

## **Terms of Sale for Distance and Online Selling**

### **Terminology used**

These terms of sale (Terms) apply to any orders you place through this website for products (Products) and any contract (Contract) that The Southern Timber Co. Ltd. (otherwise referred to as 'Southern Timber', 'we', 'us' or 'our') then makes with you in response to your order. You should print a copy of these Terms for your future reference and we also recommend that you read these Terms carefully.

### **Pricing**

Southern Timber are a well established Timber Merchant selling timber products mainly in Devon and Cornwall. We also offer an extended range of products for direct delivery to most parts of the mainland UK. This extended range is sourced and delivered direct from several different trusted Suppliers. While prices are monitored and amended as frequently as our business allows it is possible that on some occasions we may accidentally display an incorrect price for a Product on our website.

Where the Product's correct price is less than the price shown we will charge you the lower amount when processing your order. However, if the Product's correct price is higher than the displayed price, we are under no obligation to provide the Product to you at the incorrect (lower) price, even after we've sent you an order confirmation e-mail. In this situation, at our discretion we'll either contact you for instructions before dispatching the Product, or reject your order and notify you of this.

Where prices are shown on our website they are all VAT inclusive. Most of these products that are offered for sale on our website enjoy free delivery. However, some of our items will incur a delivery charge which may vary according to order weight, order value or delivery location. If this is the case the delivery charge, or surcharge, will be listed as 'shipping' near the bottom of the Checkout page.

### **Placing your order**

You must accept these Terms in full before your order can be placed. Because we don't knowingly sell to children you must be aged 18 or over to place an order with us. Our order process lets you check and amend any errors before submitting your online order to us. Please take the time to read and check your order carefully at each stage of the process.

Also please make sure that you provide your correct phone number and email address when ordering. Any special instructions or further contact details can be included in the Order Notes section on the Checkout page. When you place your order, this represents an offer to purchase Products from us and we will send you an email confirming that we have received your order. However, this order confirmation email doesn't mean that we've accepted your order, for further details see Payment, paragraph 3.

### **Payment**

We accept debit, or credit, card payment for all products ordered through our website. Using the SagePay payment platform we accept Visa and Mastercard credit cards, along with Delta, Maestro and Visa Electron debit cards. Payment will be taken for your order, including any delivery charges,

from your preferred card at the time you place your order. However, Payment doesn't mean that your order has been accepted and if we reject your order for any reason, or we can't supply the Products you've ordered, then we will credit your payment card with a full refund.

Before we have accepted your order, we reserve the right to tell you that your order has been rejected for any reason. All orders are subject to stock availability. We'll tell you as soon as possible if we can't supply one or more of the Products that you've ordered. If we can't contact you about these out-of-stock Products, we'll accept your order for the Products we do have in stock. If you've already paid for the unavailable products, we'll give you a refund for their purchase price.

Your order will be automatically accepted when we dispatch your Products and provided that we've received payment in full for the Products and any associated delivery charges. The Contract between yourself and Southern Timber is formed at the time your Products are dispatched. If your order is dispatched in more than one delivery, each dispatch will form a separate Contract covering the Product(s) delivered under that dispatch.

## **Delivery Details**

### **Timescales for delivery**

We'll always try our best to meet the estimated delivery timescales we give you. However, we won't be held responsible for any failure to deliver your order within the stated timescales, provided we deliver the Products within 30 days of receiving your payment, or within a longer time period if we've expressly agreed this with you.

If we can't deliver your order within this timescale, we'll let you know and give you the opportunity to either wait for the Products or cancel your Contract. If you choose to cancel, we'll give you a full refund including any delivery charges that apply. We strongly recommend that you don't book any tradesmen until we've delivered your order in full and you've checked it over. Please note that we can't be held responsible for any charges made by tradesmen as a result of your order not being delivered, or because you didn't check your delivery before booking their services.

### **When and where we deliver**

For standard products delivered directly from a trusted Supplier, you will be given an estimated delivery lead time in your basket before you check out. Your order will then be processed and forwarded to the appropriate Supplier. Depending on the Supplier you will be contacted by text, email or phone with proposed delivery arrangements. Most deliveries are Monday to Friday, but some Suppliers may deliver at weekends during peak times of year.

If you are purchasing products from different Suppliers then you will probably receive these items on different days. Because most Suppliers deliver from differing locations using independent distribution networks it becomes impossible to combine these products into one delivery.

