

Terms and Conditions — Private Customers

Timber, fencing materials, gates and goods · Version 1.0 · Applies to orders placed on or after 1 July 2026 · Ref TTF/CON/2026

Please read section 6 before you buy. Timber is a natural material and it moves with the weather. It shrinks, swells, splits and changes shape. Section 6 explains what to expect. It is important that you understand this before you order, because it is normal behaviour and not a fault.

Buying for a business? These terms are for private customers. If you are buying for your trade, business or profession, our Conditions of Sale (Business Customers) apply instead and we will give you a copy.

1. Who we are and these terms

- 1.1 We are Thaxters Timber & Forestry Ltd, company number 09007953, registered at Pippin Heath, Hunworth Road, Holt, Norfolk NR25 6SS. You can contact us on 01263 713411 or at info@thaxterstimber.co.uk.
- 1.2 These terms apply when you buy timber, fencing materials, gates or other goods from us as a private customer. If you are buying a timber building from us, our separate Timber Buildings terms apply instead.
- 1.3 We may change these terms from time to time. The terms that apply to your order are the ones in force on the day you place it.

2. Your order

- 2.1 Your order is an offer to buy from us. We accept it when we confirm it to you, or when we hand over or deliver the goods, whichever happens first. A contract comes into existence at that point.
- 2.2 If we cannot supply what you have ordered — because it is out of stock, because of a pricing or description error, or for any other reason — we will tell you and will not process your order. If you have already paid, we will refund you in full.
- 2.3 Please check your order confirmation carefully. If anything is wrong, tell us straight away.
- 2.4 If you want to change your order, contact us as soon as you can. We will tell you whether the change is possible and whether it affects the price or the delivery date.

3. Prices and payment

- 3.1 The price is the one shown on your order confirmation. All prices include VAT at the applicable rate unless we tell you otherwise in writing.
- 3.2 The price includes delivery within 2 miles of our premises. Delivery beyond that distance, or to a location with restricted access, may carry an additional charge. We will tell you the amount of any additional charge, or exactly how it will be calculated, before you place your order.
- 3.3 A written quotation is valid for 30 days unless we tell you otherwise.
- 3.4 We require payment in full at the time of order, or as otherwise set out on your order confirmation. For orders over £1,000 we may ask for a deposit of 30%, with the balance payable before delivery or collection.
- 3.5 If you have an account with us, invoices are payable within 30 days. If you do not pay on time we may charge interest at 4% per annum above the Bank of England base rate on the overdue amount, running from the due date until payment.

4. Collection and delivery

- 4.1 If you are collecting, the goods become your responsibility as soon as they are loaded, and we will let you know when they are ready.
- 4.2 If we are delivering, the goods become your responsibility when they are unloaded at the address you have given us. We will agree a delivery date or delivery week with you when you order. That agreed date or week is the delivery time for the purposes of section 28 of the Consumer Rights Act 2015.

- 4.3 Please make sure there is safe, clear access for our vehicle, and tell us in advance about anything that might get in the way — narrow entrances, low branches, archways, weight restrictions, soft ground, parking restrictions or permits. If we arrive and cannot deliver because of something you have not told us about, we may charge £25 towards the cost of the wasted journey and any re-delivery.
- 4.4 Deliveries are kerbside unless we have agreed otherwise. If you ask our driver to take goods onto your property or across grass, gravel or paving, we will do so where it is safe and reasonable, but some marking or rutting of soft ground and loose surfaces is unavoidable and we cannot accept responsibility for it.
- 4.5 If nobody is available to take delivery and you have asked us to leave the goods, they become your responsibility from the moment we leave them.
- 4.6 If you do not take delivery on the agreed date, we may store the goods and charge you the reasonable cost of storage and of re-delivery.

5. Checking your goods, and telling us about a problem

- 5.1 Please check your goods when you collect them or when they are delivered. If anything is missing, damaged or not what you ordered, tell us as soon as you reasonably can — ideally within 3 working days — and send us photographs if you are able to. Telling us quickly makes it much easier for us to put things right, but it does not affect your legal rights.
- 5.2 If you think there is a problem with something, please do not cut, machine, treat, paint or install it until you have spoken to us. Once timber has been worked on we usually cannot tell what its condition was when it left us, and we may not be able to help.
- 5.3 We may need to see the goods, or photographs of them, before we can deal with a claim.

