TERMS AND CONDITIONS

Please read all these terms and conditions.

As we can accept your order and make a legally enforceable agreement without further reference to you, you must read these terms and conditions to make sure that they contain all that you want and nothing that you are not happy with. If you are not sure about anything, just phone us on 01288377337.

Application

1. These Terms and Conditions will apply to the purchase of the goods by you (the **Customer** or **you**) We are R-Wall Limited a company registered in England and Wales under number 11524972 whose registered office is at Gwel Teg, Week Orchard, Marhamchurch, Bude, Cornwall, EX230HT with email address info@r-wall.co.uk; telephone number 01288377337 (the **Supplier** or **us** or **we**).
2. These are the Terms on which we sell all Goods to you. By ordering any of the Goods, you agree to be bound by these Terms and Conditions.

Interpretation

3. **Consumer** means an individual acting for purposes which are wholly or mainly outside his or her trade, business, craft or profession;
4. **Contract** means the legally-binding agreement between you and us for the sale and purchase of the Goods;
5. **Delivery Location** means the Supplier's premises or other location where the Goods are to be supplied, as set out in the Quote or Order;
6. **Goods** means any goods that we supply to you, of the number and description as set out in the Quote or Order;
7. **Order** means the Customer's order for the Goods from the Supplier as set out in the Customer's order or in the Customer's written acceptance of the Supplier's quotation.
8. **Quote** means an offer to supply a customer the goods as set out in the quote subject to payment and adherence to the terms and conditions stipulated within.

Goods

8. The description of the Goods is as set out in our website, catalogues, brochures or other form of advertisement, this description is not binding and subject to change and alteration at anytime. Please see Excluding Liability for further details. Any description is for illustrative purposes only and there may be discrepancies in colour or size. Goods may have minor flaws but should not distract from their use.
9. R-Ties do occasionally fracture or break upon application to the Rail. R-Wall will replace these fractured or broken ties. Never slide R-Ties onto the R-Rails, always double securely fix onto R-Rails.
10. The product should be used, stored, handled and built with by strictly following the British Board of Agrement BBA certificate 20/5809 which can be found at http://bba-data-platform-aux.azurewebsites.net/api/artefact/b0ba139c-91c1-4d1e-892b-f1f1a8da9e57 and the manufacturers User Manual, recommendations, training and terms and conditions.

9. In the case of Goods made to your special requirements, it is your responsibility to ensure that any information you provide is accurate. Goods are made to order cannot be refunded unless agreed by the supplier.

Basis of Sale

10. The description of the Goods in our website, catalogues, brochures or other form of advertisement does not constitute a contractual offer to sell the Goods. Nor will we be bound by these statements which are subject to change and updates and maybe estimates.

11. When an Order has been made, we can reject it for any reason, although we will try to tell you the reason without delay.
12. A Contract will be formed for the Goods ordered, only upon the Supplier's written acceptance and payment of invoice (invoice for 50% of order) of the Order or if earlier, the Supplier's delivery of the Goods to the Customer. To initiate a quote acceptance please complete the “Quote Acceptance Form” via the link on the quote email.
13. Quotations are valid for the period stated, unless withdrawn earlier. A 50% deposit is required to secure the quote. The remaining 50% must be received at least 7 calendar days before the first scheduled delivery. Supply timescales will be confirmed following deposit payment and are normally 4 weeks from deposit to receipt of goods.

14. No variation of the Contract, whether about description of the Goods, price or otherwise, can be made after it has been entered into unless the variation is agreed by the Customer and the Supplier.
15. We intend that these Terms and Conditions apply to a Contract entered into by you as a Consumer where we, the Supplier and you the Customer, enter the Contract at any of the Supplier's business premises, verbally or via written instruction.

Price and Payment

16. The price of the Goods and any additional delivery or other charges for the Goods, and the total price of them and the charges, is that set out in the quote at the date we accepted the Order or such other price as we may agree in writing. Additional formwork to that provided in accordance with the quote will be additional calculated by the square meterage or individual item.
17. Prices and charges are subject to VAT at the rate applicable at the time of the Order.
18. Full payment is due at least 7 calendar days before the first delivery. Late payment may result in cancellation or postponement and a £75 fee. Pay by cash or bank transfer. Customer cancellations within 24 hours of a booked delivery incur a £75 fee.

