



LAWNSWOOD FENCING LTD

TRADE & RETAIL SALES TERMS & CONDITIONS

Supply of Goods

All dates/periods of time given or specified by Lawnswood Fencing Ltd (the Company) in quotations and contracts are business estimates only and although the Company will use its best endeavours to adhere to the same, the Company shall not be liable in any way whatsoever for any direct or consequential loss which may result in the delay of delivery.

The Company cannot be held responsible for delays caused by force majeure, adverse weather conditions, strikes, lockouts, lockdowns, civil commotion, or any other cause beyond the control of the Company and such delays shall not be basis for cancellation of the order.

Where the customer requires a delay in the immediate processing of an order, the Company reserves the right to vary the price accordingly.

Whilst all or any part of the sum due to the Company for goods supplied to the buyer remain outstanding, then the ownership and title to the goods supplied by the Company to the buyer shall at all times remain with the Company, who retain the rights to deal with and/or dispose of the goods in any manner.

Payment (Supply of materials only)

Full and cleared payment of goods required before delivery unless otherwise stated. Title to all goods shall remain with the Company until full payment is received.

Goods must be signed for on collection/delivery.

All bespoke made/special order items to be paid in full upon ordering and are non-refundable.

Payment methods include cash, bank transfer, debit, or credit card. Cheques are not accepted.

Account customers will need to provide written purchase orders for payment within their agreed terms.

Invoices not settled within the terms quoted may result in additional costs being charged.

Any additional costs as a result of late payment, such as debt collection fees will be the responsibility of the client.

Deliveries

All deliveries are kerbside only, manual or Hiab (crane) unload. Delivery vehicles will not travel off hard standing. Delivery charges apply as quoted at time of order. Lawnswood Fencing Ltd will endeavour to comply with delivery date or dates stated but is under no obligation to do so. Limited or restricted access must be notified at time of placing order, aborted deliveries may incur additional charges.

Cancellations & Returns

The customer has the right to cancel any product or service. Any cancellation must be received a minimum of 48 hours prior to delivery date or a delivery charge will be incurred.

Returned goods shall not be accepted unless first examined and will be subject to a 15% handling charge. Goods must be accompanied by a valid receipt/invoice and returned within 28 days of delivery/collection. All pallets/bearers to be returned when possible and a deposit may be required if left on site.

Aggregates, nails/pre-weighed goods must be checked before leaving the premises as shortages cannot be rectified later.

Bespoke/special made items are non-returnable.

Items that have been delivered and are no longer required can be returned at customers expense within terms stated above. If a collection is required a charge will apply.

Complaints and claims

No claim or complaint for shortage/damage, or defect in goods supplied will be considered unless notified within 24 hours of delivery/collection. All collected goods must be checked before leaving the premises as shortages cannot be rectified later.

Company Liability

No responsibility or liability for the customer's personal property/belongings whilst on the Company's premises will be accepted by the Company.

The customer will comply/conform with all Health & Safety Legislation requirements whilst on Company premises.

Effects of the weather

Wood is a natural product and therefore susceptible to certain changes in an outside environment.

Most newly purchased fence panels have been manufactured from freshly treated timber.

Extremes of temperature or changes in weather will cause a reaction in timber used outdoors.

Heat may cause panels to lose shape but this process is normally reversed when temperatures subside.

Certain products may warp in higher than normal temperatures, This is perfectly normal and in all but the most extreme cases normal shape returns.

Sawn timber and machine rounded items may crack or splice. Splits and cracks occur naturally in timber grain due to changing humidity levels, they are not usually a cause for concern as they don't affect the strength or durability of the product. This will not affect the structural strength of the wood or your guarantee and is an accepted condition of sale.

Timber contains knots, weather can cause these to fall out, known as 'knot drop'. This is an unavoidable issue. Knots can be glued back into place with an appropriate exterior wood glue. **This is an accepted condition of sale.**

In extreme heat we recommend you should water fence panels daily to keep timber moist which will help prevent the panels from drying out as quickly. It is advisable to do this at the end of the day at the same time you would water flowers/plants. In most cases panels watered regularly will resume their original state once the temperature returns to normal.

We also recommend that fence treatment/ wood preservative is not applied during periods of extreme heat for the same reason. This could cause timber to dry out too quickly resulting in warping or twisting.

Pressure treated timber

Pressure treated goods are pressure impregnated with a timber preservative, an effective method use to preserve wood against fungal decay and insect attack. A decorative dye is added to the preservative process to ensure every piece of timber is coloured and preserved in one operation. This colour will fade over time.

Colour and shade of goods is variable and exact colour matches cannot be guaranteed.

Fresh pressure treatment sometimes leads to a small amount of green/white spotting on the surface of the new timber as the natural sap leaves the wood. This will fade away over time and is in no way detrimental to quality or durability. If pressure treated timber is cut, notched or drilled, it is recommended that an approved end grain preservative is applied. Failure to do so may reduce the effectiveness of the treatment and/or nullify any guarantee.

Non-pressure treated products

Dipped products will fade with time. The colour applied during manufacture is not permanent and treatment should be applied regularly. To change the colour allow the product to mature before applying a proprietary brand, following manufacturers instructions. Colour and shade of goods is variable and exact colour matches cannot be guaranteed.

KDM European products

All of KDM's products are manufactured from selected softwood with stainless steel fixings and treated with high quality preservative. With the exception of the Hazel hurdles all other products are supplied pressure treated to enhance the decorative style and protect the timber from insect infestation, fungal decay and rot. The treatment colour may vary depending on timber species and chemicals. The colour will fade as the timber is exposed to weather conditions. The sapwood in pine which is the outer section of the log can have a tendency to react with pressure treatment resulting in bright flecks of green but will reduce in a short period. Mould growth can also become evident on sapwood during warm moist weather conditions and where the product is stored/assembled in areas exposed to the sun, this will not affect the strength or structure and is not considered a fault but is a natural reaction. Please see KDM terms & conditions for full details.

Concrete products

Hairline cracks in concrete products are a natural part of the manufacture and do not affect the structural integrity. Any replacement of products is at the discretion of Lawnswood Fencing Ltd and the decision is final.

Please note gravel-boards alone are NOT a retaining wall and under no circumstances are sold as such. Back filling with pea gravel and rubble does allow any settlement of the ground below.

General information

All staff are enhanced DBS checked (disclosure and barring service).

Lawnswood Fencing Ltd has combined liability insurance which includes employers liability, public liability and product liability of £5,000,000.

And finally,

Remember we are here to help. Any queries, questions etc. feel free to contact our sales team.

Tel: 01384 634082, Email info@lawnswoodfencing.co.uk

We price our selves on top quality fencing and workmanship at competitive prices.