

Returns & Refunds

Policy



AVS Fencing Supplies Limited
The Manor House, Graylands Estate
Langhurstwood Road, Horsham
West Sussex, RH12 4QD
Tel: 01403 212100
www.avsfencing.co.uk

1. On Delivery, the Buyer is responsible for completing all necessary checks to ensure that the Goods are the Goods the Buyer intended to purchase, the Goods are fit for the use that the Buyer intends to use the Goods for and in accordance with any Order (both in terms of description and quantity) before the Buyer uses or incorporates the Goods into any other goods.
2. The Buyer may reject the Goods Delivered to it that do not comply with all material respects with their description subject to any qualification or representation contained in the Company's brochures, advertisements or any other documents, provided that notice of rejection is given to the Company in writing:
 - 2.1 in the case of a defect that is apparent on normal visual inspection within three (3) Working Days of Delivery;
 - 2.2 in the case of latent defect, within a reasonable time of the latent defect having become apparent; and
 - 2.3 in the case of defect which is the result of damage in transit from the carrier within three (3) Working Days of Delivery.
3. If the Buyer fails to give notice of rejection in accordance with clause 2 it shall be deemed to have accepted the Goods.
4. If the Buyer rejects Goods under clause 2 then the Buyer shall be entitled to:
 - 4.1 require the Company to repair or replace the rejected Goods; or
 - 4.2 require the Company to repay the price of the rejected Goods in full provided that, if the Company so requests, the Buyer shall return the Goods or the part of such Goods which is defective to the Company. Collection by the Company or delivery by the Buyer of the rejected Goods shall be arranged and completed as agreed by the parties.
5. Once the Company has complied with the Buyer's request, it shall have no further liability to the Buyer in respect of the rejected Good's failure to comply with clause 4.1.
6. The terms of these Terms shall apply to any repaired or replacement Goods supplied by the Company.
7. The Company shall not be liable for a breach of any of the warranties in clause 5.1 if:
8. the Buyer makes any further use of such Goods after giving notice in accordance with clause 6.2; or the defect arises because the Buyer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade and industry practice; or
 - 8.1 the Buyer alters or repairs such Goods without the written consent of the Company; or



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8.2 the Buyer uses the Goods for a purpose for which they were not designed unless the Company has warranted that they are fit for the Buyer's purpose in accordance with the warranty given in clause 5.1 fitness for specific purpose above.

9. The Company may, but is not obliged to, at its absolute discretion agree to repurchase Goods from the Buyer. The terms of any repurchase shall be agreed between the parties and the Company will charge a handling fee equivalent to a percentage of the Goods original purchase price, to be determined at the time. The Company may also elect to charge a collection fee in such circumstances.

10. The Buyer acknowledges that the natural features of certain types of Goods mean that there may be some breakages and natural defects in Goods delivered under the Buyer's Order. The Buyer agrees that unless such breakage or natural defect quality exceeds more than five percent (5%) of the Goods in the Order the Company may, but is not obliged, to exchange such proportion of the Goods. For the avoidance of doubt, where such breakage or natural defect is five percent (5%) or less of the Goods in the Order the Company is not obliged to exchange such proportion of the Goods.

11. In the event that the Buyer returns the Goods for any reason the Company may in its absolute discretion make a handling charge in respect of administration, carriage, storage, disposal or handling thereof.