

Terms and Conditions Albion Timber Ltd

Please read the following important terms and conditions before you buy anything from us and check that they contain everything you want and nothing that you are not willing to agree to.

Summary of important terms

Please note that the goods provided by us are natural products and therefore no guarantee can be provided in relation to water content, colour, changes to grain patterns, later natural warping, distortion, cracking or insect infestation of products. Please check all products carefully to ensure that you are happy with their natural features prior to instructing us to carry out any alterations or modifications to the timbers.

Consumers Only Summary of some of your key rights.

If there is something wrong with the services provided to you, the remedies for services will apply. If there is something wrong with your goods, the remedies for goods will apply subject to natural occurrences with the timbers outside of our control. In practice, there may be some overlap between the remedies available to you and we will try to agree the most appropriate course of action with you.

Summary of some of your key rights (goods):

The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product you're entitled to the following:

- *up to 30 days: if your goods are faulty, you can get a refund;*
- *up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund in most cases;*
- *up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.*

You DON'T have a legal right to a refund or replacement just because you change your mind, BUT please ask us about our returns policy as we may still be able to help.

Summary of some of your key rights (services):

The Consumer Rights Act 2015 says:

- *you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it;*
- *if a price hasn't been agreed upfront, what you're asked to pay must be reasonable;*
- *if a time hasn't been agreed upfront, it must be carried out within a reasonable time.*

This is a summary of some of your key rights. For detailed information from Citizens Advice please visit www.citizensadvice.org.uk or call 03454 04 05 06.

The information in this summary box summarises some of your key rights. It is not intended to replace the contract below, which you should read carefully.

No terms or conditions endorsed on, delivered with, or contained in your purchase conditions, order, confirmation of order, specification or other document shall form part of the Contract except to the extent that we otherwise agree.

No variation of these terms or to an order or to the contract, shall be binding unless expressly agreed in writing by us.

These terms set out:

- your legal rights and responsibilities;
- our legal rights and responsibilities; and
- certain key information required by law.

These terms apply where we enter into a contract with you in store or over the telephone (please see below in relation to additional terms which apply to orders placed over the telephone).

In these terms:

- **'we', 'us' or 'our'** means Albion Timber Limited;
- **'you' or 'your'** means the Consumer or Trader buying goods and services from us;
- **'Consumer'** means an individual acting for purpose mainly outside of their trade, business, draft or profession.
- **'Trader'** means a person acting for purposes relating to that person's trade, craft or profession, whether acting personally or through another person acting in the Trader's name or on the Trader's behalf.

Who are we?

We are Albion Timber LTD, a company registered in England and Wales under company number: 13260705.

Our registered office is at: Upper Hurst Farm, Hirst Common Lane, Sheffield, S6 1EX

Our VAT number is :

If you have any questions about these terms and conditions or any orders you have placed, please speak with us in store or contact us by:

- *sending an email to info@albiontimber.co.uk; or*
- *calling us on 07580 627921.*

1 Introduction

- 1.1 If you buy goods and services from us you agree to be legally bound by these terms and conditions. If you do not agree with any of these terms in this contract you will not be allowed to buy any goods or services from us.

- 1.2 We have set out where these terms and conditions apply only if you are buying goods and services from us as a Consumer, or if you are buying goods and services from us as a Trader where these are different.
- 1.3 When buying any goods and services from us you also agree to be legally bound by the specific terms agreed with you when entering into your contract with us.

2 Information we give you as Consumers

- 2.1 By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made (see the summary box below).

We will give you information on:

- *the main characteristics of the goods and services you want to buy;*
- *who we are, where we are based and how you can contact us;*
- *the total price of the goods and services including any taxes (or where this cannot reasonably be worked out in advance, the manner in which we will work out the price);*
- *all additional delivery and installation charges (or where this cannot reasonably be worked out in advance, the fact that such additional charges may be payable);*
- *the arrangements for payment, delivery, installation, performance, and the time by which we will deliver and install the goods;*
- *the arrangements for payment, carrying out of the services, and the time by which we will carry out the services;*
- *our complaint handling policy;*
- *the fact that we are under a legal duty to supply goods that are in conformity with the contract;*
- *how long the contract is for and how to end it.*

- 2.2 We will give you this information in a clear and understandable way. Typically, we will do this in store or over the telephone before you buy the goods and services from us. Some of this information is likely to be obvious from the context. Some of this information is also set out in this contract, such as information on our complaint handling policy (see clause 19).
- 2.3 The key information we give you by law forms part of the contract (as though it is set out in full here).
- 2.4 If we have to change any key information once a legally binding contract between you and us is made, we can only do this if you agree to it.

