

January 2014

Terms and Conditions



PLEASE PRINT AND KEEP FOR YOUR RECORDS

Address: TRADITIONAL BUILDING SUPPLIES LTD, 11 ASHFORD ROAD  
FAVERSHAM, KENT, ME13 8XJ

**Product Description:** All quoted sizes are approximate to a reasonable degree of accuracy. If the size is critical then please call the office before purchasing. We are always happy to help with customer queries to ensure that you purchase exactly what you need. Please be aware that our stock is mainly comprised of reclaimed materials. These items will bear the wear and marks of their prior use and age. **Payment:** We accept all types of payment: Credit or debit card; online (through our website), PayPal; personal cheque, BACS transfer; bankers draft; postal order. For further details please contact our office. Payments can be taken over the telephone; however, the cardholder/signatory must be present at pickup. **Returns Policy:** The Company will accept the return of non-faulty goods under the proviso that the goods are in the same condition that they left its premises and are still fit for purpose. The cost of any additional works carried out on the purchased item at the Customer's request (i.e. painting, sandblasting), prior to delivery are non refundable, unless found to be faulty. Upon the return of the goods, in the aforementioned condition, a full refund will be given within 30 days subject to a 30% restocking charge. Transport for return may be arranged with the Company at an additional cost. **Privacy Statement:** The Company is fully compliant with data compliance and protections. Personal information is subject to our privacy policy and will not be used, disclosed or forwarded, in ways to which you have not consented. **Pricing:** Prices displayed on our website, EBay and in our own Company literature are inclusive of Value Added Tax (VAT); unless otherwise stated (both prices will be listed on each product page). Surcharges, where applicable, will be added to your invoice and detailed for your information.

**Ownership of Goods:** Title to the Goods shall remain the Company's and shall not pass to the Buyer until the purchase price for the all of the Goods invoiced has been paid for in full and received by the Company. Until title passes: the Company shall have authority to retake, sell or otherwise deal with and/or dispose of all or any part of the Goods; the Company and its agents and employees shall be entitled at any time and without the need to give notice enter upon any property upon which the Goods or any part are stored, or upon which the Company reasonably believes them to be kept; the Company shall not be liable for any consequential loss caused directly or indirectly by the removal and repossession of goods supplied due to non payment of invoices; the Buyer shall insure the Goods to their full replacement value, and arrange for the Company to be noted on the policy of insurance as the loss payee until the goods have been paid for in full. Irrespective of whether title to the Goods remains vested in the Company, risk in the Goods shall pass to the Buyer upon delivery. **Delivery by Post:** Delivery dates are approximate only unless arranged directly with our office. No liability is accepted with regard to late deliveries. Upon request we can supply estimated delivery dates. Purchasers are usually notified of confirmed delivery dates 2-3 days prior to dispatch. The Company will not be responsible for any delays in the delivery of goods or services, nor for any damages or loss caused to the Purchaser or other party as a consequence of this delay. The Company will endeavor to meet any special shipping requirements as a courtesy, but will not be held responsible for failure to meet these requirements. **Delivery by Pallet:** When shipped using this method deliveries are 'kerbside' only, unless otherwise agreed in writing. The Purchaser must warn the Company if there is restricted access, soft or

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graveled driveways. The haulage Company is under no obligation to remove items from the pallet, nor carry items into the Purchaser's property. Should the Company not be notified in advance of any restrictions in delivery access, or should the Purchaser or their representatives not be present to sign for the goods, the Company reserves the right to charge a redelivery fee should redelivery is necessary. For this type of delivery on standard service a forklift can be required at delivery address. The Company can arrange delivery with a forklift but this will be at an additional cost, please contact the office for more information. Often the items requiring a palletted delivery are very heavy; please ensure that either sufficient manpower, or lifting gear, is available to unload the pallet. For timed, and/or Saturday deliveries, the haulage Company levies additional charges, please contact the Company for details of these charges. Postage: Delivery Small items will be shipped by Royal Mail/business post/courier Company. The Company will not be held responsible for any failure of the pallet forwarding network or delivery service to deliver within any specified period. Acceptance of Deliveries: Please ensure that goods are unpacked when they are delivered and check them against the delivery note. Any goods damaged in transit must be reported to us within 24hours of delivery. The Company will not be held liable for any damaged goods if not reported to us within this time period. The Company cannot be held responsible for any damage occurring after delivery. Back Orders: Should any item requested by the Purchaser be on back order, the Company will endeavor to supply such goods as soon as possible; however, the Company will not be responsible for any delays in the delivery of goods or services, nor for any damages or loss caused to the Purchaser or other party as a consequence of this delay. **Availability of Goods:** Traditional Building Supplies Ltd is a busy working yard serving trade and domestic customers seven days a week with limited available stocks. If the Company has insufficient stock to deliver the goods ordered by you, we will notify you as soon as

