

# Terms and Conditions of Supply

This page together with our website terms and conditions of use and Privacy Policy (**Terms**) tell you information about us and the legal terms and conditions on which we sell any of the products (**Products**) listed on our website (**our site**) to you. These Terms will apply to any contract between you and 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 by ordering any of our Products, you agree to be bound by these Terms. You should print a copy of these Terms or save them to your computer for future reference. We amend these Terms from time to time. Every time you wish to order Products, please check these Terms to ensure you understand the terms which will apply at that time. This page was last updated in June 2015.

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## 1. Information about Us

1. [www.doulton.com](http://www.doulton.com) is a site operated by Fairey Industrial Ceramics Limited trading as Doulton Water Filters. We are a limited company registered in England and Wales under company number 1232580 and have our registered office at Albion Works, Uttoxeter Road, Longton, Stoke-on-Trent ST3 1PH. Our main trading address is Lymedale Cross, Lower Milehouse Lane, Newcastle-under-Lyme, Staffordshire ST5 9BT. Our VAT registration number is GB 420 9781 49.
2. You may contact us (including if you have any complaints) by telephone or email. Our contact details are available on our site; clicking this link will take you to them [[Click here to view](#)]

## 2. Our Products

1. The images of the Products on our site are for illustrative purposes only. Although we have made every effort to capture the colours accurately in the Product images, because of various factors outside our control (e.g. the settings on your computer's display) we cannot guarantee that the colours you see on your screen accurately reflect the colour of the Products.
2. The packaging of the Products may vary from that shown on images on our site.
3. All Products shown on our site are subject to availability.
4. We have an ongoing Product development programme, therefore, our Products and product ranges may change. Please check that the Product specification meets your requirements before placing an order for Products.

## 3. Use of our site

1. Your use of our site is governed by our website Terms & Conditions of Use, a copy of which can be viewed on our site; clicking this link will take you to them [[Click to view T&Cs of Use](#)] Please take the time to read these, as they include important terms which apply to you.

## 4. How we use your personal information

1. We only use your personal information in accordance with our Privacy Policy, a copy of which can be viewed on our site; clicking this link will take you to them [[Click to view Privacy Policy](#)]. Please take the time to read this, as it includes important terms which apply to you.

## 5. If you are a Consumer

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1. If you are a consumer, you may only purchase Products from our site if you are at least 18 years old.
  2. We intend to rely upon these Terms in relation to the Contract between you and us. Changes to these Terms will only be binding on us if we confirm our agreement to any such changes in writing.
  3. As a consumer, you have 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. Nothing in these Terms will affect your legal rights as a consumer.

#### 6. **If you are a business customer**

1. If you are a business customer and wish to place a bulk order with us or wish to enter into an ongoing supply agreement with us then please send an email to [filtersales@doulton.com](mailto:filtersales@doulton.com) and a member of our customer services team will contact you to discuss your opening a trade account with us.
2. If you are a business customer, you confirm that you have authority to bind any business on whose behalf you use our site to purchase Products.
3. These Terms constitute the entire agreement between you and us. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of us which is not set out in these Terms.

#### 7. **The contract between us**

1. Products can be purchased through our order process which allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process.
2. If we accept your order, we will send you an email confirmation (**Order Confirmation**). The Contract between us will only be formed when we send you the Order Confirmation. In these terms we shall refer to the Products we sell to you under the Contract as “**your goods**”.
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 of an error in the price on our site we will inform you of this by e-mail and we will not process that part of your order. If you have already paid for the Product, we will refund you the full amount for that Product and, if that Product is the only item in your order, any delivery charges as soon as possible. If you decide that you want to buy the Products at the correct price then you may place a new order in accordance with these Terms.

#### 8. **Our right to vary these terms**

1. We may revise these Terms from time to time, the terms in force at the time you Order Products from us will apply to the Contract between you and us. You are advised to check our current Terms before you purchase Products.

