

BROOKS BROS

FOR THE COMPLETE TIMBER SERVICE

Online terms and conditions of supply of goods and services for consumers

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Notice: if you are a consumer, the following terms apply to your order.

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1. THESE TERMS

1.1 What these terms cover. These are the terms and conditions on which we supply products to you, whether these are goods or services.

1.2 Why you should read them. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

1.3 Are you a business customer or a consumer? You are a consumer if:

- You are an individual.
- You are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

We have different terms and conditions in place for our business customers, please [click](#) to access the terms that apply to our business customers.

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2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 Who we are. We are Brooks Bros. (UK) Limited a company registered in England and Wales. Our company registration number is 01644146 and our registered office is at Blackwater Place, Blackwater Trading Estate, The Causeway, Maldon, Essex CM9 4GG. Our registered VAT number is 594588573.

2.2 How to contact us. You can contact us by telephoning our customer service team on 01621 877400 or by writing to us at sales@brookstimber.co.uk or Blackwater Place, Blackwater Trading Estate, The Causeway, Maldon, Essex CM9 4GG.

2.3 How we may contact you. If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order. **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

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3. **OUR CONTRACT WITH YOU**

3.1 How we will accept your order. Our acceptance of your order will take place when we email you confirming acceptance of your order, at which point a contract will come into existence between you and us.

3.2 If we cannot accept your order. If we are unable to accept your order, we will inform you of this by email or over the telephone and will not charge you for the product(s). This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.

3.3 Your order number. We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

We only sell to the UK. Unfortunately, unless otherwise agreed by us, our website is solely for the promotion of our products in the UK, Guernsey, Jersey and the Republic of Ireland and we do not accept orders from or deliver to addresses outside of those places.

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4. **OUR PRODUCTS**

4.1 Products may vary slightly from their pictures. The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a devices display of colours accurately reflects the colour of the products. Your product may vary slightly from those images.

4.2 Product packaging may vary. The packaging of the product may vary from that shown in images on our website.

4.3 Making sure your measurements are accurate. If we are making the product to measurements you have given us you are responsible for ensuring that these measurements are correct. You can find information and tips on how to measure on our website or by contacting us.

5. YOUR RIGHTS TO MAKE CHANGES

5.1 If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 8, *Your rights to end the contract*).

6. OUR RIGHTS TO MAKE CHANGES

6.1 Minor changes to the product. We may change the product:

6.1.1 to reflect changes in relevant laws and regulatory requirements. For example, changes may be made to the products if such changes were required for health and safety reasons; and

6.1.2 to implement minor technical adjustments and improvements. These changes will not affect your use of the product.

6.2 More significant changes to the products. In addition, as we informed you in the description of the product on our website, we may make the following changes to the product, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any products paid for but not received:

6.2.1 a substitute product if we are unable to supply the product that you ordered.

7. PROVIDING THE PRODUCTS

7.1 Delivery costs. The costs of delivery will be as told to you on our website during the order process.

7.2 When we will provide the products:

- 7.2.1 If the products are goods.** If the products are goods we will deliver the goods to you as soon as reasonably possible and in any event within 15 days after the day on which we accept your order.
- 7.2.2 If the products are services.** We will begin the services on the date confirmed to you during the order process. The estimated completion date for the services is as told to you during the order process.
- 7.3 We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.
- 7.4 Collection by you.** If you have asked to collect the products from one of our premises, we will let you know which premises you can collect them from. You can collect the goods at any time during our working hours of 8.00am to 5.00pm on weekdays (excluding public holidays) and, by prior arrangement with us, Saturday mornings.
- 7.5 If you are not at home when the product is delivered.** If no one is available at your address to take delivery and the products cannot be posted through your letterbox, we will contact you to rearrange delivery or for you to collect the products from a local depot.
- 7.6 If you do not re-arrange delivery.** If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 10.2 will apply.
- 7.7 Your legal rights if we deliver goods late.** You have legal rights if we deliver any goods late. If we miss the delivery deadline for any goods then you may treat the contract as at an end straight away if any of the following apply:
- 7.7.1** we have refused to deliver the goods; or
- 7.7.2** delivery within the delivery deadline was essential (taking into account all the relevant circumstances).
- 7.8 When you become responsible for the goods.** A product which is goods will be your responsibility from the time we deliver the product to the address you gave us or you or a carrier organised by you collects it from us.

7.9 When you own goods. You own a product which is goods once we have received payment in full.

7.10 What will happen if you do not give required information to us. We may need certain information from you so that we can supply the products to you, for example, your name and contact details, the delivery address, your choices of product, how many products you would like, your payment details and your invoice address. We will ask you for this information on our website during the order process, or we may contact you in writing or over the telephone to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 10.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

7.11 Reasons we may suspend the supply of products to you. We may have to suspend the supply of a product to:

7.11.1 deal with technical problems or make minor technical changes;

7.11.2 update the product to reflect changes in relevant laws and regulatory requirements; or

7.11.3 make changes to the product as requested by you (see clause 5) or changes notified by us to you (see clause 6).

