

Terms and Conditions

1. Use of Jbcpaving.co.uk

The website jbcpaving.co.uk is provided to you free of charge for your personal use subject to these Terms and Conditions. By using the Jbcpaving.co.uk site you agree to be bound by these Terms and Conditions.

THESE TERMS AND CONDITIONS DO NOT AFFECT YOUR STATUTORY RIGHTS.

The use of this website is subject to the following terms of use:

The content of the pages of this website is for your general information and use only. It is subject to change without notice.

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Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.

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From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).

Your use of this website and any dispute arising out of such use of the website is subject to the laws of England, Northern Ireland, Scotland and Wales.

2. Amendments

We may update these Terms and Conditions from time to time and any changes will be notified to you via the e-mail address provided by you on account registration or via a suitable announcement on the Jbcpaving.co.uk site. The changes will apply to the use of the Jbcpaving.co.uk site after we have given notice. If you do not wish to accept the new Terms and Conditions you should not continue to use the Jbcpaving.co.uk site. If you continue to use the Jbcpaving.co.uk site after the date on which the change comes into effect, your use of the Jbcpaving.co.uk site indicates your agreement to be bound by the new Terms and Conditions

3. Account Registration

To register with Jbcpaving.co.uk you must be over eighteen years of age.

You must ensure that the details provided by you on registration or at any time are correct and complete

You must inform us immediately of any changes to the information that you provided when registering by updating your personal details.

4. Password and security

When you register to use the Jbcpaving.co.uk site you will be asked to create a password. You must keep this password confidential and must not disclose it or share it with anyone. You will be responsible for all activities and orders that occur or are submitted under your password. If you know or suspect that someone else knows your password you should notify us immediately.

If Jbcpaving.co.uk has reason to believe that there is likely to be a breach of security or misuse of the Jbcpaving.co.uk site, we may require you to change your password or we may suspend your account in accordance with paragraph 16 below. Please ensure that your account registration details are correctly provided and complete. Inform us immediately of any changes required to the

registered information by accessing your account to update the information you provided us. Jbcpaving.co.uk reserves the right to refuse access to the website, terminate accounts, remove or edit content, or cancel orders at our discretion. If we cancel an order, it will be without charge to you.

5. Privacy

Please review our privacy policy.

6. The Contract between us

We must receive payment of the whole of the price for the goods that you order before your order can be processed. Once payment has been received by us we will confirm that we are sure that the goods ordered are available in stock by sending an email to you at the email address you provided upon account registration. We will then dispatch the goods to the address provided upon your account registration. In the unlikely event that the goods ordered are not available, we shall email you at the email address you provided upon account registration and arrange for your payment to be re-credited to your account within 7 days.

7. Price

7.1 The price payable for goods that you order are as set out in our website.

7.2 You will be required to pay extra for delivery and it might not be possible for us to deliver to some locations. Our delivery charges and restricted delivery areas are fully detailed in our delivery policy.

7.3 We reserve the right to cancel orders for any reason like a technical error, typing error, wrong pricing etc.

8. Right for you to cancel your contract

8.1 Cancellations should be made either in writing, by email to sales@Jbcpaving.co.uk or via telephone, to our Customer Services Team : 0800 002 5907 The Customer does not need to give a reason, however, a brief outlined explanation will help us to improve our Customer Service in the future. If the Customer decides to cancel the order, a FULL refund for the GOODS and original DELIVERY charge will be issued. If the order is cancelled, the goods must be returned to the Company, The cost for returning the goods is the responsibility of the Buyer. However, if the Customer returns the goods themselves to the Company, the Company, will not re-imburse the cost of returning the goods.

8.2 If you cancel the order after despatch, but before physical delivery, you will be expected to accept delivery of the goods and take responsibility for the return of the goods to Jbc Paving. A full refund will be issued for the Goods and the original Delivery charge once the goods have been received and inspected by us, as being in a resalable condition. Jbc Paving will not accept under any circumstances the cost for return or re-packaging of the goods.

