

# Terms And Conditions

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**1. Your use of this site constitutes acceptance of these Terms and Conditions as per the date of your first use of the site.**

2. You agree to use this website only for legitimate purposes, and in a manner which does not infringe the rights, or restrict, or inhibit the use and enjoyment of the website by any third party.

3. DnA Ramps and Access does not warrant that the purposes contained in this site will be uninterrupted or error free, that defects will be corrected, or that this site or the server that makes it available are free of viruses or bugs or represents the full functionality, and reliability of the materials.

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5. Copyright restrictions:

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6. This website may contain links to other sites, please be aware that DnA Ramps and Access is not responsible for the privacy practices of such other sites and takes no responsibility for their content or availability.

7. These terms and conditions shall be governed and construed in accordance with the laws of England and Wales. Any disputes shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

8. If these Terms and Conditions are not accepted in full, the use of this website must be terminated immediately.

9. Making A Purchase

By submitting your order, you are agreeing to buy the goods and allowing us to use details for the purposes of supplying them, including passing your details on to our third-party couriers. You may receive special offers and promotional mail from us only; your information will not be passed to any other third parties.

We are not obliged to supply the goods to you until we have confirmed acceptance of your order, and this is when the contract is made. You do not own the goods until we receive payment in full. If you discover you have made a mistake with your order, please contact DnA Ramps and Access immediately. Our website is regularly updated, but if the price has changed after you have placed your order, we will contact you to ask if you wish to proceed.

If you are in any doubt about the suitability of a product for your requirements, please contact DnA Ramps and Access our team will advise accordingly.

#### 10. Colours

Due to the variations of browser software and monitors, the actual colour of goods may vary from that shown on the web site.

#### 11. Measurements and Sizes

Lengths, widths, height and weight measurements are accurate to the best of our knowledge. We endeavour to correct any errors as soon as we are aware of them. However, you should be aware that measurements may vary slightly between production which may depend on the materials we source. If you need to know the precise dimensions of a product, please contact us.

All folding or hinged ramps may feature some give or flexibility around the hinge mechanism which may change the angle and alignment of the product. This does not affect performance and is the result of products being hand finished. If you require further photographs before purchase to ensure the item meets with your requirements, please contact us first.

All planning permission(s) and building regulation or control must be sought by the customer and is not the responsibility of DnA Ramps and Access, as these vary in different parts of the UK depending on local council application.

#### 12. Delivery

Where items are in stock, we aim to deliver goods to you on a next business day service when ordering prior to 1:00pm to locations within mainland UK.

Next working day delivery is standard but not guaranteed - like other mail order/distance selling businesses we rely on 3rd party couriers and whilst we use the best available their service is not guaranteed. On occasion delays in delivery can be experienced due to factors beyond our control. If you require a delivery update, please contact DnA Ramps and Access, via your preferred contact method and we will update you.

For non-stock items such as bespoke the usual lead time is between 1-10 weeks, depending on the product ordered - with all deliveries we will keep you updated wherever possible and get these items to you as quickly as possible. For an update on the delivery date of a specific ramp please contact us. Special build items are non-returnable and non-refundable.

When you receive your item please check it carefully before signing as "received in good condition". Goods cannot be returned as damaged in delivery if the consignment is signed for in good condition.

If you find a defective or damaged item please inform us immediately via your preferred contact method, for example via email or telephone.

The Buyer is required to check Goods upon delivery and shall be deemed to have accepted the Goods 30 days after delivery to the Buyer, in line with Consumer Rights Act 2015. Accordingly, no claim for defect, damage or quality will be entertained (without prejudice to the Seller's other rights pursuant to these Conditions) unless written notice together with all supporting evidence is received by the Seller within 30 days of delivery. After acceptance the Buyer shall not be entitled to reject Goods which are not in accordance with the contract.

Our shipping terms for all customers are DAP (Delivered at Place) for those wanting delivery directly to an address, CIF when delivered to port of choice and EXW when you choose to collect unless explicitly specified. For more information on INCO terms please see: <https://en.wikipedia.org/wiki/Incoterms>

#### 13. Cancellation of Order

As a consumer you have the right, in addition to your other rights, to cancel your order and receive a refund. Please contact us via the above contact details to request cancellation of your order.

When cancelling prior to the dispatch of goods you will receive a full refund, including the refund of any delivery fees. If the item is built to order cancellation must occur prior to the ramp being placed

into production to ensure you receive a full refund. To cancel an order, we recommend contacting us as soon as possible via phone or email to allow the best chance of us preventing dispatch.

If the item has been dispatched, please view our returns policy below.

In line with our refund policy, refunds may take up to 14 working days from the date of cancellation. Payment is made to the original payment method.

