**TERMS AND CONDITIONS**

1. **CONDITIONS APPLYING**  
(a). Unless otherwise agreed in writing these conditions will govern all contracts including all on-line contracts for the sale of the Company's goods or the supply of its services. Any qualification, amendment or addition to these conditions imposed by the Customer will not apply unless expressly accepted by the Company in writing.  
  
2. **BASIS OF SALE**  
(a). An order from the Customer shall constitute an offer, and acknowledgement of that order by the Company shall constitute acceptance of the offer. The only representations in connection with the Company's goods or services for which the Company will accept liability are those specifically referred to in the Company's price list or quotation.  
(b) All advertised sizes and measurements are an approximation only. The Company will endeavour to make sure that sizes and measurements are as accurate as possible.

3. **PRICE**  
(a ) The price quoted in the Company's quotation is open for acceptance for 30 days from the date of the quotation. If the order is not received and accepted by the Company within the 30 day period the Company may review its prices.  
(b ) Notwithstanding the above the Company reserves the right to alter the price of the goods to reflect any change in the cost to the Company due to customer changing delivery dates, changes in specification to the goods requested by the Customer, failure to provide adequate delivery access or failure of the Customer to provide the Company with adequate information or instructions.  
(c ) The prices shown in the Company's price list and website are in £GBP and are inclusive of VAT @ the current rate. Delivery is free within certain postcodes, however some postcodes have a charge, check delivery postcodes on our website or phone us direct. PLEASE NOTE we do not cover delivery to all area's of England so check before hand, with us on <http://www.randbsheds.com> / 0191-5867000  
  
4. **PAYMENT**  
(a ) Full payment must be received within 24 hours of delivery or delivery will be delayed or cancelled and we reserve the right to charge you a fee which is sufficient to cover our lost expenses.  
(b ) Payment can be made Visa, MasterCard, Visa Electron. PayPal, Cash. CHEQUES are not accepted.   
(c ) The Customer warrants that the credit or debit card used by him in connection with the transaction belongs to him and that there are sufficient funds or credit facilities to meet the cost of any goods or services ordered from the Company.  
(d ) If a cheque received from the Customer is not paid on the first presentation and the company incurrs a charge from the bank then a charge to the customer will be made to cover our costs.  
(e ) Application may be made for an Account, however the application shall be determined in the absolute discretion of the Company; if an Account is approved by the Company then payments are due in full not more than 30 days from the date of invoice.

(g) Reservation of Title.  All goods supplied by R & B Sheds & fencing Ltd remain the property of R & B Sheds & fencing Ltd until paid for in full.   
(h) Interest on overdue invoices shall accrue from the date when payment becomes due @ 2% per calendar month or part thereof.

5. **WARRANY**

R & B Sheds & fencing Ltd offer a 1-year Warranty on all our buildings which covers against product failure through normal use within that period, it does not cover fair wear and tear or damage due to third parties. Should a fault develop within the warranty period we will provide all parts and labour to get the fault rectified Also we will only cover roofing felts for 2 months after purchase.

(a) **Exclusions from our warranty**

any product re-located not carried out by R & B Sheds & fencing Ltd.

any product that is installed on a base that does not meet our required criteria.

(b) **Warranty Transfer**

You may transfer our warranty**(5)**to a person who has acquired the product. The sales receipt will act as proof of warranty, and we may require the person to whom the warranty has been transferred to provide this as reasonable evidence that they are now the new owner of the relevant product.

6.**CANCELLATIONS AND RETURNS**

(a ) The Company or the Customer may cancel the contract at any time, prior to commencement of manufacture of the goods by giving written notice.  
(b ) In the event of cancellation before acceptance of an offer, all monies accompanying the Customers order will be returned. See (g)

