

## Terms & Conditions

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**AVS Fencing Supplies Limited**  
The Manor House, Graylands Estate  
Langhurstwood Road, Horsham  
West Sussex, RH12 4QD  
Tel: 01403 212100  
[www.avsfencing.co.uk](http://www.avsfencing.co.uk)

### **1. Interpretation**

1.1. The definitions and rules of interpretation in this clause apply in these Terms.

**Estimated Delivery Date:** the estimated delivery date as set out in the quotation or as agreed between you and us in writing (whether or not in an Order).

**Events Outside Our Control:** has the meaning given in clause 13.2.

**Goods:** any goods in an Order to be supplied by us to you (including any parts or parts of them).

**Order:** an order for Goods submitted by you to us (whether in person at one of our stores, in writing, over the telephone, by email, via the internet or by any other means supported by us) in accordance with clause 3.

**Information:** means the main characteristics of the Goods, the delivery charges, and complaint handling procedure.

**Terms:** the terms and conditions set out in this document.

**our, us or we:** AVS FENCING SUPPLIES LTD (company number 02818962) whose registered office is at The Manor House, Graylands Estate, Langhurstwood Road, Horsham, West Sussex, RH12 4QD.

**VAT:** value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement or additional tax.

**Working Day:** any day which is not a public holiday in England or a Saturday or a Sunday.

**writing or written:** includes email and/or fax.

**you:** any person who purchases Goods from us.

1.2. A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.3. Words in the singular include the plural and in the plural include the singular.

1.4. Clause headings do not affect the interpretation of these Terms.

## 2. Basis of Sale

2.1. These are the Terms on which we supply the Goods to you. These Terms only apply if you are dealing with us as a consumer as defined as an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession. If you are not a consumer, then our Trade Only terms shall apply.

2.2. You agree that you will not receive a paper copy of the Information, the Terms and cancellation form referred to in clause 6.4, unless expressly requested by you, and you acknowledge that the Information, the Terms and cancellation form are available on our website at <http://www.avsfencing.co.uk/cancellation/>

2.3. Please ensure that you read these Terms carefully, and please check that the details in the Order are complete and accurate before you submit your Order and commit yourself to these Terms. If you think there is a mistake or omission in the Order or Terms, please contact us immediately.

2.4. If any term of these Terms is inconsistent with any term of the Order, these Terms shall prevail.

2.5. Our website, catalogues and brochures are solely for the promotion of our Goods in the UK. Unfortunately, we do not deliver to addresses outside the UK.

## 3. Orders and Quotations

3.1. When you sign and submit the Order to us, this does not mean we have accepted your order for Goods. Our acceptance of the Order will take place as described in this clause. If we are unable to supply you with the Goods, we will inform you of this and we will not process the Order.

3.2. An Order may be placed by you (whether in store or at a distance):

3.2.1. in writing; or

3.2.2. orally (including over the telephone).

3.3. We may (but are not obliged to) assign an order number to an Order. Where we do so and notify you please ensure that you use the relevant order number in all subsequent correspondence relating to that Order.

3.4. These Terms shall become binding on you and us when:

3.4.1. we issue you with written acceptance of an Order; or

3.4.2. we notify you that the Goods are ready for collection; or

3.4.3. we deliver the Goods to the address nominated by you; or

3.4.4. you purchase and collect the Goods from us,

whichever is the earlier, at which point a contract shall come into existence between you and us on these Terms.

3.5. Where clauses 3.4.2 to 3.4.4 apply, we will also provide you with a written confirmation of the contract. This confirmation will be provided by e-mail or in hard copy form (at our discretion).



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3.6. Any quotation for the Goods is given on the basis that a binding contract shall only come into existence in accordance with clause 3.4. A quotation shall be valid for a period of thirty (30) calendar days from its date of issue; unless we notify you in writing that we have withdrawn it during this period.

3.7. You are responsible for ensuring that:

3.7.1. any Order is complete and accurate; and

3.7.2. the quantity and type of Goods you Order are appropriate for your intended purpose and when calculating the quantity you should take into account the provisions of clause 7.5, if applicable

## 4. Changes to any Order

4.1. An Order for Goods may only be changed with our prior written agreement, which may necessitate a change to the total price of the Goods that are the subject of the Order.

## 5. The Goods

5.1. Subject to the remainder of this clause 5, we warrant that on delivery the Goods shall:

5.1.1. conform in all material respects with their description contained in our brochures, advertisements or other promotional documents that are current at the time of the Order (subject to any qualifications set out in such documents);

5.1.2. be of satisfactory quality;

5.1.3. be fit for any particular purpose:

(a) we say the Goods are fit for in the documents referred to in clause 5.1.1; or

(b) that is set out in the Order;

5.1.4. be free from material defects in design, material and workmanship; and

5.1.5. comply with all applicable statutory and regulatory requirements for selling the Goods in the United Kingdom.

