

Woodpecker Joinery (UK) Ltd Terms and Conditions of Sale

Greenhouses and Garden Buildings

BACKGROUND:

These Terms and Conditions are the standard terms for the sale of goods via Telephone, Internet, Showroom or Exhibition by Woodpecker Joinery UK LTD a Private Limited Company registered in England under number 5830650 ,whose registered and trading address is Olympic House, Bramshall Industrial Estate, Bramshall, Staffs, ST14 8TD.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Business Day” means any day other than Saturday or Sunday or bank holiday;

“Bespoke” Made to customers specification and/or made to measure

“Calendar Day” means any day of the year;

“Chosen Carrier” means Our own delivery service, TNT or Parcelforce, whom We shall use to dispatch the Goods to you;

“Contract” means the contract for the purchase and sale of Goods, as explained in Clause 3;

“Goods” means the goods which are to be supplied by Us to you as specified in your Order (and confirmed in Our Order Confirmation);

“Month” means a calendar month;

“Order” means your order for the Goods, made via Telephone, Email or Website;

“Order Confirmation” means Our acceptance and confirmation of your Order as described in Clause 3;

“Pre-Contract Information” means information about Woodpecker Joinery UK LTD, the Goods, pricing, and your legal rights that We are required to provide under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 which will be made available to you via the Terms & Conditions page on our website;

“Premium Delivery” means Our premium delivery option(s), available for an additional charge over Standard Delivery as set out in sub-Clause 6.6.2;

“Price” means the price payable for the Goods;

“Returns Address” means General Manager, Woodpecker Joinery UK LTD, Olympic House, Bramshall Ind Est, Bramshall, Staffs, ST14 8TD;

“Special Price” means a special offer price payable for the Goods;

“Standard Delivery” means Our standard delivery method, by our own logistics, Parcelforce or TNT;

“We/Us/Our/ The Company” means Woodpecker Joinery UK LTD a Private Limited Company registered in England under number 5830650 ,whose registered and main trading address is Olympic House, Bramshall Ind Est, Bramshall, Staffs, ST14 8TD.

1.2 Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications whether sent by email, fax or other means.

2. Information About Us

2.1 Woodpecker Joinery UK LTD is a Private Limited Company registered in England under number 5830650 ,whose registered and main trading address is Olympic House, Bramshall Ind Est, Bramshall, Staffs, ST14 8TD

2.2 Our VAT number is GB797571564.

2.3 We are a member of The Guild of Master Craftsmen & The Timber Trade Federation.

3. The Contract

3.1 These Terms and Conditions govern the sale of goods by Us, via Telephone, Email, at Our Showroom, Exhibitions and Our Website and will form the basis of the Contract between Us and you. Before submitting your Order, you should ensure that you have read these Terms and Conditions and the Pre-Contract Information carefully.

3.2 Nothing provided by Us including, but not limited to, information given over the telephone, sales and marketing literature, price lists and other information constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at our discretion, accept.

3.3 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 by post.

4. Description and Specification of Goods

4.1 We have made every reasonable effort to ensure that the Goods conform to illustrations, photographs and descriptions provided in Our sales and marketing literature and descriptions provided by Our salespeople. We cannot, however, guarantee that all descriptions, illustrations and/or photographs will be precisely accurate due to discrepancies that may arise during the printing process and differences in the colour reproduction of electronic displays. Nothing, however, excludes Our liability for mistakes due to negligence on Our part.

4.2 We are required by law to supply Goods that conform to the Contract. If you receive any Goods that do not conform to the Contract, please refer to Clause 8.

4.3 If We find, or are made aware of, any typographical, clerical or other accidental errors or omissions in any verbal descriptions, sales and marketing literature, price lists or any other information We will make every reasonable effort to correct such errors or omissions as soon as is reasonably possible. If, as a result of any such error or omission, you have received the wrong Goods, you may return the Goods to Us as provided in Clause 8. If as a result of any such error or omission, you have paid too much, We will refund the excess paid for the Goods.

