



## TERMS AND CONDITIONS – FENCING INSTALLATION

### **DEFINITIONS**

When the following words are used in these Terms, this is what they will mean:

- a) Event Outside Our Control: is defined in clause 35 to 38.
- b) Goods: the goods that Central Fencing Limited is selling to you as set out in a 'Confirmation of Fencing Work' email, quote or site visit.
- c) Order: your order for the goods and/or services.
- d) Product: the product we create for you as a result of the services, as set out in the order.
- e) Services: the services that we are providing to you as set out in a 'Confirmation of Fencing Work' email or verbally.
- f) Terms: the terms and conditions set out in this document.
- g) We/Our/Us/The Contractor: Central Fencing Limited (Company Number 12761163), The Castle Way (A38 Southbound), Willington, Derbyshire, DE65 6DA.
- h) You/The Client: the parties placing the order for goods and services.
- i) When we use the words in writing or written in these Terms, this will include email unless we say otherwise.

### **OUR CONTRACT WITH YOU THE CLIENT**

1. These are the terms and conditions on which we supply Goods and Services, to you the client.
2. Please ensure that you read these Terms carefully, and check that the details on the Order and in these Terms are complete and accurate. If you think that there is a mistake or require any changes, please contact us to discuss. We will confirm any changes in writing to avoid any confusion between you and us.
3. If we are unable to supply you with the Goods and/or Services, We will inform you of this in writing and we will not process the booking.
4. These Terms will become binding on you and us when we issue you with a written 'Confirmation Of Fencing Work' email OR we contact you that we are able to provide you with the Goods and Services at which point a contract will come into existence between you and us.
5. If any of these Terms conflict with any term of the Order, the Order will take priority.
6. The images of the Goods on our website, an iPad or Phone, a catalogue or brochure shown at a site visit are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours OR the printed pictures accurately reflect the colour of the Goods. Your Goods may vary slightly from those images. Although we have made every effort to be as accurate as possible, because our Goods are handmade, all sizes, weights, capacities, dimensions and measurements indicated have a 5% tolerance.
7. This contract is between you and us. No other person shall have any rights to enforce any of its terms. However, the purchaser of your property will have the benefit of the guarantee at clause 44 to 47 if you transfer it to them, but we and you will not need their consent to cancel or make any changes to these Terms.

## **QUOTATIONS & PRICING**

8. Our quotations are produced with as much detail as possible to avoid any misunderstandings. If something is missing that you would like included, please let us know and we will revise the quotation accordingly.
9. In the event of unforeseen difficulties arising, or any other circumstantial changes, including the rise in material costs the quotation price may be revised to reflect the situation at hand. We would always let you know prior to commencing work if this would be the case and allow you time to accept or decline the new quotation.
10. Typographical, clerical or other errors or omissions in any quotation or acknowledgement of order issued by us shall be subject to correction without any liability on our part.
11. Extras will only be undertaken further to both full discussion with the client, and, verbal or written agreement, and charged at the agreed rate.
12. Quotes and prices include VAT. However, if the rate of VAT changes between the date of the contract and the date of installation. We will adjust the rate of VAT that you pay, unless you have already paid for the Goods and/or Services in full before the change in the rate of VAT takes effect.