5.2. This warranty does not apply to any defect in the Goods arising from fair wear and tear, wilful damage, accident, negligence by you or any third party, or if you use the Goods in a way that we do not recommend (for example by cutting any treated Goods), your failure to follow our instructions, or any alteration or repair you carry out without our prior written approval.

5.3. We shall not be in breach of any of the warranties in clause 5.1 if:

5.3.1. you make further use of such Goods after giving notice in accordance with clause 7.3;

5.3.2. the defect arises because you failed to follow our 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;

5.3.3. you alter or repair the Goods without our consent; or

5.3.4. you use the Goods for a purpose for which they were not designed unless it was stated in the Order that they were to be used for that purpose.



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5.4. You acknowledge that certain Goods may be identified by the Company as being “not for ground contact”, “for temporary use” or similar. You acknowledge that such Goods are untreated, and by their very nature, have a limited life span and, accordingly, we make no guarantee, warranty or representation as to their life span.

5.5. You acknowledge that whilst we may supply Goods that may be compliant with various British Standards or other standards, the Company makes no guarantee, representation or warranty that any Goods sold comply with the requirements of any such standard.

5.6. Goods comprising or constructed partly or wholly of timber are by their nature liable to become subject to surface mould, deterioration over time, expansion, contraction, warping and/or splitting and we shall not be liable for any loss or damage arising from the same.

5.7. Unless the Order expressly indicates that the Goods are to be supplied in a specific imperial or metric size, we shall have the option to supply all or any of the Goods in either imperial or metric size to the nearest equivalent measure notwithstanding any description contained in any contractual or other documentation or description relating to the Goods.

5.8. We cannot guarantee the actual colour of Goods made of timber or that such colours shall be uniform throughout the Goods supplied or that such colour will not weather, age or change with time, whether uniformly or unevenly and we shall not be liable for any loss or damage arising from the same.

## 6. Cancellation

6.1. If you place your Order at a distance (for example via the telephone, email or the internet) you have a legal right to cancel the contract during the period of fourteen (14) days beginning with the day after the day on which the Goods are delivered to you. This means that during the relevant period if you change your mind or for any other reason you decide not to keep the Goods, you can notify us of your decision to cancel the contract and receive a refund.

6.2. However, this cancellation right does not apply in the case of any Goods made to your specification or that are personalised for you.

6.3. You have a legal obligation to take reasonable care of the Goods while they are in your possession. If the Goods have been delivered to you, you must return the Goods to us as soon as reasonably practicable unless we agree to collect them. You will receive a full refund of the price you paid for the Goods and the delivery charges paid by you for delivery of the Goods to you (provided that if you have selected any form of delivery option other than our standard delivery option, we will only refund the cost of our standard delivery option), but not the delivery charges paid for by you for returning the Goods to us. The cost of their return is estimated to be approximately the same as the delivery charges incurred in delivering the Goods to you. You shall send back the Goods or hand them over to us at the address set out in clause 15.1 without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation of the contract to us. The deadline is met if you send back the Goods before the period of 14 days has expired. We may make a deduction from the reimbursement for loss in value of Goods supplied, if the loss is the result of unnecessary handling by you. We will process the refund due to you as soon as possible and, in any case, within fourteen (14) days after the day on which:

6.3.1. (if the Goods have been delivered, but we have not agreed to collect the Goods) we receive back the Goods or you supply evidence that you have sent the Goods back; or

6.3.2. (otherwise) the day on which we are informed about your decision to cancel the contract.

6.4. To cancel the contract, please contact us in writing. You may wish to use the contact form available on our website.

## 7. Defective Goods and returns



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7.1. As a consumer, you have legal rights in relation to 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. Nothing in these Terms will affect these legal rights.

7.2. On delivery, you are responsible for completing all necessary checks to ensure that the Goods are the Goods you intended to purchase, the Goods are fit for the use that you intend to use the Goods for and in accordance with any Order (both in terms of description and quantity) before you use or incorporate the Goods into any other goods.

7.3. In the unlikely event that the Goods do not conform to the Order, please let us know as soon as possible after delivery. We will collect the Goods on a date agreed between us or ask you to return the Goods to us at your cost to the branch from which you collected the Goods, or from which they were delivered to you, and once we have checked that the Goods are faulty, we will:

7.3.1. provide you with a full or partial refund;

7.3.2. replace the Goods; or

7.3.3. repair the Goods,

and refund the cost incurred by you in returning them to us.

7.4. These Terms will apply to any repaired or replacement Goods we supply to you.

7.5. You acknowledge that the natural features of certain types of Goods mean that there may be some breakages and natural defects in the Goods delivered under your Order. You agree that unless such breakage or natural defect exceeds more than five percent (5%) of the Goods in the Order we may, but are 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 we are not obliged to exchange such proportion of the Goods.

