

Terms and Conditions for mail order, telephone and internet sales to individuals ordering goods from www.woodburnershowrooms.com

These Terms and Conditions, together with any and all other documents referred to herein, set out the terms under which Goods are sold by Us through this website www.woodburnershowrooms.co.uk. Please read these Terms and Conditions carefully and ensure that you understand them before ordering any Goods from Our Site. You are required to read and accept these Terms and Conditions before ordering Goods. If you do not agree to comply with and be bound by these Terms and Conditions, we will not accept an order for Goods through Our Site. These Terms and Conditions, as well as any and all Contracts are in the English language only. By accepting these Terms & Conditions you understand you are entering into a contract with Woodburner Showrooms Ltd.

These Terms and Conditions apply to the purchase of a product only from this website. If a product is purchased with a service such as an installation, these terms and conditions do not apply.

Product Information

Any product information provided verbally, written and on our website is for guidance only and given in good faith but without warranty. Whilst every effort is made to display as accurately as possible the colour and size of our goods, we cannot guarantee that your monitors display of any colour will accurately reflect the colour of the goods on delivery. Woodburner Showrooms Ltd cannot account for all scenarios such as site conditions and skills of application if we have provide a supply only service. In any event we do not accept any liability whatsoever for the performance or non-performance of any goods beyond the value of those goods (for example, we shall not be liable in respect of wasted time or additional costs incurred by any person such as labour or scaffolding costs nor shall we be liable in respect of any alleged consequential losses of any person).

Stove installation

We are a supply and install Company. All solid fuel stoves must be installed by a registered installer like those employed by us Woodburner Showrooms Ltd. If we are not commissioned to carry out the installation we recommend you contact a professional Hetas Certified installer to survey the installation prior to purchasing your stove. The stove must be installed in accordance with the Manufacturer's recommendations and the current Building Regulations in force. Failure to get the solid fuel stove installed correctly will invalidate the guarantee. We recommend you buy the stove plus any associated parts and have it delivered before arranging an installation date . It is the customers responsibility to ensure they have all the goods/parts prior to booking an installer.

Prices

All Prices shown are inclusive of VAT and Prices are subject to change without notice. All orders are subject to availability. We reserve the right to refuse to accept any order where there is an error in the description of the goods or the advertised prices. Woodburner Showrooms Ltd reserves the right at any time to change or discontinue a product without notice on this website. If we have displayed an incorrect price we will contact you in writing before proceeding with your Order to inform you of the mistake and offer the following options. We will give you the option to purchase the Goods at the correct price or to cancel your Order (or the affected part thereof). We will not proceed with processing your Order until you respond. If We do not receive a response from you within 7 days, We will treat the Order as cancelled and notify you in writing.

Advisory Service

Acting on any advice given by us is done so at your own risk and we accept no responsibility for any errors or omissions nor liability for your (or a third party's) reliance on our advice. Responsibility for the installation of parts or product remains solely with the installer.

Ordering

We use the information you provide about yourself when placing an order only to complete that order. We do not share this information. We use return email addresses to answer the email we receive. Such addresses are not used for any other purpose and are not shared with outside parties.

Faulty, Damaged or Incorrect Goods

Under UK law, We must provide goods that are of satisfactory quality, fit for purpose, as described at the time of purchase, in accordance with any pre contract information we have provided, and that match any samples or models that you have seen or examined (unless We have made you aware of any differences). If any digital content is included in the Goods, that digital content must also conform. If any Goods you have purchased do not comply and, for example, have faults or are damaged when you receive them, or if you receive incorrect Goods, please contact Us as soon as reasonably possible to inform Us of the fault, damage or error, and to arrange for a refund, repair or replacement. On the day that you receive the Goods (and ownership of them) you have a 30 Calendar Day right to reject the Goods and to receive a full refund if they do not conform as stated above. Alternatively, you may request a repair of the Goods or a replacement. We will bear any associated costs and will carry out the repair or replacement within a reasonable time and without significant inconvenience to you. In certain circumstances, where a repair or replacement is impossible or otherwise disproportionate, We may instead offer you a full refund. If you request a repair or replacement during the 30 Calendar Day rejection period, that period will be suspended while We carry out the repair or replacement and will resume on the day that you receive the replacement or repaired Goods. If less than 7 Calendar Days remain out of the original period, it will be extended to 7 Calendar Days. If, after a repair or replacement, the Goods still do not conform (or if We cannot do so as previously described, or have failed to act within a reasonable time or without significant inconvenience to you), you may have the right either to keep the Goods at a reduced price, or to reject them in exchange for a refund. If you exercise the final right to reject the goods more than six months after you have received the Goods (and ownership of them), We may reduce any refund to reflect the use that you have had out of the Goods.

