# **Terms and Conditions**

#### 1. Tallboy's Woodworking and the Customer

1.1. For the purpose of information provided within the website and other publicity, these Terms and Conditions, 'we' 'us' or 'our' refers to Tallboy's Woodworking, whilst, 'you' or 'your' refers to the Customer.

#### 2. Enquires and Orders

- 2.1. 'Specification Quotation' details of your specific requirements for goods to be supplied, ie 'bespoke' goods.
- 2.2. 'Bespoke Order Confirmation' confirmation of your approval of the Specification Quotation with any amendments made.
- 2.3. 'Goods' any item as detailed on the website, other publicity, Specification Quotation or Bespoke Order Confirmation.
- 2.4. If for any reason, we are unfortunately unable to supply the goods required to your particular specification, you will be notified as soon as possible after we receive your enquiry.
- 2.5. You will be sent a Specification Quotation of your requirements by e-mail. It is your responsibility to approve the details or notify us of any errors or changes required. We will then send you a Bespoke Order Confirmation via e-mail to accept your approved Specification Quotation with any amendments made.
- 2.6. Once the Bespoke Order Confirmation has been sent to you, this constitutes a legally binding contract which is governed by Acts as laid down by UK Parliament.

#### 3. Payment

- 3.1. For us to process your bespoke order, we must receive confirmation of your approval of the Specification Quotation and 50% payment as deposit, when requested.
- 3.2. Payment for goods can be made via cash, cheque, PayPal or Postal Order.
- 3.3. Upon receiving your approval and 50% payment is cleared (if appropriate), we will notify you of an expected despatch date. If for any reason, we are unable to despatch within the time frame, we will contact you.
- 3.4. All goods must be paid for in full and cleared (if appropriate) before being despatched.

## 4. Deliveries

- 4.1. For bespoke goods:
  - 4.1.1. Once your approval of the Specification Quotation has been received and deposit cleared, delivery will be made within 30 days unless otherwise agreed.
  - 4.1.2. When we advise you of the despatch date, we must receive confirmation that someone will be available to accept the delivery.
  - 4.1.3. A full postal address must be given prior to the Specification Quotation being sent, in order to give delivery costs.
  - 4.1.4. Deliveries will be made free of charge within a radius of 20 miles from us. Costs for any deliveries to be made in excess of 20 miles radius will be advised to you when we send the Specification Quotation.
  - 4.1.5. Whether the delivery is 'free of charge' or 'charged'; only one attempt will be made to deliver the goods, otherwise we reserve the right to charge a 'non delivery' fee based on the distance travelled and any second attempt delivery costs will be charged accordingly.
- 4.2. Delivery will be made within 5 working days for goods purchased via the website or eBay, unless the advert states otherwise.
- 4.3. Sorry, no collections can be made without prior arrangement.

### 5. Cancellation, Damage Goods and Returns

- 5.1. We are unfortunately unable to accept any of the following for bespoke products (unless any other clause within these Terms and Conditions is applicable):
  - 5.1.1. Cancellations once the Bespoke Order Confirmation has been sent;
  - 5.1.2. Returns.
- 5.2. Orders cancelled once the manufacturing process has been started, ie once the Bespoke Order Confirmation has been sent to you, will remain our property and any actual losses will be claimed from you.
- 5.3. If your order does not conform to contract, ie, is not manufactured to your instructions (and the correct procedure has been followed for approval of your order), then you have a right to cancel the contract, return the goods and receive either a full refund of your monies or replacement goods.
- 5.4. For non bespoke goods purchased online, you have a cooling-off period from the time you place your order, ending 2 weeks from the day after you receive your goods.
- 5.5. Goods which become faulty within 4 weeks of receipt, will either be refunded, repaired or replaced.
- 5.6. Goods becoming faulty after 4 weeks and within 6 months, will be repaired or replaced, provided that the fault has not occurred through normal wear and tear.
- 5.7. Goods damaged in transit will be replaced as soon as possible free of charge, to the same specifications as the original Bespoke Order Confirmation. However, we cannot replace damaged goods if you have signed, acknowledging receiving them in good condition. You must have stated on the delivery note that goods were received damaged.
- 5.8. You must contact us to discuss the return of any goods in all instances.

# 6. Confidentiality

6.1. Your details will not be passed on to third parties, but we reserve the right to pass on your contact numbers to parcel carriers in the event of delivery difficulties, unless specifically requested not to do so. All customer details are used only in accordance with the Data Protection Act.

### 7. Indemnity

7.1. You agree to indemnify us against any claims, losses, liabilities, damages and expenses (including legal fees), arising out of your use of Tallboy's Woodworking website and other related online sites.

### 8. Consumer Rights

8.1. None of the above Terms and Conditions affects your statutory consumer rights.