## 8. Delivery

8.1. The Goods shall be delivered by the Estimated Delivery Date.

8.2. Unless otherwise agreed in writing by us delivery shall take place at our place of business and you shall collect the Goods from us within seven (7) Working Days of the date on which we notify you that the Goods are ready.

8.3. Delivery of the Order shall be completed when you either collect the Goods from us or the Goods are signed for at the address designated by you. Goods will only be left without being signed for by prior agreement and/or where we consider it is safe to do so.

8.4. We will take reasonable steps to meet the delivery date set out in the Order or as otherwise agreed between us in writing. However, occasionally delivery may be affected by a variety of factors and so cannot be guaranteed. Any dates specified are intended as an estimate only and shall not be of the essence of these Terms. If no delivery dates are specified the delivery shall be in a reasonable time however we shall not be liable for any delay in delivery.

8.5. We shall deliver the Goods to the nearest kerbside. If, at your request, our vehicle proceeds beyond such kerbside, this shall be at your risk and, accordingly, you shall be responsible for and reimburse us for all claims, damages, losses, costs (including legal costs), expenses and liabilities arising from our vehicle doing so (including but not limited to any personal injury and any damage to the vehicle, the Goods, or any third party property).

8.6. Each delivery of the Goods shall be accompanied by a delivery note from us showing the Order number (if applicable); the date of the Order; the type and quantity of Goods included in the Order; and



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in the case of an Order being delivered by instalments, the outstanding balance of Goods remaining to be delivered.

8.7. If for any reason you fail to accept or take delivery of any of the Goods within seven (7) Working Days of us notifying you that they are ready for delivery, except where such failure of is caused by an Event Outside Our Control or our failure to comply with our obligations under the contract, or we are unable to deliver the Goods on time because you have not provided appropriate instructions we will not be liable to you for late delivery and:

8.7.1. risk in the Goods shall pass to you;

8.7.2. the Goods shall be deemed to have been delivered; and

8.7.3. we may store the Goods until you take delivery, whereupon then you shall be liable for and we may choose to charge you for all related costs and expenses (including, without limitation, storage and insurance).

8.8. Goods may be delivered on pallets. We will endeavour to use pallets that have no value. However, in the event that the pallets we use have a value we will notify you in advance and we may require a deposit. Under such circumstances it is your responsibility to store the pallets in good condition and at your own risk. We shall collect any such pallets within our normal distribution radius subject to receiving reasonable notice from you and shall refund the deposit subject to the pallets being in no worse a condition than when you received them.

8.9. You are solely responsible for disposal of any packaging and resultant waste relating to the Goods and you will comply with all applicable laws and obtain all such licences and permissions as may be required relating to the storage, transport, sale or other disposal of such waste.

8.10. In the event that the quantity of Goods delivered to you do not conform to the Order you must notify us in writing within three (3) Working Days.

8.11. If we are not able to deliver the whole of the Order at one time due to operational reasons or shortage of stock, we will deliver the Order in instalments. We will not charge you extra delivery costs for this. If you ask us to deliver the Order in instalments, we may charge you extra delivery costs. Each instalment shall constitute a separate contract. If we are late delivering an instalment or one instalment is faulty, that will not entitle you to cancel any other instalment.

## **9. Manual handling of the Goods on Delivery**

9.1. You acknowledge that the Goods might be heavy/bulky, difficult to grasp and that manoeuvring the Goods might be difficult. You agree that you will not assist the driver in unloading and/or manoeuvring the Goods if you have not undertaken all the necessary training to do so and without having assessed the risks involved in doing so.

9.2. To the extent that you or any of your contractors, friends and family do assist in the unloading and/or manoeuvring of the Goods, you shall be responsible for and reimburse us for all claims, damages, losses, costs (including legal costs), expenses and liabilities arising from them so doing.

## **10. Title and Risk**

10.1. The Goods will be your responsibility from the completion of delivery, whether accepted by you or not, or from when you collect (or any person nominated by you collects) the Goods from us.

10.2. Title in the Goods will only pass to you when we receive payment in full of all sums due for the Goods, including delivery charges (if any).



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## 11. Price and Payment

11.1. The price of the Goods will be as set out in the quotation we provided to you, or if we have not provided a quotation or the quotation has expired, in our price list in force at the time we confirm your Order. Prices are liable to change at any time, but price changes will not affect the Orders we have already confirmed. We are within our right to change prices at any time without prior notice.

11.2. These prices include VAT. However, if the rate of VAT changes between the date of the Order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Goods in full before the change in the rate of VAT takes effect.