3 Your privacy and personal information

- 3.1 Our **Privacy Policy** is available at www.albiontmber.co.uk.
- 3.2 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal

information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

4 Ordering goods and services from us

- 4.1 Below, we set out how a legally binding contract between you and us is made.
- 4.2 Any quotation given by us before you make an order for goods and services is not a binding offer by us to supply such goods and services.
- 4.3 When you decide to place an order for goods and services with us, this is when you offer to buy such goods and services from us.
- 4.4 When you place your order with us, we will acknowledge it verbally if in person or placing the order by telephone or by email. This acknowledgement does not, however, mean that your order has been accepted by us.
- 4.5 We may contact you to say that we do not accept your order. This is typically for the following reasons:
 - 4.5.1 we cannot carry out the services (for example, because we have a shortage of staff);
 - 4.5.2 the goods are unavailable;
 - 4.5.3 we cannot authorise your payment;
 - 4.5.4 you have ordered too many goods; or
 - 4.5.5 there has been a mistake on the pricing or description of the goods or services (or both).
- 4.6 We will only accept your order when we confirm this in store in writing or we email you to confirm this (**Confirmation**). At this point:
 - 4.6.1 a legally binding contract will be in place between you and us;
 - 4.6.2 we will start to carry out the services in the way you and we have agreed; and
 - 4.6.3 we will in due course release or dispatch the goods to you and install the goods where agreed.

5 Delivery and installation of goods

- 5.1 If we need to deliver goods to you or install them, or you ask that we do so, we or our nominated carrier will deliver and install our goods. Information on delivery and installation options and costs will be provided to you before you place your order.
- 5.2 We will let you know in store or in the Confirmation (see clause 4.6) the estimated date and time window for delivery and installation of the goods.

- 5.3 If something happens which is outside of our control and affects the estimated date of delivery, we will provide you with a revised estimated date for delivery. See clause 6 for what happens if there are any problems in installing the goods.
- 5.4 Delivery and installation of the goods will take place at our premises or at the address specified by you when you placed your order with us.
- 5.5 Unless you as a Consumer (not Trader) and we agree otherwise, if we cannot deliver and install your goods within 60 days of the date we accepted your order in store or of your Confirmation (as applicable), we will: let you know and seek to agree a further delivery period (unless you are a Consumer and you made us aware at the time of your order that it was essential for delivery within 60 days), failing which as a Consumer you may cancel your order and receive a refund.
- 5.6 If nobody is available to take delivery and allow installation, please contact us using the contact details at the top of these terms and conditions.
- 5.7 If you fail to accept delivery of the goods we shall store and insure the goods pending delivery, and you shall pay all costs and expenses incurred by us in doing so.
- 5.8 If 10 business days following the due date for delivery or collection of the goods, you have not taken delivery of or collected them, we may resell or otherwise dispose of the goods without any obligation or liability to you, except as provided for in clauses 5.8.1 and 5.8.2. we shall:
- 5.8.1 deduct all reasonable storage charges and costs of resale; and
- 5.8.2 account to you for any excess of the resale price over, or invoice you for any shortfall of the resale price below, the price paid by you for the goods.
- 5.9 You are responsible for the goods once they have been delivered to the address specified by you when you placed your order with us. In other words, the risk in the goods passes to you when you take, or a third party notified by you takes, possession of the goods.
- 5.10 We do not make deliveries to or install goods at any addresses outside of the UK unless agreed specifically in advance prior to order.
- 5.11 We may deliver and install your goods in instalments in certain circumstances. If you want to see whether your goods may be delivered and installed in this way, please speak with us in store, by telephone or check the Confirmation (see clause 4.6).

