



## **Wendleberryglass Terms and Conditions, from 2010 (Internet and telephone sales only)**

### **1. General**

- 1:1 These Terms and conditions apply to all orders placed online at [wendleberryglass.co.uk](http://wendleberryglass.co.uk) and over the telephone. By placing an order with Wendleberryglass you are accepting to abide by these conditions. Please read them carefully and contact our Customer Service team if you have any questions.
- 1:2 If you do not wish to comply with these terms and conditions, then you should not place an order and enter into a contract with Wendleberryglass.
- 1:3 Please note that these terms and conditions do not affect your statutory rights.

### **2. Orders – Making a contract with us**

- 2:1 When you place an order with us, you are making an offer to buy goods. We will send you an e-mail to confirm that we have received your order. If we accept your order we will e-mail you again to confirm a contract has been made between us. If there are any errors on your Email confirmation you must inform us as soon as possible for these to be rectified.
- 2:2 All orders are subject to acceptance. All details supplied to Wendleberryglass must be true and accurate.
- 2:3 If there are any problems with your order we aim to contact you as soon as we can.
- 2:4 All Images displayed are indications of the product, some items may have small variations in colour size and design.
- 2:5 To place an order with us please follow the step by step guide on our website or contact our sales team who will assist you or place the order over the telephone.

### **3. Errors**

- 3:1 In the event that any product is displayed with an inaccurate price we have the right to withdraw and cancel the order prior to a contract being made (please see section 2.1 for order contract information).
- 3:2 Any errors that have been made in the description of our products will be rectified as soon as possible.

#### **4. Price and Payment**

- 4:1 Prices displayed on our website are inclusive of VAT.
- 4:2 The total price payable, for all items ordered, will be debited, from the account provided, at the time that the order is placed, once a contract has been made (see section 2.1 for order contract information).
- 4:3 We can only accept payments from U.K registered accounts.
- 4:4 We accept most major credit/debit cards including Visa, Delta, MasterCard and Switch and we use a secure payment method called PayPal.
- 4:5 All billing information given must match those held by the bank that issues the card that you are paying with. Failure to supply the correct information may lead to a delay or cancellation of your order. Your order will only be processed once the payment has been authorised.

#### **5. Availability of Goods**

- 5:1 All products and services are subject to availability and may be withdrawn at any time.
- 5:2 Any goods that we are unable to supply will be refunded in full or the monies can be used for an alternative product.
- 5:3 Any items that are not in stock have a lead time. This lead time is an ESTIMATED time depending on current demand as all items are unique and bespoke being handmade. We aim to complete all orders within 6-8 weeks but this is an estimate. You will be updated as appropriately via email. Commissions for specific items can have a longer lead time depending on size and work need to carry out construction. Where there are delays we aim to notify you as soon as we are informed.

#### **6. Made to measure items**

- 6:1 These are goods that are not stock items and are made to your specific requirements, e.g. special sizes or items that are made to non standard specifications. It is important that you are happy with the items that you are purchasing as they are non returnable and non refundable (unless they are faulty or mis-described). This also includes items which are personalised. It is your responsibility to ensure that all spellings are correct on your order as these are non refundable.
- 6:2 Once the items have been made and/or dispatched to us you will then be unable to cancel this order and will not be entitled to any refund (unless the product has a manufacturing fault or was mis-described).

#### **7. Deliveries**

- 7:1 All deliveries are despatched using Royal Mail Parcel delivery and will take 3 – 5 working days from despatch date. You will be notified via email when your item has been despatched. Delivery Price is calculated on the weight of your items. Please check over your items to ensure that they look to be intact upon delivery.

- 7:2 Notifications of claims – If your goods are damaged when you receive them, please contact Customer Services who will be happy to rectify this problem as soon as possible.
- 7:3 If you do later discover your goods to be damaged, please contact customer services as soon as possible and be aware that we may require photographic evidence of the damage before action can be taken.
- 7:6 Please note that despatch will not take place if you have not received an order confirmation email.
- 7:7 Wendleberryglass cannot cover any losses arising from incomplete or damaged deliveries.

## **8. Failed delivery attempt**

- 8:1 PLEASE DO NOT DISPOSE OF YOUR EXISTING ITEMS UNTIL YOU HAVE RECEIVED YOUR ORDER FROM US.

There are rare occasions where we may be unable to make the delivery to you on the agreed date, as such we do not advise that you dispose of any of the items that you are replacing until you have received and checked your items from us.

