

**PLEASE NOTE:** This document is applicable to companies holding trade accounts with Mere Marketing only. Consumers and third party users of Mere Bathrooms products wishing to return items, should contact the retail outlet where the goods were purchased.

## **GENERAL**

- All goods must be inspected by the customer within 2 working days of receipt of delivery from Mere.
- The customer is required to notify Mere of any defects/damage within 2 working days, quoting the original order number and the item code/s you wish to return. Mere cannot process any return until we have this information.
- Send all Returns Notifications via email to [returns@merebathrooms.co.uk](mailto:returns@merebathrooms.co.uk).
- Mere cannot accept any liability for reported damage after this timescale.
- Upon receipt of your original order, signing for the goods is deemed as acceptance that the original order was received by you, our customer, in an undamaged state and the item/s delivered are fit for purpose in accordance with your order requirements.
- If any items are refused (i.e. not offloaded), please ensure that both the drivers copy and your copy of the delivery note/documentation clearly denotes the reasons why.

## **CANCELLATIONS/UNWANTED/MISS ORDERED**

- If you wish to cancel an item/s on an order, please notify Mere via email [returns@merebathrooms.co.uk](mailto:returns@merebathrooms.co.uk) at your earliest convenience. Please quote your original order number and the specific item code/s you wish to cancel. If the cancelled items have already been received by you, our customer, we will pick up the unwanted items within 7 working days and charge a 20% re stocking fee.
- Any unwanted goods can be returned to Mere within 30 days. This is providing the product/s are undamaged and arrive back at Mere in their original undamaged packaging. A 20 % restocking fee will be charged on all unwanted goods that are returned.

## **RETURNS FOR DAMAGE/DEFECTS**

- If you wish to return an item for damage/defects please notify Mere via email within 2 working days at [returns@merebathrooms.co.uk](mailto:returns@merebathrooms.co.uk). Please supply with the email a 'clear and in focus' picture/s of the damaged/defected item/s, ensuring the area of concern can be clearly seen.
- If you feel it is necessary to include more than one image, please ensure each image is no more than 5MB.
- Upon receipt, the image/s, will be inspected by the Mere Quality Team.
- Once the image/s have undergone inspection, Customer Services will notify you within 1 working day as to whether the damaged/defected item can be returned and will give you an estimated collection date.
- If the product is deemed unsuitable for return for any reason, we will automatically send a replacement item out to you within 2 working days upon receipt of the picture evidence and ask you to dispose of the damaged item/s responsibly.
- If Mere require the damaged/defected item to be returned, we will inform you of an expected collection day/date, which will be no later than 7 working days after notification to us.
- If you are asked to return a product, you must please ensure that all items are packaged in the original and unmodified/undamaged packaging. Failure to comply may result in charges being applied for the item.
- You must ensure that goods are ready for collection on the agreed date and time. Failure to comply may result in collection charges being applied.
- Mere will credit any returned item upon receipt/inspection.
- The customer will be required to reorder the product again for accounting purposes.
- Any dispute surrounding this policy and/or any potential charges arising needs to be placed in writing and addressed to Customer Service Manager here at Mere.

## **RETURNS POLICY TERMS**

We will not accept returns if:

- The goods have been used.
- The original product packaging is not present and in the same condition as when you received the item.
- The product is bespoke and designed to tailor your individual requirements/special order.
- The product has been sold/passed to a third party.
- A 20% re-stocking charge will be applied for all unwanted/ incorrectly ordered items.
- Any goods damaged on return to Mere due to poor packaging or perceived lack of care on the customers' behalf will not be refunded and will be returned to sender.
- Please note that our Drivers are under strict instructions to only accept items for return that have been authorised by Mere. Any unauthorised returns will unfortunately not be accepted by the drivers, no matter what the circumstances.
- Warranty returns accepted

- Please ensure that all of your relevant staff are aware of this process and our terms & conditions which are also included on the reverse.

### MERE TRADING TERMS & CONDITIONS

1. Unless otherwise agreed in writing by Mere Marketing (The Company) these conditions shall supersede any earlier sets of conditions appearing in the Company's catalogues or elsewhere and shall override any terms and conditions stipulated incorporated or referred to by the Customer whether in the order in any negotiations and no variation of these conditions will be applicable unless accepted in writing by the Company.

