2. 'you' or 'your' means the person buying goods from us on our website.

1.8.3. 'Group' means Marshall's plc and its subsidiary companies whether directly or indirectly owned.

2. Information we give you

2.1. By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made. If you want to see this key information, please:

2.2. read the acknowledgement email (see clause 5.3); or

2.3. contact us using the contact details on clause 3 of this page.

2.4. The key information we give you by law forms part of these Terms (as though it is set out in full here).

2.5. If we have to change any key information once you place an order with us, we can only do this if you agree to the changes.

3. Information about us and how to contact us

3.1 When you buy goods from Marshall's.co.uk then we are Marshall's Mono Limited. When you buy goods from direct.marley.co.uk then we are Marley Limited. The company you will be contracting with will be set out in your order.

3.2 You can contact Marley Limited by sending an email to online@marley.co.uk; or writing to Lichfield Road, Branston, Burton-on-Trent, DE14 3HD; or filing out and submitting the online contact form available here <https://www.marley.co.uk/contact-us>. You can contact Marshall's Mono Limited by sending an email to ConsumerSales@marshall's.co.uk; or telephoning on 0333 220 2737; or writing to Landscape House Premier Way, Lowfields Business Park, Elland, HX5 9HT.

3.3 If you have any questions or complaints, about the goods, please contact us.

4. Your privacy and personal information

4.1 Marley's Privacy Policy is available at <https://www.marley.co.uk/privacy-policy>. Marshall's Privacy Policy is available at <https://www.marshall's.co.uk/legal/privacy-policy>.

4.2 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

5. Ordering goods from us

5.1 Below, we set out how a legally binding contract between you and us is made.

5.2 You place an order on our website by selecting the goods you wish to purchase and completing the online checkout process. Please read and check your order carefully before submitting it. You will be able to correct any errors before submitting your order to us.

5.3 When you place your order at the end of the online checkout process (e.g. when you click on the 'pay now' button) we will acknowledge it by email. This acknowledgement does not, however, mean that your order has been accepted by us.

5.4 We may contact you to say that we do not accept your order and, if we have already taken payment, we will refund the charges in full. This is typically for the following reasons:

- 5.4.1. the goods are unavailable;
- 5.4.2. we cannot authorise your payment;
- 5.4.3. you are not allowed to buy the goods from us;
- 5.4.4. we are not allowed to sell the goods to you;
- 5.4.5. you have ordered too many goods;
- 5.4.6. there are unexpected limits on our resources which we could not reasonably plan for;
- 5.4.7. there has been a mistake on the pricing or description of the goods; or
- 5.4.8. we are unable to deliver to your preferred delivery address or meet a delivery deadline you have specified.

5.5. We will only accept your order when we email you to confirm this (Confirmation Email) or, if earlier, the time we dispatch the goods for delivery, at which point a contract will come into existence between you and us. At this point:

5.5.1. a legally binding contract will be in place between you and us; and

5.5.2. we will dispatch the goods to you.

6. Right to cancel

6.1. You have the right to cancel this contract within 14 days without giving any reason.

6.2. The cancellation period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods. However, if the goods are split into several deliveries over different days, the cancellation period will start on the day you, or a third party indicated by you other than the carrier, receives the last delivery.

6.3. To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or email) using the contact details in clause 3 and return the goods in their original condition.

6.4. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

6.5. You will also have the right to cancel this contract if goods are faulty or misdescribed or if we have done something or have told you that we are going to do something (see clause 6.6).

6.6. If you are cancelling this contract for a reason set out at (a) to (e) below, this contract will end immediately, and we will refund you in full for any goods which have not been provided but have been paid for by you: The reasons are:

- a) we have told you about a mistake in the price or description of the goods you have ordered and you do not wish to proceed;
- b) we are unable to deliver the goods to your preferred delivery location and we have been unable to agree an alternative method or location for delivery;
- c) there is a risk that supply of the goods may be significantly delayed because of events outside our control;
- d) we have suspended supply of the goods for any of the reasons set out in clause 10 below (or notify you we are going to suspend them); or
- e) you have a legal right to cancel this contract because of something we have done wrong.

6.7 Unless you have a legal right or are permitted by these Terms to end this contract, any

cancellation, returns and refunds are at our sole discretion.

- 6.8 Where you wish to exercise a right to cancel your contract or wish to request a return or cancellation, please let us know by contacting us using the details in clause 3 providing your name, home address, order number, details of the order, and where available, your phone number and email address.