6. Timber is a natural material and it moves

- 6.1 Wood is what is known as a hygroscopic material, which simply means it takes moisture in from the air when the air is damp and gives it back when the air is dry. As it dries it shrinks. As it takes moisture in, it swells. This never stops, and no amount of seasoning, kiln drying, treating or painting will prevent it.
- 6.2 Movement happens mostly across the width and thickness of a board, and hardly at all along its length. It also happens unevenly — the face in the sun dries faster than the face in the shade, which is why boards cup and gates bow.
- 6.3 In hot, dry weather, and particularly in a prolonged heatwave, you should expect to see:
 - (a) gaps opening up between boards, sometimes wide enough to see daylight through;
 - (b) splits and surface cracks appearing, particularly on the sunny side;
 - (c) knots shrinking, loosening or dropping out;
 - (d) resin or sap weeping from knots, which hardens and weathers off;
 - (e) boards cupping, bowing or twisting;
 - (f) gates and doors becoming slack in their openings, rattling, or no longer catching properly.
- 6.4 In wet or cold weather, most of this reverses. Gaps close, splits tighten, and gates and doors that were slack become stiff and may bind or catch. Easing a gate or adjusting a hinge or latch as the seasons change is normal maintenance.
- 6.5 Movement is greatest in the first twelve months, and especially through the first hot dry summer, while the timber settles into equilibrium with where it now lives. It steadies after that, but it never stops entirely.
- 6.6 Timber also varies naturally in colour, grain and appearance between one piece and the next, weathers to a silver-grey over time, and may stain adjacent brickwork or paving with tannin. Newly treated timber sometimes carries a surface mould or white bloom, which weathers off.
- 6.7 **None of the things described in this section is a fault.** They are the normal characteristics of a natural material, they happen to timber from every supplier, and they are not something we can prevent or that we are responsible for. We tell you about them plainly, before you buy, so that you know what to expect.
- 6.8 Gates and similar made-up items are affected most, because they are wide relative to their thickness, have one face in the sun and one in shade, and have to keep fitting a fixed opening. A gate that is a tight fit in winter may show

a gap in summer, and one that is right in summer may bind in winter. Gates will need easing and their hinges, latches and bolts adjusting from time to time.

- 6.9 Timber posts, and the ground they are set in, move too. In a long dry spell clay soils shrink, and nearby trees and hedges make this much more pronounced. Posts may lean, lift or settle, and a gate or fence that was level when it was put up may not stay that way. That is ground movement, not a fault in the timber.

7. Looking after your timber

A little care makes a large difference to how your timber lasts and how much it moves. We ask you to:

- **Store it properly before you use it.** Keep it flat, level and fully supported, clear of the ground and under cover, out of direct sun and rain, with air able to get round it. Do not leave it wrapped in plastic or stacked in a sealed space.
 - **Let it acclimatise** in similar conditions to where it will be used before you fix it.
 - **Treat every face, edge and cut end** with a suitable preservative or finish before or immediately after you fit it — including the faces you will not be able to see afterwards. Cut ends and hidden edges absorb water fastest and are the most common cause of early failure.
 - **Allow for movement when you fix it.** Leave expansion gaps and fix in a way that lets the timber move rather than pinning it rigidly. Timber that is restrained will split rather than move.
 - **Keep it maintained.** Re-treat as the product manufacturer recommends, keep vegetation cut back, and let air circulate on both sides.
- 7.1 If timber is not stored, acclimatised, treated, fixed or maintained as set out above, we cannot accept responsibility for movement, splitting, distortion, decay or the failure of any coating that results.

8. Your legal rights

This section explains rights you have by law. Nothing in these terms takes them away.

- 8.1 Under the Consumer Rights Act 2015, the goods we supply must be of satisfactory quality, fit for purpose and as described. Satisfactory quality is judged partly by what we told you about the goods before you bought them, which is why section 6 of these terms matters.
- 8.2 If goods are faulty, you have the right to reject them and get a full refund within 30 days of receiving them. After 30 days, and for up to six months, you can ask for a repair or replacement, and if that is not possible or does not work you can ask for a price reduction or a refund. You have up to six years from purchase to bring a claim.
- 8.3 Nothing in these terms limits or affects these rights. The description of how timber behaves in section 6 tells you what the goods are normally like; it does not reduce what you are entitled to if something is genuinely wrong with them.
- 8.4 For free, impartial advice you can contact Citizens Advice at citizensadvice.org.uk or on 0808 223 1133.

9. Changing your mind and cancelling

If you ordered at our yard, showroom or trade counter

- 9.1 You do not have an automatic legal right to cancel. If you would like to cancel, please contact us and we will do what we can to help. Where we have already incurred cost on your order, we may charge for that cost, up to the following:
- (a) standard stock items, cancelled before collection or delivery: 10% of the order value;
 - (b) items cut, machined, treated or ordered in specially for you: 100% of the order value.
- 9.2 These charges reflect the cost we have actually incurred. Timber that has been cut to your sizes or treated to your specification usually cannot be resold. Where our actual cost is lower than the figures above, we will charge only our actual cost.

