

These Terms and Conditions apply to the sale of all Materials by us, Oakview Fencing Ltd, a company registered in England & Wales under number 11724327, whose registered address is at 15 Gate Lodge Close, Round Spinney Industrial Estate, Northampton, NN3 8RJ (“we/us/our”).

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Consumer” is as defined in the Consumer Rights Act 2015;

“Contract” means the contract for the purchase and sale of the Materials, as explained in clause 2;

“Customer/you/your” means the business or Consumer placing an Order with us;

“Materials” means the fencing Materials which are specified in your Order (and confirmed in our Order Confirmation);

“Order” means your order for the Materials;

“Order Confirmation” means our acceptance and confirmation of your Order as described in clause 2; and

“Website” means www.oakviewfencing.co.uk.

1.2 Each reference in these Terms and Conditions to “writing” and “written” includes electronic communications such as email.

2. The Contract

2.1 These Terms and Conditions govern the sale of all Materials by us and will form the basis of the Contract between you and us. If you wish to place an Order with us, our Website will guide you through the ordering process. Before submitting your Order to us, you will be given the opportunity to review and amend it. Please ensure that you have checked your Order and that you have read these Terms and Conditions carefully before submitting it. If you are unsure about any part of these Terms and Conditions, please ask us for clarification.

2.2 No part of our Website constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that we may, at our sole discretion, accept. Our acceptance is indicated by us sending you an Order Confirmation by email. Only once we have sent you an Order Confirmation will there be a legally binding Contract between you and us.

2.3 Our Order Confirmation will set out the Materials you have ordered with fully itemised pricing including, where appropriate, taxes, delivery and other charges, our identity and contact details, and the estimated delivery or collection date for the Materials.

2.4 If, for any reason, we do not accept or cannot fulfil your Order, no payment will be taken under normal circumstances. If we have taken payment, any such sums will be refunded to you as soon as possible (and in any event, within 14 days).

2.5 Once your Order has been accepted as detailed in clause 2.2, we cannot accept any changes to it.

2.6 You can also Order by contacting us by telephone or email to obtain a quotation. Payment will then need to be made at the time of Order. Such items may be subject to minimum order quantities and we cannot accept returns if this is due to incorrect information provided by you. This does not affect your legal rights (including, but not limited to, those described in these Terms and Conditions).

3. Description and Specification of Materials

3.1 We have made every reasonable effort to ensure that the Materials conform to the images and descriptions provided on our Website. However, please note that certain colours may look different to the actual colour of the Materials when displayed on an electronic device.

3.2 We reserve the right to make any changes in the specification of the Materials that may be required to conform to any applicable safety or other legal or regulatory requirements, without notice.

3.3 We do not represent or warrant that particular Materials will be available. If the Materials are not available, the provisions of clause 2.4 will apply.

4. Price and Payment

4.1 The price of the Materials will be that shown on our Website at the time of your Order. Our prices may change at any time but these changes will not affect any Orders that we have already accepted.

4.2 We have made every reasonable effort to ensure that the prices on our Website are correct. If we find, or are made aware of, any typographical, clerical or other accidental errors or omissions on our Website, we will make every effort to correct such errors or omissions as soon as is reasonably possible.

4.3 If there is an obvious pricing error on our Website, we will be under no obligation to provide the Materials to you at the incorrect (lower) price, even after we have sent you an Order Confirmation, if the price error is unmistakable and could have reasonably been recognised by you as a mispricing. Prices will be checked when we process your Order.

4.4 All prices include VAT. If the rate of VAT changes between the date of your Order and the date of your payment, we will adjust the rate of VAT that

you must pay. Changes in VAT will not affect any prices where we have already received payment in full from you.

4.5 Delivery charges are not included in the price of the Materials. You can also choose to collect the Materials from us for free. Delivery options and any related charges will be presented to you as part of the Order process. Payment for the Materials and any applicable delivery charges must always be made at the time of Order and you will be prompted to pay during the Order process.

4.6 All payments made via the Website will go through a payment gateway provider. No credit or debit card information is provided to us and completion of the transaction will be subject to you agreeing to the payment gateway provider’s terms and conditions. A separate contractual relationship will be created between you and this third party and we cannot be held liable for any errors, actions, omissions or incorrect charges that may be made by them.

5. Delivery

5.1 We can currently only deliver to addresses within a 40-mile radius of Northampton, the cost of which will be calculated prior to check-out. If we cannot fulfil your Order, the provisions of clause 2.4 will apply.

5.2 Orders will normally be dispatched within 7 days after the date of our Order Confirmation. In any event, Materials will be delivered within 30 days after the date of our Order Confirmation unless otherwise agreed or specified during the Order process (subject to delays caused by events outside of our control - see clause 11).

5.3 If your Order has not arrived by the estimated delivery date, please contact us as soon as possible so we can investigate.

