

RodStation Standard Terms & Conditions for Supply of Goods & Services

1 DEFINITIONS

In this document the following words shall have the following meanings:

- 1.1 "Customer/You" means any person who purchases Goods and Services from the Supplier;
- 1.2 "Goods" means the Goods that we are selling to You as set out in the Order;
- 1.3 "Services" means the services that We are providing as set out in the Order
- 1.4 "Order" your online Order for Goods and Services
- 1.5 "We/Us/Supplier" means Rodstation Limited of Unit 42 Vale Business Park, Llandow, Cowbridge, Vale Of Glamorgan, CF71 7PF.
- 1.6 "Our" means items owned, operated or published by Rodstation Limited.
- 1.7 "Terms and Conditions" means the terms and conditions of supply set out in this document and any special terms and conditions agreed in writing by Us.
- 1.8 "Event Outside of our Control" has the meaning given to it in Clause 11 below.

2 GENERAL

- 2.1 These are the Terms and Conditions on which We supply Goods, Services or Goods and Services to You.
- 2.2 Please ensure that You read these Terms carefully, and check that the details on the Order and in these Terms and Conditions are complete and accurate before You submit the Order. If You think that there is a mistake or require any changes, please contact Us to discuss. We will confirm any changes in writing to avoid any confusion between You and Us.
- 2.3 When You submit the Order to Us, this does not mean that We have accepted your Order for Goods and/or Services. Our acceptance of the Order will take place when we issue a written acceptance of your Order. If We are unable to supply You with the Goods and/or Services, We will inform You of this in writing and We will not process the Order.
- 2.4 These Terms will become binding upon You and Us when We issue You with a written acceptance of an Order at which point a contract will come into existence between You and Us.
- 2.5 Our website is solely for the promotion of Our Goods in England and Wales. Unfortunately, we do not accept orders from or deliver to addresses outside of the UK.
- 2.6 The images of the Goods on Our website or in Our brochure are for illustrative purposes only. Although We have made every effort to display the colours accurately, We cannot guarantee that your computer's display of the colours and/or printed pictures accurately reflect the colour of the Goods. Your Goods may vary slightly from those images. Although We have made every effort to be as accurate as possible all sizes, weights, capacities, dimensions and measurements indicated on Our website and Our brochure have a 2% tolerance.

3 CHANGES TO ORDER

- 3.1 You may make a change to the Order for Goods and/or Services at any time before We dispatch the Goods or start date for the Services by contacting Us, except in the Case of made-to-measure Goods. Where this means a change in the total price of the Goods, we will notify You of the amended price in writing.
- 3.2 If You wish to cancel an Order before it has been fulfilled, please see your right to do so in Clause 9. In the case of made-to-measure Goods, unfortunately, because We make these Goods to your specific requirements, You will not be able to cancel an Order once it has been started to be made.
- 3.3 You will be notified as soon as possible if any Goods are out of stock after the Order has been placed. You will be entitled to cancel your complete Order or We will notify you when we anticipate the Goods will be back in stock to complete your Order.

4 MADE TO MEASURE GOODS

- 4.1 We make the Goods according to the measurements You provide to Us. You can find information and tips on how to measure on our website or by contacting Us.

- 4.2 Please make sure that your measurements are correct and accurate. Unfortunately, We cannot accept the return of made-to-measure Goods if the reason for the return is because You provided us with incorrect measurements. However, this will not affect your legal rights as a consumer in relation to Goods that are faulty or not as described.

5 DELIVERY

- 5.1 All deliveries will be 'Economy' which is 2-3 business days from despatch
- 5.2 Orders received by MIDDAY will be despatched on the next working day unless lead times are specified.
- 5.3 Normal delivery times are between 9 a.m. and 5 p.m.
- 5.4 Saturday delivery is available at an additional charge of £35, but orders must be received by MIDDAY THURSDAY otherwise it will be delivered the following Saturday.
- 5.5 Delivery to mainland Wales and England only.
- 5.6 Your phone number will be forwarded to the carrier so that they can contact You should any issues arise.
- 5.7 All deliveries are made to the kerb side at the address specified by You. It is your responsibility to ensure that You have the facilities and persons required to take the delivered Goods into your property. The Delivery driver is not expected to manoeuvre the Goods beyond the rear of the vehicle but will always be as helpful as possible where conditions allow.
- 5.8 It is your responsibility to ensure that there is good hard road access to the address to enable safe unloading of the Goods. We reserve the right to refuse to make delivery if it is found that there is no good hard road access to the address, or suitable area to unload the Goods, to enable safe unloading of the Goods. If You have any concern about access to the address where Goods are to be delivered please contact Us as soon as possible as it may be possible to make more suitable arrangements for delivery. In the event that an alternative delivery method is necessary the cost for delivery may vary and You will be advised in writing of any changes.
- 5.9 All goods must be checked immediately on arrival and delivery paperwork signed to confirm that the Goods are correct and in good condition. If any of the Goods appear to be damaged You must promptly notify Us and it is essential that any damaged, missing or alleged unacceptable Goods and/or packaging is written on the delivery note when You sign on receipt of the Goods. If You fail to give such notice within three days of receipt of the Goods, the Goods shall be deemed to be in all respects accepted and the Customer shall be bound to accept and pay for the Goods accordingly.

- 5.10 The Goods will be your responsibility from the completion of delivery (if You use our nominated carrier) or from when You or your nominated carrier collect the Goods from us

- 5.11 It is your responsibility to off-load the Goods at the delivery address and to do so in a safe manner. Any damage caused during or as a result of off-loading the Goods is your sole responsibility.

- 5.12 Deliveries can only be made to the card holders address.