#### 9. **Returns and Refunds**

1. If you are a consumer, you have a legal right to cancel the Contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and our returns and refunds policy is in line with your legal right to cancel; see the remainder of this **clause 9** for further details. Please see **clause 10** for details of what to do if you receive faulty Products. Advice about your legal right to cancel the Contract is available from your local Citizens' Advice Bureau or Trading Standards office.
  2. You can cancel the Contract and return your goods to us for a refund at any time up to 14 days after the day on which you receive your goods from us (if we send your goods in separate parcels and they arrive with you on different days the 14 days will start to run from the day you receive the last of those parcels).
  3. However, your cancellation right does not apply in the case of:
    1. any made-to measure or custom-made Products;
    2. any sealed Products once the seal has been broken.
  4. To cancel a Contract, you can let us know:
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1. by completing the cancellation form on our website; clicking this link will take you to the login for your account to access the cancellation form [[Click to login for cancellation](#)];
  2. by completing the returns form included within your online account;
  3. by sending an e-mail to [help@doulton.com](mailto:help@doulton.com) Please include your name, address and order number to help us identify it.
5. If you decide to cancel the Contract you will receive:
1. a full refund of the price you paid for your goods, subject to you returning and us receiving your goods in the same state as they were sent to you with any packaging or accessories that accompanied your goods when they were delivered to you. To determine whether your returned goods are in the same state as they were sent to you we will put them through, and for your refund they must pass, quality control inspection; and
  2. in any event, a refund of any applicable delivery charges you paid for.

We will process the refund due to you within 14 days of the day on which we receive your goods back or, if earlier, the day on which you provide us with evidence that you have sent your goods back to us. We will refund you on the credit card or debit card used by you to pay.

6. Our address for returns is Doulton Water Filters, Lymedale Cross, Lower Milehouse Lane, Newcastle-under-Lyme, Staffordshire ST5 9BT. You will be responsible for the cost of returning your goods to us.

#### 10. **Faulty Products**

1. If you receive faulty Product(s) you can return them to us. Our address for returns is Doulton Water Filters, Lymedale Cross, Lower Milehouse Lane, Newcastle-under-Lyme, Staffordshire ST5 9BT.
2. On receipt of the faulty product we will offer you a replacement or refund. In either case we will reimburse any applicable delivery charges and any reasonable costs you incur in returning the faulty Product(s) to us - proof of your payment of any such costs shall be required.
3. If you choose a replacement Product we will deliver this to you free of any delivery charges. You will have a further 14 days after the day on which you receive the replacement Product from us to change your mind and return the replacement Product to a refund in accordance with the terms of **clause 9**
4. If you choose a refund we will refund the price of the faulty Product(s) in full. We will refund you on the credit card or debit card used by you to pay within 14 days of receipt by us of the returned Product.

#### 11. **Delivery**

1. When you use our order process to purchase Products, the appropriate delivery charge (see below) will be added automatically to your order. The delivery charge will be itemised on your order summary and you will be asked to review your order summary before you submit your order.
  2. Delivery will be completed when we deliver your goods to the address you gave us and your goods will be your responsibility from the completion of delivery.
  3. For a list of the countries that we deliver to and our delivery charges please click this link [[Click to view delivery charges](#)]. All deliveries must be signed for (except items sent by post and which are small enough to be put through your letterbox). Please make sure you keep the receipt enclosed with your goods.
  4. The contents of your order and your delivery postcode area will determine which delivery services you will be offered. We do not deliver to Post Office (P.O.) boxes or shipping agent addresses. We will select the most appropriate carrier for your goods. This means
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your delivery may arrive in more than one batch to ensure your order is transported by the most appropriate means.

5. All delivery timescales are subject to product and delivery slot availability. Whilst every reasonable effort shall be made to keep to any delivery date or time and delivery shall not be of the essence and we shall not be liable for any losses, costs, damages or expenses incurred by you or any other person or company arising directly or indirectly out of any failure to meet any estimated delivery date.
6. Deliveries are made on weekdays between the hours of 9am and 4pm but we are unable to confirm a specific time. If our original attempt to deliver is not successful, a card will be left at your address allowing you to contact the delivery service and arrange a second delivery. If a second attempt to deliver is not successful and a delivery cannot be made within 3 days then the Product will be returned to us. All returned orders will be refunded via the method of payment; you will incur a £9.20 charge for the attempted deliveries. This **clause 11.6** does not apply to deliveries sent by post.
7. Your order may be subject to import duties and taxes which are applied when the delivery reaches that destination. Please note that we have no control over these charges and we cannot predict their amount and you will be responsible for payment of any such import duties and taxes. Delivery of your goods might be delayed pending payment of these charges. Please contact your local customs office for further information before placing your order.
8. You must comply with all applicable laws and regulations of the country for which the Products are destined. We will not be liable or responsible if you break any such law.

