



# The Wooden Hut Gift Company

## Conditions of Business

Warning: these Conditions contain exclusion clauses and limitations on liability.

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

The [www.woodenhutgiftcompany.co.uk](http://www.woodenhutgiftcompany.co.uk) website is operated by The Wooden Hut Gift Company. Our registered office is at; 11 Kenilworth Drive, Darlington, Co. Durham, DL3 0JH. Any reference in these terms and conditions to "we" or "us" refers to The Wooden Hut Gift Company.

Our contact details are as follows:

### Trading address:

The Wooden Hut Gift Company  
11 Kenilworth Drive  
Darlington  
Co. Durham  
DL3 0JH  
United Kingdom.

General email: [enquiries@woodenhutgifts.co.uk](mailto:enquiries@woodenhutgifts.co.uk)  
Telephone number: 01325 520675  
Telephone number: 0800 321 3835  
Fax number: 0845 533 3014

### Introduction

You will be able to access most areas of this Website without registering your details with us. Certain areas of this Website are only open to you if you register.

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 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 Certain provisions of these terms and conditions may be superseded by expressly designated legal notices or terms located on particular pages of this Website.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.

### Ordering from us

You are deemed to place an order with us by ordering via our online checkout process. We will send you an order acknowledgement by email, detailing the products you have ordered.

Our acceptance of an order takes place when we despatch the order. When we despatch the order the purchase contract will be made even if your payment has been processed immediately, unless we have notified you that we do not accept your order or you have cancelled your order.

Please note that we reserve the right to brand our personalised products.

We may refuse to accept an order:

- (a) Where goods are not available.
- (b) Where we cannot obtain authorisation for your payment.
- (c) If there has been a pricing or product description error.
- (d) If you do not meet any eligibility criteria set out in our terms and conditions.
- (e) If the order is to be **delivered outside of the United Kingdom**.
- (f) If your order for personalised products contains content which is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience.
- (g) If we believe your order is for commercial or other non-domestic concerns.

We cannot sell alcoholic products to anyone under 18. For this reason, we may refuse an order or refuse to make a delivery at our discretion. By placing an order you confirm that both you and the person the order is to be delivered to, are aged 18 years or over.

## Pricing

All prices do NOT include VAT at any rate and you remain responsible to account for VAT, if applicable, according to your local VAT rules.

## Delivery

We will deliver the products ordered by you to the address which you give for delivery when you make your order. If any of the details you have given us in your delivery address are incorrect, we are not liable for any items which have not been received.

You may specify a delivery address which is different from your billing address, if, for example, you would like us to deliver the Products directly to a friend, a relative, or to your place of work.

Delivery will be made as soon as possible. Our normal working hours are Monday to Friday 9am - 5.30pm. All delivery and dispatch timescales quoted on the website do not include weekends or bank holidays.

Whilst we make every effort to deliver goods within the specified timescale, on occasion due to unforeseen circumstances we cannot always guarantee delivery in said time, or accept liability for deliveries made outside this timescale. This also applies to products sent direct from our manufacturers. We cannot accept liability for out of pocket expenses or other costs incurred due to failed or delayed deliveries

Some postal addresses in Northern Ireland, some offshore islands and some remote areas of Great Britain may not be covered by our normal delivery services and so we may have to contact you to advise you of extra postal charges.

If the product(s) you have ordered do not arrive within 28 days of placing the order The Wooden Hut Gift Company except no liability unless you have contacted us via email within this period.

The majority of our products are despatched by Royal Mail. If the standard delivery is selected this is sent via second class Royal Mail which is estimated to be delivered in 3-5 working days. If the delivery weight exceeds our set rate delivery will be made by Parcel Force and timescales will vary depending on the weight of the items ordered and the location. If you have not received your items, you must check with your local sorting office even if you have not received notification from your postman that they are holding items for you.

In the event that we reproduce an item for you and subsequently the original is returned as undelivered by Royal Mail or Parcel Force we reserve the right to charge an administrative fee up to 100% of the sales price of the reproduced product.

In the event you have not received your order, we must allow the following timescales before we can take further action, and claim back from the relevant carrier for lost items. Standard delivery: 14 working days from date of despatch.

We do reserve the right to change the advertised postal service for any item and or location. These changes will be made for logistic purposes and will be a like for like service i.e. if a proof of delivery or tracking options are stated on the original service they will be on the amended service.

**Please note:** we will not be held liable for any late deliveries if delays occur by causes beyond our reasonable control including, without limitation:-

- (a) fire;
- (b) severe weather conditions;
- (c) industrial dispute;
- (d) strike or labour disputes

## Order Cancellations

For most items, you have the legal right to cancel your order within 7 working days of receiving the goods. However, this does not apply to certain items which we have made, personalised or customised specifically for you. It does not apply to perishable goods, audio or video recordings or computer software which has been opened.