- 5.13 Whilst we make every effort to deliver all your goods in the agreed time, we will not be liable if we fail to do so in part or in full due to circumstances beyond our control

6 PRICE AND PAYMENT

- 6.1 The price of the Goods and/or the Services will be as set out on the online store or brochure at the time of Your confirm your Order. Our prices may change at any time but will not affect Orders that We have confirmed with You.
- 6.2 These prices include VAT. However, if the rate of VAT changes between the date of the Order and the date of the delivery or performance. We will adjust the rate of VAT that You pay, unless You have already paid for the Goods and/or services in full before the change in the rate of VAT takes effect.
- 6.3 The prices for the Goods exclude delivery costs which will be added to the total amount due.
- 6.4 Payment of the total price, including delivery, must be paid in full when the Order is confirmed.

- 6.5 We may refuse to accept an Order where we are unable to obtain authorisation for your payment or where there has been a pricing error made on Our website or in Our brochure.

- 6.6 You will own the Goods once payment has been made in full.

7 CUSTOMER'S OBLIGATIONS

- To enable us to perform our obligations the Customer shall:
- 7.1 co-operate with Us;
 - 7.2 provide Us with any information reasonably required by Us;
 - 7.3 obtain all necessary permissions, licenses and consents which may be required before the commencement of the services, the cost of which shall be the sole responsibility of the Customer; and
 - 7.4 comply with such other requirements as may be set out in the Order or otherwise agreed between the parties.

8 OUR OBLIGATIONS

- 8.1 We warrant that the Goods will at the time of delivery correspond to the description given by us on Our website or in Our brochure.
- 8.2 We shall perform the Services with reasonable skill and care and to a reasonable standard in accordance with recognised standards and codes of practice.
- 8.3 We accept all responsibility for the condition of tools and equipment used in the performance of the Services and shall ensure that any materials supplied shall be free of defects.

9 CANCELLATIONS AND REFUNDS

- 9.1 If You are a consumer You have a legal right to cancel an Order under the Consumer Contract (Information, Cancellation and Additional Charges) Regulations 2013 during the period set out in 9.5 below. This means that if during the relevant period You change your mind or for any other reason You decide You do not want to keep the Goods, You can notify us of your decision to cancel the Order and receive a refund for the price of the Goods and standard delivery.
- 9.2 This cancellation right does not apply in the case of any made-to-measure Goods or Goods made to your specification or clearly personalised.
- 9.3 If Goods have already been delivered to You, You have a period of 14 working days in which You may cancel, starting from the day after You receive the products.

- 9.4 To cancel the Order you must inform us of your decision to cancel this contract by a clear statement. You may fill out the cancellation form on Our website (or below) and e-mail this to sales@rodstation.co.uk. Alternatively You may telephone us on 07714 334583 or write to Us.

- 9.5 Goods must be returned to Us within 14 days. The Customer will be responsible for the cost of returning the Goods. You have a duty of care to ensure that the Goods are returned to Us in the condition in which they were delivered. The Goods will be in your control from completion of delivery until they are delivered back by Us.

- 9.6 We will process the refund due to You as soon possible and, in any case, within 14 days of the Goods being received. In the event that the Goods have been used, unnecessarily handled or damaged by You, or whilst in your control, prior to return We will reduce the amount of the refund to reflect the diminished re-sale value of the Goods. The refund will include the cost of standard outbound delivery but You will bear the cost of returning the Goods. For those Goods that cannot normally be returned by post the cost is estimated (using an Interlink courier) at a maximum of approximately £25 for Goods weighing up to 25 Kilos and up to £150 for goods which require a pallet delivery.

- 9.3 As a Consumer, You will always have legal rights in relation to the Goods that are faulty or not as described. These legal rights are not affected by the returns policy in these terms and conditions. If You consider that the Goods are faulty or not as described please contact us as soon as possible on receipt of the Goods. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

- 9.4 We may have to cancel an Order for Goods (including made-to-measure Goods) and/or Services before the Services start or the Goods are delivered due to an Event Outside of our Control or the unavailability of stock or key personnel or key materials. We will contact You promptly if this happens and refund any payment made in advance for Goods or Services which we are unable to supply to You.

- 9.5 We will refund You on the debit or credit card used to pay.

10 LIMITATION OF LIABILITY

- 10.1 Nothing in these Terms and Conditions shall exclude or limit the liability of the Supplier for death or personal injury, however the Supplier shall not be liable for any direct loss or damage suffered by the Customer howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the price for the Goods and Services.
- 10.2 The Supplier shall not be liable under any circumstances to the Customer or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by the Customer howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.
- 10.3 For the avoidance of doubt, time shall not be of the essence and the Supplier shall incur no liability to the Customer in respect of any failure to complete the Services by any agreed completion date.

11 USE OF WEBSITE AND TRADE REGISTRATION

- 11.1 In using Our website you agree to be bound by the Terms and Conditions of Use.
- 11.2 Access to the Trade section of Our website requires login and password. You must have registered with Us and have this information to access these areas.
- 11.3 This website and its contents are owned by Rodstation Limited and are protected by law, including but not limited to copyright and trademark law.

12 EVENT OUTSIDE OF OUR CONTROL

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

13 SEVERANCE

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

14 PERSONAL INFORMATION

- 14.1 We will use the personal information You provide to Us to:
 - 14.1.1 provide the Goods and/or Services;
 - 14.1.2 process your payment for such Goods and/or Services; and
 - 14.1.3 inform You about similar products or services that We provide, but You may stop receiving these at any time by contacting Us.

- 14.2 We will not give your personal data to any other third party

15 GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the law of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English and Welsh Courts.

We may update these Terms and Conditions from time to time. By placing an Order for Goods or Services you will be bound by the Terms and Conditions in force when the Order is placed.