8.3 Please read our returns & refund policy.

8.4 If you have received the goods before you cancel your contract then you must arrange for collection by Jbc Paving.

8.5 Once you have notified us that you are cancelling your contract, 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 goods in question are collected by us in the condition they were in when delivered to you. We shall be entitled to deduct the costs of recovering the goods from the amount to be re-credited to you.

9. Cancellation by us

9.1 We reserve the right to cancel the contract between us if:

9.1.1 we have insufficient stock to deliver the goods you have ordered;

9.1.2 we do not deliver to your area or

9.1.3 one or more of the goods you ordered was listed at an incorrect price due to a typographical error or an error in the pricing information received by us from our suppliers.

9.2 If we do cancel your contract we will notify you by e-mail or any other suitable medium 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. We will not be obliged to offer any additional compensation for disappointment suffered.

10. Delivery of goods to you

Please read our delivery policy.

11. Product Quality

11.1 All photographs are provided as an indication of product appearance only, as lighting conditions, screen calibration and natural variances may affect the appearance of the product.

11.2 Natural stone products may vary in color and texture and will contain individual markings and natural imperfections. These include, but are not limited to mineral deposits which may change over time as the minerals oxidize and can appear as copper, bronze or black coloration or quartzite veining. Reconstituted (manmade) products (like porcelain) contain natural aggregates and these may vary in color and texture between batches.

11.3 Sawn edged or machine finished flags may include minor variances and irregularities. The surface of hand-cut paving may delaminate slightly.

11.4 Efflorescence (white markings) may appear on the surface of concrete paving as a result of a chemical reaction between cement and water. This is a natural phenomenon and will gradually disappear with weathering. Efflorescence is a characteristic of good quality paving with high cement content.

11.5 Sizes quoted are nominal and may vary in accordance with manufacturing tolerances. As a general guide, paving sizes quoted may vary by +/- 5mm. The thickness of calibrated paving may vary by +/- 4mm. Some manufacturers include the pointing allowance in the specified paving size. Usually, the quoted sizes and coverage shown on our website are achieved when using an average 10mm pointing joint. Product shape and weight may also vary.

11.8 Unless specified otherwise, all buildings and timber items require construction on site and will often need minor cutting to materials to complete the project. This necessitates the use of tools as appropriate.

11.9 As products may vary between packs and batches, ensure they are mixed from each pack to achieve a blended overall appearance. We will not be liable for any labour costs, consequential loss or compensation in any way.

11.10 Ensure all goods are checked for damage and defects prior to use as we will not be held responsible for any associated costs of uplifting and relaying.

11.11 Many products will weather over time and this may appear in the form of gradual fading (mainly manmade paving) and lichen/ organic growth discolouration in certain environmental conditions. Areas close to trees or planting borders may be prone to discolouration and require cleaning. Sealing paving can often reduce this effect; however seek the manufacturer's guidance prior to application. Many products will require annual maintenance. Only use cleaning and maintenance products suitable for the product you have purchased.

11.12 Unless specified to the contrary, our products are intended for exterior use on pathways, driveways, and patio and garden applications. Driveway paving products should be used in lightly trafficked areas as this paving is designed for withstanding vehicular weight.

11.13 Samples are provided as an indication of colour and texture only and sample thickness is not necessarily representative of the actual product.

11.14 The manufacturers of our products have a continual policy of product improvement. We therefore reserve the right to alter or change our product specifications without notification.

11.15 All complaints must be received in writing. We will deal with the matter in accordance with your legal rights.

12. Liability

12.1 If the goods we deliver are not what you ordered or are damaged or defective or the delivery is of an incorrect quantity, we shall have no liability to you unless you notify us in writing at our contact address of the problem within 03 working days of the delivery of the goods in question.

12.2 If you do not receive goods ordered by you within 30 days of the date on which you ordered them, we shall have no liability to you unless you notify us in writing at our contact address of the problem within 40 days of the date on which you ordered the goods.

If you notify a problem to us under this condition, our only obligation will be, at your option:

12.2.1 to make good any shortage or non-delivery;

12.2.2 to replace or repair any goods that are damaged or defective; or

12.2.3 to refund to you the amount paid by you for the goods in question in whatever way we choose.

