



Conditions for Sale of Goods to Consumers



GLAMPSAN
WATER & WASTE SOLUTIONS
Glampsan is a trading division of
Plastic Solutions (Aldridge) Limited

Where to find information about us and our services

You can find everything you need to know about us, **PLASTIC SOLUTIONS (ALDRIDGE) LIMITED**, and our products and services on our websites or from our sales staff before you order. We also trade as **GLAMPSAN** (a trading division) and these terms also apply to those sales. We also confirm the key information to you in writing before or after you order, either by email, in any online account we may create or on paper.

We don't give business customers all the same rights as consumers

For example, business customers can't cancel their orders, they have different rights where there is a problem with a product and we don't compensate them in the same way for losses caused by us or our products or services. **These terms and conditions apply only to consumers.**

If you are a business customer please refer to our Terms & Conditions for Businesses which are available in the downloads section on our website and from our sales staff. You are a business customer if you are buying products wholly or mainly for use in connection with your trade, business, craft or profession, even if you are an individual.

When you buy from us you are agreeing that:

01. We only accept orders when we've checked them.
02. Sometimes we reject orders.
03. When we can charge you.
04. We charge interest on late payments.
05. We pass on increases in VAT.
06. We're not responsible for delays outside our control.
07. You're responsible for making sure your measurements are accurate.
08. We charge you if you don't give us information we need or do preparatory work as agreed with us.
09. If you bought online, or over the telephone, you have a legal right to change your mind and however you bought you have rights under our guarantee.
10. You can end an on-going contract (find out how).
11. You have rights if there is something wrong with your product or service.
12. We can change products or services and these terms.
13. We can suspend supply (and you have rights if we do).
14. We can withdraw products or services.
15. We can end our contract with you.
16. We don't compensate you for all losses caused by us or our products or services.
17. We use your personal data as set out in our Privacy Notice.
18. You have several options for resolving disputes with us.
19. Other important terms apply to our contract.

01. We only accept orders when we've checked them

We contact you to confirm we've received your order, which may be in the form of an automatic response from our webshop(s), and then we contact you again to confirm we've accepted it, generally in the form of an emailed order confirmation.

02. Sometimes we reject orders

Sometimes we reject orders, for example because you are located outside the UK or because the product was mispriced by us. When this happens, we let you know as soon as possible and refund any sums you have paid.

03. When we can charge you

You pay at the end of your online order or by pro forma invoice. Some consumers may have agreed credit terms by completing our Credit Account Application Form and passing our financial checks.

04. We charge interest on late payments for consumers with credit terms

If you have agreed credit terms and we're unable to collect any payment you owe us we charge interest on the overdue amount at the rate of 4% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgement. You pay us the interest together with any overdue amount.

05. We pass on increases in VAT

If the rate of VAT changes between your order date and the date we supply the product(s), we adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.

06. We're not responsible for delays outside our control

If our supply of your product or service is delayed by an event outside our control, including but not limited to not having access to the premises when required and/or transport disruption and/or safety concerns, we contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we won't compensate you for the delay, but if the delay is likely to be substantial you can contact our Customer Service Team, using the contact details in the footer. You can end the contract and receive a refund for any products you have paid for in advance, but not received, less reasonable costs we have already incurred.

07. You're responsible for making sure your measurements are accurate

If we've asked you for measurements, you're responsible for making sure those measurements are correct. Find product information on our website(s) www.plasticsol.com or www.glampsan.com or contact our Customer Service Team.

08. We charge you if you don't give us information we need or do preparatory work as agreed with us.

We charge you additional sums if you don't give us information we've asked for about how we can access your property to provide the product or delivery service, or if you don't do preparatory work to prepare for the goods, as agreed with us. For example, if there is no-one available to accept or offload a delivery our hauliers may need to abort the initial attempted delivery and might need to incur extra costs by returning on another vehicle or with extra manpower at a rescheduled date.

09. If you bought online or over the telephone, you have a legal right to change your mind and however you bought you have rights under our guarantee

You can end an on-going contract / your legal right to change your mind.

For most of our services bought online or over the telephone, you have 14 days after the date we confirm your order to change your mind about a purchase, but you lose the right to cancel any order, when it's been completed (and you must pay for any products or services provided up to the time you cancel).

How to let us know and what happens next.

If you change your mind contact our Customer Service Team using the contact details in the footer. We refund you as soon as possible and within 14 days of you telling us you've changed your mind. We refund you by the method you used for payment. We don't charge a fee for the refund but some card providers or banks may, beyond our control, deduct a modest fee.

Our goodwill guarantee.