4.4 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.

4.5 The Company reserves the right to make minor modifications to the Goods as the Company deems reasonably necessary.

4.6 All colours, colour stained swatches or painted finishes are for the Customer's guidance purposes only and We cannot guarantee exact colour matches due to the manufacturing processes.

4.7 The dimensions of Goods are subject to the manufacturing tolerance of The Company. Dimensions contained in quotations, acknowledgements of Orders, or catalogues, price lists, advertising matter and other trade literature are therefore approximate only.

4.8 Bespoke and made to order Goods are available from Us. If you Order bespoke or made to order Goods from Us, We will produce AND alter those Goods to your specifications and requirements. Further information on the information We will require with your Order for bespoke Goods can be found on our website.

4.9 When placing an Order for bespoke or made to order Goods, please ensure that all information that you provide to Us is correct, accurate and complete. We cannot accept the return of any bespoke Goods if the return is due to incorrect information provided by you. Please note that this does not affect your legal rights (including but not limited to those described in these terms and conditions).

5. Orders

5.1 All Orders for Goods made by You via Telephone, Email, Our Showroom, Exhibition or Website will be subject to these Terms and Conditions.

5.2 You may change your Order at any time before We dispatch the Goods by contacting Us. This does not apply to bespoke and made to order Goods. We will only accept changes to Orders for bespoke and made to order Goods if We are reasonably able to accommodate your request without additional work. Requests to change Orders do not need to be made in writing.

5.3 If your Order is changed, We will inform you of any change to the Price when you contact Us, and will confirm the change in writing.

5.4 If you change your mind, you may cancel your Order at any time before We dispatch the Goods by contacting Us. Please refer to Clause 9 for details of your cancellation rights and related handling of deposit. This does not apply to bespoke or made to order Goods (unless you are cancelling under sub-Clause 15 due to an event outside of Our control). We will only accept

an Order cancellation for bespoke or made to order Goods if We have not yet begun making or altering the Goods.

5.5 We may cancel your Order at any time before We dispatch the Goods in the following circumstances:

5.5.1 The Goods are no longer in stock and We are unable to re-stock (if, for example, the Goods are discontinued); or

5.5.2 An event outside of Our control continues for more than 10 days (please see Clause 15 for events outside of Our control).

5.6 If We cancel your Order under sub-Clause 5.5 and you have already paid a deposit for the Goods, the payment will be refunded to you within maximum 14 Calendar Days. If We cancel your Order, you will be informed by telephone and the cancellation will be confirmed in writing by email.

5.7 We require all information regarding dwarf wall and brick plinth sizes, door(s), louvre vent(s)/side casement(s) and site access information at least 20 Business days prior to your installation date. Failure to submit information to Us may result in lengthy delays with manufacture and installation. Information required in relation to this clause can only be submitted By email at greenhouses@wpjuk.com; or By post at Woodpecker Joinery UK LTD, Bramshal Ind Est, Bramshall, Staffs, ST14 8TD.

6. Price and Payment

6.1 The Price of the Goods will be that given by Our salespeople and shown in Our website at the time of your Order.

6.2 If We offer a Special Price, the Special Price will be valid for 10 Business Days or, if the Special Price is part of an advertised special offer, for the period shown in the advertisement. If the Special Price requires a promotion or voucher code and you are unable to provide a valid promotion or voucher code when making your Order, the Special Price will not be available to you. Orders placed during the validity period of a Special Price will be accepted at the Special Price even if We do not accept your Order until after the period has expired.

6.3 Our Prices may change at any time but these changes will not affect any Orders that We have already accepted.

6.4 We have made every reasonable effort to ensure that Our Prices, as shown in Our Website are correct. Prices will be checked when We process your Order. If the correct Price of the Goods is lower than that shown in Our Website, you will be charged the lower Price. If the correct Price of the Goods is higher than that shown in Our Website, We will inform you and ask you how you wish to proceed.