(c) In the event of the company cancelling the contract the customer will be entitled to a full refund and compensation for the costs they incurred due to cancellation. If the customer cancels the contract, then the company reserves the right to charge for all net costs incurred at the time of cancellation. The remainder, if any will be returned to the customer.   
(d) If the Customer is not reasonably satisfied with the goods, then the Company will refund all monies paid providing the goods are returned to the Company's premises, carriage paid, within seven (7 ) days of delivery and are in as good condition as when dispatched by the Company . See (h ).  
(e ) All refunds that may be authorised by the Company will be paid back by the method that the monies were paid.   
(f) The Company will not accept returns or cancellations if the Goods have been erected, altered by applying chemicals or paints to the surfaces or by altering or customising the Goods as his or her own, or that have been made to the Customers personal requirements, i,e; optional fixtures, adaptations, or preferences. The Customer must keep any Goods they intend to return to the Company dry and in good condition as delivered.  
(g ) When ordering via distance means (over the telephone or via the website) you have a right to cancel under the Consumer Protection (Distance Selling) Regulations 2000. You have 7 working days from the day after you receive the goods to return them for a full refund. Please contact us in writing (email is sufficient) if you wish to cancel. You are responsible for the return costs. We can also collect the goods from you where a charge will apply. We would request that goods are returned with the original packaging if possible and would like to remind you that you have a statutory duty to take care of the goods.    
(h) Custom built Double glaze building when a order is taken we order and pay in full within the first 7 days. These are made to measure units to fit your building there for if you cancel your order, you will lose your deposit or the equivalent amount which the units cost.   
7. **DELIVERY AND ACCESS**  
(a) The Company will deliver the goods by road to the Customers premises or that of a specified address made at the time of the order by the Customer and it is the Customers responsibility to make necessary arrangements to take delivery of the goods.  
(b) Delivery vehicles will not be driven off road and it is the Customers responsibility to advise us in writing of any narrow lanes, narrow roads, bends, height restrictions, driveways etc, that will impede our delivery vehicle on route to the Customers premises or address.   
(c ) If through lack of advise from the Customer, the Company is unable to deliver the goods to the Customer or in the case of a contract to erect the building on the date that the Company has notified of intended delivery, the Company reserves the right to either:  
( \* ) Stack the goods adjacent to the delivery site or,  
(\*\* ) Return the goods to the Company's own premises.  
The Company reserves the right to apply a re-delivery charge if (\* ) (\*\* ) apply.  
(d) Goods will be delivered to point most convenient from our delivery vehicle, it is the Customers responsibility to provide able-bodied assistance to move the goods to the Customers chosen site.  
  
7. **ASSEMBLY & INSTALLATION**  
(a ) All our products require assembly and in the vast majority of cases are carried out by our experienced team of erectors, when a product is NOT assembled and installed by R & B Sheds & fencing Ltd but instead done by the customer through their choice a set of instructions will be supplied at time of delivery. Please follow the assembly instructions precisely, as no refund or replacement will be given for incorrect assembly or installation.  
(b) Roofing felt is delivered in rolls, please take care handling as they are heavy and can damage easily if dropped or manhandled.  Exercise care with roofing felt as, if cut incorrectly you may be short, however if you do, you can purchase additional roofing felt at most large D.I.Y retailers.  
(c) All buildings are pre-treated with a factory base coat for protection during storage & transit, The Company therefore recommends the Customer to treat the exterior & interior of the building as soon as possible after installation, with a good quality wood preserver treatment. Timber is porous and the Company also advises the Customer to also apply a good quality waterproof treatment to the exterior to stop water penetration. The Company advises the Customer to follow all treatment manufacturer's instructions and treat the building on a regular basis, this will help keep the building in top condition.  
(d ) If the Customer requests the Company to install the goods, then the Customer shall be responsible to the Company for ensuring sufficient parking and clear access to and around the site. Notification should be given to the company if the base is over 20m from normal parking so the company can take measures and cost this correctly to ensure the work goes ahead. Access should be wide enough for a person to walk through without height restrictions, steps, severe turns as some sections of the goods may not be able to negotiate these. For Health and Safety reasons we cannot take panels over fences, walls, hedges, garages. The base will be clear of all rubbish.  
(e) To ensure installation can be completed, the Customer must provide a concrete or paved base, being firm, square, (diagonally ) and level (by spirit level ) - no less than the size of their chosen product,  
(f ) Ensure 600mm (2ft ) unconstructive access is provided all around the proposed site, no trees, branches, or similar encroach upon the working space of the proposed site. And provide clear external pedestrian access (not turn or height limited ) to allow unimpeded passage of the product components and sections.  
(g) If on arrival we find the access to the site or the base prepared by the Customer does not comply with  
7(e ) or 7(f ) then the Customer shall be liable for action of their choosing as defined under 7(h) or 7(i)  
(h ) upon abortive installation, the goods can be left for self-assemble by the Customer, but the company reserves the right to charge for costs incurred due to the installation not going ahead.  
(i) Upon abortive installation, the goods can be left until the Customer provides adequate parking or access to the base, or provide an appropriate base as defined in 7 (e ) or 7(f ), at which point a return  
installation visit can be arranged upon payment of an additional payment similar to that defined under 7(h).The initial fee having been retained to account for initial abortive labour costs.  
(j) If the reason for the callout is the goods do not conform to the contract and/or the installation was not done to a reasonable standard then the call out charge will be refunded.  
  
