

First Choice Fencing

Terms & Conditions of Business

1. GENERAL

- A. Unless otherwise agreed by First Choice Fencing in writing the below Terms and Conditions shall apply to all goods and services made by First Choice Fencing to the exclusion of all other terms, conditions and warranties.
- B. All risk from the goods passes to the Buyer upon collection or delivery.
- C. The buyer must retain their invoice as proof of purchase and guarantee.

2. PRICES

- A. VAT will be charged on all goods and services, which will be charged at the rate in force at the Tax Point of order. Current UK VAT rate charged at 20%.
- B. Any quotation supplied shall be valid for 90 days unless otherwise stated in writing by First Choice Fencing.

3. DELIVERY

- A. All risk from the goods passes to the Buyer upon delivery.
- B. We offer free local front garden delivery on orders over £100.
- C. We are not covered by insurance to carry materials through any buildings unless being fitted by one of our installation teams.
- D. First Choice Fencing will consider no claim for loss or damage to all or part of the goods unless the Buyer informs First Choice Fencing within 24 hours of the delivery. However if the invoice has been signed by the customer stating that the goods were received in full and in good condition, there shall be no claim on First Choice Fencing.
- E. Where the buyer refuses to accept a delivery, First Choice Fencing reserves the right to hold any prepayments, and to seek any compensation.

4. INSTALLATION

- A. It is the responsibility of the Buyer to ensure an individual is on site for the duration of works who is capable of making any required decisions for work to be completed.
- B. Once the Buyer has decided how a fence will be fitted, following consultation with the fitting team, there may be additional charges to take down and refit the fence again.
- C. It is the responsibility of the Buyer to inform First Choice Fencing of any pipes or cables on the fencing line before work commences.
- D. First Choice Fencing will not be held responsible for going through any pipes or cables less than 21 inches below ground level.

5. TITLE

- A. Goods remain the property of First Choice Fencing until paid in full by the Buyer.
- B. If payment is overdue, the Buyer gives First Choice Fencing the right to enter onto its property, or any other property where the goods are reasonably thought to be, for the purpose of recovering the property of First Choice Fencing. The Buyer will be responsible for all costs incurred by First Choice Fencing in recovering the goods.

6. PAYMENT

- A.** Returned goods may be subject to a handling and restocking charge, before a credit or replacement is given, except where First Choice Fencing has supplied the wrong item against an order.
- B.** First Choice Fencing may charge interest at 5% above the base rate on any overdue payments.
- C.** First Choice Fencing payment terms are strictly payment upon completion unless otherwise agreed in writing.
- D.** PLEASE NOTE: If no payment is received by First Choice Fencing legal action will be taken to recover materials and costs.

7. GUARANTEE

- A.** The Buyer must retain their copy of the invoice as proof of purchase and the guarantee.
- B.** All work installed by First Choice Fencing is guaranteed. Guarantees are as follows:
 - Timber fencing with timber posts comes with a 1-year guarantee.
 - Larch fencing with concrete gravel boards and posts comes with a 2-year guarantee.
 - Featheredge fencing with concrete gravel boards and posts comes with a 5-year guarantee.
 - All types of timber sheds come with a 3-year guarantee.
- C.** Guarantee only covers against manufacturing or installation defects. Timber is a natural product, which is susceptible to splits, twisting and warping under extreme temperature changes.
- D.** Guarantee does not cover against acts of god or natural disasters including damage caused by hurricane winds.
- E.** Fencing guarantee requirements and exclusions are:
 - Timber to be treated on an annual basis with timber preservative.
- F.** Shed guarantee requirements and exclusions are:
 - A firm and level base is required to keep the shed square.
 - Annual treatment with timber preservative.
 - Sheds require guttering to be installed and those gutters to be cleaned out annually.
 - In order to maintain the roof felt, any low branches touching the roof will need to be cut back regularly and the roof to be swept off annually.