

Terms and Conditions

Welcome to the Coalwood Heating Centre website terms and conditions for use. These terms and conditions apply to the use of this website at www.coalwoodheatingcentre.co.uk By accessing this website and/or placing an order, you agree to be bound by these terms and conditions.

Using this website indicates that you accept these terms regardless of whether or not you choose to order from us. If you do not accept these terms, please do not use this website.

The www.coalwoodheatingcentre.co.uk website is operated by Coalwood Heating Centre Limited, a company registered in England and Wales. Our company registration number is 6365742

Our VAT registration number is 373 4780 31

Our registered office and contact details are as follows:

Coalwood Heating Centre

95 Stockport Road

Cheadle Heath

Stockport

SK3 0JG

Email: sales@coalwoodheating.co.uk

Telephone number: 0161 480 1332

We may revise these terms and conditions at any time by updating this posting. You should check this Website from time to time to review the then current terms and conditions, because they are binding on you. Certain provisions of these terms and conditions may be superseded by expressly designated legal notices or terms located on particular pages of this Website. If you do not wish to accept any new terms and conditions after we have given notice, you should not continue to use this Website.

These are the terms on which we sell goods to you. By ordering any of the goods, you agree to be bound by these Terms and Conditions. Before placing an order on the website, you will be asked to agree to these Terms and Conditions by clicking on the "I Accept" button. If you do not click on the button, you will not be able to complete your order. You can only purchase the goods from the website if you are eligible to enter into a contract and are at least 18 years old.

1. ORDERING FROM US

1.1 You are deemed to place an order with us by ordering via our online checkout process. As part of our checkout process you will be given the opportunity to check your order and to correct any errors. We will send you an order acknowledgement, detailing the products you have ordered.

1.2 Our acceptance of an order takes place when we despatch the order. When we despatch the order the purchase contract will be made and you will be charged, unless we have notified you that we do not accept your order or you have cancelled your order.

1.3 We may refuse to accept an order:

where goods are not available;

where we cannot obtain authorisation for your payment;

if there has been a pricing or product description error; or

if you do not meet any eligibility criteria set out in our terms and conditions,

Unfortunately, we do not accept orders from addresses outside the UK.

2. PRICING

2.1 All prices include VAT (where applicable) at the current rates.

2.2 Where we charge separately for packing, carriage and insurance and other relevant charges, the appropriate rates are set out in our specified pricing structure shown elsewhere on this Website.

3. CANCELLATION AND RETURNS POLICY

3.1 You can notify us by email to sales@coalwoodheating.co.uk before we have dispatched the goods to you; or

where goods have already been dispatched to you, by returning goods to us in accordance with clause 3.1.1 below.

3.1.1 You can return goods you have ordered from us for any reason at any time within 14 days of receipt for a full refund or exchange. The costs of returning goods to us shall be borne by you. You are advised to obtain proof of postage from the post office. Coalwood Heating Centre are not responsible for the loss of any items during transit.

3.1.2 Upon receipt of the goods we will give you a full refund of the amount paid using the same means of payment as used for the initial transaction.

3.1.3 The rights to return the goods to us as referred to in clause 3.1.1 will not apply in the following circumstances: – in the event that the product has been used

The provisions of this clause 3.1.3 do not affect your statutory rights.

4. DELIVERY

4.1 There is FREE delivery for orders over £30 to Mainland UK. For orders under £30 the delivery cost is £3.99

4.1.1 We aim to ship your items within 24 hours of placing your order. This excludes weekends and bank holidays. At busy periods, it may take up to 48 hours for orders to be shipped. We send out smaller orders via the Post Office on a 2nd class small parcel service, you will be sent an email on despatch.

4.1.2 Evening lighters are sent directly from the supplier via courier. Please allow 5-7 working days for delivery

4.1.3 Bulk Log deliveries - WE WILL CONTACT YOU TO ARRANGE A DELIVERY DATE.

All orders are sent via economy pallet network which is approximately 5-7 working days from order delivered Monday to Friday 9am - 5:30pm. The supplier will phone or email on the morning of the delivery to advise of an estimated time of arrival.

