

TERMS AND CONDITIONS OF BUSINESS
ARMSTRONG CONSTRUCTION (HULL) LIMITED

Trading as ARMSTRONG NATURAL WALLING

The following are the terms and conditions on which we, Armstrong Construction (Hull) Limited (trading as Armstrong Natural Walling) (referred to as NW) will accept and fulfil orders for the supply of wall and fence panelling and other items. Orders are accepted and performance is tendered in accordance with these terms and conditions save where any variation is confirmed in writing by a director of Armstrong Construction (Hull) Limited. In these terms and conditions Armstrong Construction (Hull) Limited is referred to as “we” and “us” and the customer is referred to as “you” Contract

1. All orders placed by you and purchases of goods from us are governed by these terms and conditions and are subject to acceptance by us confirming in writing or by email your order or by delivery of the goods to the delivery address nominated by you.

Ordering Goods

- 2.1. You may place an order to purchase goods advertised for sale on our website by following the onscreen prompts after clicking on the item you wish to purchase. You will be able to correct any errors in your order up to the point where you confirm your order by clicking the “place order and pay” button on the shopping basket page.
- 2.2. All orders placed by you and purchases of goods from us are subject to acceptance by us (as provided in clause 1 above). We are at liberty to decline your order for any reason and if we do so any payment made will be returned to you but otherwise we will be under no obligation to you.

Price and Payment

- 3.1. The price payable for goods ordered is set out on our website and applies on the date you submit an order. Prices shown on the website are inclusive of VAT and delivery excluding Northern Ireland and the highlands of Scotland where an additional charge for delivery may be levied.
- 3.2. It is a precondition of accepting your order that the price for the goods is paid in full prior to delivery unless we have agreed otherwise in advance in writing.
- 3.3. Payment for goods ordered via our website may be made by most major credit or debit cards or PayPal, by completing the relevant details on the checkout page. If the issuer of the credit or debit card used, or PayPal (as the case may be) refuse to authorise payment we will not accept your order.

In such circumstances we will not be obliged to notify you of the reason for refusal and we will incur no liability to you on any grounds.

Delivery and title

4.1. If you elect to collect goods from our premises in Hull we will provide you with a date on which the goods will be available. You will be required to collect the goods during our normal hours of business (being 8.00 a.m. – 5 p.m., Monday to Fridays excluding Bank and Public Holidays). Any person attending to collect goods may be required to provide identification and other evidence sufficient to establish the entitlement of such person to effect collection on your behalf. If you fail to collect the goods ordered within such a period of time we reserve the right to terminate the agreement and repay to you the price less an administration charge of 25%.

4.2. If you have requested delivery of goods to a nominated address in accordance with any requested delivery period notified in your order but in any event within 30 days after the date of your order and payment of the price. Whilst we will endeavour to make delivery in accordance with the above we do not undertake to do so and will not be liable for any loss or damage arising in the event of late delivery. you will have the right to cancel in the event that we cannot deliver in the 30 day period.

4.3. If you require delivery of goods to a nominated address you must ensure that delivery address can be accessed by public roads by courier. Goods can only be delivered to a ground floor address. You are responsible for the handling of goods once unloaded from the delivery vehicle.

4.4. We will give you not less than 3 days prior notice of a delivery date and approximate delivery time, Delivery is completed by you or your authorised representative signing a confirmation of delivery. If delivery cannot be effected due to inability to access the delivery address, by the delivery premises being unattended, or by there being no person present to provide confirmation of delivery, we shall be entitled to charge for redelivery and, if no date for redelivery can be agreed, to cancel your order in which event we shall return the price less an administration charge of 25%.

4.5. Risk in goods ordered shall pass to you following collection from our premises as provided by clause 4.1 above or on delivery to your nominated address (as the case may be)

4.6. Title to goods ordered shall not pass to you until you have been paid the price for the goods in full (including any charge for redelivery as provided in 4.4 above).

Cancellation Rights

5.1. The right of cancellation referred to in this clause is applicable only if you have ordered goods as a consumer. You will not be a consumer if you are purchasing goods in the course of a business.

5.2. On purchasing goods via our online platform you have the right to cancel the contract and claim a refund without giving any reason or justification and without incurring any liability (unless exceptions apply) within 14 calendar days of receiving the goods.

5.3. The 14-day cancellation period starts the day the goods are either collected by you from our premises or delivered to your nominated address (or, in the case of multiple deliveries, when the last item in your order is so collected or delivered). Weekends and public holidays are included in the 14 days. However, the cancellation period expires at the end of the following working day if the end of the 14 days falls on one of those days.