6 Carrying out of the services

- 6.1 We will carry out the services by the time or within the period which you and we agree (either in store, by telephone or in writing). If you and we have agreed no time or period, we will carry out the services within a reasonable time.
- 6.2 Our carrying out of the services might be affected by events beyond our reasonable control. If so, there might be a delay before we can start or restart the services, having made reasonable efforts to limit the effect of any of those events and having kept you informed of the circumstances, but we will try to start or restart the services as soon as those events have been fixed. Examples of events which might be beyond our reasonable control include:

- 6.2.1 you change the services (and this means we have to do extra work or wait for extra materials);
- 6.2.2 we have to wait for your other providers to complete their work before we are able to carry out the services;
- 6.2.3 you have not provided a written specification for the goods or services and/or we need to adapt the design as we see fit to meet the needs you have identified to us;
- 6.2.4 materials are not available at the time agreed (and we cannot obtain a replacement within a reasonable time or the cost is much higher than the original price agreed);
- 6.2.5 we cannot access the site at the times we agreed with you;
- 6.2.6 you have not prepared the site or made it available and accessible in the way we agreed with you; or
- 6.2.7 poor weather conditions.

7 Charges and payment

- 7.1 We will let you know the cost of the goods and services (and any extra charges such as delivery or installation charges) to the fullest extent we can when you place an order with us.
- 7.2 We charge for our services on a quotation basis but we cannot guarantee a fixed price as this may change due to fluctuations in prices and changes outside of our control. Your bill will show the dates when the services were carried out and other key information such as cost of the goods. Please contact us using the contact details at the top of these terms if you want any further information on your bill or have a query on it.
- 7.3 We accept cash, cheques and bank transfers.
- 7.4 Payment for the goods and agreed services is due when the order has been placed with us and you must pay such invoice within in full on receipt unless otherwise stated.

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- 7.5 If your payment is not received by us and you have already received the goods, you must:
 - 7.5.1 pay for such goods as soon as possible and in any case within 30 days of receipt; or
 - 7.5.2 return them to us as soon as possible and in any case within 14 days. If so, you must keep the goods in your possession, take reasonable care of them (including ensuring that you follow any instructions or manuals given with the goods) and not use them before you return them to us.
- 7.6 If you do not pay for the goods and fail to return them in accordance with clause 7.5, we may uninstall and collect the goods from you at your expense. We will try to contact you to let you know if we intend to do this.
- 7.7 If your payment is not received by us in accordance with clause 7.4, we may charge interest on any balance outstanding at the rate of 4% per year above the Bank of England base rate.

- 7.8 All prices are in pounds sterling (£)(GBP) and include VAT at the applicable rate unless otherwise indicated, but exclude delivery charges and installation of the goods. For information on delivery and installation options and costs, speak to us in store or by telephone.

8 Title

- 8.1 Title to the goods shall pass to you once we have received payment in full and cleared funds for the goods and services.

9 Nature of the goods: this clause applies to Consumers only

- 9.1 The Consumer Rights Act 2015 gives Consumers certain legal rights (also known as 'statutory rights'). The goods that we provide to Consumers must be as described, fit for purpose and of satisfactory quality. If we provide installation services, the goods must be installed properly.
- 9.2 We are under a legal duty to supply you with goods that are in conformity with your Contract as a Consumer.
- 9.3 While we try to make sure that all sizes, grains, colours and measurements set out in store or on our website are as accurate as possible, due to the nature of the natural timber goods supplied this cannot be guaranteed. There may be a small tolerance in such, sizes and measurements, and water content, colour and grain may vary to any samples provided. If tolerance is of specific importance to your order please ensure that you notify us at the time of placing your order and before entering into the contract so we can discuss this with you further and whether this can be achieved.
- 9.4 Any goods sold at discount prices, as remnants or as substandard will be identified and sold as such. Please check that they are of a satisfactory quality for their intended use.
- 9.5 We cannot guarantee any goods are free from insect infestation at the time of sale therefore please check the goods carefully for holes which could be a sign of infestation prior to requesting alterations or that we carry out services to the goods or you accept the goods.
- 9.6 If we can't supply goods we may need to substitute them with alternative goods of equal or better standard and value. In this case:
- 9.6.1 we will let you know if we intend to do this but this may not always be possible; and
- 9.6.2 you can refuse to accept such substitutes, in which case we will offer you a refund or a replacement and let you know how long such an offer remains open for.

10 Nature of the services: this clause applies to Consumers only

- 10.1 The Consumer Rights Act 2015 gives Consumers certain legal rights (also known as 'statutory rights'). The services that we provide to Consumers must be carried out with reasonable care and skill. In addition:
- 10.1.1 where the price has not been agreed upfront, the cost of the services must be reasonable; and
- 10.1.2 where no time period has been agreed upfront for the provision of the services, we must carry out the services within a reasonable time.