6.5 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 from you.

6.6 Our Prices for Greenhouses and Garden Buildings include the cost of delivery and Installation. We normally offer delivery and installation by our own logistics for garden buildings.

6.7 Payment of Deposit. When you place an Order to purchase goods, We will ask you to deposit a sum of 10% or 20% of the total Order value, depending on the order value. This deposit is only refundable under circumstances detailed clause 9.7.

6.8 Payment of the Order Balance must be received on the final day of installation. For larger projects we may request interim payments for which a schedule will be detailed on the Order form.

6.9 You shall not be entitled to make any deduction from the price in respect of any set-off or counter claims.

6.10 We accept the following methods of payment:

6.10.1 Visa Debit or Credit Card by Telephone;

6.10.2 Bank Transfer (Accompanied with remittance confirmation from your bank);

6.11 We do not charge any additional fees for any of the payment methods listed in sub-Clause 6.10.

6.12 If you do not make any payment to Us by the date on which that payment is due, We may charge you interest on that sum at the rate of 3% per annum above the base lending rate of Barclays Bank Plc 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.

6.13 The provisions of sub-Clause 6.10 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.

7. Delivery and Installation

7.1 Please note that delivery is only possible within the United Kingdom mainland. Deliveries beyond mainland United Kingdom is at the discretion The Company.

7.2 When We send you an Order Confirmation, We will provide, along with a confirmation of the Pre-Contract Information, an estimated delivery date. Please note that estimated delivery dates may vary according to the availability of Goods and your location. In any event, subject to any circumstances beyond Our control, and subject to any longer period to which you agree when placing your Order (for Goods that We stock only on demand, for example), Goods will be delivered to you no more than 112 Calendar Days after the date that the Contract is formed (see sub-Clause 3.3).

7.3 Delivery will be deemed to have taken place when the Goods have been received by you (or another person identified by you) at your chosen delivery address and the goods have been installed.

7.4 You must be present for our arrival and the conclusion of installation for your building. This is to ensure that the goods meet your expectation, satisfaction and you are happy for the Delivery and Installation to be signed off to confirm the same.

7.5 If the base or access is sub standard and we are not able to install the building for any reason, the components will be offloaded on site. A charge of 10% of the Order value will be made for us to return to the site and install the building when the initial problem has been rectified.

7.6 Access To Your Site. The price on the Order Form is based on a delivery vehicle getting within 30 metres of the base, over reasonably flat and firm ground. A 'help our driver' form will be enclosed with the Order Form. This must be completed and returned along with the signed order confirmation. The access must accommodate transport barrows, which are 1 metre wide and have no height restriction. Distances to transport the building of more than 30 metres or access with height restrictions should be declared at this point, and a corresponding delivery charge will be considered by Us. We will not carry the goods through a house or outbuildings without prior agreement.

7.7 You will permit Us (and our agents, employees and contractors) access to the installation site at all reasonable times so that we may complete the Installation Service between the hours of 8.00am and 5.00pm.

7.8 If you do not allow us access to your property to perform the Installations Services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract.

7.9 Water, 240V electricity and toilet cleaning facilities shall be made available free of charge, on the site where the works are to be carried out.

7.10 Duration of installation shall not be deemed to be of the essence of any contract, We shall not be responsible for any failure to commence or execute works by or within a given time. In particular We shall be under no liability of any consequential damage or loss which the You may suffer by reason of any such delays as aforesaid.

7.11 Neither us (nor our agents, employees or contractors) will be responsible for any structural defects or underground obstructions existing in the installation site at the time of commencement of the Installation Services and which become evident as the Installation Services progress.

7.12 It is your responsibility to remove any obstructions, materials and possessions interfering with the installation site or access to. We will not be required to remove existing fittings and materials so that they may be capable of re-use.