If you ordered by telephone, by email, online, or away from our premises

- 9.3 You have a legal right to cancel within 14 days, without giving a reason. The 14 days run from the day you receive the goods, or the last of them if your order is delivered in parts.

- 9.4 To cancel, just tell us in writing before the 14 days are up — by email to info@thaxterstimber.co.uk or by post to Thaxters Timber & Forestry Ltd, Pippin Heath, Hunworth Road, Holt, Norfolk NR25 6SS. You do not have to use any particular form of words, but we will also give you a cancellation form you can use if you prefer.
- 9.5 If you cancel, we will refund everything you have paid, including the standard delivery cost, within 14 days of getting the goods back or of you showing us that you have sent them back. You must return the goods, or make them available for us to collect, within 14 days of telling us you are cancelling. Unless the goods are faulty, you pay the cost of returning them.
- 9.6 We may reduce your refund to reflect any reduction in the value of the goods caused by you handling them more than was necessary to check what they were like.
- 9.7 This 14-day right does not apply to goods made to your own specification or clearly personalised — for example timber cut to your sizes, or a gate made to your measurements.
- 9.8 If you asked us to start work during the 14-day period and then cancel, you must pay a proportionate amount for the work already done.

10. Our responsibility for loss or damage

- 10.1 If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach or of our failure to use reasonable care and skill. Loss or damage is foreseeable if it is obvious that it will happen, or if at the time the contract was made both we and you knew it might happen.
- 10.2 We do not exclude or limit our liability in any way where it would be unlawful to do so. That includes our liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation, for breach of your legal rights in relation to the goods, and for defective products under the Consumer Protection Act 1987.
- 10.3 We supply goods for domestic and private use. If you use them for any commercial or business purpose, we have no liability to you for loss of profit, loss of business, business interruption or loss of business opportunity.
- 10.4 Timber is supplied ungraded and for non-structural use unless the Order Acknowledgement expressly states a strength class or grade. The Buyer must specify in writing before ordering if the Goods are to be used in a structural or load-bearing application, in ground contact, in a marine or high-humidity environment, or in any application requiring a particular durability, treatment or use class.
- 10.5 We are not responsible for work carried out by anyone else, including a contractor you engage to install goods we have supplied.
- 10.6 Except as set out above, our total liability in connection with your order is limited to the price you paid for it.

11. Events outside our control

- 11.1 We are not responsible for delays, or for failing to supply, where the cause is outside our reasonable control. This includes extreme or severe weather, heatwave, drought, storm, flood, snow and ice, fire, breakdown of vehicles or machinery, industrial action, epidemic or pandemic, failure of utilities or communications networks, and shortage or unavailability of timber or other materials.
- 11.2 If something like this happens we will contact you as soon as we can and agree a new date with you. You will not be charged extra for rearranging on that basis.
- 11.3 If the delay is substantial, you may contact us to cancel and receive a refund of anything you have paid for goods not yet supplied, less the cost of anything already cut, machined or treated to your specification.

12. Complaints

- 12.1 If something has gone wrong, please tell us as soon as you can on 01263 713411 or at info@thaxterstimber.co.uk. We will acknowledge your complaint within 5 working days and aim to give you our response within 20 working days.
- 12.2 When we give you our response, we will tell you whether any alternative dispute resolution scheme or other arrangement is available to you if you are not satisfied with it, and how to use it.
- 12.3 You can also get free, impartial advice from Citizens Advice at citizensadvice.org.uk or on 0808 223 1133.

13. General

- 13.1 We handle your personal information in accordance with our privacy notice, which is available on request and at <https://www.thaxterstimber.co.uk/downloads/privacy-policy.pdf>.
- 13.2 We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens, and we will make sure the transfer does not affect your rights.
- 13.3 You may only transfer your rights or obligations under these terms to another person if we agree in writing.
- 13.4 This contract is between you and us. Nobody else has any right to enforce any of its terms.
- 13.5 Each of these terms operates separately. If any court decides that any of them is unlawful, the rest will remain in full force and effect.
- 13.6 If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things, and it will not prevent us taking steps against you at a later date.
- 13.7 These terms are governed by the law of England and Wales. You and we both agree that the courts of England and Wales have jurisdiction, except that if you live elsewhere in the United Kingdom you may also bring proceedings in the courts of the part of the United Kingdom where you live.