- 11 Right to cancel** – This clause applies if you are a Consumer and your goods are not bespoke only.
- 11.1 You have the right to cancel your contract within 14 days without giving any reason unless you have ordered a bespoke or customised item in which case this clause 11 and clause 12 do not apply to you.
- 11.2 The cancellation period will expire after 14 days from the day of the conclusion of the contract.
- 11.3 To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (eg a letter sent by post, telephone or email) using the contact details above. You may use the attached model cancellation form, but it is not obligatory.
- 11.4 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
- 12 Effects of cancellation** – This clause only applies if you are a Consumer and your goods are not bespoke.
- 12.1 If you as a Consumer cancel your contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).
- 12.2 We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.
- 12.3 We will make the reimbursement without undue delay, and not later than:
- 12.3.1 14 days after the day we receive back from you any goods supplied; or
- 12.3.2 (if earlier) 14 days after the day you provide evidence that you have returned the goods; or
- 12.3.3 if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.
- 12.4 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.
- 12.5 We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.
- 12.6 If you have received goods:
- 12.6.1 you shall send back the goods or hand them over to us without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from the contract to us. The deadline is met if you send back the goods before the period of 14 days has expired;
- 12.6.2 you will have to bear the direct cost of returning the goods; and

12.6.3 you are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

12.7 If you requested to begin the performance of services during the cancellation period, you lose your right to cancel once the services have been fully performed and will not be entitled to a refund even if the cancellation period has not expired. If services have not been fully performed you shall pay us an amount which is in proportion to what has been performed until you have communicated us your cancellation of the contract, in comparison with the full coverage of the contract.

Model cancellation form

Model cancellation form

To Albion Timber LTD of Upper Hurst Farm, Hirst Common Lane, Sheffield, S6 1EX,
info@albiontimber.co.uk:

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract for the sale of the following goods
[*]/for the supply of the following service [*],

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

13 Cancellation of bespoke/modified goods

13.1 If you have ordered bespoke or modified goods from us you do not have the right to cancel your contract unless your goods are faulty. Clause 11 and clause 12 do not apply to bespoke goods.

14 Warranty

14.1 We warrant to Traders that, for a period of 3 months from delivery or collection (the Warranty Period) save for any natural changes in colour , grain, moisture content, natural movement/warping, cracking or insect infestation, the goods shall:

14.1.1 conform in all material respects to any sample, their description and to the specification you have provided;

14.1.2 be free from material defects in design, material and workmanship that affect significantly the use of the goods;

14.1.3 if goods, be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and

14.1.4 if services, be supplied with reasonable care and skill within the meaning of the Supply of Goods and Services Act 1982, Part II, s 13.

14.2 You warrant that you have provided us with all relevant, full and accurate information as to your business and/or needs at the time of submitting your order and entering into the contract.

14.3 We do not warrant that the goods are free from insect infestation as this cannot reasonably be ascertained by us. If you become aware of insect infestation please contact us and depending on the extent and effect on the use of the goods we will at our discretion consider if they are to be treated as faulty in accordance with clause 15.

15 Faulty goods or services

Consumers

15.1 Consumer's legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'), are set out at the top of these terms. They are a summary of some of your key rights. For more detailed information on your Consumer rights and what Consumer's should expect from us, please:

15.1.1 speak with us in store and ask for our further information on our commitment if things go wrong;

15.1.2 contact us using the contact details at the top of these terms; or

15.1.3 visit the Citizens Advice website www.citizensadvice.org.uk or call 03454 04 05 06.

15.2 If there is something wrong with the services provided to Consumers, the remedies for services will apply. If there is something wrong with Consumer goods, the remedies for goods will apply. In practice, there may be some overlap between the remedies available to Consumers and we will try to agree the most appropriate course of action with you.

15.3 Nothing in these terms and conditions affect your legal rights as a Consumer under the Consumer Rights Act 2015 (also known as 'statutory rights'). Consumers may also have other rights in law.

15.4 If the goods or services we have provided to you are faulty, please contact us using the contact details at the top of these terms to discuss your options.

