

TERMS

newstarbuildings.co.uk is a part of the Newstar Sectional Buildings.

Purchasing

All orders for goods shall be deemed to be an offer by the buyer to purchase goods pursuant to these Terms and Conditions and are subject to acceptance by Newstar Sectional Buildings. Newstar Sectional Buildings may choose not to accept an order for any reason. Purchasing can be made through Newstar Sectional Buildings secure online payment system or over the telephone with a member of Newstar Sectional Buildings dedicated sales team.

Pricing

All prices and charges on this site are shown in UK pounds sterling and include any VAT payable. The total costs of your order will be the price of the products that you order and the cost of any additional services or products you choose. All costs will be set out clearly in your shopping trolley before you submit your order. Prices, offers and products are subject to availability and may change before (but not after) Newstar Sectional Buildings accept your order. If for any reason a product becomes unavailable after the point of your order Newstar Sectional Buildings reserve the right to supply you with a product that is, in our opinion, a suitable alternative item. Newstar Sectional Buildings always endeavours to ensure that all information on this website is accurate. However, if an error does occur in the price or description, Newstar Sectional Buildings will inform you and ask you whether you still wish to continue with the order. If a product or service is listed at an incorrect price due to a typographical error or an error in the pricing information received by Newstar Sectional Buildings from our suppliers then we reserve the right to cancel the contract. In these circumstances you will not be entitled to seek compensation for disappointment suffered or for any losses which you might otherwise have incurred. Newstar Sectional Buildings reserve the right to change the price of a product at any time. If you require any products in bulk please contact the dedicated Newstar Sectional Buildings sales team on 01482 444256 for potential discounts.

Payment

Newstar Sectional Buildings accepts card payments via Mastercard, Visa, Visa Electron, Visa Debit, Solo and Maestro (formerly Switch). Payment is deducted when the order is processed. Payment can be made either on the website using the secure online payment system, or over the telephone. If the order is made over telephone, confirmation will be given verbally at the time of the call by one of Newstar Sectional Buildings dedicated sales staff. If an order is made through the secure online payment system, after payment is received, Newstar Sectional Buildings shall confirm by email the details, description and price of the goods purchased together with information containing your rights to cancel the order. Payment of all charges for products on order must be made in full before dispatch of the goods. Newstar Sectional Buildings reserve the right to refuse orders if deemed necessary.

Stock Availability and Sizing

On rare occasions whereby goods ordered by the purchaser are not available from stock, Newstar Sectional Buildings will notify the buyer and give them the option to wait until the goods are available from stock, accept an alternative product, or be reimbursed and receive a full refund. Very occasionally products featured on the website may be known by different branding names but are in fact the same product stipulated by the manufacturer. Newstar Sectional Buildings reserve the right to supply these as the products listed on our website, despite in some circumstances being identical. Occasionally, manufacturers update and improve products and Newstar Sectional Buildings reserve the right to supply these to fulfil an order. All images on this website are for illustration purposes only and products may occasionally vary in size, shape or colour but this will not detract from the overall quality or performance of the product. Sizes are approximate only and generally refer to external dimensions (not including the roof overhang). For specific dimensions please consult our technical department.

Delivery

Newstar Sectional Buildings make every effort to deliver goods within the published estimated timescales; however, delays are occasionally inevitable due to unforeseen factors beyond our control and therefore delivery times are not guaranteed. Estimated delivery dates are not part of the contract between Newstar Sectional Buildings and the buyer, and Newstar Sectional Buildings shall be under no liability for any delay or failure to deliver the products within the estimated timescales. Unless otherwise agreed in writing by the purchaser and Newstar Sectional Buildings, the delivery of goods will take place at the address you have specified in the order. When the delivery arrives at the specified address someone must be present to accept it and the delivery must be signed for. Alternatively, an agreement can be made prior to delivery whereby written confirmation, in the form of an email or fax, stating permission is provided to drop the goods off at your given address without the requirement to have anyone present to sign for them. Providing that Newstar Sectional Buildings delivers the goods to the address you have specified in the order then