Some smaller products including Gecko Gauges, Post Supports and Stainless Steel fixings are delivered from our premises by Parcelforce Courier. We have daily collections and most items are delivered within 2 working days of placing an order. Saturday and Sunday are not included as working days. Parcelforce will upon request deliver on Saturdays but will charge extra for this Service.

### **Receiving Delivery**

We will always try to make one single delivery wherever possible, to minimise inconvenience. However, this may not always be possible. Where your order contains a mix of Products with different delivery lead times, the longest lead time will always apply to the entire order.

All deliveries must be received and signed for by a person aged 18 or over. Several Suppliers will leave deliveries at non-attended addresses if there is no alternative. However, they would need to be notified in advance and in writing. These delivered items would then be at your risk.

If no prior arrangements are made and nobody is available to take the delivery, you will be contacted to arrange a suitable date and time for redelivery. We may need to make an additional handling charge for this. If no one is available to receive the redelivery, we may cancel your order and refund your payment, minus any delivery and handling charges.

### **Incomplete and/or Damaged Products**

#### **Your rights**

In the unlikely event that a Product is incomplete, not as described or delivered damaged, your rights are set out in our Standard Terms & Conditions. However, if you are ordering Products from us as a consumer rather than in the course of your business, you may have additional legal rights and nothing in these Terms or our Standard Terms & Conditions will affect these rights.

If there are any issues with the Products you have received then please contact us straightaway so we can help. You can email us at [weborders@southern-timber.co.uk](mailto:weborders@southern-timber.co.uk) or phone us on 01803 813803. Please have delivery details to hand – usually the delivery Post Code and/or order number is sufficient. If we offer you a refund, this will be credited to the debit or credit card used to purchase the affected Product(s).

#### **Consumer Cancellation Right**

If you're ordering Products from us as a consumer, you have a statutory right to cancel any online or telephone orders and receive a full refund, including standard delivery charges. This is your Consumer Cancellation Right (CCR) and it applies in addition to any other rights set out under these Terms. Please note that any bespoke items which have been machined or ordered specifically for you are not included in this CCR.

#### **More details on how your Consumer Cancellation Right operates**

If you wish to exercise your Consumer Cancellation Right then you must contact us, preferably by email, at any time before the Products are dispatched. Alternatively you can contact us within 14 days of delivery, these 14 days beginning from the day after your delivery has been made. If your order is delivered in multiple consignments then the 14 day period starts the day after the last consignment is delivered. If we receive your cancellation notice outside of these timescales then your CCR will be invalidated.

Please also note that if you exercise your Consumer Cancellation Right after the Products have been delivered, you will be responsible for returning the Products to us at your own cost. The Products must also be returned within 14 days of you cancelling your order.

#### **Your refund when you exercise your Consumer Cancellation Right**

We will refund the appropriate price of your returned Products as soon as possible and no later than 14 days after receiving them back. Please note that we have the right to reduce the amount of your refund to reflect any decrease in the Products' value that has resulted from the manner in which you've handled them. The refund will be made to the debit or credit card you used to pay for the Products.

### **Process of returning CCR Products**

You should return your Products, at your own expense, to the relevant Supplier. If you are unsure then please contact us. Alternatively you can arrange for us to collect the Products by emailing [info@southern-timber.co.uk](mailto:info@southern-timber.co.uk), or calling us on 01803 813803. Please have your Invoice number and descriptions of the Products you want to return available before calling. Once we have the purchase details required we will arrange for the Products to be collected. Prices will vary, but for example, Rowlinson products collection service charge for their products is £30.

### **Other cancellations/returns**

Unless you have a consumer cancellation right or faulty/defective product any cancellations/returns and refunds are at our discretion. To enquire about cancellations and returns, please call 01803 813803 or email [weborders@southern-timber.co.uk](mailto:weborders@southern-timber.co.uk) with your order number, postcode and phone number. If we do accept a return of the Products, they must be returned in their original condition within 14 days of the date of delivery to you. You'll be responsible for returning the Products to us at your own cost and we may also deduct a restocking charge from the amount of your refund.

### **Other important terms**

If any part of these Terms is found to be invalid or unenforceable then, to the extent that it is invalid or unenforceable, the part in question will be treated as if it has been severed from these Terms. If this happens, the remaining parts of these Terms will continue in full force and effect.

We reserve the right to make changes to these Terms in the future without giving notice. Any changes will be posted to this website and will take effect immediately. Therefore, you should read these Terms each time you access this website and before placing an order with us. These Terms and any Contracts shall be governed by and construed in accordance with English law and shall be subject to the exclusive jurisdiction of the English courts.