



## TERMS & CONDITIONS OF BUSINESS

These Terms and Conditions are the standard terms for the sale of goods by ANB Groundcare Limited trading as ANB Firewood, a company registered in England under number 7997511, whose registered address is Peace Haven, Shurlock Road, Waltham St. Lawrence, Berkshire, RG10 0HN (referred to herein as we, us or ANB).

### 1. Information About Us

- 1.1. you wish to contact us; you may do so by telephone at 0118 3040197 or by email at [order@anb-firewood.co.uk](mailto:order@anb-firewood.co.uk).
- 1.2. Our VAT number is GB 895651179.
- 1.3. We are a member of the Ready to Burn Scheme.
- 1.4. Goods we sell are logs, kindling and woodchip.

### 2. The Contract

- 2.1 These Terms and Conditions govern the sale of goods by us and will form the basis of the contract between us and you. Before making your order, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask us for clarification.
- 2.2 Nothing provided by us including, but not limited to, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance. Your order constitutes a contractual offer that we may, at our discretion, accept.
- 2.3 A legally binding contract between us and you will be created upon our acceptance of your order, indicated by our order confirmation. Order confirmations will be provided in writing.
- 2.4 We shall ensure that the following information is given or made available to you prior to the formation of the contract between us and you, save for where such information is already apparent from the context of the transaction:
  - 2.4.1 The main characteristics of the Goods;
  - 2.4.2 Our contact details as set out above;
  - 2.4.3 The total price for the Goods will include taxes.
  - 2.4.4 Where applicable, all additional delivery charges;
  - 2.4.5 Where applicable, the arrangements for payment, delivery and the time by which we undertake to deliver the Goods.

### 3. Description and Specification of Goods

- 3.1 Pictures, descriptions and illustrations are for illustrative purposes and may not exactly match the product itself.
- 3.2 If we find, or are made aware of, any typographical, clerical or other accidental errors or omissions in any sales and marketing literature, price lists or any other documents we will make every reasonable effort to correct such errors or omissions as soon as is

reasonably possible.

- 3.3 We reserve the right to make any changes in the specification of the Goods that may be required to conform to any applicable safety or other legal or regulatory requirements without notice.

#### **4. Orders**

- 4.1 All orders for Goods made by you will be subject to these Terms and Conditions.
- 4.2 You may change your order at any time before we despatch the Goods by contacting us.
- 4.3 If your order is changed we will inform you of any change to the price.
- 4.4 You may cancel your order at any time before we despatch the Goods by contacting us. If you have already paid for the Goods under Clause 5, the payment will be refunded to you within 5 working days. If you request that your order be cancelled, you must confirm this cancellation in writing.
- 4.5 All Goods are subject to availability. We may cancel your order at any time before we despatch the Goods.
- 4.6 If we cancel your order and you have already paid for the Goods, the payment will be refunded to you within 5 working days. If we cancel your order, the cancellation will be confirmed by us in writing.

#### **5. Price and Payment**

- 5.1 The price of the Goods will be that shown on our website in force at the time of your order. If the price shown in your order differs from our current price, we will inform you upon receipt of your order.
- 5.2 If we quote a special price which is different to the price shown on our website, the special price will be valid for 48 hours or, if the special price is part of an advertised special offer, for the period shown in the advertisement. Orders placed during this period will be accepted at the special price of the order until after the period has expired.
- 5.3 Our prices may change at any time, but these changes will not affect any orders that we have already accepted.
- 5.4 We have made every reasonable effort to ensure that our prices, as shown on our website are correct. Prices will be checked when we process your order. If the actual price of the Goods is lower than that stated in your order, you will be charged the lower price. If the actual price of the Goods is higher than that stated in your order, we will ask you how you wish to proceed.
- 5.5 All prices include VAT. If the rate of VAT changes between the date of your order and the date of your payment, we will adjust the rate of VAT that you must pay. Changes in VAT will not affect any prices where we have already received payment in full from you.
- 5.6 Our prices exclude the cost of delivery. Delivery costs may be found on our website and will be added to the final sum due.
- 5.7 All payments for Goods must be made in advance before we can despatch the Goods to you.
- 5.8 We accept the following methods of payment:
- 5.8.1 BACS payment;
  - 5.8.2 Credit or Debit card;

- 5.9 If you do not make payment to us by the due date. We may charge you interest on the overdue sum at the rate of 8% per annum above the base lending rate of the Bank of England from time to time. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgment. You must pay any interest due when paying an overdue sum.
- 5.10 The provisions of sub-clause 5.9 will not apply if you have promptly contacted us to dispute an invoice in good faith. No interest will accrue while such a dispute is ongoing.

