

Terms and Conditions

1. Interpretation

In these Terms and Conditions the following expressions will have the following meanings unless inconsistent with the context:

- 1.1 "**Company**", "**we**", "**us**", "**our**" means Marshalls Mono Limited of Station Works, Fenny Compton, Southam, Warwickshire CV47 2XB. Registered Office: Birkby Grange, Birkby Hall Road, Huddersfield, West Yorkshire, HD2 2YA. Registered Company Number 509579.
- 1.2 "**Customer**", "**you**", "**your**" means the person who places an order for Goods and whose order for the Goods is accepted by the Company.
- 1.3 "**Distance Selling Regulations**" means the Consumer Protection (Distance Selling) Regulations 2000.
- 1.4 "**Goods**" means any goods which we supply to you (including any part of the Goods) under these terms and conditions.
- 1.5 "**Site Preparation**" means preparation of the site and construction of a flat, level, concrete square base with an area, depth, strength and durability adequate to support the Goods.

YOU MAY HAVE OTHER RIGHTS GRANTED TO YOU BY LAW IN ADDITION TO THOSE SET OUT IN THESE TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS DO NOT AFFECT THOSE OTHER RIGHTS GRANTED BY LAW.

2. Site Preparation & Planning Approval

- 2.1 You are responsible for Site Preparation prior to the Goods being delivered and installed.
- 2.2 You must obtain all relevant planning permissions, buildings regulations, consents and other necessary approvals at your own expense before we can install the Goods. We will be able to guide you as to whether building consent is required and assist you with the application process if required.

3. Delivery

- 3.1 Delivery of the Goods shall be made to the address set out on your order form.
- 3.2 The price of the Goods shall include delivery and is valid for a period of up to 6 months from the date on the order acknowledgement form and order form sent to you. Delivery is to mainland England, Scotland and Wales, with certain areas incurring additional charges as per clause 3.3 below. Delivery time is typically 3 to 4 weeks for a standard size building. Delivery periods can vary according to season and all delivery times are estimates only and time of delivery will not be of the essence.
- 3.3 Delivery to mainland postcode areas AB, DD, IV, KW, PH and TR, will incur an extra delivery charge.
- 3.4 We will advise you of a delivery date upon receipt of your order. We will only deliver the Goods upon receipt of cleared funds of the full balance of your order. We reserve the right not to dispatch any Goods not paid in full.
- 3.5 You must advise us as soon as possible of any difficulties that may arise on delivery including any difficulties in accessing the site. There will be an additional charge for difficult and restricted access deliveries unless reasonable prior notice is given to us.
- 3.6 We will not carry the Goods through a house or outbuildings to deliver and/or install them.
- 3.7 In circumstances where access is restricted, we may leave the Goods in the nearest practical position rather than return the Goods to our depot.
- 3.8 The price of the Goods includes the cost of delivery to approximately 23 metres (25 yards) from where we can park the delivery lorry in order to access the site over reasonably flat and firm ground.
- 3.9 Any failed or abortive deliveries of the Goods which are caused by you not providing adequate access will attract a return delivery charge of up to £175.00. which is calculated as a proportion of the delivery cost.

4. Installation by Us

Where we have agreed to install the Goods:

- 4.1 We will advise you by telephone or in writing of the date the Goods will be installed, where installation is part of the agreed package. All installation times are estimates only.
- 4.2 You do not need to be present while we install the Goods provided that the appropriate Site Preparation has been carried out and you have signed the order form confirming the positioning of the Goods.

- 4.3 If your base is larger than the minimum size/dimensions we have advised you of, we will require you to be present on site to advise our installation team of the exact position you require the Goods to be installed.
- 4.4 You will be responsible for the costs of re-siting the Goods if the base is not prepared and laid with the correct dimensions and the installation team are unable to install the Goods.
- 4.5 We reserve the right to make an abortive visit charge of up to £75.00 if we are unable to install the Goods on the base because the Site Preparation is incomplete or defective or the site is not the correct size. The abortive visit charge is calculated on the basis of the wasted time and travel incurred by the installation team who are unable to install the Goods.

5. Risk and Property

- 5.1 Risk in the Goods will pass to you once the Goods are loaded onto our delivery vehicle. Until you own the Goods, you must insure the Goods for their full value from delivery and until installation is complete.
- 5.2 You will own the Goods once you have paid us our total charges in relation to the Goods and (if applicable) installation.

6. Cancellation

- 6.1 Under the Distance Selling Regulations 2000 you have the right to cancel your order within 7 working days after the Goods are delivered as long as the Goods have not been installed.
- 6.2 To exercise your right of cancellation, you must give written notice to us by letter or email quoting your Customer number and order number. If you exercise your right of cancellation under the Distance Selling Regulations 2000 after the Goods have been delivered to you but not yet installed, you will be responsible for returning the Goods to us at **Robinsons Greenhouses, Compton Buildings Limited, Station Works, Fenny Compton, CV47 2XB**. We can arrange haulage for the return of the Goods. This will be at the Customer's expense.
- 6.3 You must take reasonable care of the Goods once you have exercised your right to cancel under the Distance Selling Regulations 2000. We will refund you any sum paid by you or debited from your credit or debit card for the Goods within 30 days of cancellation.

7. General

- 7.1 **WE ARE NOT LIABLE FOR ANY DEATH, LOSS OR INJURY SUSTAINED DURING OR AFTER THE DELIVERY OF OR INSTALLATION OF THE GOODS UNLESS SUCH DEATH, LOSS OR INJURY IS DUE TO OUR NEGLIGENCE OR BREACH OF THESE TERMS AND CONDITIONS.**
- 7.2 If we or you choose not to rely on any of our or your rights under these terms and conditions, this does not affect our or your liability to rely on these same rights in future.
- 7.3 The Company provides a 10 year structural guarantee for the aluminium framework of the Goods from the date of purchase. We will provide you with details of this guarantee upon request..
- 7.4 We may assign this contract for the supply and installation of the Goods between you and us at any time and may subcontract our responsibility for fulfilling any of our obligations under these terms and conditions at any time.
- 7.5 No one else shall be able to enforce any of the terms set out in these terms and conditions.
- 7.6 Substitute Goods may be offered but only with the consent of the Customer prior to dispatch.
- 7.7 Any notice required to be given under these terms and conditions shall be in writing. You shall send any notice to **Robinsons Greenhouses, Station Works, Fenny Compton, CV47 2XB** or by email to sales@robinsonsgreenhouses.co.uk. We will send notices to the address which you have provided on your order.
- 7.8 The formation, existence, construction, performance, validity and all aspects whatsoever of these terms and conditions will be governed by English law. The English Courts (if you live in England), Scottish Courts (if you live in Scotland) or Welsh Courts (if you live in Wales) will have exclusive jurisdiction to settle any disputes which may arise out of or in connection with these terms and conditions. You and we agree to submit to that jurisdiction.