

## Terms & Conditions

### Albion Fencing & Construction Kent LTD (ALBIONSHEDS.com)

Registered in England & Wales Company No: 07649008

The Terms and Conditions are the standard terms which apply to the provision of all services by us, Albion Fencing & Construction Kent LTD, a company registered in England, under registered address The Old Dairy, Zelia Farm, High Street, Garlinge, CT9 5NA. No addition to/or variation of these terms shall be binding upon the company unless agreed in writing and signed by company representative or a company director.

### The Contract

- These Terms and Conditions govern the sale of all goods by and will form the basis of the contract between you and Albion Fencing & Construction Kent LTD. If you wish to place an order with Albion Fencing & Construction Kent LTD, 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 call us 01843 836978 for clarification.
- 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.
- We will then send an order confirmation to you by email or hand to you in person; order confirmations will be provided in writing and will contain the following information:
- Confirmation of the goods ordered with fully itemised pricing including, where appropriate, taxes, delivery (where applicable) and other additional charges;
- You will be required to sign a build sheet when purchasing any bespoke item, by signing our build sheet you will have read and agree to our terms and conditions.
- An order number to be used in any future correspondence
- Our identity and contact details;
- Once Albion Fencing & Construction Kent LTD have received confirmation of the order, they will contact you to confirm delivery.
- Our acceptance is indicated by us sending you a delivery confirmation by email. Only once we have sent you a delivery confirmation will there be a legally binding contract between you and Albion Fencing & Construction Kent LTD.
- It is your responsibility to provide the correct email address upon placing an order. Albion Fencing & Construction Kent LTD cannot take responsibility for missing confirmation or dispatch emails should your email address be incorrect.
- If Albion Fencing & Construction Kent LTD, for any reason, do not accept or cannot fulfil your order, and Albion Fencing & Construction Kent LTD have taken payment, any such sums will be refunded to you as soon as possible (in any event, within 14 days).
- Once your order has been accepted it is your responsibility to notify Albion Fencing & Construction Kent LTD of any incorrectly entered order details during checkout.

### Description and Specification of Goods

- We cannot guarantee that all photographs will be precisely accurate due to each item being built to order.
- If the goods are not available, your order will be refunded in full.

### Price & Payment

- The price of the goods will be that shown on our website at the time of your order. Albion Fencing & Construction Kent LTD prices may change at any time but these changes will not affect any orders that we have already accepted.
- All goods are priced in pounds sterling (£GDP) exclude delivery charges to postcodes outside of CT postcode areas, charges will be applied at checkout or after an order is placed, any charges will be confirmed by email.
- If there is an obvious pricing error on our website, Albion Fencing & Construction Kent LTD will be under no obligation to provide the goods to you at the incorrect (lower) price, even after we have sent you an order confirmation, if the pricing error is unmistakable and could have reasonably been recognised by

you as a mis-pricing. Prices will be checked when Albion Fencing & Construction Kent LTD process your order.

- All prices are inclusive of VAT. If the rate of VAT changes between the date of your order and the date of your payment, Albion Fencing & Construction Kent LTD will adjust the rate of VAT that you must pay. Changes in VAT will not affect any prices where Albion Fencing & Construction Kent LTD have already received payment in full from you.
- Albion Fencing & Construction require a deposit or 30% of total invoice amount to enter a bespoke product into production, this deposit is refundable unless the product has entered production. If you wish to Cancel an order during production this deposit will be accepted to cover any Production/Material costs incurred. The remaining balance of invoice will be due on completion of installation/delivery of product.
- Delivery charges may be included in the price of the goods on our Website. Delivery costs, where free delivery is not available, and any related charges will be presented to you after the order process as part of the contract. This will be agreed by phone or email, confirmed by email and payment must be taken by phone or by PayPal.
- All payments made via the website will go through a secure payment gateway. Albion Fencing & Construction Kent LTD accept Visa Credit, Visa Debt, American Express and MasterCard. No credit or debit card information is provided to Albion Fencing & Construction Kent LTD on completion of the transaction.
- Albion Fencing & Construction Kent LTD do not accept liability if delivery of goods is delayed because you have provided Albion Fencing & Construction Kent LTD with incorrect payment details.
- If it is not possible to obtain payment for the goods using the payment details you have provided, your order will be rejected.

