



Jarrett Fencing Terms & Conditions

Site Owner & Operator

This site is owned and operated by M. F. Jarrett & Sons Ltd trading as Jarrett Fencing ("we" or "us"). Registered (England and Wales) Company No. 04510339. Registered office: Unit N, Aston Bury Farm, Aston, Hertfordshire, SG2 7EG. Vat No: 396849673. Telephone. 01438-880316.

Accuracy of content

We have taken every care in the preparation of this website to ensure that prices quoted are correct at time of publishing and all products have been fairly described including, without limitation, terms and conditions concerning estimated delivery times. For these reasons, orders will only be accepted if there are no material errors in the description of the goods or their prices as advertised. All prices are displayed inclusive of VAT. All weights and dimensions quoted are approximate only. To the extent permitted by applicable law, we disclaim all warranties, express or implied, as to the accuracy of the information contained in any of the content on this website. We shall not be liable for any loss or damage which may arise from the use of any of the information contained on this website. We cannot confirm the final price of goods until your order is accepted in accordance with our Contract.

Privacy

We will take all reasonable care within our control to keep the details of your order and payment secure, but in the absence of negligence on our part we cannot be held liable for any loss you may suffer if an unauthorised third party accesses any data you provide when ordering from our website.

It is your responsibility to protect your password and account details from misuse. We shall not be liable for any loss or damage which may arise as a result of your failure to protect your password or account details.

Our Contract

A contract is created between you and us when:

1. You place the order for your goods on this website by clicking on the 'confirm order' button at the end of the checkout process and completing your payment details.
2. We will then email you an order acknowledgement detailing the products you have ordered.
3. Before your goods are delivered we will contact you by email or telephone to confirm our target delivery date.
4. The completion of the contract between you and us will take place on despatch of the goods ordered to you unless we have notified you that we are unable to accept your order, or you decide to cancel it by contacting our Sales team on 01438-880209 any time between 8.30am and 5.00pm, Monday to Friday except Bank Holidays. Please have the order number and date of the order to hand.

The principal reasons that would lead to non-acceptance of an order will include:

1. The goods you ordered are unavailable from stock.
2. Authorisation for your payment was declined.
3. A pricing or description error of the goods was made by us.

In every case we will make attempts to contact you using the information you have provided to remedy the situation.

Contract cancellation and returns

Under the Consumer Protection (Distance Selling) Regulations 2000 you have the legal right to cancel your order within seven working days of receipt of the goods. If you wish to exercise your right to cancel this contract after your order has already been despatched please follow the procedure set out below:

1. Should you wish to return anything bought from us we will be happy to provide a refund or exchange provided you notify us by letter, fax or email within seven working days of receipt of goods and return the goods to us, at your expense, in a fully resalable condition.
2. If we find that the product returned to us in damaged condition and unsuitable for resale, we reserve the right to refuse a refund on the item.
3. We will refund the price of goods to you, or exchange goods, if they were delivered to you in error or in a damaged or faulty. A refund of the delivery charge will be given in the instance of incorrect, damaged or faulty goods.

Restrictions on returns

Your right to return goods excludes Special Order products which have been made to your specification unless found to be damaged or faulty on delivery to you. In these cases the goods will be replaced without charge.

Ordering errors

You are able to correct errors on your order up to the point at which you click on 'place order' on the final page of our ordering process.



Availability

All items are subject to availability. We will inform you as soon as possible if the goods you have ordered are not available by email or telephone.

We would be happy to provide you with a quotation for manufacturing a standard design to your size specifications. These Special Order items will subject to extended delivery times and attract additional cost.

Special Orders cannot be processed on this website and enquiries should be directed to our Sales Team by calling 01438-880209 or by using the 'Contact Us' page on our website.

Damage to your computer

While we make every reasonable effort to ensure that this website is free from viruses or defects, we cannot guarantee that your use of it or any websites accessible through it will not cause damage to your computer. It is your responsibility to ensure that your computer and its peripheral equipment are protected from electronic viruses or bugs. We shall not be liable for any loss or damage which may arise to computer equipment as a result of using this website.

Compliance with laws

This website may only be used for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes and regulations regarding this website and any transactions conducted on or through it.

Limitation of liability

We value your custom and take our obligation to you very seriously. If we should fail in meeting our obligation you, we will do everything possible to put things right or to meet a valid and reasonable claim. However we cannot be held responsible or liable for failures arising from events beyond our control and you should be reasonable in your demands and expectations of us. This does not affect your statutory rights as a consumer, nor does it affect your right to cancel your Contract.

Nothing in these Terms & Conditions shall exclude our liability for death or personal injury due to our negligence or for fraudulent misrepresentation.

1. We will not be liable, in any way for losses or damages arising from the use of this website or from the misuse of goods purchased from this website.
2. If any part of these Terms & Conditions is deemed to be unlawful, void or for any reason unenforceable, then that provision or part of a provision, as applicable, will be able to be removed from these Terms & Conditions without affecting the validity and enforceability of any of the remaining provisions of these Terms & Conditions.
3. No waiver by us of any term or provision should be considered as a waiver of any other term or provision within these Terms & Conditions.

For details on your rights as a consumer please contact the Consumer Direct service operated by the Office of Fair Trading on 08454-040506 or log on to www.consumerdirect.gov.uk.

Entire agreement

These Terms & Conditions set out our relationship with you. Any changes to these Terms & Conditions must be in writing and signed by both parties.

You confirm that, in agreeing to accept these Terms & Conditions, you have not relied on any representation other than those made in these Terms & Conditions and you agree that you shall have no remedy in respect of any such representation. Your Statutory Rights are not affected by these terms and conditions. Nothing in this Clause shall limit or exclude our liability to you in respect of any fraudulent or negligent misrepresentation whether or not these have become incorporated in these Terms & Conditions.

Law

These Terms & Conditions shall be governed by the laws of England & Wales.