

## TERMS AND CONDITIONS

### TERMS AND CONDITIONS OF SALE

All orders are subject to our general terms and conditions of sale.

All products subject to availability dates of delivery from suppliers, and may be extended or cancelled without notice due to production issues.

All images photographs are for guide purposes only and are not a guarantee of the appearance of the product.

All sizes are approximate and certain sizes are nominal.

Pallets returned must be with the white copy of the receipt only.

Alterations and amendments may appear on our website without notice.

You are responsible for all orders placed on our website using your unique password.

You are required to notify AWBS if you suspect someone else has breached our security.

All goods remain the property of Adrian White Building Supplies until paid for in full.

We reserve the right to collect from site unpaid materials.

Our area calculation guide for aggregates is used for approximate estimation only.

### PRICING AND METHODS OF PAYMENT

All prices are subject to change without notice.

Payment must be made in full for all goods before delivery.

Payment may be made by credit or debit card on line and in addition by cash in store.

Any delivery charges due will be shown separately on your itemised bill.

All prices shown on site and on your receipt are inclusive of VAT.

### TRADE AND QUANTITY DISCOUNTS

Further discounts may be offered for large orders and trade enquiries, please contact any of the depots to receive a quote.

### DELIVERY TERMS AND CONDITIONS

Once payment has been received in full and your order processed, you will be notified at the time or contacted by email or telephone confirming your purchase and notification of the anticipated delivery date, times cannot be given. If the date provided is unsuitable please get in touch and we will re-arrange the delivery date.

### FREE OF CHARGE DELIVERY

We offer free delivery to all customers that fall within selected postcodes within the vicinity of our showrooms in Oxfordshire and Wiltshire and surrounding areas. You are able to check your postcode on our free delivery banner on the front page of the website or by contacting one of our depot staff. Any charges due will be displayed separately on your itemised bill. Free of charge delivery will normally be undertaken with our own specialised vehicles. Items in stock will often be delivered the next working day or the day after but we will undertake to complete your delivery within seven working days of placing the order. Non standard items that require ordering from our supplier may take longer.

Our drivers and couriers are instructed to deliver to the kerbside and not leave the hard road or leave products on public property. If you or your agent requests a delivery to be made off the public highway, this will be at the drivers discretion and only if it is safe to do so, irrespective of any pre arrangements made in advance with the company. You may be required to sign a card to obtain an indemnity against any damage incurred if you are present on site. We accept no responsibility for any damage incurred to customers or their agent's property or our materials if our vehicle is invited off the public road or we are asked to crane over walls and fences etc.

Examples of damage are to manholes, tarmac indentation, overhead cables, and gate posts. Drivers are instructed not to drive on ground such as mud, verges, or grass.

Courier deliveries may be unloaded using a hand pallet truck. On these occasions the driver will be unable to move your delivery on uneven or gravelled areas.

A delivery by couriers normally occurs between 7am and 6pm Monday to Friday.

Outside couriers are not responsible for any additional lifting or carrying of materials, nor do they deliver items to multiple addresses.

Collection from any of our showrooms is free of charge.

### DELIVERIES INCURRING A CHARGE

All postcodes displaying a charge are calculated based on our courier's rates, with no added extras.

We publish our zone rates up front on our website, which will be displayed to you when you click on the delivery balloon on the right of the screen on the home page.

Deliveries by couriers normally occur between 7am and 6pm Monday to Friday.

Collection from any of our showrooms is free of charge.

**Please Note:** Working days are classified as Monday to Friday and exclude bank holidays.

Delivery times apply to items in stock.

If any items are out of stock we will contact you and either organise a refund or give you an estimated time of availability.

Some offers and discounted products may be exclusive to the internet store only and may vary from depot prices. For those customers who live in some remote rural areas our delivery service may be extended by two working days or we may contact you to advise that your address is not serviceable.

Delivery to an address other than your billing address is permitted.

### PREPARATION FOR RECEIPT OF DELIVERY

When contacted by AWBS or our courier to arrange delivery please:

Confirm address details and leave a daytime telephone number so that we can contact you if necessary on the day of delivery.

Ensure the delivery area is accessible to a vehicle, flat and solid enough to take the weight of the delivery.

Access may be required for a vehicle up to 20 tonnes. Please notify us of any delivery constraints in advance. For example, weight limit, restricted street access, or soft ground. If the vehicle is unable to deliver due to access, your order may be returned to us or the couriers depot where storage charges and re-delivery charges may be added. It is advisable to have someone taking delivery that is able to help the driver unload if required.

### YOUR RIGHTS TO CANCEL WHEN BUYING OFF THE PREMISES

Under The Consumer Contracts Regulations of 2013 you have a right to cancel.

Your right to cancel will expire after fourteen working days, starting the day after the day that you received the goods. If you wish to exercise these cancellation rights, then please contact us at the following email address: office@awbsltd.com quoting your order reference number.

If you have received the goods prior to you cancelling your contract you must arrange for AWBS to collect your order. Once you have notified us you are cancelling your contract, we will re-credit your credit or debit card account as soon as possible and within a period of 30 days starting with the day cancellation was given. The goods in question must be returned in the same condition as originally delivered. The goods will need to be repackaged and made secure by you ready for collection; if you cancel your order then you will be responsible for the cost of returning the goods to us. We will be entitled to charge for the costs of recovering the items from you. Including any damage judged by the courier or ourselves to have been caused by unsuitable packaging for the return of the items or the materials have been marked, soiled or damaged.

### YOUR RIGHTS TO CANCEL WHEN ORDERS PLACED IN STORE

You have no rights to cancel orders placed in store. However we may consider items for return and credit at our discretion and are subject to a minimum 20% handling charge. This will be increased 50% for bulk bags of aggregate.

Multi buys or special offers cannot be exchanged or refunded if not required.

All special orders that are non-stock items must be paid for in full prior to ordering and may incur a delay in delivery, and are subject to a non-refund or return policy. Proof of purchase is always necessary.

### OUR RIGHT TO CANCEL

We have insufficient stock available to deliver within 28 days.

We believe a fraud has taken place.

Any of the goods you ordered were incorrectly listed or priced on our website.

We will contact you as soon as possible and will re-credit your credit or debit card within 28 days of your order.

### SHORTAGES AND DAMAGES

We will have no liability if you fail to notify us of any items that are damaged or of incorrect quantity by email, telephone or in writing within 5 working days of delivery. On notification within this timescale we will endeavour to resolve your issues.

### OVER ORDERING

We cannot be held responsible for any under or over ordering, any reference to sizes and dimensions within the product description are purely for guide purposes only.

### COLOURS

Variation in colour and shades of all products is unfortunately unavoidable and must be accepted.

This policy does not affect your statutory rights.

### PAVING

All paving, both natural stone and manufactured, may be subject to natural occurrences such as efflorescence, weathering, staining and rust marks. This is NOT a manufacturing defect.

### SOFTWOOD

All softwood timber products are prone to warping, cracking, twisting and splitting, and weathering, however this is NOT a manufacturing fault but a natural process that can occur when the moisture content in a piece of timber changes unevenly, usually due to seasonal changes, weather and air humidity. Timber has a natural tolerance in terms of how much it can expand and contract and the timber will normally return to its previous form when the weather stabilises.

Date: 19/08/2021