Delivery

19. We will aim to deliver the Goods to the Delivery Location by the time or within the period agreed, or failing any agreement, without undue delay. It is the customers responsibility to ensure access is appropriate for lorry’s attending site. Any access issues must be reported to R-Wall. R-Rails and R-Ties will be delivered by a pallet network (rigid arctics) and R-Wall boards and braces either by Arctic or R-Wall lorries (17ft 3.5tonne lorries).

TERMS AND CONDITIONS

Price and Payment - Late Payment and Debt Recovery

18A. Payment due dates.
All invoices are payable by the due date specified on the quotation, invoice or other written agreement. Unless expressly agreed otherwise in writing, no Goods will be released or delivered before the required payment has been received in cleared funds. Failure to pay on time may result in suspension of outstanding deliveries, orders, training or other services, subject to applicable law and without prejudice to our other rights.

18B. Business customers - statutory interest.
Where the Customer is acting in the course of business and a qualifying invoice remains unpaid after its due date, R-WALL Limited reserves the right to charge statutory simple interest under the Late Payment of Commercial Debts (Interest) Act 1998 at 8 percentage points above the applicable Bank of England reference rate. Interest accrues daily on the overdue amount from the date permitted by law until payment in full, including after any court judgment where permitted by law.

18C. Business customers - fixed compensation.
For each qualifying late commercial payment, R-WALL Limited reserves the right to claim fixed statutory debt recovery compensation of GBP 40 for a debt up to GBP 999.99, GBP 70 for a debt of GBP 1,000 to GBP 9,999.99, or GBP 100 for a debt of GBP 10,000 or more, where payable by law.

18D. Business customers - additional recovery costs.
Where the reasonable costs incurred in recovering a qualifying late commercial debt exceed the fixed statutory compensation, R-WALL Limited reserves the right to recover the additional reasonable costs, to the extent permitted by law. This may include reasonable costs of debt collection, legal correspondence and recovery proceedings. We will not impose arbitrary administration or reminder fees.

18E. Consumer customers.
Clauses 18B to 18D apply only to qualifying business-to-business debts and not to Customers buying wholly or mainly for personal use. Any interest, charges or recovery costs sought from a Consumer will be limited to those lawfully recoverable and must be fair, transparent and proportionate. Nothing in these Terms limits a Consumer's statutory rights.

18F. Disputed invoices.
The Customer should notify R-WALL Limited promptly in writing of any genuine dispute, specifying the amount and reasons. The Customer must pay any undisputed sums by their due date. R-WALL Limited may continue to pursue amounts properly due, together with interest and recovery costs where the law permits.

18G. No waiver; existing contracts.
Failure or delay by R-WALL Limited to enforce any payment right does not waive that right. These additional terms apply to contracts incorporating this version of the Terms and Conditions; they do not by themselves retrospectively amend earlier contracts. Any statutory rights already arising independently of these Terms remain unaffected.

22. We cannot be held liable for failure of delivery which is out of our control.
24. We do not generally deliver to addresses outside England and Wales, Scotland, Northern Ireland, the Isle of Man and Channels Islands. If, however, we accept an Order for delivery outside that area, you may need to pay import duties or other taxes, as we will not pay them.
25. You agree we may deliver the Goods in instalments if we suffer a shortage of stock or other genuine and fair reason, subject to the above provisions and provided you are not liable for extra charges.
27. If you or your nominee fail, through no fault of ours, to take delivery of the Goods at the Delivery Location, when goods are ready we may charge the reasonable costs of storing and redelivering them. Equally if a client is unable to take delivery of the goods within a reasonable period (12 weeks from initial deposit payment), R-Wall will charge storage fees of 0.25% of the sqm price by the sqm amount remaining in storage weekly until removal unless otherwise agreed.
28. The Goods will become your responsibility from the completion of delivery or Customer collection. You must, if reasonably practicable, examine the Goods before accepting them. Any issues with the product and/or quantities suppled must be reported by email to info@r-wall.co.uk within 48 hours of accepting delivery of the goods.

Risk and Title

28. Risk of damage to, or loss of, the Goods will pass to you when the Goods are delivered to you.
29. You do not own the Goods until we have received payment in full. If full payment is overdue or a step occurs towards your bankruptcy, we can choose, by notice to cancel any delivery and end any right to use the Goods still owned by you including revoking the BBA certificate on the build, in which case you must return product or allow us to collect them. Any collections in this respect will be added to the bill.