                 
9. **LIABILITY**  
(a). Other than for death or personal injury due to the negligence of the Company, liability to the Customer shall not exceed the cost of the goods.  
(b ) The Company may at its option make good, or supply components free of charge, or replace goods manufactured by the Company which are found to be defective by reason of faulty materials or workmanship.  
Under these circumstances the following shall apply:  
(i ) The Customer should notify the Company in writing or e-mail as soon as the discovery of the defect is found giving full details. The company will then contact the customer to arrange a suitable date and time to inspect the product.  
(ii ) The Company shall have no liability in respect of any defect and/or consequential loss or damage, arising from fair wear and tear, wilful damage, negligence on the part of the Customer, abnormal conditions including storm damage, failure to follow the Company's instructions regarding maintenance, advise and/or specification, failure by the Customer to provide adequate site and base work for a building, misuse of the goods, alteration and/or addition to the goods made by the Customer or the Company at his direction.  
(iii) Timber is living, natural material affected by environmental and climatic changes, therefore the Company cannot accept liability for shrinkage, expansion, cracking, warping, variations in colour.                                                                                              
(c) No exclusions or restrictions contained in this contract apply in relation to the terms implied by the Sale of Goods Act where the Customer ids the Consumer.  
  
10. **CUSTOMERS REVIEWS**  
(a ) The Company reserves the right to approve, disapprove or display any Customers review at our discretion. Where we see fit, we may correct the grammar of a Customers review. But not the content unless we feel it is necessary to remove any potentially offensive or unlawful statements.  
  
11. **GENERAL**  
( a ) As the Company has no responsibility over the Customers base then the Customer is responsible for general maintenance of the building after the Company's installers have left the Customer's site. Doors and windows may need re-adjusting due to the base being slightly out of level and the building settling to the Customers base. Due to the variations in our climate the roofing felt may experience undulations, this is nothing to cause concern and is beyond the control of the Company. The Company recommends the installation of guttering on all building, and the good ventilation of the interior of the building.  
( b ) All timber sizes are nominal i.e. before machining.  
( c ) The Company advises the Customer to insure the building and any contents against all risks.  
( d ) The Company advises the Customer not to install any electrical products in any of its buildings. If the Customer insists then the Customer should seek a qualified electrician for advise and installation.  
( e ) These conditions contain the whole of the Company's liability's and all conditions & warranties implied by statue common law or trade usage are hereby excluded.  
( f ) No delay or indulgence by the Company in enforcing any provisions of these conditions shall prejudice or restrict the rights of the Company, nor shall any waiver by the Company of any breach of any provision of these conditions by the Customer be treated as a waiver of any subsequent breach of the same or any provision.  
( g ) The Company may alter these terms & conditions from time to time and post a new version on the website, following which all use of the website will be governed by the new version. It is the Customers responsibility to check the terms and conditions on the website on a regular basis.  
( h ) The Company recommends to the Customer to print out a copy of these terms and conditions for future reference.  
( I ) These terms and conditions do not affect your statutory rights. For further advice and information on your rights contact Citizen advice on 08454 040506