7.13 We are not permitted to move electricity cables and junction boxes or other services attached to existing base structures. It is your responsibility to arrange with your own third party contractor for the relocation of these, before Our installation service commences.

7.14 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 Us, requesting that you contact Us to arrange re-delivery.

7.15 You own the Goods once We have received payment in full for them.

7.16 All buildings and materials remain the property of the company until such time as full payment, has been made to the company. In the event of non-payment, the customer shall allow

free and unrestricted access to any agent or representative of the company, for the purposes of dismantling or removing any of the company's goods or property.

7.17 Please note that delivery to the following areas may require more time:

7.17.1 Postcodes AB, DD, PH, FK, PA, KY, IV, KW;

8. Faulty, Damaged or Incorrect Goods

8.1 By 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 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.

8.2 Beginning 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.

8.3 Please note that you will not be eligible to claim under this Clause 8 if We informed you of any faults, damage or other problems with the Goods before your purchase of them; if you have purchased the Goods for an unsuitable purpose that is neither obvious nor made known to Us and the problem has resulted from your use of the Goods for that purpose; or if the problem is the result of normal wear and tear, misuse or intentional or careless damage. Please also note that you may not return Goods to Us under this Clause 8 merely because you have changed your mind. If you are a consumer in the European Union you have a statutory right to a 14 day cooling off period within which you can return Goods for this reason. Please refer to Clause 9 for more details.

8.4 To return Goods to Us for any reason under this Clause 8, you may do so in person during Our business hours of 9am-5pm. You may alternatively request that We collect the Goods from you. Please ensure that the Goods are ready for collection at the agreed time and location. We are solely responsible for collecting the Goods in this case, however We may appoint a third party carrier to collect them in which case We will provide you with all relevant details. We will be fully responsible for the costs of returning Goods under this Clause 8 and will reimburse you where appropriate.

8.5 Refunds (whether full or partial, including reductions in price) under this Clause 8 will be issued within 14 Calendar Days of the day on which We agree that you are entitled to the refund.

8.6 Any and all refunds issued under this Clause 8 will include all delivery costs paid by you when the Goods were originally purchased.

8.7 For full details of your rights and remedies as a consumer, please contact your local Citizens Advice Bureau or Trading Standards Office.

9. Your Right to Cancel If You Change Your Mind

9.1 As a consumer in the European Union you have a statutory right to cancel your Contract with Us up to 14 Calendar Days after the Goods (non-bespoke or made to order) come into your physical possession (i.e. you or another person identified by you taking delivery of the Goods under sub-Clause 7.4). You may cancel your Contract and return the Goods to Us for any reason under this right. If you wish to cancel your Order before receiving Our Order Confirmation or if you wish to cancel the Contract after receiving the Order Confirmation but before We have dispatched the Goods, sub-Clauses 9.2, 9.3, 9.7, 9.8.4 and 9.10 will apply.

9.2 If you wish to exercise your right to cancel under this Clause 9, you must inform Us of your decision. You may do so in any way that is convenient to you. Please ensure that you inform Us of your decision to cancel before the period in sub-Clause 9.1 expires. (Note that the cancellation period is defined as whole Calendar Days. If, for example, you send Us an email or a letter by 23:59 on the final day of the cancellation period, your cancellation will be valid and accepted.) We provide a cancellation form that you may use if you wish to inform Us in writing. The cancellation form and accompanying instructions are available at the end of this document. Alternatively, please contact Us:

9.2.1 By telephone on 01889562610;

9.2.2 By email on greenhouses@wpjuk.com; or

9.2.3 By post at Woodpecker Joinery UK LTD, Bramshal Ind Est, Bramshall, Staffs, ST14 8TD.

9.3 Please note that your statutory right to cancel may be lost in the following cases:

9.3.1 An Garden Building that was personalised or custom-made for you, for example a bespoke, made to order or a building made to your supplied measurements.

9.4 You must return the Goods to Us no more than 14 Calendar Days after the day on which you have informed Us that you wish to cancel under this Clause 9.