the goods will be deemed to have been delivered and Newstar Sectional Buildings will not be liable to you for any subsequent claim of non-delivery. Newstar Sectional Buildings does not have to be satisfied that the person who accepts delivery at the given address is you (or authorised by you to accept delivery of the goods). Any liability of Newstar Sectional Buildings for non-delivery of the goods shall be limited to replacing the goods within a reasonable time or issuing a credit note at the pro rata contract rate against any invoice raised for such goods. The quantity or content of any consignment of goods or components of a good that are recorded by Newstar Sectional Buildings upon dispatch shall be conclusive evidence of the quantity or content received by you upon delivery unless you can provide conclusive evidence to the contrary. Newstar Sectional Buildings also reserves the right to suspend future deliveries of goods and cancel any contracts with you if you have a bankruptcy order made against you or make an arrangement or composition with your creditors; convene a meeting of creditors or enter into liquidation. We also reserve the right to suspend any future deliveries should you fail to observe/performance any of your obligations under the contract between you and Tiger box. This includes any contract between yourself and Newstar Sectional Buildings for the sale and purchase of the goods incorporating these conditions, whether effected by electronic mail through this website, or otherwise.

If a delivery is made and nobody is there to sign for the product (unless a pre-agreement has been signed allowing Newstar Sectional Buildings to leave the product without a signature upon arrival), the product will be returned to base and be awaiting another suitable dispatch date. In these circumstances the purchaser will be held responsible for paying all additional delivery costs to have the item re transported. For some of Newstar Sectional Buildings products, such as log cabins and certain other large garden buildings, it is your responsibility to ensure someone is available to assist in the off loading of these goods upon arrival. This person must be fit and capable of lifting items of up to 25kg in weight as Newstar Sectional Buildings may only send one delivery driver and some components can weigh up to 50kg. In these circumstances if an attempted delivery is made and there is no-one present and capable to assist our driver the building/s will be returned to base and the purchaser will be liable for all costs associated with a second attempted delivery. Newstar Sectional Buildings cannot be held responsible for any damage or injury sustained due to incorrect unloading, usage or assembly of any of our products. For comprehensive instructions on how to assemble products safely and correctly please visit the help centre on this site. Please also view the delivery section for more information.

In the event that a customer purchases an installation service for one of the products on the website the customer is thereby agreeing to adhere to the terms and conditions of the installation service. This will typically include the provision of a firm and level base to be in place and accessible on the agreed date of installation. Failure to provide such a base will result in the installation being aborted at the expense of the customer who would then have to pay further charges should they wish to re-arrange the installation.

Events Outside of our Control

Newstar Sectional Buildings cannot be liable or responsible for any failure to perform, or delay in performance of any of our contracted obligations that is caused by events outside of our reasonable control (Force Majeure Event)

A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

Strikes, lockouts and other industrial actions, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport, impossibility of the use of public or private telecommunications networks, any new acts, decrees, legislation, regulations or restrictions of any government.

We reserve the right to delay the completion of any of our obligations if we are hindered or prevented from doing so due to a Force Majeure Event, provided that, if the circumstances in question continue for a continuous period in excess of 120 days, either party shall be entitled to give notice in writing to the other to terminate the Agreement.

Contacting Us

Newstar Sectional Buildings can be contacted via any of the following methods;

Internet: www.newstargardenbuildings.co.uk

Email: sales@newstarbuildings.karoo.co.uk

Telephone: 01482 444256

Postal Address: Newstar Sectional Buildings Ash Grove, Beverley Road, Hull, HU5 1LT.

Cancellations and Returns

The buyer shall inspect the goods immediately upon receipt and shall notify Newstar Sectional Buildings by email within 48 hours of the delivery if the goods are damaged or do not comply with

any of the contract. If the buyer fails to do so the buyer shall be deemed to have accepted the goods. Unfortunately Newstar Sectional Buildings cannot accept any claims for damages after 48 hours. Where a claim of defect or damage is made, Newstar Sectional Buildings will supply/replace any necessary parts to complete your agreed initial purchase. If you are a consumer you have the right, in addition to your other rights, to cancel the contract and receive a refund by informing the seller by email within 7 working days after the day of delivery of the goods. You will be asked, however, to pay the costs of the return postage/carriage to one of Newstar Sectional Buildings distribution centres or for the collection charge by one of Newstar Sectional Buildings pre-approved couriers. If the buyer fails to return the goods following cancellation or does not pay the returning delivery fee issued by Newstar Sectional Buildings, Newstar Sectional Buildings reserve the right and is entitled to deduct the cost of recovering the goods from any refund issued. If Newstar Sectional Buildings send you the incorrect product or if, upon receipt of all relevant evidence, we deem it has arrived faulty or damaged, you will be offered a full refund and possible exemption from delivery costs. Newstar Sectional Buildings will not accept any product for return if it has been assembled, modified or customised in any way including being subject to the application of chemicals or paints. Newstar Sectional Buildings will require photographic evidence of any complaints, defects, requests to return a product outside the initial 7 day period or claims of incorrect or incomplete product delivery. Refunds will be processed within 30 days after the product has been successfully returned. Where exchange rates of currency are involved, the refund will be made in pound sterling and at the current exchange rate. Newstar Sectional Buildings does not accept responsibility for any loss or gain caused by changes in the exchange rate between the time of ordering and the time of issuing a refund.