- 8:2 Although at Wendleberryglass we always strive to deliver within the agreed dates and times, we do occasionally come up against problems that can make this impossible. In the event that we are unable to make the delivery on the selected date, we will contact you as soon as we can to advise you and make alternative arrangements. Please be aware that, where we use a carrier, we are not always able to control the delivery process and have to rely on the information that we are given. Please be patient with us and we will do our very best to assist you.
- 8:3 Please note that we cannot be held responsible for loss of goods if you have supplied incorrect delivery details.
- 8:4 Please note that we cannot be held responsible for any losses arising from a late or failed delivery.

## **9. Risk**

- 9:1 Once delivery has been made it is the customers responsibility to take reasonable care of the items.

## **10. Faulty items**

- 10:1 If your item develops a fault we will deal with your complaint in accordance with your rights under the Sales of Goods Act 1979. You will also be supplied with a warranty/guarantee, which is in addition to your statutory rights.

## 11. Cancellation/Returns

- 11:1 Please check over your goods on delivery to ensure that the packing is intact and all items appear to be in good condition. If you find your goods to be faulty, damaged or incorrect please contact Customer Services as soon as possible. If you find that your goods are damaged after you have taken delivery please notify us as soon as possible. We ask that you inspect your goods within a reasonable time scale and prior to them being transported anywhere else.
- 11:2 If you are not satisfied with your purchase for any other reason (excluding manufacturing faults or mis-described products) and report this, in writing, within 7 working days, from the date of delivery, you will be given the option to return the product to us for a refund or exchange. You must ensure that the goods are adequately packed and it is your responsibility to return the product to us and to cover any associated costs of return (please include your reference number and name on any returns). If you fail to take reasonable care of the goods before they are returned to us, and this results in damage or deterioration, we will seek to recover the reduction in value from you. This policy does not affect your legal rights. This policy excludes made to measure items (items made to the consumer's specification) (see section 6).
- 11:3 Prior to returning any goods you must inform Customer Services (within 7 working days of receipt). If you do not return the goods within 14 days of receiving we will arrange to collect the item and deduct the carriage charge from your refund. If you refuse to release any goods that you have claimed a refund for, Wendleberryglass will take legal action.
- 11:4 Once we have received the goods we will inform you and arrange for a refund or exchange.

Please note; refunds may take up to 14 days to process.

- 11:5 If you are unable to arrange your own carriage we will arrange this on your behalf through our carriers. Collections from customers are available Monday – Friday and are an all day service 8am - 6pm. The drivers cannot call before collection and we cannot provide a narrower time window. The charge for collection will vary depending on size of items and location. Please ask a member of staff for the associated costs. Wendleberryglass cannot be responsible for failed or delayed collections.
- 11:6 Should you wish to cancel your order or return your goods due to a manufacturing fault, once the fault has been confirmed, we will be happy to carry the associated carriage costs and make the necessary arrangements

## 12. Disclaimers

12.1 Wendleberryglass makes no warranty or representation that the Web Site will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure and that all information provided will be accurate. We make no guarantee of any specific results from the use of our Services.

12.2 No part of this Web Site is intended to constitute advice and the Content of this Web Site should not be relied upon when making any decisions or taking any action of any kind.

12.3 No part of this Web Site is intended to constitute a contractual offer capable of acceptance.

### **13. Changes to the Service and these Terms and Conditions**

Wendleberryglass reserves the right to change the Web Site, its Content or these Terms and Conditions at any time. You will be bound by any changes to the Terms and Conditions from the first time you use the Web Site following the changes. If Wendleberryglass is required to make any changes to Terms and Conditions relating to sale of Goods by law, these changes will apply automatically to any orders currently pending in addition to any orders placed by you in the future.

### **14. Availability of the Web Site**

The Service is provided “as is” and on an “as available” basis. We give no warranty that the Service will be free of defects and / or faults. To the maximum extent permitted by the law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.

Wendleberryglass accepts no liability for any disruption or non-availability of the Web Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

### **15. Limitation of Liability**

15.1 To the maximum extent permitted by law, Wendleberryglass accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Web Site or any information contained therein. Users should be aware that they use the Web Site and its Content at their own risk.

15.2 Nothing in these Terms and Conditions excludes or restricts Wendleberryglass’s liability for death or personal injury resulting from any negligence or fraud on the part of Wendleberryglass.

15.3 Nothing in these Terms and Conditions excludes or restricts Wendleberryglass’s liability for any direct or indirect loss or damage arising out of the incorrect delivery of Goods or out of reliance on incorrect information included on the Web Site.

15.4 Whilst every effort has been made to ensure that these terms and conditions adhere strictly with the relevant provisions of the Unfair Contract Terms Act 1977, in the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these terms and conditions and shall not affect the validity and enforceability of the remaining terms and conditions. This term shall apply only within jurisdictions where a particular term is illegal.

### **16. No Waiver** In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.