9.5 You may return Goods to Us in person during Our business hours of 9 – 6pm.

9.6 You may request that We collect the Goods from you. Please ensure that the Goods are ready for collection at the agreed time and location. You will have to bear the direct cost of returning the Goods. The cost is approximately 10% of the Order value.

9.7 A full deposit refund will be granted if you choose to cancel within 14 days of Us accepting your Order. A nominal charge will be levied as a contribution to the administrative costs incurred after the initial 14 days of accepting your Order. Where work has commenced, and the building

has been partially manufactured, all costs incurred up to the time of cancellation will be deducted from the deposit, if the costs exceed the deposit the company reserve the right to invoice the customer and recover the cost of all work to the point of cancellation. We reserve the right to claim the full balance outstanding where cancellation occurs at or near to the point of completion of the order. Where applicable under Clause 9 and the Consumer Rights Act 2015, you have the right to cancel you order up until fourteen days after the date of delivery, but the cost of the return of the goods, undamaged to ourselves, is at the customers' expense.

9.8 Refunds under this Clause 9 will be issued to you within 14 Calendar Days of the following:

9.8.1 The day on which We receive the Goods back; or

9.8.2 The day on which you inform Us (supplying evidence) that you have sent the Goods back (if this is earlier than the day under sub-Clause 8.8.1);

9.8.3 If We are collecting the Goods under sub-Clause 9.7, the day on which you inform Us that you wish you cancel the Contract.;

9.8.4 If We have not yet provided an Order Confirmation or have not yet dispatched the Goods, the day on which you inform Us that you wish to cancel the Contract.

9.9 Refunds under this Clause 9 may be subject to deductions in the following circumstances:

9.9.1 Refunds may subject to deductions for any diminished value in the Goods resulting from your excessive handling of them. For the purposes of this Clause 9, "excessive handling" means any more handling than is reasonably required to ascertain the nature and characteristics of the Goods in question (e.g. no more than would be permitted in a shop).

9.9.2 We will make no deductions for damage to delivery packaging (i.e. additional packaging into which We have placed the Goods in their original packaging such as bubble wrap and a brown box) but We may make deductions if the original packaging has been damaged (e.g. torn or otherwise unsealed in a way that would make it difficult or impossible to reseal the packaging and resell the Goods in "new" condition).

9.9.3 Standard Delivery charges (see sub-Clause 6.6) will be reimbursed in full along with the Price of the Goods, however We cannot reimburse any additional costs for Premium Delivery. If you chose a Premium Delivery option when you ordered the Goods, We will only reimburse the equivalent Standard Delivery costs as part of your refund.

9.10 Refunds under this Clause 9 will be made using the same payment method you used when ordering the Goods.

10. Guarantee

10.1 The Goods are provided with a manufacturer's guarantee. For further details and terms please refer to the manufacturer's guarantee documentation supplied with the Goods.

10.2 The manufacturer's guarantee exists in addition to your legal rights as a consumer (that the Goods match Our description, that they are of satisfactory quality and that they are fit for purpose). More information on your rights as a consumer can be obtained from your local Citizens Advice Bureau or Trading Standards Office.

11. Approvals

11.1 Unless otherwise agreed in writing between us and you, it is your responsibility to obtain all relevant and necessary approvals, including but not limited to any deed of covenant or landlord approval and/or those from local authorities in respect of building regulations, planning permission, alterations to listed buildings or alterations carried out in a conservation area. We cannot be held responsible for any delay in completion of the contract, or other loss directly arising from your failure or delay in obtaining any of the above. Any costs associated with taking down or removing an installation in these circumstances will be the chargeable to you.