29. Braces on rental remain in the ownership of R-Wall at all times and customers are expected to read the rental agreement. Payment of brace rental deposit confirms the Consumer accepts the terms and conditions of R-Walls brace rental agreement.

Withdrawal

30. You are entitled to withdraw the order prior to delivery; however this will result in loss of the 50% deposit unless otherwise agreed with R-Wall in writing.

Conformity

31. We have a legal duty to supply the Goods in conformity with the Contract and will not have conformed if it does not meet the following obligation.
32. Upon delivery, the Goods will:
    a. be of satisfactory quality
    b. be reasonably fit for any particular purpose for which you buy the Goods which, before the Contract is made, you made known to us (unless you do not actually rely, or it is unreasonable for you to rely, on our skill and judgment) and be fit for any purpose held out by us or set out in the Contract; and
    c. conform to their description within tolerances. Please note specified insulation thicknesses of R-Boards will be within a tolerance of +/- 5mm.

33. It is not a failure to conform if the failure has its origin in your materials. We will provide the following after-sales service: We provide help and support via our technical team, please contact us by email info@r-wall.co.uk or telephone 01288377337 during work hours

Prior to Pour Agreement

34. Pour dates are to be on a mutually agreed date between Client and R-WALL. If any changes, the Client must give at least 4 working days notice, or a £75.00 fee will be charged.

35. As the Client/Customer you confirm the following will be checked and put in place by yourself or your builders/representatives and will always be checked and approved and in place prior to any R-Wall pour;

a) The site is safe and accessible and building regulations, risk assessments and health and safety measures are in place and followed.

b) The R-WALL formwork has been entirely completed to pour height and adequately braced prior to pour day

c) Structural Engineer calculations have been obtained and followed and the formwork constructed and will continue to be constructed in accordance with R-Wall BBA certificate 20/5809 and following the training and instruction of R-WALL.

d) Starter rails have all been adequately secured to the base

e) R-Boards have been seated well onto the R-Rail and up to the adjoining boards, no obvious gaps are visible.

f) Cavity closers have been Glued and screwed with adequate sized wafer screws (minimum penetration into cavity closer by 50mm) set at the center of each board every 298mm (each coursing) up the reveal internally and externally

g) All openings have been framed, braced and fixed adequately to support the weight of concrete pressure during pour vertically and horizontally

h) All steel reinforcement (as specified by a structural engineer) has been installed and secured with cable ties as necessary.

i) Every R-Tie must be set no more than 220mm apart and NO MORE than 50mm from the end of an R-Rail. Around openings an R-Tie must be set NO MORE than 50mm back on the R-Rail. All R-

Ties must be in good condition prior to pour. (use a torch to inspect the cavity) and must always be doubled click secured on each end, to the R-Rail.

j) All service outlets have been installed. Any required pockets or details (eg for taking steels) have been formed.

k) An adequate, safe working platform has been erected (scaffold) around the full perimeter of the walls to be poured.

l) All corner braces are fixed to the formwork with screws every 298mm into the plastic corner pieces vertically and positioned and fixed adequately to hold the pressure of concrete by wood battens or supports/propping

m) All wall braces must be erected, placed a maximum spacing of 1.5 meters apart, a maximum of 800mm away from any corner and at 150mm away from any opening. The braces must be screwed and secured into the R-Rails on each course. The foot plates must be securely fixed with all four screws.

n) The site has available spare lengths of CLS (at least 5 lengths), batten (1 pack), OSB or plyboard (minimum of 12.5mm thickness at least 1 sheet) selection of screws (50's, 70s,100s), screwdriver and saw in case further reinforcement is required during pour.

o) The site must be clear and accessible for an HGV boom pump lorry or alternative means of pumping (contact chosen pump company for details of size required) as well as a concrete lorry. All traffic control measures/obtaining necessary authorities are the responsibility of the Client and must be in place prior to pour. It must be ensured the pump is of an adequate size and capable of safely accessing all areas of the formwork. Trees, overhead wires, or any other entity that could cause obstruction or make pouring unsafe must be considered and consulted with appropriate authorities and made safe prior to pour. An area must be prepared for excess concrete to be safely discharged and an area made accessible for concrete and pump lorry wash outs. The "wash out" area must be safe and suitable for such discharge. It must be ensured this discharge will not cause harm or enter any waterways or water courses/drains. R-Wall will not be held responsible for any contamination caused by the client's site.