In addition, we, **PLASTIC SOLUTIONS (ALDRIDGE) LIMITED** including our division of **GLAMPSAN** trading at our main address of Merchants Way, Aldridge, Walsall, WS9 8SW, offer our UK customers a goodwill guarantee for most products and services however they are purchased, which is more generous than your legal rights in the ways set out as follows. This goodwill guarantee does not affect your legal rights if there is something wrong with your service (for more on those rights see **11. You have rights if there is something wrong with your product or service**).

Your legal rights:

14 days to change your mind, online, telephone, mail order and doorstep sales only.

How our goodwill guarantee is more generous:

14 days to change your mind however you bought the service.

10. You can end an on-going contract (find out how)

Please contact our Customer Service Team using the contact details in the footer.

11. You have rights if there is something wrong with your product or service

If you think there is something wrong with your product or service, you must contact our Customer Service Team. Your legal rights are summarised below. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.citizensadvice.org.uk. Remember too that **18. You have several options for resolving disputes with us**.

Summary of your key legal rights

If your product is goods, for example waste tanks, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product and assuming the goods have been used as directed and for the application for which they were designed, your legal rights entitle you to the following:

- Up to 30 days: if your goods are faulty, then you can get a refund.
- Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- Up to two years: if your goods do not last for a reasonable time you may be entitled to some money back.

12. We can change services and products, and these terms

Changes we can always make.

We can always change a service or product:

- to reflect changes in relevant laws and regulatory requirements; and
- to make minor technical adjustments and improvements, for example to address a raw material change.
- These are changes that don't affect your use of the service or product.

Changes we can only make if we give you notice and an option to terminate.

We can also make other types of changes to the product or these terms (such as changes to prices), but if we do so we'll notify you and you can then contact our Customer Service Team using the contact details in the footer to end the contract before the change takes effect and receive a refund for any products or services you've paid for in advance, but not received.

13. We can suspend supply (and you have rights if we do)

We can suspend the supply of a product or service.

We do this to:

- deal with technical problems or make minor technical changes;
- update the service or product to reflect changes in relevant laws and regulatory requirements; or
- make changes to the product or service (see **12. We can change services and products and these terms**).

We let you know, may adjust the price and may allow you to terminate.

We contact you in advance to tell you we're suspending supply, unless the problem is urgent or an emergency. If we suspend the product or service we adjust the price so you don't pay for it while it's suspended. If we suspend supply, or tell you we're going to suspend supply for more than one month, you can contact our Customer Service Team using the contact details in the footer to end the contract and we'll refund any sums you've paid in advance for products or services you won't receive.

14. We can withdraw products or services

We can stop providing a product or service. We let you know at least one week in advance and we refund any sums you've paid in advance for products or services which won't be provided.

15. We can end our contract with you

We can end our contract with you for a product or service and claim any compensation due to us if:

- you don't make any payment to us when it's due and you still don't make payment within 7 days of our reminding you that payment is due; or
- you don't, within a reasonable time of us asking for it, provide us with information, cooperation or access that we need to provide the product or service, for example, to grant access to the property for delivery.

16. We don't compensate you for all losses caused by us or our products and services

We're responsible for losses you suffer caused by us breaking this contract unless the loss is:

Unexpected. It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).

Caused by a delaying event outside our control. As long as we have taken the steps set out in the section We're not responsible for delays outside our control.

Avoidable. Something you could have avoided by taking reasonable action, including following our reasonable instructions for use.

A business loss. Our liability for any loss you suffer in connection with your trade, business, craft or profession is limited, as described in our business terms which are available upon request.

17. We use your personal data as set out in our Privacy Notice

How we use any personal data you give us is set out in our Privacy Notice.

18. You have several options for resolving disputes with us

Our complaints policy. Our Customer Service Team will do its best to resolve any problems you have with us or our services as per our Complaints Policy.

You can go to court. These terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

19. Other important terms apply to our contract

We can transfer our contract with you, so that a different organisation is responsible for supplying your product or service. We'll tell you in writing if this happens and we'll ensure that the transfer won't affect your rights under the contract.

We sub-contract our services. We may sub contract any of our obligations to you under the contact without your consent. If we do so we will be responsible for all acts and omissions of its sub-contractors as if they were our own acts or omissions.

You can only transfer your contract with us to someone else if we agree to this. We may not agree if, for example, there are amounts outstanding in respect of the products or services. However, you can transfer our guarantee (as explained in **our goodwill guarantee**) to a new recipient of the product or service. We can require the new owner to prove you transferred the service to them, for example by requesting sight of a receipted invoice.

Nobody else has any rights under this contract. This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

If a court invalidates some of this contract, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply. Even if we delay in enforcing this contract, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.