

## **Terms and Conditions of Sale**

These Terms & Conditions govern the sale of goods and use of the website operated by Basildon Timber Limited (“Basildon Timber”, “we”, “us”, or “our”).

By accessing our website or placing an order, you agree to these Terms & Conditions.

Company Information: Basildon Timber Merchants Limited, Honywood House, Honywood Road, Basildon, Essex, SS14 3DT. Tel: 01268 531444 Email: [sales@basildontimber.com](mailto:sales@basildontimber.com)

### **Use of Website**

Our website is provided free of charge for lawful use. You must not misuse the site, attempt unauthorised access, or interfere with its operation.

### **1. Product Description and Natural Variation**

- Product descriptions are provided in good faith.
- Natural Variation: Wood is a natural product. Variations in colour, markings, size, shape, texture, grain and finish are expected and not considered defects.
- Sample Disclaimer: Images on the website are for illustrative purposes only, and products may not perfectly match images or previous orders.
- Defects: Minor checks, knots, and splits are normal; only structural defects that make the wood unusable are considered valid grounds for complaint.
- Measurements, tolerances, and specifications may vary within industry standards

### **2. Pricing and Payment**

- All prices displayed to consumers include VAT unless stated otherwise
- Delivery charges are calculated at checkout
- We reserve the right to correct pricing errors before dispatch
- Price Changes: Due to fluctuating material costs, prices may change without notice.
- Payment Terms: Payment is required in full before dispatch, particularly for online orders.
- Errors: We reserve the right to rectify pricing errors, and we are not obligated to fulfil orders priced incorrectly. If a pricing error occurs, we will contact you before dispatch to confirm whether you wish to proceed or receive a full refund.

### **3. Order Acceptance & Payment**

- Orders are subject to acceptance and availability
- Payment is taken at checkout via third-party payment providers
- A contract is formed only when goods are dispatched
- We reserve the right to refuse or cancel orders prior to dispatch

## 4. Delivery Terms

- All goods will remain the property of Basildon Timber Merchants limited until the price has been paid in full.
- Delivery Inspection - you should inspect goods within a reasonable time after delivery. Signing for goods does not remove your right to report: Hidden damage, Manufacturing defects, Incorrect Items.
- Delivery charges vary based on product type, location, and accessibility
- Delivery dates are estimates only
- Delivery dates and times are given in good faith but are not guaranteed and no liability will be accepted for any loss whatsoever suffered or caused through late delivery or non-delivery where failure was due to circumstances beyond our control.
- Delivery Liability - Risk passes to the buyer upon delivery.
- No claim will be entertained by the company in respect of goods delivered to unoccupied sites or premises by way of damage or shortage where permission has been given at the time of order by the customer for goods to be left.
- Access: It is the buyer's responsibility to ensure access for delivery vehicles. If delivery cannot be made due to access issues, re-delivery charges may apply.
- Delays: While we aim to deliver within a specified timeframe we are not liable for reasonable delays or circumstances beyond our control. All reasonable steps will be taken to ensure deliveries are met within the specified time quoted.

## 5. Cancellations and Returns

- In all cases, a re-stocking fee of 15 % will be applied to credit notes and refunds for goods returned unused and in their original condition. The management reserve the right to change this fee.

### Eligibility for Return

In all cases, a return will only be considered, provided that the item(s) meet the following criteria:

- The item(s) is/are unused and as sold
- The item(s) is/were not cut to order
- The item(s) has/have not made to your specific measurements or requirements
- The item(s) must be in a resalable condition

### Purchased online:

If you purchased your goods online, under the Consumer Contracts Regulations, you have the right to cancel your order within 14 calendar days of receiving your goods. To cancel, you must contact us via email or phone, within this period, providing the order number for your purchase. You then have 14 days to return the goods to us at your own cost.

### Purchased instore:

For instore purchases, you should return your goods to our shop and speak to a member of the sales team there, providing your order number to help them assist you with your return.

## How to Return an Item

Returning an item varies slightly depending on how it was purchased, please see the slight differences below highlighted below in our step by step approach to returning an item.

### Purchased online:

- i. Contact Us: Email us at [sales@basildontimber.com](mailto:sales@basildontimber.com) with your order details and reason for the return, within 14 calendar days of receiving the item.
- ii. Return Approval: We will provide instructions on how to return your item.
- iii. Delivery Costs: Unless the item is faulty or incorrectly supplied, the buyer is responsible for return Delivery costs.

### Purchased in Branch:

- i. Contact Us: Call our shop on 01268 531444 with your order details and reason for the return within 14 calendar days of purchasing the item. Note who you spoke to.
- ii. Return Approval: We will provide instructions on how to return your item.
- iii. Returning the Item: The buyer is responsible for returning the item to the shop in order to facilitate the return.

If the return of the item in question falls outside of the remit above, please note that the company may still be able to enable the return of your item, if it is not cut to order, damaged or faulty when you received it.

## Refunds

Once we receive your product we then begin the necessary steps below in order to begin the process of completing a refund:

- i. Once your return is received and inspected, we will notify you of the approval status.
- ii. Approved returns will be refunded to your original payment method within 14 days, less the 15% re-stocking fee.
- iii. If your item was faulty, we will also refund any standard delivery costs.

## **Damaged or Faulty Items**

If you purchase an item that is received faulty and/or damaged, please follow the step by step approach below so that we can look to rectify the issue for you as soon as possible:

- i. Contact Us: If you receive a damaged or faulty item, please contact us within 48 hours of receiving your purchase.
- ii. Review of the Issue: Once we have received your notification, we may request photos of the damage in order to thoroughly review and investigate the fault and/or damage.
- iii. Rectifying the Issue: We may then have to contact the supplier and/or manufacturer in order that we can arrange a replacement or refund as appropriate.

## **Exclusions**

Unfortunately, there are instances where we are unable to allow customers to return an item to us. This could be due to the extended time frame that it has taken for them to return an item to us or if we suspect that the return is due to an involvement in an illegal activity such as fraud.

We also have individual products that due to the nature of the product, we cannot offer a refund.

The following items are non-returnable, unless they are received faulty and/or damaged:

- Cut to order products
- Products made to your specific measurements or requirements
- Special order items not usually stocked

If you have any questions about our Returns Policy, please do not hesitate to speak to our team.

## **6. Risk & Title**

- Risk passes on delivery
- Title passes once full payment is received

## **7. Liability and Safety**

- **Proper Use/Storage:** The seller is not liable for damage caused by improper storage (e.g., wood getting damp) or improper use of the product.
- **Liability Limit:** The seller's total liability is limited to the purchase price of the goods.

## **8. General**

### **1. Liability:**

We do not exclude or limit liability for:

- Death or personal injury caused by negligence
- Fraud or fraudulent misrepresentation
- Any matter which cannot legally be excluded
- Nothing in these Terms limits your statutory consumer rights.

### **2. Website Availability**

We aim to provide continuous access but do not guarantee uninterrupted service. Access may be suspended for maintenance or technical reasons.

### **3. Third-Party Links & Services**

We are not responsible for the content or policies of third-party websites linked from our site.

### **4. Force Majeure**

We are not liable for delays or failures caused by events beyond our reasonable control, including:

- Extreme weather
- Supplier disruption
- Transport issues
- Acts of God



## 5. Governing Law & Jurisdiction:

These Terms are governed by the laws of England and Wales. Disputes shall be subject to the exclusive jurisdiction of the English courts.

## 6. Changes to These Terms:

We may update these Terms from time to time.

## 7. Contact Us

If you have any questions about these terms, please contact us using the details provided at the beginning of these terms and conditions.