## **PROVIDING FENCING INSTALLATION SERVICES**

13. We will supply the Services to you on the date set out in the 'Confirmation of Fencing Work' email or the date/s agreed between us.
14. All prices quoted are calculated on the basis of free access and unimpeded working during our normal working hours (8 am – 4 pm Mon – Sat) unless otherwise agreed.
15. Both the contractor and you the client are to agree practical arrangements on working methods and access that provide minimum disruption to the client and allow work to be carried out efficiently by us.
16. Free access is required for delivery of goods, plant, machinery, skips and to carry out Services etc.
17. Protection of existing items (plants, trees, patios, driveways etc). Whilst we endeavour to protect existing items with care in our working practice, responsibility for protection from damage of any existing items is the responsibility of the client. Arrangement can be made to put in place protection of existing items, over and above our basic cover, at a negotiated additional cost.
18. The contractor will need certain information from you that is necessary for us to provide the Services, including, in particular the following:
  - a) Details of any relevant boundary lines and confirmation that you either own the land where the fencing is to be erected or have the land owner's consent and
  - b) Details of any underground services/utilities on your property in the vicinity of the proposed fencing erected by us.
19. If you do not provide us with the information referred to in clause 17 above, or you provide us with incomplete or incorrect information, we may make an additional charge of a reasonable sum to cover any extra work that is required, or we may suspend the services by giving you written notice. We will not be liable for any delay or non-performance where you have not provided this information to us. If we suspend the services under this clause 18, you do not have to pay for the services while they are suspended, but this does not affect your obligation to pay for any invoices we have already sent you.
20. The contractor will endeavour to employ a helpful and professional attitude at all times and will always attempt to bring the fencing works to a satisfactory conclusion as soon as possible taking into account weather conditions, availability of specialist materials, key personnel and unforeseen circumstances etc.

21. We may have to suspend the services if we have to deal with technical problems, or to make improvements agreed between you and us in writing to the services. We will contact you to let you know in advance where this occurs, unless the problem is urgent or an emergency. You do not have to pay for the services while they are suspended under this clause 20 but this does not affect your obligation to pay for any invoices we have already sent you.
22. All goods provided remain the property of Central Fencing Limited until full and final payment is received (see item 32).
23. Access to collect used or unused goods, equipment and plant etc remains in place until full and cleared final payment is received (see item 32).
24. Central Fencing Limited whenever possible will complete a site visit or request photos from our client of the site prior to making the contract. A site visit is not always possible when clients are located a fair distance away. Central Fencing Limited reserve the right to cease contract should the working conditions not have been fully explained prior to undertaking the contract. Central Fencing Limited will not be held liable for any losses to our client upon their misinformation or misrepresentation.
25. We will only erect fencing to the legal maximum heights being 1 metre at the front of a property and 2 metres on any other boundaries, unless, you have obtained and produced to us planning permission/s authorising these heights to be exceeded or you instruct us to exceed the legal maximum heights without planning permission being obtained and confirm that there shall be no liability on us for so doing.
26. Where we agree to remove hedge or tree roots or other obstacle/s the price given is for removal by manual means only. We reserve the right to raise reasonable additional charges should additional work or labour be required to remove the obstacle/s in question.

#### **IF THERE IS A PROBLEM WITH THE INSTALLATION SERVICES**

27. You will carefully examine the works throughout the installation process and will notify us in writing of any defect or other failure to comply with the contract within 24 hours of discovering the faults, thereby allowing us to remedy whilst still on site. This in no way replaces your right to examine the works on completion and to notify us at the time of any snagging issues that may arise.

#### **YOUR RIGHTS TO CANCEL**

28. Before we begin to provide goods and services to you, you have the right to cancel including where you are affected by an Event Outside Our Control. You may cancel goods and services at any time before we deliver goods or commence services on site by contacting us. We will confirm your cancellation in writing. If you cancel an order and you have made any deposit payments for services that have not been provided to you please see clause 35.
29. If we have already started work on your order and you wish to cancel you will pay us any costs we reasonably incurred in starting to fulfil our contract with you. We will let you know the costs due when you contact us.
30. If goods have already been delivered to site in readiness for work to be carried out you will not be able to cancel your order until goods have been collected. We will charge you the cost of collecting goods, you will have to pay the cost of any restocking fee our suppliers charge and for any items which won't be accepted back by our suppliers including made to measure goods. You will be able to keep any items which are not accepted back once full payment is received.

## **OUR RIGHTS TO CANCEL**

31. We may have to cancel an order for services before or on the start date due to an event outside of our control, or the unavailability of stock, key personnel, key materials without which we cannot provide the services. We will promptly contact you if this happens in writing or verbally.
32. We may cancel the contract for services at any time with immediate effect by giving you written notice if you do not pay us when you are supposed to as set out in clause 35 or you break the contract in any other material way and you do not correct the situation within 7 days of us asking you to in writing.

