



## **Terms and Conditions**

### **Empress Fencing Ltd**

**July 2023**

These are the Terms and Conditions of Empress Fencing Ltd registered number 04449240 (Empress Fencing).

#### **1. General**

- a. 'Client' is any person, organisation or business that has contacted Empress Fencing requesting information, or who has entered a Contract with Empress Fencing for the manufacture and/or supply of fencing materials, coal and timber products. (the Products)
- b. 'Contract' – The legal agreement between Empress Fencing and the Client for the provision of the Products.
- c. 'Website' - <https://www.empressfencing.co.uk>.
- d. 'Charge' - The sum payable for the provision of the Products as agreed with the Client and any additional sums agreed between the parties including a delivery charge if appropriate.
- e. 'Payment' – For direct sales is by cash, BACS, or card. Online sales are by Stripe.
- f. 'Site' - the office and shop at Empress Sawmills, Clitheroe Road, Chatburn, Clitheroe Lancashire BB7 4JY.
- g. 'Days' - All the days in a week excluding weekends and Bank Holidays.
- h. These terms and conditions and the Contract will represent the whole of the terms between Empress Fencing and the Client. Any changes to these must be agreed in writing by Empress Fencing.
- i. The Client will have the opportunity to read these terms and conditions and any questions answered before placing an order and entering a Contract and so the Client is accepting these terms and conditions by entering the Contract.

#### **2. The Contract**

- a. Upon receipt of any enquiry from a Client, Empress Fencing will inform them what is available, the Charge and any other relevant information.
- b. If the Client wishes to proceed, they will make an order and the Contract is made when Empress Fencing acknowledges such order and any monies required at that stage have been received by them.
- c. Empress Fencing will use their best endeavours to answer all questions and requirements from the Client, but this is subject to reasonable use of their time.

### **3. Changes to the Contract**

- a. Clients are requested to call to discuss any proposed changes to the Contract to ascertain the practicality of what they request.
- b. Any changes to the Contract may incur an increase in the Charge.
- c. For bespoke Products materials will be ordered once the Contract is made, and work commenced on producing the Products requested. The Client must accept that it may not be possible to change the Contract without paying for a second set of charges.
- d. Empress Fencing may make minor changes to a Product if they believe it will provide a better result for the Client.

### **4. The Products**

- a. At the outset Empress Fencing may give the Client options of what is available for them in accordance with their budget. However, Empress Fencing do not give the Client advice as to which Product is best suited to their needs just a range that may be suitable. The final choice as to which Product is best suited to them and which to purchase is always the decision of the Client.
- b. The Client may be shown examples of the Products available, but materials supplied will vary slightly from the example. One piece of wood is never totally the same as another.
- c. Empress Fencing will make every attempt to ensure that any Product supplied matches the example or description given but any minor or immaterial variation between an example or description will not allow the Client to reject the Products supplied or withhold payment or claim compensation.
- d. The Client must also accept that an order using a certain wood may be different from a different order using the same material.

### **5. The Charge**

- a. The Charge must be paid as agreed. Generally, payment must be made with the order.
- b. All invoices must be paid in full without set-off, deduction or counterclaim.
- c. Any invoice not paid within 14 days of issue will incur interest at 8% per annum above base rate until paid in full along with debt collection fees.

### **6. Cancellation Policy**

- a. If the Client wishes to postpone or cancel a delivery, they must give Empress Fencing at least 48 hours' notice or the Client must pay a second delivery charge.
- b. If the Client wishes to cancel the provision of the Products, they must pay Empress Fencing for all time spent and materials used to date of cancellation.
- c. Empress Fencing reserves the right to cancel an order without liability if they are unable to supply the Products ordered due to events beyond their control.

