

TERMS AND CONDITIONS: Fencewize Ltd T/A Fencewize

1. THE CONTRACT

1.1. For the purpose of this contract hereafter Fencewize Ltd shall be described as the "Supplier" and the entity placing an order shall be described as the "Customer".

1.2. There can be no variance to these "Terms and Conditions" of Business (the Contract) whatsoever unless by written documentation and signed by an authorised signatory of the Supplier.

1.3. The placing of an order (verbal/written/implied) by a Customer shall be deemed acceptance of these Terms in their entirety. All orders will be bound by these Terms.

2. THE ORDER

2.1. The Customer shall at the time of placing an order provide the Supplier with details of any special product requirements. This may include but shall not be limited to, access, ground conditions, neighbour/boundary issues, underground services and any knowledge of problems that will cause delay with the delivery/install

2.2. Should the Customer order a product which is produced to their own specific requirements and subsequently cancelled by the Customer the Supplier reserves the right to charge as if the order has been fulfilled in its entirety. On occasion we will ask for payment with order.

3. CONSUMER RIGHTS - RETURNS POLICY (deliveries only)

3.1. If you are contracting as a consumer (DIY), you may cancel a Contract at any time within seven working days, beginning on the day you order the Products. In this case, you will receive a full refund of the price paid for the Products in accordance with our refunds policy (set out in clause 7 below).

3.2. To cancel a Contract, you must inform us in writing. You must also return the Product(s) to us immediately, in the same condition in which you received them, and at your own cost and risk. You have a legal obligation to take reasonable care of the Products while they are in your possession. If you fail to comply with this obligation, we may have a right of action against you for compensation. If the returned goods are not faulty we reserve the right to charge a 20% restocking charge.

3.3. You will not have any right to cancel a Contract for the supply of any bespoke products.

3.4. This provision does not affect your statutory rights.

4. AVAILABILITY AND DELIVERY, INSTALLATION

4.1. All dates and times given by the Supplier for delivery/install are estimated as things can happen. We have a 95% success rate in dates/times being kept. The Supplier shall not be liable for any losses whatsoever as a result of a failure to adhere to any such dates and times.

4.2. Unless the Customer notifies the Supplier of alternative delivery arrangements, all goods/services will be delivered to the Customer's invoice address. Failure on the part of the Customer to notify the Supplier of the correct delivery address will result in all associated delivery costs/lost labour being passed on to the Customer.

4.3. Details of damage and short delivery, unsatisfactory work must be notified to the Supplier upon receipt. The Supplier shall not be held liable for any consequential loss.

4.4. In the event that a delivery is made at an agreed date and time but off loading or carrying out the works is prevented by the Customer/Neighbour for an unreasonable period, the Supplier, (or their representative) may at their discretion withdraw the vehicle and impose a charge equivalent to the transport/labour cost incurred. Kerbside delivery is the norm, please advise of an additional carry should it be necessary, it can then be charged on as an additional time/man basis.

4.5 Please remember we have allowed for an acceptable amount of time to do the job for you, we have been carrying out installations for over 30 years, if the job takes an unexpected amount of extra time, we do reserve the right to charge you more than the quoted price. This allows for exceptionally hard digging, un-expected

underground services found, customers changing their mind, neighbours getting involved plus the site not being ready for us. In the very rare case that an extra charge is necessary, you WILL be made aware at the time, so no surprises at the end of the job.

4.6 Ground conditions, if we are not advised of the underground conditions not being fair, then additional costs will be required, if you are aware of underground services, bed rock, local stone, foundations etc, being at the site of the installation, then it is for you to inform us of the obstacles we may come across.

4.7 We commend ourselves on how we leave your site tidy on completion of any works, however, if we are carrying our works during the winter months, there will be a mess made at the site of your installation. We will advise you of this and suggest the works be left until the dryer season, if this disruption is going to cause you concern. No costs for reinstatement will be allowed for, if you decide to proceed during the wet season.

5. RISK AND TITLE

5.1. The Products will be at your risk from the time of delivery unless you have consented that we may deliver Products without obtaining a signed proof of delivery from you, in which case you will bear the risk in those Products from the point at which they leave our premises.

5.2. Ownership of the Products will only pass to you when we receive full payment of all sums due in respect of the Products, including delivery charges.

6. PRICE AND PAYMENT

6.1. The Supplier requires payment on satisfactory completion of any works done unless credit has been successfully been agreed/applied for and accepted. Credit terms are as agreed or on completion of the works or the invoice date. These payment terms shall apply at all times unless amended, (in writing), by the Supplier.

