



## Supply of Goods and Services Terms and Conditions

### **1. These terms**

- 1.1 These are the terms and conditions on which we supply product(s) and/or services to you.
- 1.2 Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide product(s) and/or services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or require any changes, please contact us to discuss.
- 1.3 By making a purchase, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions
- 1.4 We reserve the right to modify these Terms at any time. Any changes will be effective immediately upon posting the revised Terms on our website.

### **2. Information about us and how to contact us**

- 2.1 We are White Wood Management & Associates Ltd, a company registered in England and Wales, and Devon Timber (trading name).  
Our company registration number is 11463597  
Our address is: The Timber Barn, Clifford Barton, Drewsteignton, EX6 6QB.  
Our VAT number is: 386 4014 89
- 2.2 You can contact us by telephoning 01647 450171, by writing to us at the above address or via email [admin@whitewoodmanagement.co.uk](mailto:admin@whitewoodmanagement.co.uk)
- 2.3 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.
- 2.4 When we use the words "writing" or "written" in these terms, this includes emails.

### **3. Our contract with you**

- 3.1 Our acceptance of your order will take place when we tell you that we are able to provide you with the product(s) and/or services at which point a contract will come into existence between you and us.
- 3.2 If we are unable to accept your order, we will inform you of this and will not charge you for the product(s) and/or services. This might be because the product(s) is out of stock, because we have identified an error in the price or description of the product(s) and/or services, because we are unable to meet a delivery deadline you have specified or because of unexpected limits on our resources which we could not reasonably plan for.
- 3.3 We do not accept orders for delivery to addresses outside the UK.

### **4. Our product(s)**

- 4.1 When browsing our website or any printed promotional materials, please bear in mind that the colours and tones of timbers shown in pictures are for indicative examples only. Alongside the difference in colour / tones of images from electronic devices, timber is an organic,



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naturally grown product and there will be variation between one item and another even if they share the same dimensions and are both from the same tree or species.

- 4.2 If we are making the product(s) to measurements you have given, you are responsible for ensuring that these measurements are correct. Please ask advice if you are unsure what measurements are required or allowances that need to be made. For example, dimensions of timber are taken at the point of sawing, machining or stacking for air-drying, therefore allowance should be made for shrinkage as the wood dries over time or where it has been kiln dried. On average an allowance of between 5% -10% (on sectional dimensions) above the required finished size should be factored into your selection of appropriate dimensions when ordering.

### 5. **Your rights to make changes**

If you wish to make a change to the product(s) and/or services 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(s) and/or services, the timing for delivery 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.

### 6. **Our rights to make changes**

- 6.1 We may change the product(s) and/or services to reflect changes in relevant laws and regulatory requirements and to implement minor technical adjustments and improvements. These changes will not affect your use of the product(s) and/or services.
- 6.2 In addition, we may make changes to these terms or the product(s) and/or services, but if we do so we will notify you and you may then contact us to end the contract and receive a full refund before the changes take effect.

### 7. **Providing the product(s)**

- 7.1 The costs of delivery and installation, where applicable, will be as told to you during the order process.
- 7.2 During the order process we will let you know an estimated date for completion of the order and delivery, finding a mutually agreeable date.
- 7.3 We are not responsible for delays outside our control. If our manufacture and delivery (where relevant) of the product(s) 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.
- 7.4 If you have asked to collect the product(s) from our premises, you can collect the product(s) from us at a pre-arranged time during weekdays.
- 7.6 If you do not collect the product(s) from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from our premises, 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 will apply.



