

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. 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. Ties do occasionally fracture or break upon application to the Rail. R-Wall will replace these fractured or broken ties.

10. The product should be used, stored, handled and built with by strictly following the manufacturers User Manual, recommendations 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.
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 of the Order or if earlier, the Supplier's delivery of the Goods to the Customer.
13. Any quotation is valid for a maximum period of 28 days from its date, unless we expressly withdraw it at an earlier time. An upfront payment of 50% of the quote value is required to secure the quote and to obtain the product. Supply timescales will be confirmed on receipt of the deposit payment and can vary but normally 4 weeks from deposit payment to customer 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 in writing.
15. We intend that these Terms and Conditions apply only 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, and where the Contract is not a contract (i) for which an offer was made by the Customer in the Supplier's and the Customer's simultaneous physical presence away from those premises, or (ii) made immediately after the Customer was personally and individually addressed in the Supplier's and the Customer's simultaneous physical presence away from those premises. If this is not the case, you must tell us, so that we can provide you with a different contract with terms which are more appropriate to you and which might, in some way, be better for you, eg by giving cancellation rights pursuant to consumer protection law. Business premises means immovable retail premises where we carry on business on a permanent basis or, in the case of movable retail premises, on a usual basis.

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.
17. Prices and charges include VAT at the rate applicable at the time of the Order.
18. Payment for Goods must be made at least 12 noon 1 day in advance of delivery. You must pay in cash or bank transfer or otherwise before delivery of the Goods.

Delivery

19. We will deliver aim to deliver the Goods to the Delivery Location by the time or within the period agreed, or failing any agreement, without undue delay.
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.
26. If you or your nominee fail, through no fault of ours, to take delivery of the Goods at the Delivery Location, we may charge the reasonable costs of storing and redelivering them.
27. 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 supplied 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, in which case you must return them or allow us to collect them.
30. 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 this 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.
33. It is not a failure to conform if the failure has its origin in your materials.
34. 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

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:
- a. before or at the time of collecting Personal Data, we will identify the purposes for which information is being collected;
 - b. we will only Process Personal Data for the purposes identified;
 - c. we will respect your rights in relation to your Personal Data; and
 - d. 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. The Supplier does not exclude liability for: (i) any fraudulent act or omission; or (ii) for death or personal injury caused during building, use or handling of the product or any negligence or breach of the Supplier's other legal obligations. Subject to this, the Supplier is not liable for (i) loss which was not reasonably foreseeable to both parties at the time when the Contract was made, or (ii) loss (eg loss of profit) to the Customer's business, trade, craft or profession which would not be suffered by a Consumer because the Supplier believes the Customer is not buying the Goods wholly or mainly for its business, trade, craft or profession). 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.

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.