7. Effects of cancellation

- 7.1 If you cancel this contract within 14 days, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

- 7.2 We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you. If we reimburse you the price paid before we are able to inspect the goods and we later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

- 7.3 We will make the reimbursement without undue delay, and not later than:

- 7.3.1. 14 days after the day we received back from you any goods supplied; or
- 7.3.2. (if earlier) 14 days after the day you provide evidence that you have returned the goods; or
- 7.3.3. if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.

- 7.4 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

- 7.5 We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

- 7.6 If you have received goods:

- 7.6.1. you shall send back the goods or hand them over to us, or if they are not suitable for posting and cannot be handed over to us in person, allow us to collect them from you, without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from this contract to us. The deadline is met if you send back the goods

before the period of 14 days has expired;

- 7.6.2 we will bear the cost of returning the goods in respect of reasons described in clause 6.5 and 6.6 only. You will have to bear the direct cost of returning goods if they are not faulty. If you are responsible for the cost of returning the goods and we are collecting the goods from you, we will charge you the direct cost to us of collection. The cost of collection will depend on the size, location and weight of the goods we are collecting; and

- 7.6.3 you are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

8. Our right to end this contract

- 8.1 We may end this contract at any time by writing to you if:

- 8.1.1. you do not make any payment to us when it is due, and you do not make payment within 7 days of us reminding you that payment is due;

- 8.1.2. you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the goods, for example, a delivery address where our contract states that we will deliver the goods to you; or

- 8.1.3. you do not, within a reasonable time, allow us to deliver the goods to you or collect them from us.

- 8.2 If we end this contract in the situations set out in clause 8.1, we will refund any money you had paid in advance for goods we have not provided, but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of you breaking this contract.

- 8.3 We may end this contract if we are unable to deliver the goods to your preferred delivery location for logistical reasons in accordance with clause 9.11. In such circumstances, we will refund in full any money you have paid in advance for goods we have not provided.

9. Delivery

- 9.1. We use third party delivery partners to deliver our goods. For information on delivery options and costs, visit our delivery FAQs, for Marley <https://direct.marley.co.uk/pages/faqs>, for Marshall's <https://www.marshall's.co.uk/gardens-and-driveways/customer-services/delivery-information-and-restrictions>.

- 9.2. If you place your order on our website during the online checkout process, you may be given available delivery options to choose from, and the costs of delivery will be as displayed to you on our website.
- 9.3. Prior to submitting your order you may be able to select a preferred delivery or collection date. Please note that this date and any date set out in the Confirmation Email is only estimated and we will keep you updated during the order process as to when we will provide the goods to you, and we will contact you to update you on the estimate when the goods are ready for delivery or collection. Unless we agree with you otherwise, the date for delivery or collection will be within 30 days after the day on which we accept your order. If we are unable to deliver the goods or make them available for collection within 30 days of the date on which we accept your order, we will notify you of this, and unless you agree to extend the time for delivery or collection, you may end the contract, and we will refund in full any charges you have paid for the goods not delivered or collected.
- 9.4. If something happens due to an event which is outside of our control and affects the estimated date of delivery or collection of the goods, we will take reasonable steps to minimise the effect of the delay and contact you as soon as possible to provide you with a revised estimated date for delivery or collection. Provided we do this, we will not be liable for delays caused by the event, but if there is a risk of substantial delay, you may contact us to end the contract and receive a refund for any goods you have paid for but not received. Examples of events that are outside our control include acts of God, floods, drought or other natural disasters; outbreaks of a virus, disease or other severe illness; terrorist attacks; collapse of buildings, fire or explosions; any labour or trade disputes, strikes or industrial action; or non-performance by our third party delivery partners or suppliers (where they are not one of our Group companies).
- 9.5. We strongly recommend that you do not book any tradespersons (including fitters and installers) until you have received your order, and you have checked and confirmed that it corresponds with the contract. In the event that you choose to go ahead and book tradespersons prior to receiving your order, you do so at your own risk. We will not be liable for any third party costs you incur as a result of you not receiving your order on the agreed date.
- 9.6. Delivery will take place at the address specified by you when you placed your order with us. Collection will take place at the address specified by us or selected by you when you placed your order with us.
- 9.7. Unless you and we agree otherwise, if we cannot deliver your goods or make them available for collection within 30 days of the date of your Confirmation Email, we will:
 - 9.7.1. let you know;
 - 9.7.2. cancel your order; and
 - 9.7.3. give you a refund.
- 9.8. If nobody is available to take delivery or collect the goods, please contact us using the contact details on clause 3. If no one is available at your address or you decline to take delivery, you may, at our discretion, be charged a re-delivery fee. If after a failed delivery to you, you do not re-arrange delivery, we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If you fail to collect the goods within the timescale set out in the quote or where no timescale is specified within a reasonable period, we may contact you for further instructions and may charge you for storage costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 8.2 will apply.
- 9.9. You are responsible for the goods once they have been delivered to the address specified by you when you placed your order with us. If you are collecting the goods, you are responsible for the goods once they have been collected by you.
- 9.10. In spite of the fact that you may have become responsible for the goods in accordance with clause 9.9 above, you will only own those goods once we have received payment in full.
- 9.11. For logistical reasons we do not make deliveries to any addresses outside of mainland UK. We do not accept orders for, and we are not able to deliver goods to the following postcode areas: **BT, ZE, TR, IM, HS, KW, KA, PA, PH, IV, GY, JE**. There may be other circumstances where we are prevented from being able to deliver the goods to your requested delivery address. Where this is the case, we will contact you to let you know as soon as possible and will do our best to agree an alternative method of delivery (if possible) or delivery location with you. Where we are unable to agree an alternative, either of us will be entitled to end the contract and we will refund in full any charges you have paid for the goods not delivered.

