

Timberness

**Thank You For Your Order!**

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| **Delivery Address:** | **Estimated Delivery Date:** | **Deposit Paid:** |
|  | \_\_/\_\_/\_\_ | £\_\_\_.\_\_ |
|  | **Delivery date TBC 7 days prior to delivery.** |  |
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| Order Summary |  |  | | |
| Item | Description | Price | Quantity | Total |
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|  |  |  |  |  |
|  |  | Subtotal | |  |
|  |  | Delivery | |  |
|  |  | Installation | |  |
|  |  | VAT rate (20%) | |  |
|  |  | **Total** | |  |

Questions about your order? Don’t hesitate to contact us on 07816508962, or info@timberness.co.uk

Please now take the time to review and read our Terms and Conditions to ensure you meet your obligations in preparation for your delivery. **If you, as the Purchaser do not contact Timberness, hereafter known as the Company within 2 days after receiving this confirmation to question any details or responsibilities laid out within the provided Terms and Conditions, it will be accepted that you fully agree and understand your obligations as the Purchaser laid out within these Terms and Conditions.**

**Timberness – Terms and Conditions – September 2022**

# 1.00 Deposit

**1.01** The Company will not accept an order as being confirmed, until a deposit of 50% of the total cost of the Structure or Product is paid in full.

**1.02** The Company reserves the right to increase the Installation Fee after the order confirmation is sent and up to the installation and delivery date, if, The Purchaser has not provided the access details laid out in 3.00.

# 2.00 Pricing and Order Cancellation

**2.01** The Company reserves the right to contact the Purchaser within 7 days of the Deposit being paid to amend the given price for the Purchased Structure or Product. After the 7day period has passed, the price previously given to the Purchaser when the order was placed will thereafter be fixed. The Purchaser will have the right to a full refund of the Deposit paid, if within the 7-day period, the Company contacts the Purchaser to amend the provided price.

**2.02** The Purchaser will have the right to cancel any purchase within 7 days of receiving their order confirmation and will be entitled to a full refund of the deposit paid. After the 7-day period has elapsed, the Company reserves the right to withhold the given deposit to cover the costs of any materials or works undertaken up to the date of cancellation.

**2.03** The Company reserves the right to increase the given price for installation up to, and on delivery, if the Purchaser has not provided accurate details of site conditions and requirements at installation.

## 3.00 Access

**3.01** The Company requires that photographs be provided of the proposed location, surrounding areas and access route for the Purchased Structure or Product be provided 7 days after the receiving the Confirmation Order.

**3.02** The Company requires any removal of garden fences or gates, moving of personal items and the moving of existing structures to gain access to the proposed location be prearranged between the Company and Purchaser within 7 Days of the Order Confirmation.

**3.03** The Company requires that the Purchaser informs them of any difficult access such as narrow pathways, stairs, steps, or uneven ground to the proposed location within 7 days of receiving Order Confirmation.

**3.04** The Company requires the Purchaser to inform them if the Proposed site is 20 metres or more from the nearest accessible parking within 7 days of receiving Order Confirmation.

**3.05** The Company reserves the right for their Installation Team to refuse installation after arriving on site if the Purchaser has not met their obligations under items 3.01, 3.02, 3.03, and 3.04.

## 4.00 Site Preparation

**4.01** The Company at this time, undertakes no work to either install or modify the base required for the Purchased Structure or Product. Full responsibility to provide a base that meets the Company’s requirements falls upon the Purchaser.

Bases accepted by the Company are as follows.

* Poured Concrete Slabs

* Slabs

* Concrete Block Strip Foundation

* Timber Sleepers

* 1. All Bases are only deemed acceptable if built following industry standards and are of high quality.

* 1. The Company requires photographic evidence of the proposed base for the purchased structure to be provided between 7-14 days prior to the Delivery Date.

* 1. The Company accepts no responsibility for future damage to the Purchased Structure or Product that is deemed the cause of a poorly constructed base or poor placement of the structure.

* 1. The Company accepts no responsibility for any damage done to the provided base through the fixing of the Purchased Structure or Product to the base.