12. Natural Materials

12.1 All the timbers used in our products are fit for their purpose. However, wood is a natural material, and by its very nature is hygroscopic. We therefore are unable to accept responsibility for shrinkage, loss of knots, cracking, splitting or distortion. Please note that the treatment we supply is a pre-treatment with limited waterproofing properties (With possible colour variation between panels). Timbers may differ in appearance eg colour or grain, even though they are the same species. Whilst We take every effort to colour match adjacent panels We do not guarantee colour uniformity as there will always be some degree of variation between panels. As wood is a natural material, it can lead to some short and long term settling which means that windows and doors may need some adjustment to ensure their correct function. The responsibility for this lies with the you.

13. Photography

13.1 By Ordering from Us you give consent for the Company, duly respecting the rights of privacy and access to the your land and property, at the time of delivery or erection, to take photographs of the building for records and promotional purposes.

14. Our Liability

14.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence (including that of Our employees, agents or sub-contractors). Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by you and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.

14.2 We only supply and install Goods for domestic and private use by consumers. We make no warranty or representation that the Goods are fit for commercial, business or industrial use of any kind (including resale). 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.

15. Nothing in these Terms and Conditions seeks to limit or exclude Our liability for death or Events Outside of Our Control (Force Majeure)

15.1 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 disaster, or any other event that is beyond Our reasonable control.

15.2 If any event described under this Clause 14 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:

15.2.1 We will inform you as soon as is reasonably possible;

15.2.2 Our obligations under these Terms and Conditions will be suspended and any time limits that We are bound by will be extended accordingly;

15.2.3 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;

15.2.4 If the event outside of Our control continues for more than 10 Business Days We will cancel the Contract and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible;

15.2.5 If an event outside of Our control occurs and you wish to cancel the Contract, you may do so. Any refunds due to you as a result of such cancellation will be paid to you as soon as is reasonably possible.

15.3 personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.

15.4 Nothing in these Terms and Conditions seeks to exclude or limit Your legal rights as a consumer. For more details of Your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office.

16. Communication and Contact Details

16.1 If you wish to contact Us with general questions or complaints, you may contact Us by telephone at 01889 562 610 or by email at greenhouses@wpjuk.com.

16.2 For orders, payments and delivery please contact Us by telephone at 01889 562 610 or by email at greenhouses@wpjuk.com.

16.3 In certain circumstances you may wish to contact Us about specific issues:

16.3.1 To return non-compliant Goods please use the contact details provided in Clause 8;

16.3.2 For cancellations under your right to a cooling off period please refer to Clause 9.

17. Complaints and Feedback

17.1 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.

17.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available from Our Website Terms and Conditions page and www.woodpecker-joinery.co.uk respectively.

17.3 If you wish to complain about any aspect of your dealings with Us, please contact Us in one of the following ways:

17.3.1 In writing, addressed to The General Manager, Woodpecker Joinery UK LTD, Olympic House, Bramshall Ind Est, Bramshall, Staffs, ST14 8TD;

17.3.2 By email, addressed to The General Manager at greenhouses@wpjuk.com;

18. How We Use Your Personal Information (Data Protection)

18.1 All personal information that We may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and your rights under the GDPR.

18.2 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Notice available from Terms and Conditions Page on Our Website.

19. Other Important Terms

19.1 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 and Conditions will be transferred to the third party who will remain bound by them.

19.2 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.

19.3 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.

19.4 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.

19.5 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.

20. Governing Law and Jurisdiction

20.1 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 & Wales.

20.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 17.1 above takes away or reduces your rights as a consumer to rely on those provisions.

20.3 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, Wales, Scotland, or Northern Ireland, as determined by your residency.

Model Cancellation Form

To Woodpecker Joinery, Olympic House, Bramshall Ind Est, Bramshall,
Staffordshire; Tel. 01889 5610;

Email. Greenhouses@wpjuk.com

I/We[*] here by give notice that I/We[*] cancel my/our[*] contract of sale of the following goods.

Ordered on _____

Received on _____

Name of Consumer _____

Address of Consumer _____

Signature of Consumer _____ (Signature not required for electronic notification)

[*] Delete as appropriate