9.12 We may need certain information from you so that we can supply the goods to you, for example, where you ask us to deliver a product to you, we will need the address of the delivery location. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 8.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the goods late or not supplying any part of them if this is caused by you not giving us the information, we need within a reasonable time of us asking for it.

9.13 We may deliver your goods in instalments.

10. Suspending the supply of goods

10.1 We may have to suspend the supply of goods:

- (a) to deal with technical problems or make minor technical changes;
- (b) to ensure the safety of our customers or our employees where we have reason to believe that supplying the goods to you may put you, our employees or any third party's safety at risk;
- (c) where, upon delivery, the driver deems the delivery location to be unsuitable; or
- (d) to update the goods to reflect changes in relevant laws and regulatory requirements.

10.2 We will contact you in advance to tell you we will be suspending supply of the goods, unless the problem is urgent or an emergency (such as the delivery location not being suitable for our driver to unload the goods), in which case we may not be able to tell you in advance. If we have to suspend the goods for a prolonged period, we will adjust the price so that you do not pay for goods while they are suspended. You may contact us to end the contract for goods if we suspend it, or tell you we are going to suspend it, and we will refund any sums you have paid in advance for the goods.

10.3 If we do not take payment at the time of your order and you subsequently fail to pay us for the goods at the time we have agreed and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the goods until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the goods. We will not suspend the goods where you dispute the unpaid invoice (see clause 11.11). We will not charge you for the goods during the period for which they are

suspended. As well as suspending the goods we can also charge you interest on your overdue payments (see clause 11.10)

11. Payment

11.1 We accept payment online or in some circumstances over the phone by all major credit cards and debit cards. We do not accept cash or cheques.

11.2 We will do all that we reasonably can to ensure that all of the information you give us when paying for the goods is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on our part, any failure by us to comply with this contract or our Privacy Policy (see clause 4) or breach by us of our duties under applicable laws, we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us.

11.3 All payments by credit card or debit card need to be authorised by the relevant card issuer. We may also need to use extra security steps via:

11.3.1. Verified by Visa;

11.3.2. Mastercard®SecureCode™; or

11.3.3. American Express SafeKey.

11.4 Unless otherwise agreed with you, we will take payment for your order from your credit or debit card at the time you place your order.

11.5 If we subsequently reject your order for any reasons permitted by these Terms, or we cannot supply the goods for any reason, we will credit your credit or debit card with a full refund.

11.6 If your payment is not received by us and you have already received the goods, you must:

11.6.1. pay for such goods as soon as possible and in any case within 10 days; or

11.6.2. return them to us as soon as possible and in any case within 10 days. If so, you must keep the goods in your possession, take reasonable care of them (including ensuring that you follow any instructions or manuals given with the goods) and not use them before you return them to us.

11.7 If you do not pay for the goods and fail to return them in accordance with clause 11.6.2, we may collect the goods from you, and we will try to contact you to let you know if we intend to do this.

11.8 Nothing in this clause 11 affects your legal rights to cancel the contract during the cancellation period as set out in clause 6.