5.4 If no-one is available to accept the delivery, the delivery company will leave a delivery note explaining how to rearrange delivery or where to collect the Materials. The redelivery may be chargeable.

5.5 Delivery will be to the kerbside only. If there are likely to be any delivery restrictions to your chosen address, you must contact us before placing your Order, as this may incur additional costs.

5.6 If you do not collect the Order or rearrange delivery within 7 days, we will contact you to ask you how you wish to proceed. If we cannot contact you or arrange redelivery or collection, we will treat the Contract as cancelled and recover the Materials. If this happens, you will be refunded the purchase price of the Materials themselves, but not the cost of delivery. We may also charge you for any reasonable additional costs that we incur in recovering the Materials.

5.7 In the unlikely event that we fail to deliver the Order within 30 days of our Order Confirmation (or as otherwise agreed in clause 5.2), you may treat the Contract as being at an end immediately if we have refused to deliver your Materials or if you told us when ordering the Materials that delivery within that time period was essential. If you do not wish to cancel under this clause 5.7 or none of those circumstances apply, you may specify a new (reasonable) delivery date. If we fail to meet the new deadline, you may then treat the Contract as being at an end.

5.8 You may cancel all or part of your Order under clause 5.7, provided that separating the Materials in your Order would not significantly reduce their value. Any sums that you have already paid for cancelled Materials and their delivery will be refunded to you within 14 days. Please note that if any cancelled Materials are delivered to you, you must return them to us or arrange with us for their collection. In either case, we will bear the cost of returning the cancelled Materials.

5.9 Delivery will be deemed to have taken place when the Materials have been delivered to the delivery address indicated in your Order and you (or someone identified by you) have taken physical possession of the Materials.

5.10 The responsibility (sometimes referred to as the “risk”) for the Materials remains with us until delivery is complete as defined in clause 5.9, at which point it will pass to you. You own the Materials only once we have received payment in full of all sums due (including any delivery charges).

6. Collection

6.1 If you have chosen to collect the Materials, we will notify you when the Materials are in stock and we will arrange a suitable date and time with you for the collection.

6.2 Should you not collect the Order within 7 days of our notification that the Materials are available, we will contact you to ask you how you wish to proceed. If we cannot contact you, we will treat the Order as cancelled. If this happens, you will be refunded the purchase price of the Materials but we may charge you for any reasonable costs that we incur in cancelling the Order.

6.3 The responsibility for the Materials will pass to you once they have left our warehouse. It will be your responsibility for loading and unloading a suitable vehicle for transportation.