### **Bases**

- (Erecting any of our garden buildings onto an unsuitable base will void any guarantees and warranties)
- When installation has been requested. If install is attempted and the base is found to be unsuitable a return trip charge of £150.00 will be incurred if to proceed with installation.
- No refunds will be issued if a base is found to be unsuitable. After 28 days from original installation date if a suitable base has not been installed. The garden building will be delivered flat-packed to the provided installation address and installation will be postponed until a suitable base has been installed. The Consumer will be fully liable for the building and will be expected to keep it secure and safe until Albion Fencing Kent LTD can return.
- After 56 days if a suitable base has not been installed Albion Fencing & Construction Kent LTD will not return to erect the garden building, the garden building will remain in your safe location marked as delivered and goods accepted, installation costs cannot not be refunded.

### **Installation by Albion Fencing & Construction Kent LTD.**

- Albion Fencing & Construction Kent LTD will require you to grant us access to the property at all reasonable times, to carry out our services as agreed, and for any remedial works (if required).
- Albion Fencing & Construction Kent LTD may provide sketches, samples, impressions, plans or similar documents in advance of the works. Any such material is intended for illustrative purposes only and is not intended to provide an exact specification.
- Albion Fencing & Construction Kent LTD installers will contact you to ensure there is a suitable base which must be a flat level base for your goods and that installation can be successful without any further delays or fees.
- The responsibility (sometimes referred to as the "risk") for the materials remains with Albion Fencing & Construction Kent LTD until they have been delivered to you, at which point it will pass to you.
- Albion Fencing & Construction Kent LTD will ensure that the services are performed with reasonable care and skill and to a good standard.
- If any information or action required of you is delayed, incomplete or otherwise incorrect. Albion Fencing & Construction Kent LTD will not be responsible for any delay caused as a result. If additional work is required from Albion Fencing & Construction Kent LTD to correct or compensate for a mistake made as a result of incomplete or otherwise incorrect information or action. Albion Fencing & Construction Kent LTD may charge you reasonable charges for that works.
- The service is only available for the goods that the service was purchased for, there are no amendments or variations of this.

## **Cooling Off Period (EU Consumers Only)**

- For Consumers in the European Union, you have a legal right to a “cooling-off” period within which you can cancel the contract for any reason. The cooling off period does not apply to any bespoke goods or materials made to measure ordered by the customer.
- Goods are being delivered to you in (whether single or multiple items), the legal cooling-off period ends 14 calendar days after the day on which you (or someone you nominate) received the goods.
- If you wish to exercise your right to cancel the contract within the cooling off period, you should inform Albion Fencing & Construction Kent LTD immediately by a clear statement in writing.
- Cancellation by email is effective from the date on which you send Albion Fencing & Construction Kent LTD your message. Please note that the cooling-off period lasts for 14 whole calendar days. If, for example, you send Albion Fencing & Construction Kent LTD an email by 23:59:59 on the final day of the cooling-off period, your cancellation will be valid and accepted.
- If you cancel within this period, you will receive a full refund of any amount paid to Albion Fencing & Construction Kent LTD under the contract. Albion Fencing & Construction Kent LTD will refund money within 14 days after the day on which Albion Fencing & Construction Kent LTD are notified the goods (if applicable) have been returned. Please note that you must bear the costs of returning goods to us if cancelling.
- Refunds may be reduced for any diminished value in the goods resulting from your excessive handling of them (e.g. no more than would be permitted in a shop). Please note that if Albion Fencing & Construction Kent LTD issue a refund before Albion Fencing & Construction Kent LTD have received the goods and have had a chance to inspect them, Albion Fencing & Construction Kent LTD may subsequently charge you an appropriate sum if Albion Fencing & Construction Kent LTD find that the goods have been handled excessively.
- Refunds will be made using the same payment method that you used when ordering the Goods.