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- 7.7 If you have asked us to install the product(s) for you and you do not facilitate access to your property / installation site 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 and clause 10 will apply.
- 7.8 You have legal rights if we deliver any product(s) late. If we miss the delivery deadline for any product(s) then you may treat the contract as at an end straight away if any of the following apply:
- 7.8.1 We have refused to deliver the product(s);
- 7.8.2 Delivery within the delivery deadline was essential (taking into account all the relevant circumstances) and you told us this before we accepted your order.
- 7.9 If the reasons above do not apply or you do not wish to cancel the contract because you can give us a new deadline for delivery (which must be reasonable), you can treat the contract as at an end if we do not meet the new deadline.
- 7.10 If you do choose to treat the contract as at an end for late delivery under clause 7.8, you can cancel your order for any of the product(s) or reject products that have been delivered. If you wish, you can reject or cancel the order for some of those product(s) (i.e. not all of them), unless splitting them up would significantly reduce their value. After that we will refund any sum you have paid to us for the cancelled product(s) and their delivery. If the product(s) have been delivered to you, you will have to return them to us or allow us to collect them, and we will pay the costs of this.
- 7.11 The product(s) will be your responsibility from the time we deliver the product(s) to the address you gave us, or you collect it from us.
- 7.12 You own the product(s) once we have received payment in full.
- 7.13 We may need certain information from you so that we can supply the product(s) to you and, where relevant, install them. We will contact you 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 (see clause 10) 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 or installing the product(s) late or not supplying or installing any part of them if this is caused by your not giving us the information we need, within a reasonable time of us asking for it.
- 7.14 We may have to suspend the supply of a product(s) to:
- 7.14.1 Deal with technical problems or make minor technical changes.
- 7.14.2 Update the product(s) to reflect changes in relevant laws and regulatory requirements.
- 7.14.3 Make changes to the product(s) as requested by you or notified by us to you (see clauses 5 and 6).
- 7.15 We will contact you in advance to tell you we will be suspending supply of the product(s), unless the problem is urgent or an emergency. If we have to suspend the product(s) for



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longer than 3 months you may contact us to end the contract. In such case we will refund any sums you have paid in advance for the product(s) in respect of the period after you end the contract.

- 7.16 If you do not pay us for the product(s) when you are supposed to (see clause 12.4) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the product(s) until we have been paid the outstanding amounts. As well as suspending the product(s) we can also charge you interest on your overdue payments (see clause 12.6).

### **8. Providing the services**

- 8.1 We will supply the services to you from the date set out in the order. The estimated completion date for the services is as told to you during the order process.
- 8.2 If our performance of the services is affected 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.
- 8.3 If you have asked us to provide the services to you at your property and you do not allow us access to your property 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 and clause 10 will apply.
- 8.4 We may need certain information from you so that we can provide the services to you. We will contact you to ask for this information. If you do not provide us with this information, within a reasonable time of us asking for it, or you provide us with incomplete or incorrect information, we may either end the contract (see clause 10) 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 providing the services late or not providing 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.
- 8.5 We may have to suspend the services to:
- 8.5.1 deal with technical problems or make minor technical changes;
  - 8.5.2 update the services to reflect changes in relevant laws and regulatory requirements;
  - 8.5.3 make changes to the services as requested by you or notified by us to you (see clauses 5 and 6).
- 8.6 We will contact you in advance to tell you we will be suspending the services, unless the problem is urgent or an emergency. If we have to suspend the services for longer than 3 months you may contact us to end the contract if we suspend the services and we will refund any sums you have paid in advance for services not provided to you.
- 8.7 If you do not pay us for the services when you are supposed to (see clause 12.5) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the product(s) until you have paid us the outstanding amounts.



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### **9. Your rights to end the contract**

- 9.1 You may contact us to end your contract for product(s) at any time before we have delivered it/them and you have paid for it/them, but in some circumstances, we may charge you for doing this, as described below. Of course, you always have rights where product(s) and/or services are faulty or miss-described (see clause 11). You may also contact us at any time to end the contract for the services, but in some circumstances, we may charge you certain sums for doing so, as described below.
- 9.2 If you are ending the contract for a reason set out at 9.2.1 to 9.2.5 below the contract will end immediately and we will refund you in full for any product(s) and/or which have not been provided or have not been provided properly and you may also be entitled to further compensation. The reasons are:
- 9.2.1 We have told you about an upcoming change to the product(s) and/or services or these terms which you do not agree to (see clause 6.2).
- 9.2.2 We have told you about an error in the price or description of the product(s) and/or services you have ordered, and you do not wish to proceed.
- 9.2.3 There is a risk that supply of the product(s) and/or services may be significantly delayed because of events outside our control.
- 9.2.4 We have suspended supply of the product(s) and/or services for technical reasons, or we notify you that we are going to suspend them for technical reasons, in each case for a period of more than 3 months; or
- 9.2.5 You have a legal right to end the contract because of something we have done wrong.
- 9.3 If you are not ending the contract for one of the reasons set out in clause 9.2, then the contract will end immediately, and we will refund any sums paid by you for product(s) and/or services not provided but we may deduct from that refund reasonable compensation for the net costs we will incur as a result of your ending the contract.
- 9.4 If you end the contract after product(s) have been dispatched to you and (because we cannot recall them) they are delivered to you, you must return them to us. If you are ending the contract for one of the reasons specified in clause 9.2 above, or because you are exercising your legal rights to end the contract because of something we have done wrong then we will pay the costs of return. In all other circumstances you must pay the costs of return.