## **6. Delivery**

- 6.1 Please note that delivery is currently only possible to certain postcodes, please see the website for delivery details. Deliveries will be made between the hours of 8am-6pm usually on a Thursday or Friday, but we reserve the right in busy periods to also deliver on a Wednesday.
- 6.2 When we provide you with an order confirmation, we will provide an estimated delivery date. Please note that estimated delivery dates may vary according to the availability of Goods, your location, and circumstances beyond our control. Unless agreed otherwise, the Goods will be delivered without undue delay and in any case no later than 30 working days after the date on which the contract is formed.
- 6.3 Our delivery driver will contact you approximately 1 hour before delivery.
- 6.4 Delivery will be deemed to have taken place when the Goods have been delivered to the delivery address indicated in your order. The Goods will be left in an area instructed by you so please ensure space is available, we accept no responsibility for Goods left in a convenient place if no instructions or cleared space is made available.
- 6.5 We reserve the right to abort delivery and shall notify you of the same. Please note that in peak times deliveries may be delayed.
- 6.6 If for any reason we are unable to deliver the Goods at your chosen delivery address, we will leave a note informing you that the Goods have been returned to our premises, requesting that you contact us to arrange re-delivery. We reserve the right to charge up to £25.00 for re-delivery.
- 6.7 The responsibility (sometimes referred to as the "risk") for the Goods remains with us until delivery is complete at which point it will pass to you.
- 6.8 You own the Goods once we have received payment in full for them and they have been delivered.
- 6.9 If the Goods form a commercial unit, you may only reject or cancel all of the Goods, not a portion of them.

## **7. Quality of Goods**

- 7.1 We are part of the Ready to Burn Scheme which means our products have been assessed and certified as having a moisture content of less than 20%. Please note that the logs should be stored in a cool dry place; however, if the logs get wet on delivery, they will still be ok to be burned; slight rain will not affect the quality of the wood or use. Please try to store the order correctly as soon as possible after delivery.
- 7.2 Our logs are delivered in approx. 300/400 natural, ununiformed logs per order and will be approximately 8-14" in length which is suitable for all open/closed fires.
- 7.3 Unless the items are sent out and are faulty we do not allow for Goods to be returned.
- 7.4 Refunds (whether full or partial, including reductions in price) under this Clause 7 will be issued within 14 Calendar Days of the day on which we agree that you are entitled

to the refund.

## **8. Our Liability**

- 8.1 No warranty is given or implied on any timber product as it is a natural product and will react differently depending on usage and conditions.
- 8.2 In any event and despite anything contained in these conditions, in no circumstances shall we be liable in contract, tort (including negligence or breach of statutory duties) or otherwise howsoever, and whatever the cause thereof,
- (i) for any increased costs or expenses
  - (ii) for any loss of profit, business contracts, revenues or anticipated savings, or
  - (iii) for any special indirect or consequential damage of any nature whatsoever.
- 8.3 We only supply Goods for domestic and private use. We make no warranty or representation that the Goods are fit for commercial, business or industrial use of any kind (including resale). By making your order, you agree that you will not use the Goods for such purposes. We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 8.4 Nothing in these Terms and Conditions seeks to exclude or limit our liability for death or personal injury caused by our negligence (including that of our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.

## **9. Events Outside of Our Control (Force Majeure)**

- 9.1 We will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disasters beyond our reasonable control.
- 9.2 We shall be entitled to delay or cancel delivery or to reduce the amount delivered if it is prevented from or hindered in or delayed in manufacturing, obtaining or delivering the products by normal routes or means of delivery through circumstances beyond our control.
- 9.3 If any event described under this occurs that is likely to adversely affect our performance of any of our obligations under these Terms and Conditions. We will inform you when the event outside of our control is over and provide details of any new dates, times or availability of Goods as necessary.

## **10. Complaints and Feedback**

- 10.1 We always welcome feedback from our customers and, whilst we always use all reasonable endeavours to ensure that your experience as a customer of ours is a positive one, we nevertheless want to hear from you if you have any cause for complaint.
- 10.2 If you wish to complain about any aspect of your dealings with us, please contact us in one of the following ways:
- (i) By calling us on 0118 304 0197.
  - (ii) By emailing us at [orders@anb-firewood.co.uk](mailto:orders@anb-firewood.co.uk).

## **11. How We Use Your Personal Information (Data Protection)**

We will only use your personal information as set out in our Privacy Policy available on our

website [orders@anb-firewood.co.uk](mailto:orders@anb-firewood.co.uk).

## **12. Other Important Terms**

- 12.1 We may transfer (assign) our obligations and rights under these Terms and Conditions (and under the contract, as applicable) to a third party (this may happen, for example, if we sell our business). If this occurs you will be informed by us in writing. Your rights under these Terms and Conditions will not be affected and our obligations under these terms will be transferred to the third party who will remain bound by them.
- 12.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the contract, as applicable) without our express written permission.
- 12.3 The contract is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 12.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.
- 12.5 No failure or delay by us in exercising any of our rights under these Terms and Conditions means that we have waived that right, and no waiver by us of a breach of any provision of these Terms and Conditions means that we will waive any subsequent breach of the same or any other provision.

## **13. Alternative Dispute Resolution**

- 13.1 Alternative dispute resolution or 'ADR' refers to ways of resolving disputes between a consumer and a trader without going to court.
- 13.2 We are willing to consider ADR to handle any complaints and the costs of which will be split equally between the parties.

## **14. Governing Law and Jurisdiction**

- 14.1 These Terms and Conditions, the contract, and the relationship between you and us (whether contractual or otherwise) shall be governed by and construed in accordance with the law of England and Wales.
- 14.2 Any dispute, controversy, proceedings or claim between you and us relating to these Terms and Conditions, the contract, or the relationship between you and us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England and Wales.