## **PAYMENT TERMS**

33. Where we are providing services to you, we will invoice you on completion you must pay each invoice in full on presentation either in cash, by credit or debit card, or bank transfer.
34. If you do not make any payment due to the contractor on presentation of the invoice/s. The client may be charged interest on the overdue amount at the rate of 8% a year. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The client must pay the contractor interest together with any overdue amount.
35. If the client disputes an invoice in good faith and contacts the contractor to let them know promptly after receiving an invoice that it is disputed, clause 33 will not apply for the period of the dispute.

## **DEPOSITS AND INTERIM PAYMENTS**

36. Central Fencing Limited reserve the right to request a deposit where the works are high value or work is at a significant distance from our base. Should this be the case a down payment or deposit is required of 50% of the accepted quotation upon agreeing our contract and to reserve the time frame for the contracted works. Deposits can only be made via bank transfer. Bank transfer details available on request. Deposits will be fully invoiced. In the case of cancellation by the client in writing <10 days before commencement of the contracted works 100% will be refunded providing payments haven't already been made for goods in preparation for us to carry out our contract you. In which case the deposit will be returned minus expenses made. 0% deposit will be refunded >10 days' notice is given. In the event that the contracted works are cancelled wholly by Central Fencing Limited 100% of the deposit will be refunded to the client.
37. Deposits are transferrable to different dates should the commencement date of the contract be altered by either party.
38. We reserve the right to request interim payments during projects on high value work at any time. Should interim payments not be made as requested we reserve the right to suspend Services until such time the balance of an interim invoice is paid in full. The contractor will not be held liable for any delays or cost incurred by such delays.

## **EVENTS OUTSIDE OF OUR CONTROL**

39. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by an Event Outside Our Control.
40. An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether

declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic/pandemic or other natural disaster, or failure of public or private telecommunications networks.

41. If an Event Outside Our Control takes place that affects the performance of our obligations under these Terms: (a) We will contact you as soon as reasonably possible to notify you; and (b) Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our performance of Services to you, we will restart the Services as soon as reasonably possible after the Event Outside Our Control or when it is safe to do so.
42. You may cancel the contract if an Event Outside Our Control takes place and you no longer wish us to provide the Goods and/or Services. Please see your cancellation rights under clause 13. We will only cancel the contract if the Event Outside our Control continues for longer than 8 weeks in accordance with our cancellation rights in clause 30.

## **SUB-CONTRACTING**

43. We reserve the right to sub-contract the whole or any part of the contract. All sub-contractors are fully vetted and qualified professionals who uphold the standards of Central Fencing Limited.

## **GUARANTEES**

44. All customers will benefit from a full guarantee on our workmanship for a period of 12 months. Guarantees on materials run in accordance with manufacturer's warranty periods where applicable including the 10-year anti-rot guarantee. Our guarantee covers all new work and new materials used in construction or repairs, but does not guarantee the integrity of any existing structures, materials or decorations. During our guarantee period we will be happy to investigate the cause and negotiate a solution to the problem without delay and carry out any agreed repairs as soon as possible. Charges may apply for remedial work carried out beyond guarantee dates or to items not covered by our guarantee.
45. This guarantee does not apply to any defect in the Goods arising from:
  - a) Fair wear and tear;
  - b) Willful damage, abnormal storage or working conditions, accident, damaged caused by strong winds or weather conditions, negligence by you or by any third party; timber must not be misused or placed or stored in abnormal conditions nor used for extraordinary purposes;
  - c) If you fail to operate or use the Goods in accordance with the user instructions; in particular, if timber is cross cut or drilled it must be properly treated.
  - d) Any alteration or repair by you or by a third party who is not one of our authorised repairers; and
  - e) Any specification provided by you.
46. This guarantee is in addition to your legal rights in relation to the goods that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office
47. A note on timber. Timber is a natural organic material and will contain knots and sap. The timber may swell, shrink and or warp which can cause splitting to occur. This is to be expected and we cannot be held liable or responsible to exchange goods or to refund monies in this event.