# TERMS AND CONDITIONS

## Please read all these Terms and Conditions.

As we can accept your order and make a legally enforceable agreement without further reference to you, you must read these Terms and Conditions to make sure that they contain all that you want and nothing that you are not happy with. If you are not sure about anything, just phone us on 01904 479900.

## Application

1. These Terms and Conditions will apply to the purchase of the goods by you (the **Customer** or **you**). We are JS Woodcraft Ltd a company registered in England and Wales under number 07840292 whose registered office is at Stillington Road, Sutton on the Forest, North Yorkshire, YO61 1EH with email address info@jswoodcraft.co.uk; telephone number 01904 479900 (the **Supplier** or **us** or **we**).
2. These are the Terms on which we sell all Goods to you. By ordering any of the Goods, you agree to be bound by these Terms and Conditions.

## Interpretation

3. **Consumer** means an individual acting for purposes which are wholly or mainly outside their trade, business, craft or profession;
4. **Contract** means the legally-binding agreement between you and us for the sale and purchase of the Goods;
5. **Delivery Location** means the Supplier's premises or other location where the Goods are to be supplied, as set out in the Order;
6. **Goods** means any goods that we supply to you, of the number and description as set out in the Order;
7. **Order** means the Customer's order for the Goods from the Supplier as set out overleaf

## Goods

8. The description of the Goods is as set out in our website, catalogues, brochures or other form of advertisement. Any description is for illustrative purposes only and there may be small discrepancies in colour or size.
9. In the case of Goods made to your special requirements, it is your responsibility to ensure that any information you provide is accurate.

## Basis of Sale

10. The description of the Goods in our website, catalogues, brochures or other form of advertisement does not constitute a contractual offer to sell the Goods.
11. When an Order has been made, we can reject it for any reason, although we will try to tell you the reason without delay.
12. A Contract will be formed for the Goods ordered, only upon the Supplier sending an email to the Customer saying that the Order has been accepted or if earlier, the Supplier's delivery of the Goods to the Customer.

13. Any quotation is valid for a maximum period of 1 day from its date, unless we expressly withdraw it at an earlier time.

14. No variation of the Contract, whether about description of the Goods, price or otherwise, can be made after it has been entered into unless the variation is agreed by the Customer and the Supplier in writing.

15. We intend that these Terms and Conditions apply only to a Contract entered into by you as a Consumer where we, the Supplier and you the Customer, enter the Contract at any of the Supplier's business premises, and where the Contract is not a contract (i) for which an offer was made by the Customer in the Supplier's and the Customer's simultaneous physical presence away from those premises, or (ii) made immediately after the Customer was personally and individually addressed in the Supplier's and the Customer's simultaneous physical presence away from those premises. If this is not the case, you must tell us, so that we can provide you with a different contract with terms which are more appropriate to you and which might, in some way, be better for you, eg by giving cancellation rights pursuant to consumer protection law. Business premises means immovable retail premises where we carry on business on a permanent basis or, in the case of movable retail premises, on a usual basis.

## Price and Payment

16. The price of the Goods and any additional delivery or other charges for the Goods, and the total price of them and the charges, is that set out in our price list current at the date we accepted the Order or such other price as we may agree in writing.

17. Prices and charges include VAT at the rate applicable at the time of the Order.

18. Payment for Goods must be made at least 1 day in advance of delivery. You must pay in cash or by submitting your credit or debit card details with your Order and we can take payment immediately or otherwise before delivery of the Goods.

## Delivery

19. We will deliver the Goods to the Delivery Location by the time or within the period agreed, or failing any agreement, without undue delay and, in any event, not more than 30 days after the day on which the Contract is entered into.

20. In any case, regardless of events beyond our control, if we do not deliver the Goods on time, you can (in addition to any other remedies) treat the Contract at an end if:

    a. we have refused to deliver the Goods, or if delivery on time is essential taking into account all the relevant circumstances at the time the Contract was made, or if you told us before the Contract was made that delivery on time was essential; or

    b. after we have failed to deliver on time, you have specified a later period which is appropriate to the circumstances and we have not delivered within that period.

21. If you treat the Contract at an end, we will (in addition to other remedies) promptly return all payments made under the Contract.

22. If you were entitled to treat the Contract at an end, but do not do so, you are not prevented from cancelling the Order for any Goods or rejecting Goods that have been delivered and, if you do this, we will (in addition to other remedies) without delay return all payments made under the Contract for any such cancelled or rejected Goods. If the Goods have been delivered, you must return them or allow us to collect them from you and we will pay the costs of this.

23. If any Goods form a commercial unit (a unit is a commercial unit if division of the unit would materially impair the value of the goods or the character of the unit) you cannot cancel or reject the Order for some of those Goods without also cancelling or rejecting the Order for the rest of them.