7. Faulty, Damaged or Incorrect Materials

7.1 By law, we must provide Materials that are of satisfactory quality, fit for

- purpose, as described at the time of purchase, in accordance with any pre-contract information we have provided, and that match any samples that you have seen or examined (unless we have made you aware of any differences). If any Materials you have purchased do not comply and, for example, have faults or are damaged when you receive them, or if you receive incorrect (or incorrectly priced) Materials, please contact us as soon as reasonably possible to inform us of the fault, damage or error, and to arrange for the following remedy/remedies:
- 7.1.1 Beginning on the day that you receive the Materials (and ownership of them) you have a 30 day right to reject the Materials and to receive a full refund if they do not conform as stated above. In this case you must return the Materials as they were received and we will reimburse delivery costs should we agree to be at fault.
- 7.1.2 If you do not wish to reject the Materials, or if the 30-day rejection period has expired, you may request a replacement. We will bear any associated costs and will provide the replacement within a reasonable time and without significant inconvenience to you. In certain circumstances, where a replacement is impossible or otherwise disproportionate, we may instead offer you a full refund. If you request a replacement during the 30-day rejection period, that period will be suspended while we provide the replacement and will resume on the day that you receive the replacement Materials. If less than 7 days remain out of the original period, it will be extended to 7 days.
- 7.1.3 If, after replacement, the Materials still do not conform (or if we have failed to act within a reasonable time or without significant inconvenience to you), you may have the right either to keep the Materials at a reduced price or reject them in exchange for a refund.
- 7.2 Please note that you will not be eligible to claim under this clause 7 if we informed you of the fault(s), damage or other problems with the Materials before you purchased them (and it is because of the same issue that you now wish to return them); if you have purchased the Materials for an unsuitable purpose that is neither obvious nor made known to us and the problem has resulted from your use of the Materials for that purpose; or if the problem is the result of normal wear and tear, misuse or intentional or careless damage. Please also note that you may not return Materials to us under this clause 7 merely because you have changed your mind – please refer to clause 8 for this.
- 7.3 To return Materials to us for any reason under this clause 7, please contact us to arrange for the return. We will be fully responsible for the costs of returning Materials under this clause 7 and will reimburse you where appropriate.
- 7.4 Refunds under this clause 7 will be issued within 14 days of the day on which we agree that you are entitled to the refund, including all delivery costs paid by you when the Materials were originally purchased and made using the same payment method that you used when ordering the Materials, unless you specifically request that we use a different method.
- 8. Consumers Only - Cancelling if You Change Your Mind**
- 8.1 If you are a Consumer, you have a legal right to a “cooling-off” period within which you can cancel the Contract for any reason. This period begins once your Order is complete and we have sent you your Order Confirmation, i.e. when the Contract between you and us is formed. You may also cancel before we send the Order Confirmation.
- 8.2 If the Materials are being delivered to you in a single instalment, the legal cooling-off period ends 14 calendar days after the day on which you (or someone you nominate) receive(s) the Materials. If the Materials are being delivered in separate instalments on separate days, the legal cooling-off period ends 14 calendar days after the day on which you (or someone you nominate) receive(s) the final instalment of Materials. If you are collecting the Materials, the legal cooling-off period ends 14 calendar days after the day on which you collected them.
- 8.3 If you wish to exercise your right to cancel under this clause 8, you must inform us of your decision within the cooling-off period. You may do so in any way you wish, but for your convenience, we offer a cancellation form on our Website. Cancellation by email or by post is effective from the date on which you send us your message. Please note that the cooling-off period lasts for whole calendar days. If, for example, you send us an email or letter by 23:59:59 on the final day of the cooling-off period, your cancellation will be valid and accepted.
- 8.4 Please ensure that you return the Order to us no more than 14 calendar days after the day on which you informed us of your wish to cancel under this clause 8.
- 8.5 You may return the Order to us using a suitable delivery service of your choice. We recommend you use a service that provides proof of delivery. Please note that you must bear the costs of returning the Order to us if cancelling under this clause 8 and you must return the total Order in full. We will reimburse standard delivery charges in full as part of your refund. However, we cannot reimburse for premium delivery.
- 8.6 Refunds under this clause 8 will be issued to you within 14 days from:
- 8.6.1 the day on which we receive the Materials back; or
- 8.6.2 the day on which you inform us (with evidence) that you have sent the Materials back (if this is earlier than under clause 8.6.1);
- 8.6.3 if we have not yet provided an Order Confirmation or have not yet dispatched the Materials, the day on which you inform us that you wish to cancel the Contract.
- 8.7 Refunds may be reduced for any diminished value in the Materials resulting from your excessive handling of them (e.g. more than would be permitted in a shop) or resulting from improper storage of the Materials (e.g. not kept in clean, dry storage).
- 8.8 Refunds under this clause 8 will be made using the same payment method that you used when ordering the Materials, unless you specifically request we make a refund using a different method.
- 9. Cancellations by Us**
- 9.1 We may cancel your Order at any time before we dispatch the Materials to you, if the Materials are no longer in stock and we are unable to re-stock (if, for example, the Materials are discontinued); or if an event occurs outside of our control (please see clause 11).
- 9.2 If we cancel your Order and you have already paid for the Materials under clause 4, the payment will be refunded to you within 14 days. If we cancel your Order, we will confirm this in writing.
- 10. Our Liability**
- 10.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms and Conditions or as a result of our negligence or breach of contract. Loss or damage is foreseeable if it is an obvious consequence of our breach or negligence or if it is contemplated by you and us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- 10.2 Under no circumstances will we be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity whatsoever.
- 10.3 Nothing in these Terms and Conditions seeks to exclude or limit our liability for death or personal injury caused by our negligence (including that of our employees or sub-contractors); or for fraud or fraudulent misrepresentation.
- 10.4 Nothing in these Terms and Conditions seeks to exclude or limit any of your rights as a Consumer, where applicable. More information can be obtained from your local Citizens’ Advice Bureau or Trading Standards Office.
- 10.5 If you wish to complain about any aspect of your dealings with us, please contact us in writing in the first instance so we can investigate.
- 11. Events Outside of Our Control (Force Majeure):** We will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storm, earthquake, acts of terrorism or war, pandemic, epidemic, governmental action, natural disaster, or any other event that is beyond our control.
- 12. How We Use Your Personal Information:** All personal information that we may collect will be collected, used and held in accordance with the provisions of the Data Protection Act 2018 and any changes to it. For further information, please refer to our Privacy Policy on our Website.
- 13. Other Important Terms**
- 13.1 We may transfer (assign) our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (if, for example, we sell our business). If this occurs, we will inform you in writing. Your rights under these Terms and Conditions will not be affected and our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.
- 13.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without our express written permission.
- 13.3 The Contract is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 13.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that/those provision(s) will be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions will be valid and enforceable.
- 13.5 No failure or delay by us in exercising any of our rights under these Terms and Conditions means that we have waived that right, and no waiver by us of a breach of any provision of these Terms and Conditions means that we will waive any subsequent breach of the same or any other provision.
- 14. Governing Law and Jurisdiction:** These Terms and Conditions and the Contract between you and us will be governed by, and construed in

accordance with, the laws of England and Wales and any dispute will fall within the jurisdiction of the courts of England and Wales.