The logs are delivered by tail lift lorry approximately 10 metres long (when tail lift down) and 3.4 metres high and 2.8 metres wide, please advise on order if access will be an issue. Delivery drivers are not expected to manoeuvre the pallet beyond the rear of the vehicle but will risk assess each delivery and always be as helpful as possible. Hand pump trucks will not operate on soft ground or loose gravel. In these cases the delivery will be to "kerbside" or as close to the property as possible. In the event of a customer agreeing to a delivery and not being at home during the agreed time period, or there not being a safe place to leave the goods a redelivery charge of £20 per pallet will be made.

Lead times may extend during busy periods.

5. Personal information and Registration

5.1 When registering to use the website you must set up a username and password. You remain responsible for all actions taken under the chosen username and password.

5.2 You undertake not to disclose your username and password to anyone else and keep them secret.

5.3 We retain all information strictly under the Privacy Policy

5.4 We may contact you by using the email or other electronic communication methods and you expressly agree to this.

6. Privacy

6.1 Your privacy is critical to us. We respect your privacy and comply with the General Data Protection Regulation with regard to your personal information.

6.2 These Terms and Conditions should be read alongside, and are in addition to our policies, including our privacy policy www.coalwoodheatingcentre.co.uk/privacy-policy

6.3 For the purposes of these Terms and Conditions:

- a. 'Data Protection Laws' means any applicable law relating to the processing of Personal Data, including, but not limited to the Directive 95/46/EC (Data Protection Directive) or the GDPR.
- b. 'GDPR' means the General Data Protection Regulation (EU) 2016/679.
- c. 'Data Controller', 'Personal Data' and 'Processing' shall have the same meaning as in the GDPR.

6.4 We are a Data Controller of the Personal Data we Process in providing Goods to you.

6.5 Where you supply Personal Data to us so we can provide Goods to you, and we Process that Personal Data in the course of providing the Goods to you, we will comply with our obligations imposed by the Data Protection Laws:

- a. before or at the time of collecting Personal Data, we will identify the purposes for which information is being collected;
- b. we will only Process Personal Data for the purposes identified;
- c. we will respect your rights in relation to your Personal Data; and
- d. we will implement technical and organisational measures to ensure your Personal Data is secure.

6.6 For any enquiries or complaints regarding data privacy, you can contact the owner at the following e-mail address: sales@coalwoodheatingcentre.co.uk

7. DISCLAIMER

7.1 While we endeavour to ensure that the information on this Website is correct, we do not warrant the accuracy and completeness of the material on this Website. We may make changes to the material on this Website, or to the products and prices described in it, at any time without notice. The material on this Website may be out of date, and we make no commitment to update such material.

7.2 The material on this Website is provided “as is” without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, we provide you with this Website on the basis that we exclude all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for these terms and conditions might have effect in relation to this Website.

8. LIABILITY

8.1 We, any other party (whether or not involved in creating, producing, maintaining or delivering this Website), and any of our group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with this Website in any way or in connection with the use, inability to use or the results of use of this Website, any websites linked to this Website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing this Website or your downloading of any material from this Website or any websites linked to this Website.

8.2 Nothing in these terms and conditions shall exclude or limit our liability for (i) death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977); (ii) fraud; (iii) misrepresentation as to a fundamental matter; or (iv) any liability which cannot be excluded or limited under applicable law.

8.3 If your use of material on this Website results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.

8.4 You agree to indemnify us fully, defend and hold us, and our officers, directors, employees and agents, harmless from and against all claims, liability, damages, losses, costs (including reasonable legal fees) arising out of any breach of the terms and conditions by you, or your use of this Website, or the use by any other person using your registration details.

9. LINKS TO AND FROM OTHER WEBSITES

9.1 Links to third party websites on this Website are provided solely for your convenience. If you use these links, you leave this Website. We have not reviewed all of these third party websites and do not control and are not responsible for these websites or their content or availability. We therefore do not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk.

9.2 You may not create any links to this Website.

9.3 You shall fully indemnify us for any loss or damage we or any of our group companies may suffer or incur as a result of your breach of clause 8.2.

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