## 5.00 Installation

**5.01** The Company reserves the right for their Installation Team to refuse installation upon arrival to site if the base requirements detailed in **4.00** are not met. If the Installation Team refuse to Install a structure, The Purchaser is provided with 2 options.

## 5.02 Option 1

The Purchaser pays for the Purchased Structure in full, The Installation Fee before the

Installation Team leaves site. The Purchaser is then left with the Purchased Structure in Flat Pack Form in the easiest and most accessible location for the Installation Team to offload. The Purchaser then takes on responsibility for the Purchased Structure or Products condition and Storage until a new installation date becomes available with the Company. Upon the Installation Teams return, a new installation fee will be due, equal too the quoted installation fee + 20%. The new Installation fee will be required upfront, and 7 days before installation.

## 5.03 Option 2

If the Purchaser refuses to pay in full before the Installation Team leaves site, the installation team will return to our depot with the Purchased Structure or Product. The Purchaser will be charged the Installation Fee and thereafter will be charged a storage fee of 10% of the total order value per week of storage until the company can thereafter rearrange an installation date after all base correction works are carried out and evidence is provided. An installation fee will then be charged equal to the quoted Installation Fee at the time the order was placed + 20%. The new Installation fee will be required upfront, and 7 days before installation.

**5.03** In the case of a second visit for installation is carried out and the base is still deemed unsuitable and has not been addressed to meet the expectations of the Company, The Company will refuse to carry out the Installation in this case and will refuse to return to carry out the Installation in the Future. In this case, Full payment, if not already received will be required and the second Installation fee will not be refunded.

## 6.00 Delivery

**6.01** The Company reserves the right to rearrange proposed Delivery and Installation dates up to 7 days prior to the estimated Delivery Date provided in the order confirmation. In the event of a Delivery and Installation being cancelled within the 7-day period, The Company

will provide a \_\_% discount to the installation fee as a good faith gesture to the Purchaser.

**6.02** The Purchaser has the right to rearrange estimated Delivery Dates 7 days prior to Delivery. If within the 7-day period, the purchaser wishes to cancel and rearrange the proposed Delivery and Installation Date, they will be charged a rearrangement fee equal too the Delivery fee.

**6.03** If the Purchaser requires to rearrange the Delivery and Installation Date due to Extenuating Circumstances, it will be up to the discretion of the Company to waive the rearrangement fee.

**6.04** The Company reserves the right to cancel Delivery and Installation within the 7-day period in extenuating Circumstances without waiving the Delivery charge.

**6.05** Extenuating Circumstances may include, but are not limited too, Injury or sickness of staff, personnel bereavement, supplier issues etc.

## 7.00 Maintenance

**7.01** The Company recommends the Purchaser decorate both internally and externally as soon as possibly once the Purchased Structure or Product has been erected and accepts no responsibility for any damaged caused due to lack of decoration.

**7.02** The Company recommends using a good quality waterproof paint that is appropriate for the wood used in the Purchased Structure or Products Construction. Wood is not waterproof and can be greatly damaged due to not being correctly decorated.

**7.03** The Company recommends following your selected Paints instructions for how often to decorate the Purchased Structure or Product.

**7.04** The Company does not recommend the storage of wet or damp items within the Purchased Structures as they may lead to damp and mould problems.

**7.05** The Company recommends airing out the Purchased Structure regularly, by opening all doors or windows to allow adequate ventilation.

## 8.00 Liabilities

**8.01** The Company accepts no responsibility for damages that may be caused due to Timbers natural wear and tear through environmental or climate change. This includes, and is not limited to, splits, shrinkage, expansion, warping, variation in colour, natural imperfections etc.

**8.02** The Company does not accept liability or guarantee any works carried out by a 3rd party contractor.

**8.03** The Company accepts no liability for any future damages deemed to be the cause of poor maintenance, poor base construction, or the location of the structure or product.

**8.04** The Company accepts no liability for damages they deem to be caused by incorrect assembly by the Purchaser if installation is not purchased.