11.9 All prices are in pounds sterling (£) (GBP) and include VAT at the applicable rate but exclude delivery charges.

11.10 Where you do not make any payment to us by the agreed date for payment, we may charge interest on the overdue amount at the rate of 3% a year above the base lending rate of the Bank of England. This interest shall accrue on a daily basis from the due date until the date of payment of the overdue amount and you must pay us interest together with any overdue amount.

11.11 If you think an invoice is wrong, please contact us promptly to let us know using the contact details in clause 3.

12. Price

12.1 The price of the goods (which includes VAT) will be the price indicated on the order pages of our website when you place your order. We take all reasonable care to ensure that the price of the goods advised to you is correct. However, please see clause 12.2 for what happens if we discover a mistake in the price of the goods you order.

12.2 It is always possible that, despite our best efforts, some of the goods we sell may be incorrectly priced. We will normally check prices before accepting your order. If the goods correct price at your order date is higher than the price stated to you, we will contact you to give you the option of continuing to purchase the goods at the correct price or cancelling your order before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mispricing, we may end this contract, refund you any sums you have paid and require the return of any goods provided to you.

13. Nature of the goods

13.1 The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'). The goods that we provide to you must be as described, fit for purpose and of satisfactory quality.

13.2 We are under a legal duty to supply you with goods that conform with this contract.

13.3 The packaging of the goods may be different from that shown on our website.

13.4 While we try to make sure that:

13.4.1. all weights, sizes and measurements set out on our website, catalogue and other marketing material are as accurate as possible, there may be a small tolerance in weights, sizes and measurements in certain goods; and

13.4.2. any information, such as images, colours, sizing, weights, dimensions

and specifications, on our website or included in our catalogues and other marketing material are as accurate as possible, however this information is provided as a guide only and the goods we supply to you may vary slightly from the information provided. This is especially the case for any goods made from natural stone which due to its inherent characteristics may vary in colour, texture and markings to create a more subtle and consistent finish.

13.4.3. If any of the information provided is particularly important to you, we recommend that you contact us to confirm the information prior to placing your order.

13.5 Any goods sold at discount prices, as remnants or as substandard will be identified and sold as such. Please check that they are of a satisfactory quality for their intended use.

13.6 If we can't supply certain goods (such as fixings), we may need to substitute them with alternative goods of equal or better standard and value. In this case:

13.6.1. we will let you know if we intend to do this, but this may not always be possible; and

13.6.2. you can refuse to accept such substitutes, in which case we will offer you a refund or a replacement and let you know how long such an offer remains open for.

13.7 If we are making or supplying the goods to measurements you provide, you are responsible for making sure that those measurements are correct. Find information and tips on how to measure on our [website](#) or contact us.

14. Faulty goods

14.1 Your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights') are set out at <https://www.legislation.gov.uk/ukpga/2015/15/contents>. They are a summary of some of your key rights. For more detailed information on your rights and what you should expect from us, please:

14.1.1. visit our website;

14.1.2. contact us using the contact details at clause 3 of these Terms; or

14.1.3. visit the Citizens Advice website www.citizensadvice.org.uk.

15. End of the contract

15.1 If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.

16. Limitation on our liability

- 16.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:
- 16.1.1. losses that were not foreseeable to you and us when the contract was formed;
 - 16.1.2. losses that were not caused by any breach on our part;
 - 16.1.3. business losses see clause 16.2; or
 - 16.1.4. losses to non-consumers see clause 16.2.
- 16.2 We only supply the goods for domestic and private use. If you use the goods for any commercial, business or re-sale purpose, we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 16.3 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 17. Third party rights**
- 17.1 No one other than a party to this contract has any right to enforce any term of this contract.
- 18. Alternative dispute resolution**
- 18.1 We will try to resolve any disputes with you quickly and effectively. If you are unhappy with the goods you ordered, our service to you or any other matter, we encourage you to please contact us as soon as possible using the contact details set out in clause 3 of these Terms.
- 18.2 If you are not happy with how we have handled a dispute, please let us know and we will provide you with information about our alternative dispute resolution provider.
- 19. Other important terms**
- 19.1 We may transfer our rights and obligations under these Terms to another organisation. We will let you know in writing if this happens, and we will do our best to ensure that the transfer will not affect your rights under the contract.
- 19.2 You may only transfer your rights or your obligations under these Terms to another person if we agree to this in writing.
- 19.3 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 19.4 If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 19.5 These Terms are governed by English law, and you can bring legal proceedings in respect of the goods in the English courts. However, if you live in Scotland, you can bring legal proceedings in respect of the goods in either the Scottish or the English courts.