12.3 Save as precluded by law, we will not be liable to you for any indirect or consequential loss, damage or expenses (including loss of profits, business or goodwill) howsoever arising out of any problem you notify to us under this condition and we shall have no liability to pay any money to you by way of compensation other than to refund to you the amount paid by you for the goods in question under clause 12.2.3 above.

11.4 Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable UK law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.

13. Area Calculation

We cannot be held responsible for under or over ordering. The areas of our full packs have been rounded up and product dimensions shown on this website allow for jointing. Whilst every attempt has been made to provide you with the ability to accurately calculate your product requirements; we recommend you check all area calculations prior to confirming your order.

14. Notices

Unless otherwise expressly stated in these terms and conditions, all notices from you to us must be in writing and sent to our contact address at Jbc Paving 5 Easterling Close Harwich Essex Co12 4be United Kingdom and all notices from us to you will be displayed on our website from to time.

15. Events beyond our control

We shall have no liability to you for any failure to deliver goods you have ordered or any delay in doing so or for any damage or defect to goods delivered that is caused by any event or circumstance beyond our reasonable control including, without limitation, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident.

16. Limitations

You may not use the Jbcpaving.co.uk site for any of the following purposes:

disseminating any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material, transmitting material that encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any relevant laws, regulations or code of practice, gaining unauthorized access to other computer systems, interfering with any other person's use or enjoyment of the Jbcpaving.co.uk site breaching any laws concerning the use of public telecommunications networks, interfering or disrupting networks or web sites connected to the Jbcpaving.co.uk site, making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner

Jbcpaving.co.uk reserves the right to refuse to post material on the Jbcpavings.co.uk site or to remove material already posted on the Jbcpaving.co.uk site.

You will indemnify us against all losses, liabilities, costs and expenses reasonably suffered or incurred by us, all damages awarded against us under any judgment by a court of competent jurisdiction and all settlements sums paid by us as a result of any settlement agreed by us arising out or in connection with:

- any claim by any third party that the use of the Jbcpaving.co.uk site by you is defamatory, offensive or abusive, or of an obscene or pornographic nature, or is illegal or constitutes a breach of any applicable law, regulation or code of practice;
- any claim by any third party that the use of the Jbcpaving.co.uk site by you infringes that third party's copyright or other intellectual property rights of whatever nature; and
- any fines or penalties imposed by any regulatory, advertising or trading body or authority in connection with the use of the Jbcpaving.co.uk site by you.

17. Availability of the Jbcpaving.co.uk site

Although Jbcpaving.co.uk aims to offer you the best service possible, Jbcpavingco.uk makes no promise that the services at the Jbcpaving.co.uk site will meet your requirements. Jbcpaving.co.uk cannot guarantee that the service will be fault free. If a fault occurs in

the service you should report it to email at sales@jbcpaving.co.uk and we will attempt to correct the fault as soon as we reasonably can.

Your access to the [Jbcpaving.co.uk](http://jbcpaving.co.uk) site may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. [Jbcpaving.co.uk](http://jbcpaving.co.uk) will attempt to restore the service as soon as it reasonably can.

18. Right to suspend or cancel your registration

[Jbcpaving.co.uk](http://jbcpaving.co.uk) may suspend or cancel your registration immediately at our reasonable discretion or if you breach any of your obligations under these Terms and Conditions.

You can cancel this agreement at any time by informing us in writing. If you do so, you must stop using the [Jbcpaving.co.uk](http://jbcpaving.co.uk) site.

The suspension or cancellation of your registration and your right to use the [Jbcpaving.co.uk](http://jbcpaving.co.uk) site shall not affect either party's rights or liabilities.

Paragraphs 14 and 18 of these Terms and Conditions shall survive cancellation.

19. [Sales@jbcpaving.co.uk](mailto:sales@jbcpaving.co.uk)'s liability

The [Jbcpaving.co.uk](http://jbcpaving.co.uk) site is provided by [Jbcpaving.co.uk](http://jbcpaving.co.uk) without any warranties or guarantees. You must bear the risks associated with the use of the Internet.

