



## Our terms

### 1. These terms

1.1 **What these terms cover.** These are the terms and conditions on which we supply products to you.

1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these, please contact us to discuss.

### 2. Information about us and how to contact us

2.1 **Who we are.** We are Artwood Ltd, a company registered in England and Wales.

Our company registration number is 11222722 and our address is Unit 3 Pond Farm, New Years Green Lane. Harefield Uxbridge UB9 6LX United Kingdom.

2.2 **How to contact us.** You can contact us by telephoning our customer service team at 0171 971 1431 or by writing to us at Unit 3 Pond Farm, New Years Green Lane.

Harefield Uxbridge UB9 6LX United Kingdom

2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

### 3. Our contract with you

3.1 **How we will accept your order.** Our acceptance of your order will take place when we write to you or e-mail you to accept it, at which point a contract will come into existence between you and us. The contract between us will only be by reference to our Product Specification. This is a written document setting out the details of the product and the normal tolerances to be expected. If you have previously requested samples and been supplied with samples then please note we do not make 'sales by sample' and you must make sure you have read and understood the relevant Product Specification. If you have any questions in relation to that document the please ask us and we will respond in writing, usually by e mail.

3.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the product. This might be because the product is out of stock because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.

3.3 **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

#### 4. **Our products**

4.1 **Natural Wood.** Wood is a natural product and as such no two pieces are ever identical. Natural variations occur in colour, grain and knotting and these variations are not 'defects' but are in the very nature of the product you are buying,

4.2 **Follow our Storage Fitting and Maintenance Instructions.** Because wood is a natural product it is very important not to expose it to excessive moisture or heat or to excessive variations in moisture or heat. If you do not follow our instructions on storage fitting and maintenance then this could have dire consequences for any floor that you lay using our products and we will not be responsible for this. If you have not already received a copy of these instructions the please ask for a copy and do make sure you have understood them.

4.3 **Products may vary slightly from their pictures.** The images of the products in our brochure or on our website and Product Specifications are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours or printed pictures accurately reflect the colour of the products. Your product may vary slightly from those images

4.4 **Making sure your measurements are accurate.** If we are supplying the product to measurements you have given us you are responsible for ensuring that these measurements are correct. From time to time you can find information and tips on how to measure in our brochure or on our website, or by contacting us.

#### 5. **Your rights to make changes**

5.1 If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing for delivery or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

#### 6. **Providing the products**

6.1 **Delivery costs.** The costs of delivery will be as told to you during the order process.

- 6.2 **When we will provide the products.** During the order process we will let you know when we will provide the products to you.
- 6.3 **Physical delivery.** Our products are delivered in packages that can be in excess of 2 metres and weigh on average 25 Kgs. each. Our delivery drivers will be as helpful as they can but you cannot rely on them to carry these packages for you. You will need help. You need to ensure that you have adequate assistance to move the goods safely to your designated storage area.
- 6.4 **We are not responsible for delays outside our control.** If our delivery of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.
- 6.5 **If you are not at home when the product is delivered.** If no one is available at your address to take delivery, we will leave you a note informing you of how to rearrange delivery at your cost.
- 6.6 **If you do not re-arrange delivery.** If after a failed delivery to you, you do not re-arrange delivery we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery we may end the contract and clause [8.2](#) will apply.
- 6.7 **When you become responsible for the product.** The product will be your responsibility from the time we deliver the product to the address you gave us.
- 6.8 **When you own the products.** You own the products once we have received payment in full.

## 7. **Your rights to end the contract**

- 7.1 **You can always end the contract for supply of a product before it has been delivered and paid for.** You may contact us to end your contract for a product at any time before we have delivered it and you have paid for it, but in some circumstances we may charge you for doing this, as described below. Of course, you always have rights where a product is faulty or mis-described (see clause 9, "If there is a problem with the products").
- 7.2 **What happens if you have good reason for ending the contract.** If you are ending the contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided or have

not been provided properly and you may also be entitled to further compensation. The reasons are:

- (a) we have told you about an upcoming change to the product or these terms which you do not agree to ;
- (b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the products may be significantly delayed because of events outside our control;
- (d) you have a legal right to end the contract because of something we have done wrong.

**7.3 What happens if you end the contract without a good reason.** If you are not ending the contract for one of the reasons set out in clause **7.2**, then the contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract

**7.4 Returning products after ending the contract.** If you end the contract after products have been dispatched to you and (because we cannot recall them) they are delivered to you, you must return them to us at your expense.

## **8. Our rights to end the contract**

**8.1 We may end the contract if you break it.** We may end the contract for a product at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;
- (b) you do not, allow us to deliver the products to

**8.2 You must compensate us if you break the contract.** If we end the contract in the situations set out in clause **8.1** we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract

## **9. If there is a problem with the product**

**9.1 How to tell us about problems.** If you have any questions or complaints about the product, please contact us

**9.2 Summary of your legal rights.** We are under a legal duty to supply products that are in conformity with this contract. Nothing in these terms will affect your legal rights.

9.3 **Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products you must allow us to collect them from you. We will pay the costs of collection.

## 10. Price and payment

10.1 **Where to find the price for the product.** The price of the product (which includes VAT) will be the price set out in our price list in force at the date of your order unless we have agreed another price in writing.

10.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product (including delivery costs) in full before the change in the rate of VAT takes effect.

10.3 **Payment is due** upon presentation of our invoice and we will not deliver any product until payment has been made in full.

## 11. Our responsibility for loss or damage suffered by you

11.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but, except as set out in clause 11.2 we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

11.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the goods including the right to receive goods which are: as described and match information we provided to you and of satisfactory quality; fit for any particular purpose made known to us; and for defective products under the Consumer Protection Act 1987

11.3 **We are not liable for business losses.** We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## 12. How we may use your personal information

12.1 **How we will use your personal information.** We will use the personal information you provide to us:

- (a) to supply the products to you;
- (b) to process your payment for the products; and
- (c) if you agreed to this during the order process, to inform you about similar products that we provide, but you may stop receiving these communications at any time by contacting us.

12.2 **We may pass your personal information to credit reference agencies.** Where we extend credit to you for the products we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.

12.3 **We will only give your personal information to third parties where the law either requires or allows us to do so.**

## 13. Other important terms

13.1 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

13.2 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

13.3 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.