## **Delivery**

- Once the order has been placed, your delivery lead times will be in accordance to the information supplied by Albion Fencing & Construction Kent LTD by email or phone contact.
- If you are not happy with your delivery date provided then please contact Albion Fencing & Construction Kent LTD before the day to make alternative arrangements, failure to give at least 48hours notice may result in delivery costs being charged to you in full.
- It is your responsibility to provide Albion Fencing & Construction Kent LTD with full and correct delivery address details. If the goods cannot be delivered due to an incorrect or incomplete address, you will be charged the full delivery cost to re-deliver your order to a corrected address and any reasonable additional costs for the cost of the re-delivery.
- Before the delivery of the goods, please ensure that there is sufficient access and space. If delivery cannot take place and the driver does not feel that it is safe or possible to do so, you will be charged the full delivery cost and the contract may be treated as cancelled.
- If no one is available at your delivery address to receive the goods and the goods cannot be left in a safe place nominated by you, you will be required to contact us to rearrange delivery.
- If you do not rearrange delivery within 14 calendar days, Albion Fencing & Construction Kent LTD will contact you to ask you how you wish to proceed. If Albion Fencing & Construction Kent LTD cannot contact you or arrange redelivery, we will treat the contract as cancelled. If this happens, you will be refunded the purchase price of the goods themselves, but not the cost of delivery. Albion Fencing & Construction Kent LTD may also bill you for any reasonable additional costs that are incurred.
- Bespoke goods cannot be treated as cancelled and may incur additional costs should delivery not be rearranged.
- Delivery will be deemed to have taken place when the goods have been delivered to the delivery address indicated in your order and you (or someone identified by you) have taken physical possession of the goods.

## **Customer's Responsibilities**

- Ensuring that if any consents, licences or other permissions are needed from any third parties such as landlords, planning authorities, local authorities or similar, you have obtained these before we begin the Services;
- Ensuring that Albion Fencing & Construction Kent LTD can access the property at the agreed times to deliver the goods and/or provide the services;

- Providing electricity, gas and water, at no cost to Albion Fencing & Construction Kent LTD, to enable us to complete the services and, if necessary, any remedial works;
- Ensuring that access is granted in the event of access being required to neighbouring land and Albion Fencing & Construction Kent LTD shall not be held liable for any delays arising out of your inability to gain access;
- Ensuring you have a base suitable for installation of our garden buildings.
- The cost of any additional work necessary to complete the works as a result of your failure, or the failure of any third party, in complying with our specifications. Where the goods have been installed by you or any third party and where this has been constructed inadequately or incorrectly, Albion Fencing & Construction Kent LTD will not be held responsible for any subsequent loss or damage attributable to defects with the goods.
- If you fail to comply with any of your responsibilities outlined in clauses above, Albion Fencing & Construction Kent LTD will not be held liable for any delays as a result and Albion Fencing & Construction Kent LTD reserve the right to recover any costs.

### **Variations**

- Any variations must be agreed in writing before Albion Fencing & Construction Kent LTD will proceed with the works. Any price variation shall become due for payment to Albion Fencing & Construction Kent LTD in accordance with our payment terms as detailed.

### **Cancellation After the Cooling Off Period and for Non-Consumers or Customers of Bespoke items**

- Where you are not a consumer, or where the goods ordered were bespoke or made to measure, or should any consumer cancel an order with Albion Fencing & Construction Kent LTD after the expiry of the cooling off period above, you will remain liable to pay for any such part of the work as has been completed and Albion Fencing & Construction Kent LTD reserve the right to levy reasonable cancellation charges (including administration costs and loss of profit), against you and these shall fall due for payment immediately. Any deposit and other monies already paid to Albion Fencing & Construction Kent LTD shall be non-refundable. Should the cancellation take place after Albion Fencing & Construction Kent LTD have purchased any materials, you will be required to pay for such Materials and any expenses incurred by Albion Fencing & Construction Kent LTD.

