

# Terms & Conditions of Sale



## 1. Interpretation

In these Terms and Conditions the following expressions will have the following meanings unless inconsistent with anything specified in the Order Confirmation issued by RAPOD Garden Rooms Ltd following receipt of your order:

- 1.1 "Company", "we", "us", "our" means WB Timber Innovations Ltd, trading as RAPOD Garden Rooms,
- 1.2 "Customer", "you", "your" means the person or business placing 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 "Doorstep Selling Regulations" means the Cancellation of Contracts made in a Consumer's Home or Place of Work etc. Regulations 2008.
- 1.5 "Goods" means any Goods which we supply to you under these terms and conditions.

## 2. Planning Approval

2.1 You must obtain all relevant planning permissions, building regulation consents and other necessary approvals at your own expense and risk before we can install the Goods. We may 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 to mainland England, Scotland and Wales (save for those areas specified in 3.3 below) and is valid for a period of up to 6 months from the date on the order form, (or, where no date is shown on the order form, the order acknowledgement sent to you). In the event of a change in the VAT rate we reserve the right to adjust the price accordingly. Delivery time is typically 3 to 4 weeks after receipt of the information specified in clause 3.4 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 the Channel Islands, the Republic of Ireland, Northern Ireland, the Isle of Man and the Isle of Wight, will incur an extra delivery charge.
- 3.4 We will not advise you of a delivery date until:
  - 3.4.1 We have received cleared funds of the full balance of your order, except where trade credit has been specifically authorised;
  - 3.4.2 You have confirmed that the appropriate building approval/consent has been obtained or is not required; and
  - 3.4.3 You have returned your completed **Help the Driver** form.
- 3.5 Upon receipt of the completed **Help the Driver** form we will confirm delivery date with you one week before the anticipated week commencing delivery date. 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 and the details are specified on the **Help the Driver** form, and agreed by 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 deliver the Goods to the nearest practical location to the delivery address rather than return the goods to our depot and the Goods shall be at your risk following any such delivery.
- 3.8 "Delivery" for the purposes of these terms means delivery to a location within 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 delivery of the Goods which are caused by you not providing adequate access will attract a return delivery charge of a minimum of £250.00 which is calculated as a proportion of the delivery cost.

## 4. Installation by Us

- 4.1 We will advise you by telephone or in writing of the date the Goods will be installed which normally takes place on the day of delivery of the goods.
- 4.2 You do not need to be present while we install the Goods provided that you have provided written confirmation of the positioning of the Goods.

## 5. Risk and Property

- 5.1 Risk in the Goods will pass to you once the Goods are delivered. Until you own the Goods, you must insure the Goods for their full value from delivery.
- 5.2 Notwithstanding risk in the Goods passing when delivered, you will only own the Goods once you have paid us the full price of the Goods and installation, together with any other amount you may owe us for delivery charges.

## 6. Cancellation

- 6.1 Under the Doorstep Selling Regulations if your order was placed during a visit by our Agent to your home you have the right to cancel your order within 7 working days of placing your order, providing the Goods haven't been delivered. Where you have agreed in writing for the Goods to be delivered before the expiry of the 7 day cancellation period, you may no longer have the right to cancel. Full details of your rights to cancel and details of how to do so are provided at the time of placing your order.
- 6.2 Subject to 6.3 and 6.4, a cancellation charge of £100 will be payable in the event of an order being cancelled three weeks or more after the date the order was placed and more than 14 days before delivery. Orders cancelled less than 7 days before delivery will be subject to a further cancellation charge equal to the additional costs incurred by us. These charges are to reimburse us for the abortive costs incurred in meeting your order.
- 6.3 To the extent that the Distance Selling Regulations apply to your purchase of the Goods, you have the right to cancel your order within 7 working days after the Goods are delivered providing the Goods have not been installed.
- 6.4 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 after the Goods have been delivered to you but not yet installed, you will be responsible for returning the Goods to us at your cost to RAPOD Garden Rooms. You should contact us if you want us to arrange haulage, at your own expense, for the return of the Goods.
- 6.5 You must take reasonable care of the Goods once you have exercised your right to cancel under the Distance Selling Regulations. We will refund any sum paid by you or debited from your credit or debit card for the Goods within 30 days of cancellation, subject to receipt of the returned goods.

## 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 YOUR 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 Each clause of these terms & conditions is to be treated separately and the unenforceability of any single term or condition shall not affect the remaining terms and conditions, which shall remain in full force and effect.
- 7.4 The Company provides a 10 year structural guarantee for the Goods from the date of purchase. We will provide you with details of this guarantee upon request.

Registered in England No. 7529871

wb timber innovations t. 01675 44 3645  
Old Station Road f. 01675 44 3095  
Hampton in Arden, Solihull e. info@timberinnovations.co.uk  
West Midlands, B92 0HB www.timberinnovations.co.uk

7.5 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.

7.6 No one else shall be able to enforce any of the terms set out in these terms and conditions.

7.7 If we are unable to supply the Goods, we may offer substitute Goods but in this case we will only proceed with your order if you have consented to the substitution prior to dispatch.

7.7.1 We reserve the right at any time to make changes to the specification of Goods. Changes which do not materially adversely alter the appearance, performance or quality of the

Goods will not be notified prior to dispatch.

7.8 Any notice required to be given under these terms and conditions shall be in writing. You shall send any notice to

**WB Timber Innovations Ltd t/a Rapod Garden Rooms, Old Station Road, Hampton-in-Arden, Solihull, West Midlands B92 0HB** or by email to [sales@rapod.co.uk](mailto:sales@rapod.co.uk). We will send notices to the address which you have provided on your order.

7.9 The formation, existence, construction, performance, validity and all aspects whatsoever of these terms and conditions will be governed by English law and any dispute in respect of the contract or any other matter arising in connection with it shall be subject to the exclusive jurisdiction of the Courts of England & Wales.

7.10 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.

7.11 We may use photographs of your installation within the context of your property for publicity purposes. We will never disclose your personal details to a third party, identifying the project by initials and broad area only.

#### **8. DATA PROTECTION ACT 1998**

8.1 The personal information supplied by you on the order form will be used for internal record keeping to enable us to process your order. We may also use your details to send you information about similar products of interest, and customer satisfaction questionnaires from WB Timber Innovations or other associated companies in our Group. If you would prefer not to receive any additional communication from us, please advise us by writing to: **WB Timber Innovations Ltd t/a Rapod Garden Rooms, Old Station Road, Hampton in Arden, Solihull, West Midlands B92 0HB** or e-mail us at [sales@rapod.co.uk](mailto:sales@rapod.co.uk).

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