

Shipping, Delivery, and Returns Terms

Delivery Terms:

We offer standard delivery services, including "Next Working Day" delivery, where we aim to deliver your order on the next working day. However, please note that once your order leaves our warehouse, we have no control over the delivery process, and therefore, delivery cannot be guaranteed.

For items weighing less than 10kg, Royal Mail will be used, either through a First Class service or a tracked next-day service. If you are unavailable to receive your delivery, a card will be left with instructions for collection. If the item is not collected within approximately one week, it may be returned to us. We can arrange re-delivery at the same rate initially paid for shipping. If the initial delivery was free, a standard re-delivery charge will apply. If you no longer wish to receive the item, we will issue a refund for the item only.

Returns:

If you are not satisfied with your purchase, we will assist you in returning the item within 14 calendar days of receiving it. Items must be unused and in the original condition, including the original packaging where applicable. If any items are damaged or missing upon delivery, do not sign for or accept the delivery. Once signed for, the items are considered received in good condition, and a return may not be possible.

Terms & Conditions of Trade

1. Definitions

In these conditions, "Seller" refers to *The Rainwater Guy Ltd*, and "Customer" refers to the party entering into the contract with the Seller. "Goods" refers to the products supplied by the Seller, and the "Contract Price" refers to the price invoiced for the Goods by the Seller.

2. Application

- 2.1 All Goods supplied by the Seller are subject to these terms and conditions unless otherwise agreed in writing by both parties.
- 2.2 Seller's employees or agents are not authorized to make representations concerning the Goods unless confirmed in writing by the Seller. The Customer acknowledges they do not rely on any such representations unless confirmed.
- 2.3 The Seller does not manufacture all Goods and is not responsible for advising on their fitness for a particular purpose unless written advice or recommendation is provided. The Customer is responsible for ensuring the Goods meet their requirements.
- 2.4 Any advice not confirmed in writing by the Seller is acted upon at the Customer's own risk, and the Seller will not be liable for any consequences.
- 2.5 Quotations are valid for 30 days and are an invitation to treat, not an offer.

3. Prices

- 3.1 The price payable for the Goods is the Contract Price, plus any applicable delivery charges, adjustments for cost increases, and VAT.
- 3.2 Split deliveries may incur additional charges.
- 3.3 VAT will be charged at the prevailing rate at the time of supply.

4. Delivery

- 4.1 Delivery of Goods will occur at the agreed location or, if applicable, the Customer may collect the Goods from the Seller's premises.
- 4.2 Delivery will be to the nearest safe, accessible location on mainland Britain.
- 4.3 If the Customer fails to collect Goods or provide adequate delivery instructions, the Seller may store the Goods at the Customer's expense, including insurance and other costs.
- 4.6 Delivery dates are estimates, and the Seller will not be liable for any delays.
- 4.7 Proof of delivery requests must be made in writing within 30 days of the Seller's invoice.

5. Title and Risk

- 5.1 Risk in the Goods passes to the Customer on delivery.
- 5.2 Ownership of the Goods remains with the Seller until the full purchase price is paid.
- 5.3 Until ownership passes, the Customer acts as a fiduciary agent and bailee of the Seller and must keep the Goods stored separately and protected.
- 5.4 If payment is overdue, the Seller may recover and sell the Goods, including entering the Customer's premises for this purpose.

6. Returns

- 6.1 Goods returned at the Customer's request, not via the Seller's vehicle, are at the Customer's risk, with insurance covering the full invoice value.
- 6.2 Specifically ordered, manufactured, or non-stock items are non-returnable. A restocking fee of up to 25% may apply to returned items.
- 6.3 The Customer is responsible for the costs of collection and re-delivery unless the Seller is at fault.
- 6.4 Only Goods in saleable condition and with original packaging will be accepted for credit.
- 6.5 The Seller may levy a restocking and handling charge.
- 6.6 Returns must be authorized by the Seller before being returned.

7. Claims

- 7.1 Claims for shortages or damages must be made in writing to the Seller within 3 days of delivery. Any visible damage to packaging must be noted on the delivery note at the time of receipt.

8. Payment

- 8.1 Payment is due upon receipt of the invoice unless otherwise agreed. Failure to pay may result in cancellation of future credit facilities.
- 8.2 Late payments will incur a charge of 2% per month from the

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due date until full payment is made.

8.3 The Seller may withhold delivery if the Customer breaches any condition.

8.4 The Seller may offset any sums owed by the Customer against payments due.

8.5 The Customer may not offset sums owed to the Seller without written consent.

8.6 The Seller may invoice the Customer at any time after order acceptance or delivery.

8.7 Payment must be made regardless of whether delivery or collection has occurred or ownership has transferred.

8.8 The Seller reserves the right to assign a credit limit to the Customer, and if exceeded, may terminate services immediately.

8.9 Non-payment entitles the Seller to demand payment of all outstanding amounts and cancel any remaining orders.

9. Default or Insolvency of Customer

9.1 If the Customer breaches any obligation or becomes insolvent, the Seller may demand immediate payment, suspend deliveries, or cancel contracts without liability.

10. Guarantee and Warranty

10.1 The Seller guarantees Goods free from defects in materials or workmanship for 12 months from delivery. The Seller may choose to repair, replace, or refund the Goods at its discretion.

10.2 The warranty does not apply if:

- The Customer has not paid in full.
 - Unauthorized repairs or alterations have been made.
 - Goods are not used or installed according to the manufacturer's guidelines.
 - Defects are not reported within one month.
- 10.3 The warranty does not cover damage from improper use, inadequate maintenance, or normal wear and tear.

11. Exclusion of Liability

11.1 The Seller's guarantee replaces all other warranties, conditions, or representations regarding the Goods.

11.2 Except for liability for death or personal injury caused by negligence, the Seller is not liable for any indirect or consequential damages.

11.3 The Seller's liability is limited to the Contract Price.

11.4 The Seller is not responsible for any errors in specifications provided by the Customer.

12. Reservations

12.1 The Seller reserves the right to vary deliveries or make deliveries in instalments.

12.2 Each delivery constitutes a separate contract.

13. Legal

13.1 The Customer acknowledges that no oral representations induced them to enter into the contract.

13.2 This contract is governed by the laws of England and Wales, with jurisdiction in English courts.

13.3 The Seller is not liable for delays or failure to perform caused by factors beyond its control.

14. Invoicing by Email

The Seller may invoice the Customer by email, and invoices will be deemed received on the date sent, provided it is within business hours (9:00 am to 5:00 pm, Monday to Friday).