## 12. Price of products and delivery charges

1. The prices of the Products will be as quoted on our site from time to time. 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. Please see **clause 7.3** for details of what happens if we discover an error in the price of Product(s) you ordered.
2. Prices for our Products may change from time to time, but changes will not affect any order which we have confirmed with an Order Confirmation.
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.
4. The price of a Product does not include delivery charges. Our delivery charges are as quoted on our site from time to time; clicking this link will take you to them [[Click to view delivery charges](#)]

## 13. How to pay

1. You can only pay for Products using a debit card or credit card. We accept the following: Visa, MasterCard, Maestro and PayPal.
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.

## 14. Our liability to consumers

1. This **clause 14** shall only apply if you are a consumer.
2. 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 were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into the Contract.
3. We only supply the Products to you for domestic and private use. You agree not to use the product for any commercial, business or re-sale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
4. We do not in any way exclude or limit our liability for:

1. death or personal injury caused by our negligence;
2. fraud or fraudulent misrepresentation;
3. any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
4. 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);
5. defective products under the Consumer Protection Act 1987; or
6. any act, omission or liability which may not be limited or excluded by law.

#### 15. Our liability to businesses

1. This **clause 15** shall only apply if you are a business.
2. We only supply the Products for internal use by your business, and you agree not to use the Products for any resale purposes.
3. Nothing in these Terms limit or exclude our liability for:
  1. death or personal injury caused by our negligence;
  2. fraud or fraudulent misrepresentation;
  3. breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
  4. defective products under the Consumer Protection Act 1987; or
  5. any act, omission or liability which may not be limited or excluded by law..
4. Subject to **clause 3** we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise:
  1. any loss of profits, sales, business, or revenue;
  2. loss or corruption of data, information or software;
  3. loss of business opportunity;
  4. loss of anticipated savings;
  5. loss of goodwill;
  6. any indirect or consequential loss.
  7. any claims against you by any person and you shall be solely responsible for any such losses or claims.
5. Subject to **clause 15.3** and **clause 15.4**, our total liability to you in respect of all other 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 paid for the Products.
6. 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. Events outside our control

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 is defined below in **clause 16.2**.
2. An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
3. If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:
  1. we will contact you as soon as reasonably possible to notify you; and

2. 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.
4. If an Event Outside Our Control prevents us from delivering your goods for more than 30 days you may cancel the Contract. If you choose to cancel the Contract please let us know in writing.

#### 17. Communications between us

1. When we refer, in these Terms, to "**in writing**", this will include e-mail.
2. If you wish to contact us in writing, or if any clause in these Terms requires you to give us notice in writing, you can send this to us by e-mail to [help@doulton.com](mailto:help@doulton.com) We will confirm receipt of this by contacting you in writing, normally by e-mail. If you are a consumer and exercising your right to cancel under **clause 9** please see that **clause 9** for how to tell us this.
3. 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.
4. If you are a business, please note that any notice given by you to us, or by us to you, will be deemed received and properly served immediately 24 hours after an e-mail is sent, or three days after the date of posting of any letter. 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.

#### 18. Other important terms

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.
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.
3. Each of the clauses of these Terms operates separately. If any court decides that any of them are unlawful or unenforceable, the remaining clauses will remain in full force and effect.
4. 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 that the courts of England and Wales will have non-exclusive jurisdiction.
5. If you are a business, these Terms are governed by English law. This means that 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), will be governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales although we retain the right to bring proceedings against you for breach of these Terms in your country of residence or any other relevant country.
6. If there is a dispute between us we would hope to be able to resolve this dispute with you ourselves. If you have any complaints please raise these with our Customer Services Team in the first instance. Our Customer Services Team can be contacted by telephone on 01782 664444 or by email on [help@doulton.com](mailto:help@doulton.com) If you contact us by email we aim to send an acknowledgement to any such communications within 2 working days, however it may take longer to address your complaint (this applies equally to any complaint made by telephone). If we are not able to resolve the dispute then we would draw your attention to the availability of an online dispute resolution mechanism operated by the European Commission, further details of which are available here:  
<http://ec.europa.eu/consumers/odr/>