## **7. Collection and Delivery**

- a. Orders to be delivered both in person and online will be subject to a minimum order value or Empress Fencing reserve the right to charge an additional delivery charge.
- b. Empress Fencing will arrange a mutually convenient date to deliver the Products ordered. They will normally call the Client before the delivery to ensure that the delivery can proceed.
- c. The Client must inform Empress Fencing of any issues that could make delivery of the Products challenging. This includes but is not limited to poor or narrow access, steep access, or other difficult access. Pets must be controlled.
- d. The Client must ensure that the access is left clear and any items that could restrict access are moved prior to arrival. Adjacent roadways and drives must be wide enough to accommodate the vehicle of Empress Fencing.
- e. Any log deliveries will be tipped off the vehicle in what the delivery driver considers to be a suitable spot. They will not move the logs to any space for permanent storage and that is the responsibility of the Client.
- f. All deliveries will be placed in a position the delivery driver considers to be the easiest and most convenient spot at the delivery address unless agreed otherwise in advance.
- g. Any delivery dates specified are approximate estimates only unless agreed in writing by Empress Fencing. Time is not of the essence for delivery. Empress Fencing will deliver as soon as possible and normally within 5 working days.
- h. The Client must cooperate with arranging a prompt delivery date. If the Client does not arrange a convenient delivery date within 14 days of being notified delivery can occur, then Empress Fencing is entitled to charge storage fees until they are able to deliver.
- i. If delivery is arranged but upon Empress Fencing attending at the premises on the date agreed, they are unable to deliver the Products with them properly or safely then they reserve the right to charge the Client a second delivery Charge which must be paid before a second attempt at delivery is made.
- j. No delay shall entitle the Client to reject any Products.
- k. If the Client requires delivery by a certain date, then this must be communicated in writing to Empress Fencing before the Contract is entered. Empress Fencing is only bound by such date if they confirm acceptance of this in writing.
- l. If an item is purchased for collection, the Client must cooperate with arranging a prompt collection date within 14 days of being notified it is ready. Collection of the whole order must be made in one go within the 14 days. Items arranged for collection, cannot be collected in part. If this does not happen, Empress Fencing is entitled to charge storage fees until they are able to collect.

## **8. Purchase of Products Online**

- a. This clause will not apply to Products purchased by a Client in the course of business.
- b. This will only apply to qualifying Products. Any Product made to measure or otherwise personalised for a Client is excluded.
- c. The Client will have the right to cancel their order up to 14 days from receipt of the Products. If the Client wishes to cancel, they must inform Empress Fencing in writing as soon as possible and in any event within the 14-day period.
- d. Any Products cancelled must be returned to and received at the Site or other address advised by Empress Fencing for the purpose, at the expense and risk of the Client, within 14 days of informing Empress Fencing of their wish to cancel.

- e. Once the Products have been returned the Charge including the basic original delivery charge will be refunded to the Client within 14 days of receipt of the returned Products.
- f. Empress Fencing reserve the right to make a deduction from the refund for any loss in value of the Products due to the actions of the Client including any missing or damaged Products. This will include but not limited to missing logs and /or coal and to repack any nets that have been broken open.
- g. The Client must keep all Products safe and dry whilst in their possession and care. Any kiln dried logs that become wet whilst out of the control of Empress Fencing will require sending to be dried again before they can be resold, and this cost will be deducted from any refund of the Charge. This will apply to any returned Products that have to be processed in any way before they can be resold.

## **9. Regulations**

- a. Empress Fencing are authorised wood fuel suppliers on the Biomass Suppliers List (BSL). This means that their woodchip meets the eligibility requirements for the Renewable Heat Incentive scheme which covers biomass boilers, solar water heating and certain heat pumps.
- b. Empress Fencing are registered with the Ready to Burn scheme. This scheme is for fuels that are legal to burn at home in compliance with the new air quality regulations.

## **10. Risk and Title**

- a. The risk in the Products shall pass to the Client and they will become their responsibility when they are delivered to the Client or the Client's premises or property, or other premises as requested. The Client should insure them from that time.
- b. Title to the Products will pass and they will be the Clients property when the Charge has been paid in full.

## **11. Limitation of Liability**

- a. Should Empress Fencing be prevented, hindered or delayed from performing their obligations under the Contract by circumstances outside of their control (including without limitation acts of God, flood, drought, earthquake, other natural disasters, epidemic or pandemic, a terrorist attack, war, civil commotion or riots, war, the threat of or preparation for war, armed conflict, the imposition of sanctions, embargo or breaking off diplomatic relations, nuclear, chemical or biological contamination, any law or action by government or public authority, the collapse of buildings, fire explosion or accident, any labour dispute or strike, non-performance by suppliers or subcontractors, interruption or failure of utility service, any action or order from the government, travel restrictions )Empress Fencing shall be relieved from performing their obligations and will not be in breach of the Contract or otherwise liable for any such failure or delay in the performance of such obligations.
- b. Empress Fencing is not liable for any indirect or consequential losses to the Client or any third party.
- c. The Contract is exclusive to the Client and no third party shall have any rights under that Contract.
- d. Where Empress Fencing advises against a course of action, including the use of certain materials and procedures they will not accept any liability if the Client insist on proceeding against that advice.