### **Manufacturer's Guarantee**

- The following conditions must be met;
  1. The Goods were constructed on a firm solid level base.
  2. The Goods were constructed or installed as per the manufacturer's instructions.
  3. The Goods have not been customised or modified in any way.
  4. The Goods have been used for domestic use only.
  5. Wood is a natural product and may absorb water. Wood also shrinks and expands during climate/temperature changes. You are required to further treat your product apply a waterproof treatment to prevent water ingress after installation. Regular annual re-treatment is required.

### **Complaints**

- Albion Fencing & Construction Kent LTD welcome feedback from our customers and, while Albion Fencing & Construction Kent LTD always use all reasonable endeavours to ensure that your experience as a customer of ours is a positive one, Albion Fencing & Construction Kent LTD also want to hear from you if you cause for complaint. Please make any complaint to Albion Fencing & Construction Kent LTD by email. A review email will also be sent to you using the email address provided at the time of order.

### **Events Outside of Our Control**

- Albion Fencing & Construction Kent LTD will not be liable for any failure or delay in performing our obligations under these Terms and Conditions where the failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: adverse weather, power

failure, strikes or other industrial action by third parties, acts of terrorism or war, or any other event that is beyond reasonable control.

## **Liability**

- Subject to this clause, Albion Fencing & Construction Kent LTD 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. Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by you and Albion Fencing & Construction Kent LTD when the Contract is entered into. Albion Fencing & Construction Kent LTD will not be responsible for any loss or damage that is not foreseeable.
  
- Albion Fencing & Construction Kent LTD accept no liability in respect of the following:
  1. Loss or damage due to causes beyond our control including, but not limited to, accident, storm, flood, neglect, misuse, faults or premature deterioration which results from your failure to comply with our instructions;
  2. Loss or damage arising from the original installation of goods, including damage to our works attributable to the failure of foundations, the base or structure, or any other works, where these have not been carried out by Albion Fencing & Construction Kent LTD;
  3. Deliberate or accidental damage and/or misuse of the Goods;
  4. Damage or deterioration arising out of normal wear and tear.
  
- Nothing in these terms and conditions is intended to or will limit or exclude our liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation.
- Albion Fencing & Construction Kent LTD will maintain suitable and valid insurance, including public liability insurance. Details are available on request.
- Albion Fencing & Construction Kent LTD will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- Nothing in these terms and conditions is intended to or will limit your legal rights as a consumer under any consumer protection legislation, where applicable.

## **Data Protection**

- All personal information that Albion Fencing & Construction Kent LTD may collect will be collected, used and held in accordance with the provisions of the Data Protection Act 2018, the General Data Protection Regulations 2016 and any amendments thereto. Albion Fencing & Construction Kent LTD will not pass on your personal information to any other third parties without first obtaining your express permission unless Albion Fencing & Construction Kent LTD have a lawful basis for doing so.

## **Other Important Terms**

- The contract is between you and Albion Fencing & Construction Kent LTD. 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 the contract.
- If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the contract or these terms and conditions and the remainder of the provision in question will not be affected.

## **Law and Jurisdiction**

- These terms and conditions and the relationship between you and Albion Fencing & Construction Kent LTD (whether contractual or otherwise) will be governed by, and construed in accordance with, the laws of England and Wales.

- Any dispute, controversy, proceedings or claim between you and Albion Fencing & Construction Kent LTD relating to the contract or these terms and conditions (whether contractual or otherwise) will be subject to the jurisdiction of the courts of England and Wales.

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