7.12 Your rights if we suspend the supply of products. We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. If we have to suspend the product we will adjust the price so that you do not pay for products while they are suspended. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than two weeks and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

7.13 We may also suspend supply of the products if you do not pay. If you do not pay us for the products when you are supposed to (see clause 13.4), we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will not charge you for the products during the period for which they are suspended.

8. YOUR RIGHTS TO END THE CONTRACT

8.1 You can always end your contract with us. Your rights when you end the contract will depend on what you have bought, how the contract with us was formed (for example, was this in store (on-premises contract) or via email or telephone (distance contract) whether there is anything wrong with it, how we are performing and when you decide to end the contract:

8.1.1 If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), **see** clauses 11 and 12;

8.1.2 If you want to end the contract because of something we have done or have told you we are going to do, see clause 8.2;

8.1.3 If you have just changed your mind about the product, see clause 8.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods. **Please note that you do not always have the right to change your mind (including in the case of bespoke products). See** clause 8.4;

8.1.4 In all other cases (if we are not at fault and you are not exercising your right to change your mind), see clause 8.6.

8.2 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at clause 8.2.1 to 8.2.5 below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

8.2.1 we have told you about an upcoming change to the product or these terms which you do not agree to (see clause 6.2);

8.2.2 we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;

8.2.3 there is a risk that supply of the products may be significantly delayed because of events outside our control;

8.2.4 we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than two weeks; or

8.2.5 you have a legal right to end the contract because of something we have done wrong.

8.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013). For most products bought via a distance contract (i.e. on-line), you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

8.4 When you do not have a right to change your mind. Your right as a consumer to change your mind does not apply in respect of:

8.4.1 products that are bespoke and outside of the product range we generally offer;

8.4.2 services, once these have been completed, even if the cancellation period is still running;

8.4.3 products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them; and

8.4.4 any products which become mixed inseparably with other items after their delivery.

8.5 If you bought your product via a distance contract (i.e. on-line), how long do you have to change your mind? How long you have to change your mind depends on what you have ordered and how it is delivered.

8.5.1 Have you bought services (for example, our finishing or laminating service)? If so, you have 14 days after the day we email you to confirm we accept your order. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind. **Please note that the right to cancel does not apply where the services are supplied in connection with bespoke products as you do not have the right to change your mind in connection with bespoke products (see clause 8.4).**

8.5.2 Have you bought goods (for example, our hardwoods, softwoods or teak)? If so, you have 14 days after the day you (or someone you nominate) receives the goods, **unless:**

8.5.2.1 Your goods are split into several deliveries over different days. In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery.

8.6 Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you do not have a right to change your mind, you can still end the contract before it is completed (see clause 8.1), but you may have to pay us compensation. A contract for goods is completed when the product is delivered and paid for. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and clause 8.5 does not apply, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products not provided, but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

9. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

9.1 Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:

9.1.1 Phone or email. Call customer services on 01621 877400 or email us at sales@brookstimber.co.uk. Please provide your name, home address, details of the order and, where available, your phone number and email address.

9.1.2 Online. Complete the Cancellation Form available at the end of these terms and conditions, or on our website via [\[INSERT LINK\]](#).

9.1.3 By post. Print off the Cancellation Form available at the end of these terms and conditions in Error: Reference source not found or on our website via [\[INSERT LINK\]](#) and post it to us at the address on the form. Or simply write to us at that address, including details of what you bought, when you ordered or received it and your name and address.

9.2 Returning products after ending the contract. If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must either return the products in person to where you bought them, post them back to us at Blackwater Place, The Causeway, Maldon, Essex CM9 4GG or (if they are not suitable for posting) allow us to collect them from you. Please call customer services on 01621 877400 or email us at sales@brookstimber.co.uk to arrange collection. If you are exercising your right to change your mind under clause 8.5, you must send off the products within 14 days of telling us you wish to end the contract.

9.3 When we will pay the costs of return. We will pay the costs of return:

- 9.3.1 if the products are faulty or misdescribed; or
- 9.3.2 if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control, or because you have a legal right to do so as a result of something we have done wrong,

in all other circumstances you must pay the costs of return.

9.4 What we charge for collection. If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection. The costs of collection will be the same as our charges for standard delivery.

9.5 How we will refund you. If you are entitled to a refund under these terms we will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

9.6 When we may make deduction from refunds if you are exercising your right to change your mind:

9.6.1 We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

9.6.2 The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost, but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

9.6.3 Where the product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

9.7 When your refund will be made. We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind under clause 8.5 then:

9.7.1 If the products are goods and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For information about how to return a product to us, see clause 9.2.