11.3. The prices for the Goods exclude delivery costs, which will be added to the total amount due.

11.4. It is always possible that, despite our best efforts, some of the Goods we sell may be incorrectly priced. We will normally check prices as part of our dispatch procedures so that, where the Goods' correct price is less than our stated price, we will charge the lower amount when dispatching the Goods to you. If the Goods' correct price is higher than the price stated on our site, we will, at our discretion, either contact you for instructions before dispatching the Goods, or reject the Order and tell you. If the pricing error is obvious and unmistakable and could have reasonably been recognised by you as an error, we do not have to provide the Goods to you at the incorrect (lower) price. Similarly, where a product image differs from the description, we are not obliged to honour the incorrect (lower) price.

11.5. Payment of the price for the Goods is due in pounds sterling at the time the contract has been entered into in accordance with clause 3.4, unless otherwise agreed by us in writing.

11.6. If you do not make any payment due to us by the due date for payment (as set out in clause 11.5), we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of the Bank of England from time to time. 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. You must pay us interest together with the overdue amount.

11.7. Without limiting any other remedies or rights that we may have, if you do not pay us on time, we may cancel or suspend any other outstanding Order until you have paid the outstanding amounts.

11.8. Clause 11.6 and clause 11.7 shall not apply for the period of the dispute if you dispute the payment owing in good faith and let us know promptly.

## 12. Limitation of liability

12.1. If we fail to comply with these Terms, we are responsible for any loss or damage that you suffer that is a foreseeable result of our breach of the Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract. Our total liability to you in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance under these Terms shall be limited to the price paid by you to us for the Goods under the Order in respect of which the loss arises.

12.2. We do not exclude or limit in any way our liability for:

12.2.1. death or personal injury caused by our negligence;

12.2.2. fraud or fraudulent misrepresentation;

12.2.3. breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);

12.2.4. breach of the terms implied by sections 13, 14, 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and



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12.2.5. defective products under the Consumer Protection Act 1987.

12.3. We only supply the Goods to you for domestic and private use. You agree not to use the Goods for any commercial, business or re-sale purpose, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## 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 these Terms that is caused by an Event Outside Our Control.

13.2. An Event Outside Our Control includes but is not limited to any act, event, non-occurrence, omission or accident beyond our reasonable control and includes, in particular (without limitation), the following: strikes, lock-outs or other industrial action; 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 or other natural disaster; impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; impossibility of the use of public or private telecommunications networks; or pandemic or epidemic.

13.3. Our obligations under these Terms are suspended for the period that any Event Outside Our Control continues, and we may, at our absolute discretion elect to defer the date for delivery or to cancel an Order or to reduce the volume of the Goods ordered by you (without liability to you) if we are prevented or delayed from carrying on our business due to an Event Outside Our Control and we will have an extension of time to perform our obligations under these Terms for the duration of that period.

13.4. You may cancel the contract if an Event Outside Our Control takes places and you no longer wish us to provide the Goods.

## 14. Assignment

14.1. You may not transfer any of your rights, or obligations under these Terms to another person without our prior written consent, which we will not withhold unreasonably.

14.2. We may transfer our rights and obligations under these Terms to another organisation, and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under these Terms.

## 15. Information about us and how to contact us

15.1. We are a company registered in England and Wales. Our company registration number is 02818962 and our registered office is at The Pavillion, Graylands Estate, Langhurstwood Road, Horsham, West Sussex RH12 4QD. Our registered VAT number is 620 6740 62.

15.2. If you have any questions or if you have any complaints, please contact us. You can contact us by telephoning our customer service team at 0800 288 8324 or by e-mailing us at [sales@avsfencing.co.uk](mailto:sales@avsfencing.co.uk).

15.3. If you wish to contact us in writing, or if any clause in these Terms requires you to give us notice in writing (for example, to cancel the contract), you can send this to us by e-mail, by hand, or by pre-paid post to AVS Fencing Supplies Ltd at The Pavillion, Graylands Estate, Langhurstwood Road, Horsham, West Sussex RH12 4QD or [sales@avsfencing.co.uk](mailto:sales@avsfencing.co.uk). We will confirm receipt of this by contacting you in writing. If we have to contact you or give you notice in writing, we will do so by e-mail, by hand, or by pre-paid post to the address you provide to us in the Order.



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## 16. How we may use your personal information

16.1. We will use the personal information you provide to us to:

16.1.1. provide the Goods;

16.1.2. process your payment for such Goods; and

16.1.3. inform you about similar products or services that We provide, but you may stop receiving these at any time by contacting us.

16.2. We will not give your personal data to any other third party.

## 17. General

17.1. We may transfer our rights and obligations under these Terms to another organisation, and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under these Terms.

17.2. If any court or competent authority decides that any of the provisions of these Terms is invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

17.3. If we fail, at any time while these Terms are in force, to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights or remedies under these Terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you, that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.

17.4. This contract is between you and Us. No other person shall have any rights to enforce any of its terms.

17.5. These Terms shall be governed by English law. You and we agree to the non-exclusive jurisdiction of the English courts.



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