

DELIVERIES & RETURNS

The following terminology applies to this Deliveries & Returns Policy: "Client", "Buyer", "You" and "Your" refers to you, the person accessing this website and accepting the Company's terms and conditions. "The Company", "Ourselves", "We" and "Us", refers to our Company – North Lancs Disposables. "Party", "Parties", or "Us", refers to both the Client and ourselves, or either the Client or ourselves. "Contract" refers to any contract between the Company and the Buyer for the sale and purchase of the Goods, incorporating these conditions.

All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services/products, in accordance with and subject to, prevailing English Law. Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to same.

1. DELIVERY

1.1 Unless otherwise agreed in writing by the Company, delivery of the Goods shall take place at the Company's place of business.

1.2 The Buyer shall take delivery of the Goods within 7 days of the Company giving it notice that the Goods are ready for delivery.

1.3 Any dates specified by the Company for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.

1.4 Subject to the other provisions of these conditions the Company shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Company's negligence), nor shall any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 180 days.

1.5 If for any reason the Buyer fails to accept delivery of any of the Goods when they are ready for delivery, or the Company is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations:

(a) risk in the Goods shall pass to the Buyer (including for loss or damage caused by the Company's negligence);

(b) the Goods shall be deemed to have been delivered; and

(c) the Company may store the Goods until delivery, whereupon the Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

1.6 The Buyer shall provide at the Delivery Point and at its expense adequate and appropriate equipment and manual labour for loading the Goods.

1.7 If the Company delivers to the Buyer a quantity of Goods of up to 10% more or less than the quantity accepted by the Company, the Buyer shall not be entitled to object to or reject the Goods or any of them by reason of the surplus or shortfall and shall pay for such goods at the pro rata Contract rate unless the quantity of Goods exceeds 10% more or less than the quantity accepted by the Company and the Buyer gives notice in writing to the Company within 72 hours of delivery.

1.8 The Company may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.

1.9 Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other Contract or instalment.

2. NON-DELIVERY

2.1 The quantity of any consignment of Goods as recorded by the Company on despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.

2.2 The Company shall not be liable for any non-delivery of Goods (even if caused by the Company's negligence) unless the Buyer gives written notice to the Company of the non-delivery within 14 days of the date when the Goods would in the ordinary course of events have been received.

2.3 Any liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

3. DELIVERY CHARGES

Delivery charges for all accounts are shown in the table below:

Standard delivery (orders under £50)	£9.99
Standard delivery (orders over £50)	Complimentary
Saturday delivery	£15.99

3.1 Standard delivery is within 3 to 5 working days by courier, subject to stock levels. If your delivery is delayed we will be in contact.

3.2 If on occasion the item you ordered is not in stock, we will contact you and if applicable adjust the carriage charge.

3.3 No orders will be accepted online for locations outside UK mainland (England, Scotland and Wales only). For Northern Ireland or any other UK island locations please call 08446 933 257.

4. DAMAGED GOODS, BREAKAGES AND PRODUCT FAILURE

4.1 In the unlikely event of your parcel arriving damaged, please report the problem to our sales team within 24 hours of the receipt of the package, and we will do all we can to resolve the issue.

4.2 Product failure upon receipt is unusual, but if this does occur please contact our sales team who again will endeavour to resolve any issues you may have.

4.3 Please note that faulty products are returned to the manufacturer for testing, which can take anything between 3 and 8 weeks. We will do all we can to ensure you have a replacement for this duration if applicable.

5. RETURNS

5.1 To return an item, the buyer should contact our sales team in advance who will issue the appropriate paperwork to ensure full traceability of the products returned - our regular terms and conditions apply.

5.2 We cannot cancel orders where the goods are in the manufacturing process, ready to be dispatched to you or have been dispatched to the buyer, or have been ordered specifically for a particular client (bespoke items). In these cases the buyer should contact our sales team and we will do all we can to rectify any issue you may have.

5.3 Goods that have been correctly supplied to order cannot be returned unless the goods are faulty - although the company may voluntarily agree to a return where the goods are unused and in the same condition as when they were delivered. If the goods have been damaged, the goods were specially ordered in for the order or in other circumstances there will be a handling charge of 20% of the purchase price of the products. Goods free from defect are to be returned at the buyers own cost.

6. DAMAGE OR LOSS IN TRANSIT, SHORTAGES AND DEFECTS

6.1 The company will replace goods damaged in transit, provided that we and the carrier receive written notice of such damage within three days of delivery.

6.2 Goods should be checked with the Delivery Note enclosed with the Goods on receipt, and if received in a damaged or unsatisfactory condition, must be signed for as damaged to allow us to follow the issue through.

6.3 Shortages must also be notified to us and the carrier within three days of delivery, if we are not notified within this time frame unfortunately we cannot pursue the claim. Non-delivery of Goods must be reported in writing to us within 48 hours of receipt of invoice, or Delivery Note, whichever you receive earlier.

These terms and conditions form part of the Agreement between the Client and ourselves. Your accessing of this website and/or undertaking of a booking or Agreement indicates your understanding, agreement to and acceptance, of the Disclaimer Notice and the full Terms and Conditions contained herein. Your statutory Consumer Rights are unaffected.