If you wish to cancel an order before it has been delivered, you must contact Newstar Sectional Buildings immediately. You must confirm your cancellation in writing via fax or email. If you cancel via telephone your order will be put on hold until a written cancellation has been received. If the building has been manufactured there may be a cancellation charge dependant on the individual case.

Please note: all sizes and measurements are approximations only and while Newstar Sectional Buildings will endeavour to ensure all products are manufactured as close as possible to the measurements provided we cannot be held responsible should there be a discretion in the finished size.

Timber and Other Natural Products

Timber is a natural product and prone to changes in appearance, including some movement and the occurrence of small knot holes or splits in extreme temperatures and weather conditions. Any splits, knots or similar visual imperfections in the timber will not affect the structural integrity of the product in any way. Whilst every effort is made to hand pick timber without visible knotholes or splits there may be occasions where timber is selected in good faith that contains what appears to be a solid knot. Over the course of time / during movement of the product etc it may occur that these small knot holes are then dislodged from the timber leaving a small knot or crack.

Unfortunately we cannot be held responsible for this maturing of the product and can only offer our best advice as how to deal with this situation in the unlikely event that it should occur.

Please note any guarantee offered does not cover the products against timber splits or warping, and neither will these circumstances be accepted as a valid reason for the cancellation of an order, as this can occur naturally over time.

Website Modification

As previously stated, Newstar Sectional Buildings reserve the right to alter the website at any time. This includes altering the products, the content, the descriptions and the prices. Newstar Sectional Buildings also reserves the right to alter these terms and conditions at any time. Please be aware this website, despite the utmost effort to ensure all information is accurate, may contain typographical inaccuracies. All images and photography used is purely for illustrative purposes only – actual product colours may vary slightly due to the digital photography process and variations in individual user monitor settings.

Customer Reviews

Newstar Sectional Buildings reserve the right to approve, disapprove or display any customer review at our own discretion. Where we see fit we may correct the grammar of a customer review, but not the content unless we feel it is necessary to remove any potentially offensive or unlawful statements.

Privacy and Security Policy

You may visit this website and access the public information while remaining anonymous and not revealing any personal information. Newstar Sectional Buildings may record details of the domains from which users visit this site and analyse the data generated to assess trends, statistics and customer's needs. Information and data may be automatically collected through cookies. Users

should familiarise themselves with the operation of cookies. Most browsers are initially set up to accept cookies. If you wish to make an online purchase from us, then you will be required to provide certain personal information as a prerequisite of being able to place an order. Newstar Sectional Buildings will only ask you for as much information as required to process your order and perform distribution effectively. Supplied information will be retained by Newstar Sectional Buildings for as long as required, kept secure and in accordance with the requirements of the 1998 Data Protection Act, and not be transferred to any party outside the European Economic Union. You may contact Newstar Sectional Buildings at any time and request a copy of all information stored on our system that is personal to you to ensure it is correct and up to date – there may be an administration fee charged for the provision of this data.

In accordance with our security policy, Newstar Sectional Buildings will endeavour to ensure that the ordering system is on a secure server and encrypted to prevent security breach and your information kept secure and not intercepted by a third party. Under no circumstances will Newstar Sectional Buildings hold sensitive payment details, such as your card number, expiry date and security code. All transactions are handled through our accredited payment bureaux: ProtX and Google Checkout. For more information on the privacy policies of these bureaux, please refer to: <http://www.protx.com> and <http://www.google.co.uk>. Any content and or information which you provide to Newstar Sectional Buildings must be legal, truthful and comply with all applicable laws and regulations.

Newstar Sectional Buildings reserves the right to pass on your contact details to our specified installation partners InstallSMART who may contact you to discuss their competitive and professional installation service.

Copyright and Monitoring

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