Order cancellations must be made in writing, quoting your order number, within 7 working days beginning the day after the day on which the item is delivered.

If you wish to cancel your order you can notify us by email to [sales@woodenhutgifts.co.uk](mailto:sales@woodenhutgifts.co.uk) or by telephone (01325 520675 or 0800 321 3835) before we have dispatched the goods to you or

Where goods have already been dispatched to you, the goods must be returned to us in accordance with the 'Returns and exchange' section below.

**Please note:** In order to provide a fast service some products are **immediately** sent for production. Please check your order on screen as we cannot refund products which have been miss-spelt by you.

We reserve the right to cancel your order at any time and issue a full refund.

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

## Returns and exchange

If you are not completely satisfied with the goods, simply return them to us at any time within 14 working days of receipt. If

goods are returned within 7 working days of receipt we will issue a full refund including postage and packaging, or an exchange. Between 7 and 14 working days we will refund the cost of the order minus the postage and packaging charge paid (the costs of returning goods to us shall be borne by you).

The item is your responsibility until it reaches us. For your own protection, we recommend that you send the parcel back to using a delivery service that insures you for the value of the goods as we cannot be held responsible for items damaged or lost in the post.

Your rights to return the goods to us will **NOT** apply in the following circumstances:

**-Any products that we have made, personalised or customised specifically for you**

Personalised goods are not eligible for return as stated in;

**The Consumer Contracts Regulations Act 2013, section 28.- (1) (b);**

**Limits of application: circumstances excluding cancellation**

28.—(1) This Part does not apply as regards the following—

(b) The supply of goods that are made to the consumer's specifications or are clearly personalised;

(Unless damaged in transit or personalised incorrectly).

-Where, in our opinion, you have not taken reasonable care of goods whilst in your possession and have not been returned with the original packaging.

- If you have made a spelling mistake on your order and it has been sent for production.

- You have disposed of the item you have an issue with.

- A perishable item that has been consumed/disposed of.

If you return an item because of an error on our part, or because it is defective, we will happily refund the full value of the item and your costs in returning it to us.

The item(s) must be returned in the condition in which you received it within 30 days of delivery. By the very individual nature of personalised products, they cannot be re-sold, and therefore we cannot accept returns if you have a change of mind.

We regret that postage and packing costs for unwanted items cannot be refunded after 7 working days from when the order was delivered.

Please note:

- You have a duty to return the item to us and the cost of doing so is your responsibility, except if the item is faulty or does not comply with the contract.

- The parcel can take up to 7 working days to be returned to our Warehouse, unless sent via special delivery.

This returns policy does not affect your statutory rights.

The address for returns is:

The Wooden Hut Gift Company

11 Kenilworth Drive

Darlington

Co. Durham

DL3 0JH

**Discounts**

If a discount was applied to your original order, the amount refunded will be adjusted to allow for the revised order value and appropriate discount level. Please note you can only use one discount code per order.

**I received the wrong item**

If the item you received is not what you originally ordered; please contact customer care quoting your order number, your name and address, details of the product and the reason for return, and whether you require a refund or a replacement. We will then advise on how to proceed with the return.

**Faulty item**

If the item you received is faulty, please contact our customer care team quoting your order number, your name and address, details of the product and the reason for return, and whether you require a refund or a replacement. We will then advise on how to proceed with the return. If the item is faulty, please return it to us within 30 days of receipt. Refunds cannot be given if the fault is as a result of misuse.

**Colour**

The colour of the product you receive may not match the colour as displayed by our website on your computer monitor. Please

be aware that if colour is important to you, your order is placed at your own risk.

#### **Clothing**

When trying on items of clothing, please ensure that you are not wearing perfume / aftershave or a deodorant which may leave a scent or marks on the item. We will be unable to accept the return of any item where there is evidence that these instructions have not been followed. The item should be returned with its original packaging.

#### **Product Designer**

In using the Product Designer facility on the website, you agree not to upload or print any images that will cause distress or offence to any person. It is your responsibility to ensure that express permission for any images you use has been granted by the owner of any image. The Wooden Hut Gift Company reserve the right to refuse to process any order that may cause offence or distress to others – in such a case we will refund any payment made. The Wooden Hut Gift Company will not be responsible for any copyright infringement by the customer. Please see the section titled Image and Copyright for additional information.

#### **Image and Interpretation**

We will endeavour to fully re-create the design that you create using the Product Designer during your purchase but in certain circumstances this will not be possible therefore we reserve the right to interpret the image as we see fit (artistic licence).

When we align the image into the printing template we have to allow a 3mm to 5mm print bleed and this may crop the outer edge of the image and result in the loss of the main focus unless you send us clear instructions.

