

Purchasing Terms and Conditions

These terms and conditions ("Terms") govern the purchase of tents/canopies and related accessories ("Products") from The Shire Canopy Company ("Seller", "we", "us", or "our") by you, the customer ("Buyer", "you", or "your"). By placing an order, you agree to be bound by these Terms.

1. Orders and Acceptance:

1.1. All orders are subject to acceptance by The Shire Canopy Company. We reserve the right to refuse or cancel any order for any reason, including but not limited to product availability, errors in pricing or product descriptions, or suspected fraudulent activity.

1.2. Order confirmation does not constitute acceptance of an order. Acceptance occurs when we dispatch the Products to you.

1.3. Any variations to the order must be agreed upon in writing by both parties.

2. Product Information and Specifications:

2.1. We make every effort to ensure that product descriptions and specifications are accurate. However, minor variations in colour, size, or material may occur.

2.2. Product images are for illustrative purposes only and may not accurately reflect the actual Products.

2.3. The Buyer is responsible for ensuring that the Products meet their specific requirements and are suitable for their intended use.

2.4. Specifications of the tent materials and fire retardancy standards will be provided upon request.

3. Pricing and Payment:

3.1. Prices are as quoted on our website or in our written quotations and are subject to change without notice.

3.2. Prices exclude delivery and installation costs unless otherwise stated.

3.3. Payment must be made in full before dispatch of the Products, unless otherwise agreed in writing.

3.4. We accept payment via bank transfer only.

4. Delivery:

- 4.1. Delivery dates are estimates only and are not guaranteed. We will not be liable for any delays in delivery.
- 4.2. Delivery costs are as quoted and will be added to the total order price.
- 4.3. The Buyer is responsible for providing accurate delivery information.
- 4.4. Risk of loss or damage to the Products passes to the Buyer upon delivery.
- 4.5. The buyer is responsible for adequate access for delivery vehicles.

5. Installation:

- 5.1. Installation services are provided at an additional cost and must be agreed upon in writing.
- 5.2. The Buyer is responsible for ensuring that the installation site is suitable and accessible.
- 5.3. We are not responsible for any damage to the installation site caused by the installation process, unless due to our negligence.
- 5.4. It is the buyers responsibility to ensure correct permissions and permits are obtained for installation.

6. Warranty and Returns:

- 6.1. Our stretch tent fabrics are covered by a 5 year warranty against manufacturing defects.
- 6.2. The warranty does not cover damage caused by misuse, negligence, or normal wear and tear.
- 6.3. Returns are accepted only for defective Products or Products that do not conform to the order.
- 6.4. Returned Products must be in their original condition and packaging.
- 6.5. Returns due to change of mind are not accepted.
- 6.6. Return shipping costs are the responsibility of the Buyer, unless the return is due to our error.

7. Limitation of Liability:

- 7.1. Our liability for any loss or damage arising from the purchase or use of the Products is limited to the purchase price of the Products.
- 7.2. We are not liable for any indirect, consequential, or incidental damages.
- 7.3. We are not liable for damage caused by incorrect rigging, or installation by a non-qualified individual.
- 7.4. We are not liable for damage caused by extreme weather conditions.

8. Force Majeure:

8.1. We are not liable for any delay or failure to perform our obligations due to events beyond our reasonable control, including but not limited to natural disasters, strikes, or government actions.

9. Governing Law and Jurisdiction:

9.1. These Terms are governed by and construed in accordance with the laws of the United Kingdom.

9.2. Any disputes arising from these Terms will be subject to the exclusive jurisdiction of the courts of the United Kingdom.

10. Amendments:

10.1. We reserve the right to amend these Terms at any time without notice.

10.2. Any amendments will be posted on our website and will be effective immediately.

11. Entire Agreement:

11.1. These Terms constitute the entire agreement between the parties and supersede all prior agreements or understandings.

12. Contact Information:

The Shire Canopy Company (Trading Name Of DJ Marquees Ltd, Company Number 06166462)

West Haddon Lodge, Northampton Road, West Haddon, Northants, NN6 7AS

01788 249882

info@theshirecanopyco.co.uk

Please read these Terms carefully before placing an order.