possible and any sum debited from your credit card will be re-credited to your account and the Company will notify you by email at the address given by you in your order form. The refund will be made as soon as possible and in any event within 30 days of your order. The Company will not be obliged to offer any additional compensation for disappointment suffered. **Force Majeure:** No responsibility can be accepted by the Company for any failure or delay in performance which is wholly or partially due to an Act of God, War, Fire, Explosion, Riot, Civil Commotion, Restriction by Government or other competent authority, Strikes, Lock Outs, Failure in Supplies, or to any cause whatsoever beyond its control. **Post-Sales:** Items must be returned within seven days of receipt for a full refund – providing the item is in the same condition as it was when sold and the buyer must pay any transportation/shipping costs. A 30% restocking fee is applicable on all returned goods except faulty or damaged goods. **Guarantee:** The Company will replace any goods found faulty due to manufacturing or workmanship free of charge within this period, subject to the following conditions: the defect is not due to wear and tear, accident, misuse, improper operation or failure due to incorrect installation the cost of any labour is paid by the Purchaser proof of purchase is available in the case of a sectional radiator the Company reserves the right to change only the defective section the Company is not liable for any consequential loss caused directly or indirectly by any defect in its goods the benefit of this warranty is given to the first retail purchaser of the goods only; it is not assignable Returns Policy: The Company will accept the return of non-faulty goods under the proviso that the goods are in the same condition that they left its premises and are still fit for purpose. The cost of any works carried out on the purchased item (i.e.painting, sandblasting) under instruction from the customer, prior to delivery are non refundable, unless found to be faulty. Upon the return of such goods in the aforementioned condition a full refund will be given within 30 days subject to a 30% restocking charge. Transport for return may

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be arranged with the Company at an additional cost. Complaints: The Company takes its customer service provision very seriously. In the unlikely event that a customer may need to make a complaint, this must be put to the Company in writing within seven days, setting out the grounds of complaint. The Company will ensure that any such complaint is dealt with sensitively and in a timely fashion. Legal UK Law: These terms and conditions and any contract formed are subject to UK law and shall be dealt with under the UK legal system only. In these Terms and Conditions the term 'the Company' means Abode Engineering Ltd trading as Abode Renovation Faversham. 'Purchaser' refers to the purchaser of any goods or services and the term 'goods' refers to any item sold by the Company. Nothing herein referred to shall be deemed to have construed a relationship with any supplier or purchaser of the Company's products or services without the express written permission of the Company. By ordering and accepting delivery of goods from Traditional Building Supplies and or using the Company's website you agree to our terms and conditions. If you do not agree with our Terms and conditions you may not use our website shop or accept delivery of goods. Changes to This Agreement: The Company reserves the right to make changes to our site, policies, and these terms and conditions at any time. If any of these conditions shall be deemed invalid, void, or for any reason unforeseen, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition. Security: The Company endeavors at all times to adhere to best practice in respect of security. The Company bears no responsibility for any security breaches howsoever caused; however, it will act to the best of its ability to see that such breaches do not occur and to remedy such a breach in the unlikely event of it occurring. For web-based orders we use a secure processing system (PayPal) utilising Secure Socket Layer (SSL) technology. All credit card numbers are encrypted in the software and

the Company holds no credit card details after the order has been successfully placed. Privacy: The Company respects the privacy of its customers and the users of its web site and will never supply any personal details to third parties without permission. We are committed to acting in accordance with the Data Protection Act 1998. This Website: The Company own the copyright, trademarks and other intellectual property rights in all material and content on this website, which you may use, download, copy, publish, transmit or otherwise make available by any other means only for your own personal, non-commercial use. Any use of the Company's materials without written permission of from the Company is prohibited.

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