#### 14. Returns Policy

For stock/off the shelf items we accept returns if the following conditions are met:

Refunds and exchanges are accepted within 30 calendar days starting with the day after the delivery date. You must notify us via phone or email that you wish to return an item within this period - the items is to be returned at your own expense.

Where possible, please complete and return the return form which can be requested via your preferred method and send this with your returned item to allow us to easily identify you and ensure the refund is processed quickly. You can send the items back using our address above, all returns must be marked with a returns number, which is your invoice number, to allow us to identify the customer. If items are returned without the invoice number (returns number) delays in the refund process may occur as we may be unable to identify which customer has returned the ramp. If you are unsure of your invoice number please contact us and we can provide this to you. Please contact us if you would like the returns details to be sent to you via email or post. Once your goods have been received at our office they will be booked in using your invoice number and a refund or exchange will be processed, as per your requirements.

The customer is responsible for returning the goods at their own expense. We are unable to arrange collections on the customers behalf. We recommend for you to insure the goods which you are returning as we cannot be held liable for damage in transit back to our warehouse.

All refunds require that the item is to be returned at the customers expense, with all pieces and in original condition.

Refunds will be paid via the original payment method within 14 working days of DnA Ramps and Access receiving the goods back, so long as these are in the required condition.

When no receipt is provided, refunds for goods will be given at the discretion of management. A credit note will be issued equal to the item's prevailing price. Identification is required for all refunds where no receipt is provided.

Bespoke systems are not available for refund.

Use or installation of product amounts to acceptance of specification/size/width and once used cannot be returned

We will not accept as returned any goods which have been modified in any way by the customer or end user.

#### 15. Refunds

Your refund may take up to 14 working days from the time we receive your item. Refunds will be paid via the same method as was used to originally pay for the item.

What is refunded when I return an item?

When you return an entire order you will be refunded the price of the item paid at the time of purchase, minus any delivery fees charged. When you return less than the entire order you will be refunded just the price of the items returned.

#### 16. Warranties and Liabilities

a. Subject to the conditions set out below DnA Ramps and Access warrants that the specification at the time of delivery and the buyer should only be entitled to benefit of any warranty or guarantee as given by the manufacturer.

b. The above warranty is given by the Seller (for the sake of clarity this is DnA Ramps and Access ) subject to the following conditions:

1. it is established by the Seller that some part of the material used in manufacture was defective
2. the Goods have been returned carriage paid to the Seller
3. the Goods have not been subjected to abuse or misuse of any kind
4. the Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions such as adhering to SWL (safe working load), misuse or alteration or repair of the Goods without the Seller's approval
5. Standard warranty is 12 months from date of our purchase unless specifically put in writing or shown on the website/product specification

We will not offer warranty on any goods which have been modified by the customer or by any end user.

#### 17. Exclusions of Liability

DnA ramps and access will not be liable for any loss of income, loss of profits, loss of markets, loss of reputation, loss of customers, loss of use, loss of an opportunity even if we had knowledge that such damages or loss might arise or for any indirect, incidental, special or consequential damages or loss howsoever arising including without limitation breach of contract, negligence, wilful act or default. We are not liable if we do not fulfil any obligations towards you at all as a result of circumstances beyond our control such as (but not limited to):

Acts of god including earthquakes, cyclones, storms, flooding, fire, disease, fog, snow or frost;  
Force majeure including (but not limited to) war, accidents, acts of public enemies, strikes, embargoes, perils of the air, local disputes or civil commotions;  
National or local disruptions in air or ground transportation networks and mechanical problems to modes of transport or machinery;  
Latent defects or inherent vice in the contents of the shipment;  
criminal acts of third parties such as theft and arson.

#### 18. Retention of Title

The risk in the goods shall pass from the seller to the buyer upon delivery of such goods to the buyer. However, notwithstanding delivery and the passing of risk in the goods, title and property in the goods, including full legal and beneficial ownership, shall not pass to the buyer until the seller has received cash or cleared funds payment in full for all goods delivered to the buyer under this and all other contracts between the seller and the buyer for which payment of the full price of the goods thereunder has not been paid. Payment of the full price of the goods shall include the amount of any interest or other sum payable under the terms of this and all other contracts between the seller and the buyer under which the goods were delivered.

#### 19. Complaints

DnA Ramps and Access persistently strive to improve our processes and procedures and hope to resolve all queries promptly for you. In the first instance, please do contact us via your preferred contact method, for example phone, post or email, with any complaint and our office team will aim to resolve this with you as swiftly as possible. Our office team will aim to deal with the complaint immediately where possible however, in some instances, if an investigation is required, please allow 5 working days to receive a response for complaints. If the complaint is sent via post or email, please allow 5 working days to receive a response.