

## **Terms and conditions**

Welcome to the 'Select Composite' terms and conditions. If you have any questions or require any additional information on our terms and conditions, please contact us.

### **Access**

You are provided access to this website in accordance with these terms and conditions and any orders placed by you must be placed strictly in accordance with these terms and conditions.

### **Indemnity**

You agree fully to indemnify, defend and hold us, and our officers, directors, employees, agents and suppliers, harmless immediately on demand, from and against all claims, liabilities, damages, losses, costs and expenses, including reasonable legal fees, arising out of any breach of the terms and conditions by you or any other liabilities arising out of your use of this website, or the use by any other person accessing the website using your shopping account and/or your personal information.

### **Our Rights**

We reserve the right to:

- I Modify or withdraw, temporarily or permanently, this website (or any part thereof) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the website; and/or
- li Change the terms and conditions from time to time, and your continued use of the website (or any part thereof) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the terms and conditions have been changed. If you do not agree to any change to the terms and conditions, then you must immediately stop using the website.

### **Consumer Contracts Regulations 2013**

This legislation offers you the following cancellation rights when you buy online or by phone:

- I You are entitled to cancel your contract if you so wish, provided that you exercise your right no longer than 14 days after the day on which you receive the goods or services.
- li Your right to return products does not apply to goods made to your specification, that have been clearly personalised or which by reason of their nature cannot be returned or are liable to deteriorate or expire rapidly.
- lii If you wish to exercise your right of cancellation, you are obliged to retain possession of the goods and take reasonable care of them.
- lv To exercise the right to cancel, you must inform us of your decision to cancel your contract by a clear statement, including details of your name, geographical address, details of the order you wish to cancel and, where available, your phone number and email address.
- v You can cancel by email.
- vi If you decide to cancel, you should return the goods to us at your cost within 14 days of such cancellation and we will reimburse to you (by the method used to pay for the original transaction) the amount in relation to goods to which cancellation rights apply.
- vii We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.

### **Product descriptions**

Each product purchased is sold subject to its product description which gives specific details relating to that product including, without limitation, terms and conditions concerning estimated delivery dates and times, warranties, after-sales service and guarantees.

We take all reasonable care to ensure that all details, descriptions and prices of products appearing on the website are correct at the time when the relevant information was entered onto the system. Although we aim to keep the website as up to date as possible, the information including product descriptions appearing on this website at a particular time may not always reflect the position exactly at the moment you place an order.

### **Product calculator**

Using our decking calculator, you can get an estimation of much material you will require for your project. Due to the many unique possibilities with installing decking such as board layout, raising, steps etc. The calculations provided are only an estimate based on the area details provided. We would strongly recommend adding additional boards to cover any miscalculations or potential mistakes in the installation process. Select Composite will not be held responsible for any additional costs due to under ordering.

### **Order errors**

Please advise us immediately by telephone or email if your order contains any errors. We will do our best to amend these for you, however, once your order has been dispatched, no changes what so ever are possible and you will become liable for cancellation and return charges as outlined below.

### **Delivery times and delays**

Our standard delivery time to mainland UK is between 2 to 7 working days and can be anytime between the hours of 8am and 8pm. Alternative delivery requests such as AM deliveries, next day deliveries etc. can be arranged if possible but may incur addition costs.

Select Composite will not entertain any claim for compensation because of a late delivery, which is handled by a third-party carrier and is out of our control. We cannot accept any liability for time or economic loss for advanced installation bookings, employment holiday, event delay and alike.

We cannot be held responsible for late deliveries or deliveries to the wrong address if the customer has specified the incorrect address or postcode during checkout. If the order must then be forwarded to a new address, a charge for re-delivery will apply and we also reserve the right to deduct any such charge from any refund given should the order be subsequently cancelled.

Specific instructions passed directly to the 3<sup>rd</sup> party carrier are treated as a non-guaranteed requests and are carried out at the carrier's own discretion.

Proof of delivery is sufficient evidence to establish that goods have been received.

### **Your delivery**

Due to the size of some delivery vehicles we must be informed of any restrictions regarding access to the delivery address. This includes (but is not limited to); steps, any overhanging/low trees/shrubs,

steep driveways, narrow lanes, tight bends or any other restrictions that may make it difficult for the delivery vehicle to gain access to the point of delivery.