- e. The Client is liable for any reasonable costs, liability, damages, loss, claims, or proceedings arising from loss or damage to any equipment or injury to Empress Fencing, their employees and agents caused by the Client, its agents, or employees.
- f. If requested Empress Fencing may provide the names of third parties, they believe have the skills to provide any services required by the Client such as erecting a fence or fitting gates. However, it is for the Client to decide if any particular person or business meets their requirements and agree any services directly with the third party. Empress Fencing has no liability for the services of any third party provided to the Client and will not be involved should any issues occur.
- g. Empress Fencing provide information for actions related to the Products on the Website. These include but are not limited to measuring an opening for a size of gate to be made or fitting it afterwards. These are only general guidance not specific instructions as each site is different. If the Client has any issues, they should consult a professional who can come and measure anything and fit or erect it afterwards to ensure a good result.

## **12. Intellectual Property**

- a. All copyright, trademarks, and all other intellectual property rights in all Products, designs, labels, any materials, logo, marketing materials, branding or copy (all jointly called the Materials) shall remain always vested in Empress Fencing. Any attempt to copy any Materials, or manufacture, reproduce, transmit, publish, display exploit, or create derivative Materials shall render the Client liable for damages.
- b. If the Materials supplied by Empress Fencing are used by a third party for any purpose, not in the Contract the Client will be liable to Empress Fencing for damages and any legal costs. They must take appropriate steps to ensure such use ceases immediately.

## **13. Commercial Clients**

- a. Where the Clients are not private individuals purchasing goods or services for their own personal use this section will apply replacing other clause in these terms and conditions where they are not consistent.
- b. The liability of Empress Fencing will be limited to the return of the Charge to the Client.
- c. The Contract is exclusive to the Client and no third party shall have any rights under that Contract.
- d. Empress Fencing has no liability for any loss of profits, goodwill, reputation, special or indirect loss or any other business losses or interruption.
- e. Empress Fencing does not exclude liability for death or personal injury caused by the negligence of Empress Fencing or their employees, agents or subcontractors or fraud or fraudulent misrepresentation or any other liability that cannot be excluded by law.
- f. The Client will keep all personal data it obtains about Empress Fencing and its employees, agents, or subcontractors in accordance with UK GDPR.
- g. The Client will keep all information it obtains about Empress Fencing including its processes that is not in the public domain confidential.
- h. The title to any Products will not pass to the Client until all Charges have been paid in full. Empress Fencing has the right to enter the premises of the Client or such other place that the Products are stored to recover those Products should payment not be received as agreed.
- i. The Client is deemed to have accepted the Products forty-eight hours after receipt.

## **14. Data Protection and Confidentiality**

- a. Empress Fencing will take all reasonable care to keep all personal data supplied by the Client in accordance with the UK General Data Protection Regulations (GDPR) and general UK legislation as set out in their current Privacy Notice.
- b. Empress Fencing will take all reasonable care to keep all personal data confidential.
- c. Clients may be contacted by Empress Fencing with marketing material about their Products and services. The Client will always have the option to unsubscribe from such marketing materials. Clients' data will never be passed to third parties for marketing purposes.
- d. Empress Fencing reserves the right to take photos of any Products including bespoke Products for use in their marketing materials including social media. The Client will never be identified without their written consent.

## **15. Complaints**

- a. The Client must inspect any Products purchased once they take possession of them and raise any problem or complaint it has with the Products immediately the issue arises and confirm this in writing within seven days.
- b. Following any issues Empress Fencing will seek to find a mutually acceptable solution for all parties.
- c. If the Client is dissatisfied, they must discuss the situation with Empress Fencing and give them the opportunity to do further work or replace the Products if they accept it is needed. If the Client should not do this but engage a third party to do work on the Products, then the Charge remains payable, and Empress Fencing will not accept responsibility for the charges of the third party.

## **16. Severance**

If any part of these terms and conditions shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from the terms and conditions and shall not affect the validity and enforceability of any of the remaining provisions.

## **17. Notices**

Any notices served under the Contract, or these terms and conditions must be address to the address on the Contract or such other address provided by that party. Notices can be given by email to any email address agreed for that purpose. Legal proceedings cannot be served by email.

## **18. Waiver**

The waiver by Empress Fencing of a breach, default, delay, or omission of any of these terms or the Contract by the Client will not be construed as a waiver of any preceding or subsequent breach of the same or other provisions.

## **19. Transfer**

The Client may not transfer any of their rights under the Contract to any third party.

## **17. Law**

These terms and conditions and any dispute or claim arising from or in connection with them or the Contract shall be governed by the laws of England and Wales. The parties irrevocably agree that the courts of England and Wales will have exclusive jurisdiction to deal with any dispute or claim arising from these terms and conditions.