p) Concrete has been accurately calculated (responsibility of the Client) and ordered with the appropriate number of lorries on turn around, to arrive in enough time to complete the pour within working hours. It is always advisable to obtain the first slot of the day, 8am. It is not advised to start pours after midday. Walls must be poured and aligned in adequate time before concrete starts to set (parameter's which affect this are temperatures, distance of the plant from the build site, time in the lorry etc).

q) Enough competent and able bodied staff will be made available to assist with the pour (at least 2 in addition to the R-Wall representative/person tasked with pouring and pump driver). It is not the R-Wall representatives responsibility during training to be assisting with the build or completing the pour (an additional R-Wall representative can been employed for this purpose by prearrangement). The R-Wall representative during training is onsite to teach, demonstrate, advise and observe the pour only.

r) Trowels ,buckets, all necessary safety equipment and safety wear (Hard Hat, Protective Gloves, High Vis, Safety Glasses, safety footwear, masks etc) must be made available for all individuals working on the pour.

s) A fully functional concrete poker must be organised for the day.

t) A supply of water needs to be available on site.

u) Means to clean concrete from braces after pour and clean out R-Rail channels on tops of walls.

You agree as the client/customer that all the above will be checked and will be in place prior to commencement of the R-WALL concrete pours. You the customer/client, agree that if any of the above is not completed or available, R-Wall has the right to cancel or postpone the pour and will not be held liable for any costs this cancelation would incur. All costs, charges, fines or damages are the responsibility of the Client/customer. As R-WALL has no control over installation or assembly of its product, you agree R-WALL will not be held responsible or liable for any direct, indirect, consequential damage, special, general, structural, or those damages, including but not limited to physical harm and/or damages of any kind suffered by any person or their property, including and not limited to the home, building or land owner, installer, contractor, architect, any member of the general public or service provider, due to installation, use, pouring or assembly of R-WALL products. R-Wall will not be held liable for the structural integrity of the wall. Voids can occur due to large amounts of steel, concrete inconsistencies or due to inadequate pokering of walls, R-Wall will be held not be held liable for such issues. Please obtain rectification advise from R-Wall and the structural engineer if such voids occur.

Site Training and Technical Support

From time to time, R-WALL may attend site to provide product demonstrations, installation training, technical guidance or familiarisation with the R-WALL system.

Unless expressly agreed in writing under a separate contract, any attendance by R-WALL personnel is provided solely for training and technical support purposes.

R-WALL personnel are not acting as installers, labourers, site supervisors, project managers, quality

inspectors, safety advisors or persons responsible for the execution of the works.

Attendance on site does not constitute supervision, inspection, certification or approval of the works and does not transfer responsibility for construction, workmanship or quality from the Customer or their appointed contractor to R-WALL.

Any advice or recommendations are provided in good faith and do not constitute acceptance of responsibility for the works.

Concrete Pour Attendance

Where requested, R-WALL may attend concrete pours for training or technical guidance only unless otherwise agreed in writing.

Responsibility for sufficient labour, concrete placement, vibration, pour rate, wall alignment, temporary bracing, workmanship, health and safety and compliance with the Installation Manual remains entirely with the Customer and/or their appointed contractor.

The presence of a R-WALL representative during a pour shall not transfer responsibility for the execution or outcome of the pour.

Installation Manual

The current R-WALL Installation Manual forms part of these Terms and Conditions. Failure to follow the Installation Manual, technical drawings or written guidance issued by R-WALL may invalidate BBA certification and thus any warranty, guarantee or technical support.

Site Inspections

Any site inspection is a visual inspection intended to provide technical guidance only. It is not certification or approval of the installation.

Circumstances beyond the control of either party

35. In the event of any failure by a party because of something beyond its reasonable control:
    a. the party will advise the other party as soon as reasonably practicable; and
    b. the party's obligations will be suspended so far as is reasonable, provided that that party will act reasonably, and the party will not be liable for any failure which it could not reasonably avoid, but this will not affect the Customer's above rights relating to delivery.

Privacy

36. Your privacy is critical to us. We respect your privacy and comply with the General Data Protection Regulation with regard to your personal information.