#### **Licence**

You may retrieve and display the content of the Website on a computer screen, store such content in electronic form on disk (but not any server or other storage device connected to a network) or print one copy of such content for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on the Website without written permission from us.

Unless otherwise stated, the copyright and other intellectual property rights in all material on this Website (including without limitation photographs and graphical images) are owned by us or our licensors. For the purposes of these terms and conditions, any use of extracts from this Website other than in accordance with the clause above for any purpose is prohibited. If you breach any of the terms in these terms and conditions, your permission to use this Website automatically terminates and you must immediately destroy any downloaded or printed extracts from this Website.

No part of this Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without our prior written permission.

Any rights not expressly granted in these terms are reserved.

#### **Service Access**

While we endeavour to ensure that this Website is normally available 24 hours a day, we will not be liable if for any reason this Website is unavailable at any time or for any period.

Access to this Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

#### **Visitor Material and Conduct**

Other than personally identifiable information, which is covered under the Privacy Policy any material you transmit or post to this Website will be considered non-confidential and non-proprietary. We will have no obligations with respect to such material. We and our nominees will be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.

You are prohibited from posting or transmitting to or from this Website any material:

- (a) - that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience
- (b) - for which you have not obtained all necessary licences and/or approvals
- (c) - which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in the UK or any other country in the world or
- (d) - which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

You may not misuse the Website (including, without limitation, by hacking).

We will fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting any material in breach of the clauses of above.

#### **Links to and from other websites**

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.

If you would like to link to this Website, you may only do so on the basis that you link to, but do not replicate, the home page of this Website, and subject to the following conditions:

- (a) - you do not remove, distort or otherwise alter the size or appearance of [www.woodenhutgiftcompany.co.uk](http://www.woodenhutgiftcompany.co.uk)
- (b) - you do not create a frame or any other browser or border environment around this Website
- (c) - you do not in any way imply that we are endorsing any products or services other than our own
- (d) - you do not misrepresent your relationship with us nor present any other false information about us
- (e) - you do not otherwise use any trade marks displayed on this Website without our express written permission
- (f) - you do not link from a website that is not owned by you and
- (g) - your website does not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.

We expressly reserve the right to revoke the right granted in this clause at any time and to take any action we deem appropriate.

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 any clause

### **Registration**

To register with the [www.woodenhutgiftcompany.co.uk](http://www.woodenhutgiftcompany.co.uk) you must be over eighteen (18) years of age.

Each registration is for a single user only. We do not permit you to share your user name and password with any other person nor with multiple users on a network.

Responsibility for the security of any passwords issued rests with you and if you know or suspect that someone else knows your password, you should contact us immediately.

We may suspend or cancel your registration immediately at our reasonable discretion or if you breach any of your obligations under these terms and conditions.

### **Disclaimer**

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.

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.

### **Liability**

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.

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.

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.

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.

### **Advertising and Sponsorship**

Part of the Website may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the Website complies with relevant laws and codes. We will not be responsible to you for any error or inaccuracy in advertising and sponsorship material.

### **Governing Law and Jurisdiction**

These terms and conditions shall be governed by and construed in accordance with English law. Disputes arising in connection with these terms and conditions shall be subject to the non-exclusive jurisdiction of the English courts.

We do not warrant that materials/items for sale on the Website are appropriate or available for use outside the United Kingdom and Eire. It is prohibited to access the Website from territories where its contents are illegal or unlawful. If you access this Website from locations outside the United Kingdom and Eire, you do so at your own risk and you are responsible for compliance with local laws.

### **Miscellaneous**

You may not assign, sub-license or otherwise transfer any of your rights under these terms and conditions.

If any provision of these terms and conditions is found by any court of competent jurisdiction to be invalid, the invalidity of that provision will not affect the validity of the remaining provisions which shall continue to have full force and effect.

Only the parties to these terms and conditions may seek to enforce them. Nothing in these terms and conditions is intended as granting any persons who are not parties to these terms any rights under the Contracts (Rights of Third Parties) Act 1999.

### **Image and Copyright**

The Wooden Hut Gift Company will not be responsible for any copyright infringements of the material (photographs and or images) supplied by you the Buyer to us the Seller.

When you supply the material to us you are contractually and legally consenting that you are the legal copyright owner of all material that you supply to us or that you have the legal consent of the legal copyright owner to use the said material.

To enable us to create your purchased item and by purchasing the item you are giving legal consent for us to create the purchased item using the supplied material and that you take all responsibility of all legal implications.

You also by purchasing the item give us the legal right to re-use the material supplied by you to use in any future creations for re-sale or marketing.

Information on copyright law is available to view at <https://www.gov.uk/government/organisations/intellectual-property-office>