24. We do not generally deliver to addresses outside England and Wales, Scotland, Northern Ireland, the Isle of Man and the Channels Islands. If, however, we accept an Order for delivery outside that area, you may need to pay import duties or other taxes, as we will not pay them.

25. You agree we may deliver the Goods in instalments if we suffer a shortage of stock or other genuine and fair reason, subject to the above provisions and provided you are not liable for extra charges.

26. If you or your nominee fail, through no fault of ours, to take delivery of the Goods at the Delivery Location, we may charge the reasonable costs of storing and redelivering them.

27. The Goods will become your responsibility from the completion of delivery or Customer collection. You must, if reasonably practicable, examine the Goods before accepting them.

## Risk and Title

28. Risk of damage to, or loss of, the Goods will pass to you when the Goods are delivered to you.

29. You do not own the Goods until we have received payment in full. If full payment is overdue or a step occurs towards your bankruptcy, we can choose, by notice to cancel any delivery and end any right to use the Goods still owned by you, in which case you must return them or allow us to collect them.

## Withdrawal and Cancellation

30. You can withdraw the Order by telling us before the Contract is made, if you simply wish to change your mind and without giving us a reason, and without incurring any liability.

31. You can cancel the Contract except for any Goods which are made to your special requirements by telling us no later than 14 days after the Contract was made, if you simply wish to change your mind and without giving us a reason, and without liability, except in that case, you must return to any of our business premises the Goods in undamaged condition at your expense. Then we will without delay refund to you the price for those Goods, but we can retain any separate delivery charge. This does not affect your rights when the reason for the cancellation is any defective Goods.

## Conformity

32. We have a legal duty to supply the Goods in conformity with the Contract, and will not have conformed if it does not meet the following obligation.

33. Upon delivery, the Goods will:

    a. be of satisfactory quality

    b. be reasonably fit for any particular purpose for which you buy the Goods which, before the Contract is made, you made known to us (unless you do not actually rely, or it is unreasonable for you to rely, on our skill and judgment) and be fit for any purpose held out by us or set out in the Contract; and

    c. conform to their description.

34. It is not a failure to conform if the failure has its origin in your materials.

## Circumstances Beyond the Control of Either Party

35. In the event of any failure by a party because of something beyond its reasonable control:

    a. the party will advise the other party as soon as reasonably practicable; and

b. the party's obligations will be suspended so far as is reasonable, provided that that party will act reasonably, and the party will not be liable for any failure which it could not reasonably avoid, but this will not affect the Customer's above rights relating to delivery and the right to cancel below.

## Privacy

36. Your privacy is critical to us. We respect your privacy and comply with the General Data Protection Regulation with regard to your personal information.

37. These Terms and Conditions should be read alongside, and are in addition to our policies, including our Privacy Policy and Cookies Policy which can be found on our web site.

38. For the purposes of these Terms and Conditions:

    a. 'Data Protection Laws' means any applicable law relating to the processing of Personal Data, including, but not limited to the GDPR.

    b. 'GDPR' means the UK General Data Protection Regulation.

    c. 'Data Controller', 'Personal Data' and 'Processing' shall have the same meaning as in the GDPR.

39. We are a Data Controller of the Personal Data we Process in providing the Goods to you.

40. Where you supply Personal Data to us so we can provide Goods to you, and we Process that Personal Data in the course of providing the Goods to you, we will comply with our obligations imposed by the Data Protection Laws:

    a. before or at the time of collecting Personal Data, we will identify the purposes for which information is being collected;

    b. we will only Process Personal Data for the purposes identified;

    c. we will respect your rights in relation to your Personal Data; and

    d. we will implement technical and organisational measures to ensure your Personal Data is secure.

41. For any enquiries or complaints regarding data privacy, you can email: info@jswoodcraft.co.uk.

## Excluding Liability

42. The Supplier does not exclude liability for: (i) any fraudulent act or omission; or (ii) for death or personal injury caused by negligence or breach of the Supplier's other legal obligations. Subject to this, the Supplier is not liable for(i) loss which was not reasonably foreseeable to both parties at the time when the Contract was made, or (ii) loss (eg loss of profit) to the Customer's business, trade, craft or profession which would not be suffered by a Consumer because the Supplier believes the Customer is not buying the Goods wholly or mainly for its business, trade, craft or profession).

## Governing Law, Jurisdiction and Complaints

43. The Contract (including any non-contractual matters) is governed by the law of England and Wales.

44. Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the Customer lives in Scotland or Northern Ireland, in the courts of respectively Scotland or Northern Ireland.

45. We try to avoid any dispute, so we deal with complaints as follows: If a dispute occurs customers should contact us directly. We will aim to respond with an appropriate solution within 5 days