6.2. The Supplier retains the right to withdraw terms without notice in order to move the Customer to upfront payment.

6.3. All amounts overdue for payment shall, at the Suppliers discretion, bear interest at the rate of 10% above the Bank of England base rate per month (120% PA), compounded, for the period from the date of invoice to the date of settlement. (Such penalty shall apply regardless as to whether Judgment in a Court of Law has been obtained). In addition all costs of recovery shall be borne by the Customer.

6.4. A charge up to the value of £30 will be applied to the Customer account for each occurrence of either unpaid cheques or represented cheques.

6.5. Should, at any time, the Supplier considers that the Customer be unable to settle their account by the due date, notwithstanding any other remedies, they reserve the right to demand immediate and full payment. In addition the Supplier reserves the right to uplift goods supplied to mitigate amounts due to it and shall assess such goods and credit such values, as it deems reasonable.

6.6. Any sums remaining outstanding after payment is due will be subject to recovery action by the Supplier's agents. The Customer shall be liable to pay all costs, fees, disbursements and charges including all debt recovery, legal and insolvency fees and costs incurred by the Supplier in the recovery of any unpaid invoice(s).

6.7. The Supplier reserves the right to seek full recovery of the outstanding sum, together with all costs, fees, disbursements and charges including all debt recovery, legal and insolvency fees and costs incurred by the Supplier from the person that is signing the contract on behalf of the Buyer should the Buyer be unwilling or unable to pay the outstanding sum due.

6.8. The Supplier reserves the right to apply for the provisions of the Late Payment of Commercial Interest (Interest) Act 1998 to any and all invoices that remain unpaid after 30 days of the invoice date.

7. REFUNDS POLICY (deliveries only)

7.1. When you return a Product to us:

7.1.1. Because you have cancelled the Contract between us within the seven-day cooling-off period (see clause 3.1 above), we will process the refund due to you as soon as possible and, in any case, within 30 days of the day

you have given notice of your cancellation. In this case, we will refund the price of the Product in full, including the cost of sending the item to you. However, you will be responsible for the cost of returning the item to us.

7.1.2. For any other reason (for instance, because you have notified us in accordance with clause 20 that you do not agree to any change in these terms and conditions or in any of our policies, or because you claim that the Product is defective), we will examine the returned Product and will notify you of your refund within a reasonable period of time. We will usually process the refund due to you as soon as possible and, in any case, within 30 days of the day we confirmed to you that you were entitled to a refund for the defective Product. Products returned by you because of a defect will be refunded in full, including a refund of the delivery charges for sending the item to you and the cost incurred by you in returning the item to us.

7.2. We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

8. OUR LIABILITY AND WARRANTY

8.1. We warrant to you that (except where Products are second hand or our site states a longer warranty period for a specific Product) for a period of 12 months from the date of delivery any Product purchased from us through our site is of satisfactory quality and reasonably fit for all the purposes for which products of the kind are commonly supplied. All timber products need a regular maintenance

8.2. Our liability for losses you suffer as a result of us breaking this agreement is strictly limited to the purchase price of the Product you purchased and any losses which are a foreseeable consequence of us breaking the agreement. Losses are foreseeable where they could be contemplated by you and us at the time your order is accepted by us.

8.3. This does not include or limit in any way our liability:

8.3.1. For death or personal injury caused by our negligence;

8.3.2. Under section 2(3) of the Consumer Protection Act 1987;

8.3.3. For fraud or fraudulent misrepresentation; or

8.3.4. For any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

8.4. We are not responsible for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and us (such as loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, waste of management or office time) however arising and whether caused by tort (including negligence), breach of contract or otherwise.

12. TRANSFER OF RIGHTS AND OBLIGATIONS

12.1. The contract between you and us is binding on you and us and on our respective successors and assigns.

12.2. You may not transfer, assign, change or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

12.3. We may transfer, assign, change, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

13. EVENTS OUTSIDE OUR CONTROL

13.1. 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 events outside our reasonable control (Force Majeure Event).

13.2. A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

13.2.1. Strikes, lock-outs or other industrial action.

13.2.2. Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.

13.2.3. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.

13.2.4. Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

13.2.5. Impossibility of the use of public or private telecommunications networks.

13.2.6. The acts, decrees, legislation, regulations or restrictions of any government.

13.3. Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

14. WAIVER

14.1. If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

14.2. A waiver by us of any default shall not constitute a waiver of any subsequent default.

14.3. No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 14.1 above.

15. SEVERABILITY

15.1. If any of these terms and Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

16. ENTIRE AGREEMENT

16.1. These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

16.2. We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms and conditions.

16.3. Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

17. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

17.1. We have the right to revise and amend these terms and conditions from time to time (for example, to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities).

17.2. You will be subject to the policies and terms and conditions in force at the time that you order products/services from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you),

18. LAW AND JURISDICTION

18.1. Contracts for the purchase of Products through our site will be governed by English law. Any dispute arising from, or related to, such Contracts shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.

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