Traders

15.5 As a Trader's sole and exclusive remedy, we shall, at our option, correct, repair, remedy, re-perform or refund the goods and/or services that do not comply with clause 14, provided that the Trader :

15.5.1 serves a written notice on us not later than five Business Days from delivery or performance in the case of defects discoverable by a physical inspection, or within a reasonable period of time from delivery or performance in the case of latent defects;

- 15.5.2 such notice specifies that some or all of the goods and/or services do not comply with clause 14.1 and identifying in sufficient detail the nature and extent of the defects; and
- 15.5.3 gives us a reasonable opportunity to examine the claim of the defective goods and/or services.
- 15.6 The provisions of these terms shall apply to any goods or services that are corrected, repaired, remedied or re-performed with effect from delivery or performance of those goods or services.
- 15.7 We shall not be liable for any failure of the goods to comply with clause 14.1:
 - 15.7.1 where such failure arises by reason of wear and tear, wilful damage, negligence, or could be expected to arise in the normal course of use of the goods;
 - 15.7.2 to the extent caused by the your actions, change in the environment or due to their charges naturally occurring as a natural product , failure to comply with our instructions in relation to the goods, including any instructions on installation, operation, storage or maintenance;
 - 15.7.3 to the extent caused by us following any specification, instruction or requirement of or given by you in relation to the goods;
 - 15.7.4 where you modify any goods without our prior consent or, having received such consent, not in accordance with our instructions; or
 - 15.7.5 where you use any of the goods after notifying us that they do not comply with clause 14.1.
- 15.8 Except as set out in this clause 14:
 - 15.8.1 we give no warranty and make no representations in relation to the goods and/or services; and
 - 15.8.2 shall have no liability for their failure to comply with the warranty in clause 14.1,

and all warranties and conditions (including the conditions implied by ss 12–16 of the Supply of Goods and Services Act 1982 and ss 13–15 of the Sale of Goods Act 1979), whether express or implied by statute, common law or otherwise are excluded to the extent permitted in respect of Traders.

16 End of the contract

If your contract with us is ended it will not affect our right to receive any money which you owe to us under this contract.

17 Limitation on our liability to

To Consumers

- 17.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:

- 17.1.1 losses that were not foreseeable to you and us when the contract was formed;
- 17.1.2 losses that were not caused by any breach on our part;
- 17.1.3 business losses; or
- 17.1.4 losses to non-consumers.

To Traders

- 17.2 Subject to the below, our liability to Traders under or in connection with these terms (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) will not exceed the total price paid for the goods and/or services.
- 17.3 We will not be liable to Traders under or in connection with these terms (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) for:
 - 17.3.1 consequential, indirect or special losses; or
 - 17.3.2 any of the following (whether direct or indirect):
 - (a) loss of profit;
 - (b) loss of opportunity;
 - (c) loss of savings, discount or rebate (whether actual or anticipated); or
 - (d) harm to reputation or loss of goodwill.
- 17.4 Nothing in these terms will limit or exclude our liability for:
 - 17.4.1 death or personal injury caused by negligence;
 - 17.4.2 fraud or fraudulent misrepresentation; or
 - 17.4.3 any other losses which cannot be excluded or limited by law.

18 Third party rights

No one other than a party to the contract has any right to enforce any term of the contract or these terms and conditions.

19 Disputes

- 19.1 We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with the goods you purchased, the services we have provided or any other matter, please contact us as soon as possible using the contact details set out at the top of this contract.
- 19.2 If a dispute cannot be resolved or you are unhappy with the outcome, you may want to use alternative dispute resolution (**ADR**). ADR is a process for resolving disputes between you and us that does not involve going to court.

19.3 If you do not wish to use ADR or are unhappy with the outcome of ADR, you can still bring court proceedings.

19.4 Relevant United Kingdom law will apply to this contract. If you want to take court proceedings, the courts of the region of the United Kingdom in which you live will have exclusive jurisdiction in relation to this contract.

20 General terms

20.1 You are not allowed to transfer your rights under these terms to anyone without our prior written consent. We may transfer our rights under these terms to another business without your consent, but we will notify you of the transfer and make sure that your rights are not adversely affected as a result.

20.2 If any provision of these terms (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of these terms will not be affected.

20.3 If you breach these terms and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these terms.

20.4 If you are a Trader, any variation to these terms will not be binding unless expressly agreed in writing between you and us.

20.5 If you are a Trader, you and we both agree that these terms and the contract constitute the entire agreement between you and us in relation to your order. You acknowledge that you have not entered into these terms in reliance on any representation or warranty that is not expressly set out in these terms and that you will have no claim for innocent or negligent misrepresentation on the basis of any statement in these terms.