37. These Terms and Conditions should be read alongside, and are in addition to our policies, including our privacy policy and cookies policy which can be found on our website.
38. For the purposes of these Terms and Conditions:
    a. 'Data Protection Laws' means any applicable law relating to the processing of Personal Data, including, but not limited to the Directive 95/46/EC (Data Protection Directive) or the GDPR.
    b. 'GDPR' means the General Data Protection Regulation (EU) 2016/679.
    c. 'Data Controller', 'Personal Data' and 'Processing' shall have the same meaning as in the GDPR.
39. We are a Data Controller of the Personal Data we Process in providing the Goods to you.
40. Where you supply Personal Data to us so we can provide Goods to you, and we Process that Personal Data in the course of providing the Goods to you, we will comply with our obligations imposed by the Data Protection Laws: we will only Process Personal Data for the purposes identified;
    a. we will respect your rights in relation to your Personal Data; and
    b. we will implement technical and organisational measures to ensure your Personal Data is secure.
41. For any enquiries or complaints regarding data privacy, you can e-mail: info@r-wall.co.uk.

Excluding liability

42. R-Wall will not be held liable for any losses of any form including profits to a consumer in relation to the purchase, building or use of the R-Wall product. R-WALL brochure or Website information provided by R-WALL or any of its representatives, should not be a used as a substitute for professional consultation which should always be sort prior to use. R-WALL does not supply any warranties as to the applicability of the product, to all or any situation, for which a designer has designated to use it. Build modifications or amendments to the product, is the responsibility of the project designer. As R-WALL has no control over installation or assembly of its product, R-WALL will not be held responsible or liable for any direct, indirect, consequential damage, special, general, or those damages, including but not limited to physical harm and/or damages of any kind suffered by any person or their property, including and not limited to the home, building or land owner, installer, contractor, architect, any member of the general public or service provider, due to installation, use, structural integrity of the resulting wall or assembly of R-WALL products. Claims with respect to “fire resistance” ratings taken from BS EN 1992-1-2 : and based on a 262mm + thickness concrete core with wall fire exposure one side and is a guide only. Claims regarding “sound attenuation” are a guide only, information based on standard expected from a 6” (150mm+) ICF concrete core with ½” (12.5mm) gypsum board on both sides as stated is achieved by ICFMA in CICFI Design Guide for Multi-Story Construction and ICF. Sound attenuation levels fluctuate dependent on concrete core width, fill efficiency, thickness of insulation, wall coverings, wall openings, wall to floor and roof details. As such R-Wall will not be held responsible or liable for any direct, indirect, consequential damage, special, general, or financial or damages of any kind suffered by any person, company or their property, for any issues or problems arising from sound attenuation or failure of sound attenuation testing’s. Claims with respect to “wind speed” resistance are based on test conducted at the Wind Engineering Research Centre, Texas, for a concrete core wall of 158mm + thickness. Claims with regard to “lifespan” or “longevity” are approximate and cannot be guaranteed, quoted from “Maria Saxton – ICF Construction “Everything you need to know”. Pull out strength tests conducted in house. R-WALL must be installed by a trained R-WALL installer in accordance with R-WALL instructions and R-WALLS BBA certificate 20/5809 Pouring concrete and constructing R-WALL on building sites can be hazardous, appropriate safety measures must be adopted at all times. R-WALL components are patent/design/copyright protected under Intellectual Property Design protection. The images used on this website are the property of R-Wall limited and their

use elsewhere are not permitted and would constitute copyright infringement. R-WALL is a register Trade Mark of R-WALL Ltd.

Governing law, jurisdiction and complaints

43. The Contract (including any non-contractual matters) is governed by the law of England and Wales.
44. Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the Customer lives in Scotland or Northern Ireland, in the courts of respectively Scotland or Northern Ireland.
45. We try to avoid any dispute, so we deal with complaints as follows: If a dispute occurs customers should contact us directly. We will aim to respond with an appropriate solution within 7 working days.

46. Entire Agreement

47. These Terms and Conditions, the quotation, Installation Manual, Brace Rental Agreement, Concrete Pour Procedure and any documents expressly incorporated by reference constitute the entire agreement between the parties.

ON PAYMENT FOR GOODS THE CUSTOMER AGREES TO THE ABOVE R-WALL TERMS AND CONDITIONS.