5.4. In order to exercise your right of cancellation you must either notify us by email to our online address at info@armstongnaturalwalling.co.uk or in writing to our address at 14 Ropery Street, Hull HU3 2BU.

5.5. On cancellation for whatever reason you must return the goods to us together with the original packaging without undue delay and in any event within 14 days after you gave notice of cancellation. Goods should be returned to our premises at 14 Ropery Street, Hull HU3 2BU. No refund will be payable until goods have been returned in compliance with this clause

5.6. Your right to cancellation does not apply to goods that are cut or mixed to your requirements, made to measure, made to order, or made to your personal specifications.

5.7. We reserve the right to make a deduction from the amount of the refund where the value of goods returned has been reduced due to you having damaged the goods whilst in your possession other than handling the goods in a way not required in order to establish their nature and characteristics.

5.8. Subject to your compliance with the above provisions we will refund the price paid to you.

Liability for Defects in Goods

6.1. The provisions of this clause 6 are applicable to all sales but subject to the rights conferred on consumers by Chapter 2 of the Consumer Rights Act 2015. A consumer is anyone who acts outside the course of their business, trade or profession.

6.2. It is your responsibility to check that goods ordered are suitable for their intended purpose. Goods offered for sale by us are for use in the UK or NI only are not represented to be compliant with any statutory or regulatory requirements of any other country.

6.3. Any claim that goods have been delivered prior to delivery, do not conform to description or are not of satisfactory quality must be made within 14 days of delivery by notification to us in writing at 14 Ropery Street Hull HU3 2BU **or** by email to info@armstongnaturalwalling.co.uk. You must afford us the opportunity to us to inspect the goods. In the event that the goods are not in accordance with the contract, we will reimburse the price.

6.4. If you purchase goods from us as a consumer and save as set out in 6.1 above we accept no liability for

6.4.1. any loss which is not reasonably foreseeable

6.4.2. any loss of business, goodwill, business opportunity, business interruption or any similar loss and damage.

6.5. If you purchase goods in the course of your business, trade of profession (that is, other than a consumer) we shall not be liable to you whether in contract, tort, breach of statutory duty or otherwise for

6.5.1. loss of profits, business, contracts, goodwill, business opportunity and other similar losses, or any business interruption or

6.5.2. indirect or consequential loss

6.5.3. any loss which is not reasonably foreseeable

6.6. Nothing in this clause limits our liability for fraud (including fraudulent misrepresentation) death or personal injury resulting from our negligence or for any other liability which cannot be limited or excluded as a matter of law.

In no circumstances will we be liable to you for any consequential loss and damage including for loss of profit providing that nothing in this clause shall relieve us from liability in the event that the state and condition of the goods results in death or personal injury.

Suspension and termination

7. Notwithstanding anything contained in these terms and conditions we shall be entitled to suspend delivery and cancel any order from you if

- 7.1. You fail to make payment as provided by these terms and conditions
- 7.2. You become insolvent which for the purposes of this clause shall include
 - 7.2.1. That you become unable to pay your debts when they fall due, or
 - 7.2.2. That you are subject to a statutory demand pursuant to the section 123 of the Insolvency Act 1986
 - 7.2.3. That a petition for your bankruptcy is presented
 - 7.2.4. That, being a company, a petition is presented to a court of competent jurisdiction for winding up, or administration or if a receiver, receiver and manager or administrator is appointed over your assets.

And in any such circumstances all sums due to us shall become due and payable forthwith.

Force Majeure

8. We shall have liability to you for any failure or delay in supply or delivery of goods ordered or for any damage or defect to goods supplied or delivered or for any other liability that is caused as a result of any event or circumstance beyond our reasonable control including without limitation, accidents, extreme weather conditions, fire, explosion, storm, earthquake, natural disaster, failure of telecommunication networks, inability to use transport networks, acts of God, terrorist attacks, wars, civil commotions, riots, strikes, lockouts and other industrial disputes, acts or restraints of Government, and imposition or restrictions on imports or exports. If by reason of any of the foregoing delivery of goods ordered cannot be made within 60 days of the order being placed you will be entitled by notice in writing or by email to info@armstrongnaturalwalling.com to cancel the order in which event we shall reimburse the price paid for the goods but the parties will be under no further obligation to each other.

Third Party Rights

9. No person who is not party to any Agreement entered into between us will have any right to enforce it pursuant to the Contracts (Rights of Third Parties) Act 1999

Jurisdiction

10. These terms and conditions shall be construed and enforced in accordance with the laws of England and Wales.

Privacy Policy

11. Our privacy policy applies to all orders placed and communications between us. The policy may be viewed on our website.