

In Stock Guarantee Terms and Conditions

1. Definitions

"Company" refers to First Fence Limited issuing these Terms.

"Customer" refers to any party placing an order under the Offer.

"In-Stock Guaranteed Offer" refers to the limited promotional guarantee of delivery made within 5 working days of order being placed (and paid for) applicable solely to those products expressly designated by the Company (**"the Offer"**).

"Product" means a product subject to the In-Stock Guaranteed Offer.

2. Scope of the Offer

2.1 The Offer applies only to Products expressly identified by the Company as labelled as part of the "In Stock Guaranteed Offer." The Company shall do this by labelling any applicable product with the Guarantee Mark as set out in clause 5 of these terms and conditions. Ordering any products within the same order that are not included in the Offer will invalidate the Offer, and the Customer will no longer be entitled to receive the Offer as it is outlined in these terms and conditions. This applies even where the Customer has also ordered a Product as part of the same order.

2.2 Stock availability shall be determined exclusively based on the Company's aggregated nationwide stock levels at any time.

2.3 The Offer is limited to one Product per Customer within any 4-week period while the Offer applies, unless the Company, at its discretion, agrees in writing to extend the Offer and confirms this to the Customer. The Customer may use the Offer again after each 4-week period, in accordance with clause 2.6, and these terms and conditions will continue to apply.

2.4 A Customer may add multiple Products to a single order or place multiple orders within the 4-week period. However, regardless of the number of Products ordered, or the number of Products to which the Offer applies, the Customer shall only be entitled to the benefit of the Offer in respect of one Product in that 4-week period. That Product shall be the lowest-priced Product ordered by the Customer within that 4-week period (at any time during the Offer) whose delivery has not been successfully completed within the 5 working day period post order and payment. For the avoidance of doubt, multiple quantities of the same Product ordered at the same time shall be treated as one Product for the purposes of the Offer, and where delivery is not successfully completed for more than one Product, the Company's obligation under the Offer shall be limited to providing the applicable remedy in respect of the single lowest-priced qualifying Product only.

2.5 The Offer is subject to a limit on applicable refund as per clause 7.1 of these terms and conditions per Customer.

2.6 The Offer shall only apply for the time period as determined by the Company and can be withdrawn at any time. After the Company chooses to withdraw the Offer (without notice), the In Stock Guarantee Offer shall cease immediately regardless of the Product previously being part of the In Stock Guarantee. The Offer shall not be extended.

2.7 Where the Customer is entitled to a refund, the Customer may request either a credit to their account or a refund to their original payment method. Once the Company has issued the credit or processed the refund, the Company's refund obligation shall be deemed fully satisfied, and no further claim in respect of that refund shall be made by the Customer.

2.8 Where an order includes multiple quantities of the same Product, and that Product is the lowest-priced Product qualifying under the Offer, any quantities delivered within five working days shall not qualify for a refund or credit. Only those quantities of the qualifying Product that are not delivered within five working days shall be eligible for a refund or credit under the Offer. For the avoidance of doubt, the Offer applies to one Product only (being the lowest-priced qualifying Product) but may apply to the specific quantities of that Product delivered outside the required time frame.

2.9 Products which are delivered by the Company within the 5 working day time frame post order and payment by the Customer shall be regarded as within the Offer and successfully delivered by the Company.

3. Delivery Obligations

3.1 The Offer is based on the standard 5-day delivery service. If stock is not located at the nearest depot, the Company may take reasonable steps (including inter-depot transfers) to meet the timeframe. Next-day delivery may be offered at the Company's discretion, subject to feasibility, stock checks, additional charges, and geographic limitations.

3.2 Other than as set out in these terms and conditions, with regard to the delivery requirements the Company's standard terms and conditions shall apply.

3.3 If a Customer requests an upgraded delivery service to receive the Product sooner than the standard 5-working-day timeframe set out in clause 3.1, such request shall be subject to the Company's discretion, feasibility, stock availability, geographic limitations, and any applicable additional charges. However, even if the Company accepts the Customer's request (in writing), the Product shall, for the purposes of the In Stock Guarantee Offer, remain subject to the standard 5-working-day delivery period and not the expedited timeframe.

4. Excluded Products

The Offer expressly excludes bespoke colour finishes, fabricated goods, special-order items, discontinued ranges, and any products not expressly listed as a "In Stock Guaranteed Offer" and subject to the

5. Guarantee Mark

5.1 The use of the Company's designated "In-Stock Guaranteed" symbol indicates that the Product falls within the scope of the Offer. The symbol will be displayed on the Product webpage or other marketing material clearly designating the Product as an In Stock Guarantee Offer.

5.2 The symbol does not constitute a warranty beyond the terms expressly stated herein.

6. Operational Controls

6.1 The Company will conduct daily stock availability checks and may, at its sole discretion, suspend or remove products from the Offer in the event of low stock levels or operational constraints.

7. Limitation of Liability

7.1 The Company's aggregate liability for any failure to meet the delivery period or for any breach of the Offer shall be strictly limited to a maximum of £2,500 per order.

7.2 The Company shall not be liable for any indirect, incidental, special, or consequential loss, including but not limited to loss of profit, loss of business, or delay caused by events beyond the Company's reasonable control.

8. Variation and Termination

The Company reserves the right to amend, suspend, or terminate the Offer at any time without prior notice.

9. Acceptance

9.1 Placement of an order under the Offer constitutes the Customer's acceptance of these Terms and Conditions in full and the standard terms and conditions of First Fence Limited found here: [Terms and Conditions of Sale.pdf](#).

9.2 Where there is a conflict between these terms and conditions and the Company's standard terms and conditions, these terms and conditions shall apply.