Free Delivery

Our free stove delivery offer is normally within a twenty mile radius of the Showroom. Please check with us that your delivery address is covered before placing an order. It is also your responsibility to inform us if there are any concerns or restrictions with access. If you request that we deliver on or in the property, any subsequent damage to the property is understood to be at your risk and liability. Free delivery refers to Stove orders only. A responsible person will need to be at the delivery address at the arranged time to check and sign a goods received/inspection note. If you miss your pre-booked stove delivery then re-delivery charges may apply. Purchases from this website other than a stove will incur an additional delivery charge. Small packages = Standard delivery rate 3-5 day Service. Large items = Standard Pallet rate 3-5 day Service.

Stove Availability

Woodburner Showrooms Ltd hold a limited amount of stock, you can check stock availability by calling or emailing us. If in stock delivery is normally five days from receipt of payment. If item is not in stock it can take approx 7-10 days. In some cases where the item is out of stock with the manufacturers it can take 4-8 weeks or longer. All delivery times are estimates.

Cancellations & Returns Policy

To cancel or return an item you must confirm this in writing via email to info@woodburnershowrooms.co.uk or write to us at Woodburner Showrooms Ltd, Whitestone Farm, Main Road, Birdham, PO20 7HU. Please quote clearly your name plus the order number or invoice number. Mail order, telephone and internet sales to individuals (not businesses), are covered by The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. As a customer you have the option to cancel any order between the time of placing it and 14 working days after delivery. You do not have to provide a reason for cancellation. You have the right to a refund within 30 working days of cancellation. We will action the refund as soon as the goods have been returned to us in a resalable condition. The goods must be boxed and must have not been fitted and / or used in any way. Should we find any damage upon receipt we will advise you and deduct any costs from the refund amount. We will refund the amount originally paid minus any damages and also minus any costs of collecting the goods. Bespoke items made to specification, personalised goods, or goods or materials cut to length, are excluded from the right to cancel.

Responsibility for the legality of your stove installation

Chimney installations come under Building Control and as such the customer must notify their Local Authority of the works. If the customer uses a competent person to install, then their registration body can do this for the customer. If the customers are self-installing or getting a tradesman to do the work for them then they will need to notify, pay fees, and have the installation inspected as needed by a Building Control Officer. In some areas other rules apply, for example if the house is listed, in an

area of outstanding natural beauty, a national park or has a covenant on the property deeds then the customer will need to apply for the appropriate consent. Again, it is the customers responsibility to ensure they are meeting the necessary rules and regulations that are in force.

It is also the customer's responsibility to ensure that they tell the supplier if they live and are having the stove installed in a Smoke Control Area. In a smoke control area, the customer can only burn wood on a Defra Exempt Stove. Customers can check to see if they live in a smoke control area by contacting their Local Authority.

Warranties

We support the manufacturer's warranty period where offered. We as a retailer are an official reseller appointed directly by the manufacturer. Manufacturer's warranties vary by product, whether they are new or ex-display, and sometimes by method or installation, and may be for parts only, non-transferrable and restricted in other ways such as accidental or cosmetic damage, failure to follow manufacturer's instructions or installation guidelines, lack of cleaning or servicing, deliberate damage or neglect. If you wish to confirm the manufacturer's warranty details prior to purchase, please contact us.

If your product develops a fault that needs to be repaired within the warranty period, please call us on 01243 512700 and we'll liaise with the manufacturer / your installer on your behalf and / or send our own qualified staff to carry out the repair. We will require a copy of the Installers commissioning report prior to any intervention.

Privacy & Security

In order to prevent unauthorised access to the data, which you have provided to us, we follow strict security procedures in the storage and disclosure of information. From time to time industry regulators and our auditors may require us to disclose some or all of the information for legal or regulatory purposes only. We do not share your information with any third parties without your permission. Under the Data Protection Act, you have the right to see any data that we hold about you and to object at any time to the use of your data. We hold data to primarily validate delivery details and manufacturer warranties.

Third Party rights

A person who is not a party to the Contract shall not have any rights to enforce its terms.

Law

The Terms shall be governed by and constructed in accordance with the laws of England and you irrevocably submit to the exclusive jurisdiction of the courts of England.

For further information on your rights as a consumer, please contact your local Citizens' Advice Bureau or Trading Standards Office.

Contact

For any queries regarding orders, purchases, warranties services or complaints, please contact us via email, phone or post.

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