Please note that all deliveries are carried out by a single man multi-drop driver. 3.6-meter deck boards are long, awkward and can be heavy for one person to carry safely, therefore, the driver may need assistance to unload your delivery.

Delivery is to the nearest curb side immediately adjacent to their vehicle; the driver is not necessarily permitted to enter your premises. Delivery drivers are often happy to take items on to your property upon request but this is at their discretion and can't be guaranteed. This is the case especially if you live in a block of flats or offices, the carriers will only deliver to the ground floor entrance. Should permission be granted for the driver to enter your property, we will not be held liable for any damage made to the goods or the property itself once on your premises.

Re-delivery or cancellations charges will be applicable when your order is finally delivered or returned to us.

### **Failed deliveries**

If for any reason the carrier is unable to deliver, your order will be returned to the carrier's local depot where it will be held for a maximum of 3-5 days, then automatically returned to us. Charges will apply for re-delivery. Cancellations will be subject to fees.

If the courier is able to leave your order with a neighbour or other deemed suitable party, we cannot be held responsible if the order is left in the wrong location.

If the delivery of goods is refused for any reason other than the product has been damaged in transit or incorrect goods have been supplied, you are liable for all delivery and return courier costs.

### **Damages in Transit**

Damages can occur in transit and issues can arise to prevent the delivery that are out of our control, we cannot accept any liability for time or financial loss as a result of, for example but not limited to; advanced fitter booking, employment holiday etc. These provisions made are by your choice and at your discretion, but do not affect your statutory rights.

We would also ask all customers to check their order in full prior to arranging any additional services or aforementioned costs, as we cannot be held liable for additional costs incurred. If your order is found to be incorrect on delivery or inspection, we will arrange for a replacement item or refund for any incorrect items at no additional cost to you.

If the order you received has any damage on the exterior packaging you must check the contents and make the driver aware of any damages when signing to accept delivery. Any damage must be reported to Select Composite within 24 hours of signing. If someone else is signing on your behalf they must be made aware of the above. If the roll is damaged and you have failed to make any attempt to list this on the delivery note, Select Composite or the carrier cannot be held responsible.

### **Acceptance of Material Supplied**

We will not entertain any compensation claims regardless of fault due to errors in size or material supplied, we cannot accept any liability for time or economic loss as a result of, but not limited to; advanced installation bookings, employment holiday, event delay and alike. We recommend that you time your delivery to allow at least 3 working days before the required date so that you can fully check your order.

**You must ensure that both yourself and/or your nominated installer are fully aware of the following:**

Once any products have been cut or modified in anyway by yourself or an installer then you have accepted it as a suitable non-faulty product and it cannot be returned. This does not affect your statutory rights.

All products supplied must be carefully inspected before installation to check there is no issues in regard to; type, specification, size, quantity, colour, manufacturing faults or delivery damage. If any of the above are discovered in the material supplied you must not commence installation, report the issue immediately to us by either telephone or email. Do not install any items until we have replied to you, even if item is fault-free.

Under no circumstance what so ever will Select Composite accept claims for any of the above once the material has been cut and/or installed in any way.

### **Photographic evidence**

You will need to supply us with photographic evidence for all claims in relation to errors in material type supplied. If we are in agreement that an error has taken place, we will immediately replace the items. We reserve the right for us to collect the original item/s before a replacement is dispatched in all cases where it is unclear to us how the error occurred. You must co-operate and make yourself available for collections (which may be on a different day than the replacement is received) of any item/s that needs returning to us. If the courier is unable to collect for any reason the uncollected item/s will be deemed as an outstanding debt at the full price, you will also be liable for all further costs involved in collecting and transporting of the return back to us. If your order is deemed to be incorrect on delivery or inspection by the customer, we will arrange the replacement for the correct product or refund for incorrect items at no additional cost.

### **Order cancellations**

You can cancel your order prior to being dispatched for a full refund. After the order has been dispatched and you want to cancel, you will be responsible for any courier charges incurred. Any freight charges will be deducted from your refund.

We reserve the right to refuse or cancel any order at any time prior to completed delivery, without being liable for any damages or costs incurred.