9.7.2 In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

10. **OUR RIGHTS TO END THE CONTRACT**

10.1 We may end the contract if you break it. We may end the contract for a product at any time by writing to you if:

10.1.1 you do not make any payment to us when it is due and you still do not make payment within 3 days of us reminding you that payment is due;

10.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example, the information listed in clause 7.10; or

10.1.3 you do not, within a reasonable time, allow us to deliver the products to you or collect them from us.

10.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

11. **IF THERE IS A PROBLEM WITH THE PRODUCT**

11.1 How to tell us about problems. If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at 01621 877400 or write to us via email to sales@brookstimber.co.uk or post to Blackwater Place, The Causeway, Maldon, Essex CM9 4GG. Alternatively, please speak to one of our staff in-store.

12. **YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A CONSUMER**

12.1 We are under a legal duty to supply products that are in conformity with this contract. Nothing in these terms will affect your legal rights.

12.2 Your obligation to return rejected products. If you wish to exercise your legal rights to reject products you must either post them back to us or (if they are not

suitable for posting) allow us to collect them from you, or return the goods to one of our stores. We will pay the costs of postage or collection. Please call customer services on 01621 877400 or email us at sales@brookstimber.co.uk to arrange collection.

13. **PRICE AND PAYMENT**

13.1 Where to find the price for the product. The price of the product (which includes VAT) will be the price told to you on our website order pages. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 13.3 for what happens if we discover an error in the price of the product you order.

13.2 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

13.3 What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

13.4 When you must pay and how you must pay. We accept payment with all major credit and debit cards. When you must pay depends on what product you are buying:

13.4.1 For **goods** which **are bespoke**, you must pay for the products in full at the time that you submit your order.

13.4.2 For **goods** which are **not bespoke**, you must pay for the products before we dispatch them. We will not charge your credit or debit card until we dispatch the products to you. If you are collecting the products, we will not permit you to take possession of the products until you have paid for the products in full.

13.4.3 For **services**, you must pay in full for the services, before we start providing them.

13.5 What to do if you think an invoice is wrong. If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

14. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

14.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with the terms of the contract between us, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you informed us about it during the sales process.

14.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products including the right to receive products which are: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care and, where installed by us, correctly installed; and for defective products under the Consumer Protection Act 1987.

14.3 When we are liable for damage to your property. If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.

14.4 We are not liable for business losses. If you are a consumer we only supply the products to you for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

15. HOW WE MAY USE YOUR PERSONAL INFORMATION

15.1 How we will use your personal information. We will only use your personal information as set out in our Privacy Policy. Our Privacy Policy can be accessed via [INSERT SPECIFIC WEB ADDRESS TO PRIVACY POLICY].

15.2 We may transfer this agreement to someone else. We may transfer our rights and obligations under the contract between us to another organisation. We will

always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

- 15.3 You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee (if any)).** You may only transfer your rights or your obligations under the contract between us to another person if we agree to this in writing. However, you may transfer any guarantee we offer to a person who has acquired the product or, where the product is services, any item or property in respect of which we have provided the services. We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the relevant item or property, for example by both of you confirming this in writing.
- 15.4 Nobody else has any rights under this contract (except someone you pass your guarantee (if any) on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in clause 15.3 in respect of our guarantee (if any). Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to the contract between us.
- 15.5 If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 15.6 Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under the contract between us, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 15.7 Which laws apply to this contract and where you may bring legal proceedings.** The contract between us is governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.
- 15.8 Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. Please note that disputes may be submitted for

online resolution to the *European Commission Online Dispute Resolution* platform (accessible via: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooseLanguage>).

Schedule 1

Personal data

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1. SCOPE, NATURE AND PURPOSE OF PROCESSING OF PERSONAL DATA

15.9 If we process any personal data as a data processor under the Contract, we shall process it in accordance with the relevant terms of the Contract and the following specification:

15.9.1 Scope: Personal data in relation to this Contract must only be processed for the purposes detailed in paragraph 15.9.3 below.

15.9.2 Nature of the processing: any processing operation regarding the personal data such as collecting, recording, organising, structuring, storage, adaption or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of personal data (whether or not by automated means).

15.9.3 Purpose of the processing: to facilitate our performance of our obligations under this Contract.

15.9.4 Duration of the processing: the term of the Contract, except to the extent required under applicable law to preserve the personal data.

15.9.5 Plan for destruction of the personal data once the processing is complete: seven years from delivery or termination of the Contract.

15.10 The **types** of personal data that will be processed are: name, email address, telephone number, work address, payment details

15.11 The **categories** of data subject are: sole traders, employees, directors and shareholders.

Model cancellation form for consumer customers

(Complete and return this form only if you wish to withdraw from the contract)

To Brooks Bros. (UK) Limited, Blackwater Place, The Causeway, Maldon, Essex CM9 4GG,

(TELEPHONE: 01621 877400)

(EMAIL: SALES@BROOKSTIMBER.CO.UK)

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods
[*]/for the supply of the following service [*],

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

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