2. These conditions shall not affect any statutory rights to which the Customer may from time to time be entitled and which by law cannot be varied or excluded.

3. All Invoices must be paid in full by the end of the month following date of invoice failing which the Company reserves the right to charge interest at the base lending rate plus 4% for the time being of National Westminster Bank PLC on such sum which remains outstanding until payment.

4. The price for any goods may be varied by additions upwards by the Company in accordance with market conditions at the date of actual supply and the Customer shall pay such additions in addition to the quoted price. Without prejudice to the generality of the foregoing market conditions shall include any increase in the cost of labour and/or materials and/or transport. The Customer shall not be notified in writing before despatch if and when this condition is to be executed.

5. Estimates are based on the Company's current costs and unless otherwise agreed are subject to amendment on or at any time after acceptance to meet any rise in such costs.

6. Any time or date for delivery named by the Company is an estimate only and the Company shall not be liable for the consequences of any delay.

7. a. Title to the goods supplied by the Company remain vested in the Company until the purchase price and all other monies owing by the Customer in relation to the goods are paid in full.

b. Pending title passing such goods shall be kept separate and apart from other goods. The Company shall be entitled at any time to inspect and or repossess such goods and the Customer will allow and procure for the Company any necessary access therefore. The Customer shall while the goods remain in the Property of the Company not dispose or permit any disposal of them.

c. Where the property and such goods has not passed the Company may nevertheless maintain an action against the Customer for the purchase price and all other monies owing in relation to the goods notwithstanding Section 49 of the Sale of Goods Act 1979.

d. The risk of any loss deterioration or damage shall nevertheless pass to the Customer from the transfer of goods.

8. a. At the time of sale or delivery of the goods the Customer must satisfy himself that the goods comply with the contract and will inspect them for apparent defects and damage. The Customer will sign and endorse on the delivery document a note of any deficiency defects or damage found. Such note duly signed shall be conclusive evidence against the Customer that the goods are correct and free from apparent defects and damage except as so endorsed and except (in the case of consumer customers) as to matters constituting any breach of statutory implied terms. If the Customer refuses or neglects to sign such note it is agreed that it will be deemed to have been signed without endorsement.

b. Without prejudice to Clause 7(d) and 8 (a) the Company have no liability arising out of non-delivery shortage of delivery deterioration or damage in transit save that the Company will repair or replace free of charge (at the Company's option) goods lost or damaged in transit to the Customer provided the Company who is responsible for such delivery and such goods were supplied by the Company and in the case of damage in transit or shortage of delivery a separate notice in writing is given to the Company within 3 days of receipt of the goods qualify a complete claim in writing within 7 days of receipt of the goods and in the case of loss of goods notice in writing is given to the Company within 7 days of consignment.

9. The Customer shall not be entitled to cancel this agreement except with the written consent of the Company in which event the Customer shall pay to the Company by way of liquidated damages either 10% of the total value of the contract or ten pounds whichever is the greater.

10. No condition is made or is to be implied nor is any warranty given or to be implied as to the life or wear of the goods supplied or that they will be suitable for any particular purpose or for any use under any specific instructions notwithstanding that the purpose or conditions may be known or made known to the Company.

### NOTES

1. The Company recommends that a registered installer carry out all installations but the Company will not be responsible or liable for any such work or any damage occasioned by such installer.

2. Cancellation of orders will only be accepted on the understanding that any costs incurred will be chargeable.

FEBRUARY 2000. All sales are subject to Mere Marketing Terms and Condition. E&OE.

For any enquiries regarding these documents, call us on 01925 214 200 or email [returns@merebathrooms.co.uk](mailto:returns@merebathrooms.co.uk)

### MERE MARKETING LLP

UK: Lyncastle Road, Appleton Thorn, Warrington WA4 4SN

t: +44 (0)1925 214200 f: +44 (0)1925 214204 e: [sales@merebathrooms.co.uk](mailto:sales@merebathrooms.co.uk)

Company No: OC382850 Vat reg: 148 038172