

## **1. Terms & Conditions Applicable**

- By placing an order with Welbeck Woodyard, the buyer agrees to be bound by these terms.
- Any variation of these conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by Welbeck Estates Company Limited.
- Any typographical or clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by Welbeck Woodyard shall be subject to correction without any liability on the part of Welbeck Estates Company Limited.
- If any provision of these conditions is adjudged invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of those provisions in question shall not be affected. Your statutory rights are not affected.

## **2. Images**

- All sizes and measurements are approximate as advertised. On the rare occasion that there is an error, we will advise you about it as soon as possible.
- Pictures are for illustrative purpose only and may not exactly match the product itself.
- Sometimes our product specifications may change, in which case we will do our best to offer you a substitute of the same or better quality at the same price.

## **3. Price**

- Prices are correct at time of publication.
- All prices include VAT.
- Welbeck Estates Company Limited reserves the right to change any advertised prices at any time.
- Errors and omissions are exempted.
- All prices are in Pounds Sterling.
- Delivery is free of charge within a 15 mile radius of the Welbeck Estates. A £1 charge will apply to all orders beyond this area. Always check with us to confirm correct charges.

## **4. Offer and Acceptance**

- By making a purchase you are making an offer to enter into a contract to purchase the goods which you have ordered. A binding contract is only formed upon our acceptance of your order.
- On confirmation of the order Welbeck Estates Company Limited shall be deemed to have accepted the order and attempt to deliver within 28 days.
- After acceptance the Buyer shall not be entitled to reject Products which are not in accordance with the contract.
- To order goods you must be least 18 years of age.

## **5. Supply of Goods**

- The Buyer is solely responsible for ensuring that the Products are suitable and fit for the purpose.
- Welbeck Estates Company Limited reserves the right to refuse the supply of goods at its discretion.

## **6. Payment**

- All orders must be paid for in full before the delivery of goods.
- Payment for goods can be made by personal cheque whether bank or building society, please make payable to Welbeck Estates Company Limited. Please write your home address on the reverse of the cheque. The order will be processed after the cheque has cleared. Alternatively,

cash payments can be received at Welbeck Estates Head Office, Cavendish House, Welbeck, Worksop during opening times. Or by Bank Transfer, details available on request.

## **7. Availability**

- All goods are offered subject to availability. Where goods are found to be unavailable or discontinued, Welbeck Estates Company Limited will offer a similar substitute if available, subject to your agreement.
- Welbeck Estates Company Limited may make any changes in the specification of the Products which do not materially affect their quality or performance required to conform with any applicable statutory requirements where the Products are supplied to Welbeck Woodyard's specification.
- If a suitable substitute is not available, the transaction for that item will be void and any payment will be returned.
- In the event of any product being unavailable, Welbeck Estates Company Limited shall be relieved of any liability in connection with all such contracts or orders. In no case shall the company be bound to obtain or deliver Products from any other sources than those contemplated in the order.
- Welbeck Estates Company Limited will not be held responsible for any costs incurred due to items being delayed or unavailable.

## **8. Force Majeure**

- Neither party shall be liable for any default due to any act of God, war, strikes, lock outs, accidents, fire, and breakdown of plant, machinery or shortage or unavailability of raw materials from a natural source of supply.
- Welbeck Estates Company Limited shall be entitled to delay or cancel delivery or to reduce the amount delivered if it is prevented from or hindered in or delayed in manufacturing, obtaining or delivering the products by normal routes or means of delivery through circumstances beyond its control.

## **9. Cancellation of Orders**

- Under the Distance Selling Regulations you have a right to cancel your order for any item from the date of purchase, or within 7 working days of receiving your goods and for a full refund excluding cost of return postage providing you take reasonable care of the goods whilst they are in your possession. This does not affect your statutory rights as a consumer.
- We will refund your payment within 14 days of the goods being returned.
- If you would like to cancel your order, please email us at [info@welbeck.co.uk](mailto:info@welbeck.co.uk) or call 01909 500 211, or write to us at Welbeck Woodyard, Welbeck Estates Company Limited, Welbeck, Worksop, Nottinghamshire, S80 3LL.

## **10. Delivery**

- Welbeck Estates Company Limited will endeavour to deliver within 28 working days from receipt of your order. Deliveries will only be made Monday to Friday. All deliveries are subject to payment authorisation.
- Welbeck Estates Company Limited shall use reasonable endeavours to meet any date agreed for delivery, however, will not be liable for any delay in delivery howsoever caused or any resulting losses incurred due to failure to deliver.
- All goods must be signed for by an adult aged 18 years or over on delivery and must indicate the condition of goods.
- Delivery will be made to kerbside. Placement of your products
- is at the discretion of the delivery driver.
- Collection of any products is by arrangement only.

## **11. If Goods Are Delivered Damaged or Faulty**

- Please examine all goods on delivery in case any damage has occurred in transit. The driver should be notified immediately of any problems and the ticket should be signed accordingly.
- We cannot guarantee to replace or repair items which have been signed for in good condition or 'unchecked' and are later found to be damaged. This does not affect your statutory rights.
- If goods have been delivered in a damaged state and we feel the situation cannot be improved by authorising another delivery, we reserve the right to refund you in full for your order and cancel the order.

## **12. Title and Risk**

- Risk of damage to or loss of the Products shall pass to the Buyer upon delivery.
- Notwithstanding any other provision herein title in the Products shall not pass to the Buyer until Welbeck Estates Company Limited has received in cash or clear funds payment in full.

## **13. Privacy and Security**

- All personal details that you give us are securely stored. We do not supply or sell customers details to any outside organisation. We will endeavour to take all reasonable care, in so far as it is possible to do so, to keep all details of your order and payment secure, but, in the absence of negligence on our part we cannot be held liable for any loss you may suffer if a third party procures unauthorised access to any data you provide when accessing or ordering. See our privacy policy at [www.welbeck.co.uk/privacypolicy](http://www.welbeck.co.uk/privacypolicy)

## **14. Governing Law and Jurisdiction**

- These terms and conditions are subject to the law of England and Wales. All disputes arising out of this terms shall be subject to the exclusive jurisdiction of the courts of England and Wales.

## **15. Warranties and Liability**

- No warranty is either given or implied on any timber product, as it is a natural product and will react differently depending on usage conditions.

## **16. General**

- These terms and conditions are subject to change at any time without prior notice to you. In addition to the above: Welbeck Estates Company Limited retains title to all goods until payment is received in full. Goods that are unpaid for can be collected/removed from any location if deemed necessary. Welbeck Estates Company Limited retain the right to accept orders and payments if stocks have temporarily expired, fulfilling the order upon stock replenishment. If an item is out of stock the customer will be contacted whereupon if the waiting time is viewed as too long by either party, a full refund and a cancellation of the order can be issued.
- Welbeck Estates Company Limited retain the right to cancel any order by notifying the customer by phone or email without detailed disclosure. All prices quoted in the initial listings include VAT.
- Customers will be contacted the day before delivery so that arrangements can be made to accept the delivery. The final decision as to whether the required offloading location is safe and prudent will remain with the driver. Kerbside offloading will then take place.
- Welbeck Estates Company Limited can accept no responsibility for subsequent theft of any product once delivered to an agreed location, please make necessary arrangements to avoid this possibility.