(The [Jbcpaving.co.uk](http://jbcpaving.co.uk) site provides content from other Internet sites or resources and while [Jbcpaving.co.uk](http://jbcpaving.co.uk) tries to ensure that material included on the [Jbcpaving.co.uk](http://jbcpaving.co.uk) site is correct, reputable and of high quality, it cannot accept responsibility if this is not the case. [Jbcpaving.co.uk](http://jbcpaving.co.uk) will not be responsible for any errors or omissions or for the results obtained from the use of such information or for any technical problems you may experience with the [Jbcpaving.co.uk](http://jbcpaving.co.uk) site. If [Jbcpaving.co.uk](http://jbcpaving.co.uk) is informed of any inaccuracies in the material on the site we will attempt to correct the inaccuracies as soon as we reasonably can.

In particular, we disclaim all liabilities in connection with the following:

- incompatibility of the [Jbcpaving.co.uk](http://jbcpaving.co.uk) Site with any of your equipment, software or telecommunications links

- technical problems including errors or interruptions of the Jbcpaving.co.uk site
- unsuitability, unreliability or inaccuracy of the Jbcpaving.co.uk site
- inadequacy of the Jbcpaving.co.uk site to meet your requirements)

To the full extent allowed by applicable law, you agree that we will not be liable to you/or any third party for any consequential or incidental damages (including but not limited to loss of revenue, loss of profits, loss of anticipated savings, wasted expenditure, loss of privacy and loss of data) or any other indirect, special or punitive damages whatsoever that arise out of or are related to the Jbcpaving.co.uk site.

20. Invalidity

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

21. Privacy

You acknowledge and agree to be bound by the terms of our privacy policy.

22. Third party rights

Except for our affiliates, directors, employees or representatives, a person who is not a party to this agreement has no right under the UK Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

23. Intellectual Property

The content of the Jbcpavingco.uk Site is protected by copyright, trade marks, database and other intellectual property rights. You may retrieve and display the content of the Jbcpaving.co.uk site on a computer screen, store such content in electronic form on disk (but not any server or other storage device connected to a network) or print one copy of such content for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on the Jbcpaving.co.uk site without written permission from Jbcpaving.co.uk.

No license is granted to you in these Terms and Conditions to use any trade mark of Jbcpaving.co.uk or its affiliated companies including, without limitation, the trade marks JBC PAVING and JBCPAVING.CO.UK.

24. Governing law

The contract between us shall be governed by and interpreted in accordance with English law and the English courts shall have jurisdiction to resolve any disputes between us.

25. Entire agreement

These terms and conditions, together with our current website prices, delivery details, contact details and privacy policy, set out the whole of our agreement relating to the supply of the goods to you by us. Nothing said by any sales person on our behalf should be understood as a variation of these terms and conditions or as an authorized representation about the nature or quality of any goods offered for sale by us. Save for fraud or fraudulent misrepresentation, we shall have no liability for any such representation being untrue or misleading.

26. Miscellaneous

You may not assign, sub-license or otherwise transfer any of your rights under these Terms and Conditions. If any provision of these Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect. If you breach these Terms and Conditions and Jbcpaving.co.uk ignores this, Jbcpaving.co.uk will still be entitled to use its rights and remedies at a later date or in any other situation where you breach the Terms and Conditions. Jbcpaving.co.uk shall not be responsible for any breach of these Terms and Conditions caused by circumstances beyond its control. A person who is not a party to these Terms and Conditions shall have no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of these Terms and Conditions but this shall not affect any right or remedy of a third party which exists or is available apart from that Act.

The Jbcpaving.co.uk site is owned and operated by Jbc PavingLtd. who can be contacted at 5 Easterling Close Harwich Essex Co12 4be United Kingdom.

If you have any queries please contact Sales@jbcpaving.co.uk

27. Mailing

The email address provided upon account registration may be used to keep you informed of special offers, promotions and news relating to Jbc Paving and our products.

Your details will never be shared with any third party companies. The option to unsubscribe from our mailing list is given on each email we send. Alternatively, please contact us at Sales@jbcpaving.co.uk and we can remove you from our mailing list manually.