### **10. Our rights to end the contract**

- 10.1 We may end the contract for a product(s) at any time by writing to you if:
- 10.1.1 You do not make payments to us when it is due, and you still do not make payment within 7 days of us reminding you that payment is due;



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- 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 product(s) and/or services; or
- 10.1.3 You do not, within a reasonable time, allow us to deliver the product(s) or collect them from us and/or give us access to your property to provide the services to you.
- 10.2 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 product(s) and/or services 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(s) and/or services**

- 11.1 If you have any questions or complaints about the product(s) and/or services, please contact us. You can telephone us on 01647 450171 or write to us at [admin@whitewoodmanagement.co.uk](mailto:admin@whitewoodmanagement.co.uk) or The Timber Barn, Clifford Barton, Drewsteignton, EX6 6QB
- 11.2 If you wish to exercise your legal rights to reject product(s) you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection.
- 11.3 In the unlikely event there is any defect with the services:
- 11.3.1 if remedying the defect is impossible or cannot be done within a reasonable time or without significant inconvenience to you, we will refund the price you have paid for the services.
- 11.3.2 in all other circumstances we will use every effort to repair or fix the defect free of charge, without significant inconvenience to you, as soon as we reasonably can.
- 11.4 Costs for returned items will be charged to you under these circumstances:
- (a) regulation 33(3) (enhanced delivery chosen by consumer);
  - (b) regulation 33(9) (value of goods diminished by consumer handling);
  - (c) regulation 34(5) (goods returned by consumer in a condition that prevents re-sale);
  - (d) regulation 35(4) (service provided at consumer's request).

These conditions are set out in Regulation 28 of the Consumer Contracts Regulations (2013). [bis-13-1111-the-consumer-contracts-information-cancellation-and-additional-payments-regulations-2013.pdf](https://publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/261111/bis-13-1111-the-consumer-contracts-information-cancellation-and-additional-payments-regulations-2013.pdf) ([publishing.service.gov.uk](https://publishing.service.gov.uk))

### **12. Price and payment**

- 12.1 The price of the product(s) and/or services will be the price set out in our price list in force at the date of your order unless we have agreed another price in writing. VAT will be added to every order. We take all reasonable care to ensure that the price of product(s) advised to you is correct. However please see clause 12.3 for what happens if we discover an error in the price of the product(s) you order.
- 12.2 Delivery of a product is an additional cost, prices will be provided on request.



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- 12.3 If the rate of VAT changes between your order date and the date we supply the product(s), we will adjust the rate of VAT that you pay, unless you have already paid for the product(s) and/or services in full before the change in the rate of VAT takes effect.
- 12.4 It is always possible that, despite our best efforts, some of the product(s) and/or services we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product/services' 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/services' correct price at your order date is higher than the price stated, 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 unmistakable and could reasonably have been recognised by you as a mispricing, we may terminate the contract, refund you any sums you have paid for the product(s) and require you to return the product(s) at our expense.
- 12.5 We accept payment using BACS transfer, Zettle payment using a debit card on-site or via a link sent in a text message, by cash or cheque.
- 12.6 In certain circumstances you must make an advance payment of 30% of the price of the products and / or services, before we start providing them. We will invoice you for the balance of the price of the services when we have completed them or, for large projects, at intervals throughout the term of the project. As a small business we request prompt payment. You must pay each invoice within 30 calendar days after the date of the invoice at the latest.
- 12.7 If we are unable to collect any payment from you by the due date, we may charge interest to you on the overdue amount at the rate of 4 % above the base lending rate of the Cooperative Bank. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount. You must pay us interest together with any overdue amount.
- 12.8 If you think an invoice is wrong, please contact us promptly to let us know.
- 13. Our responsibility for loss or damage suffered by you**
- 13.1 If we fail to comply with these terms, 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.
- 13.2 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 goods and for defective products under the Consumer Protection Act 1987.
- 13.3 If we are installing the product(s) and/or providing other 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.
- 13.4 We only supply the product(s) for domestic and private use. If you use the product(s) 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.



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### **14. How we may use your personal information**

- 14.1 We will only use your personal information as set out in our privacy policy: <https://devontimber.co.uk/wp-content/uploads/2024/08/Customer-and-Supplier-Privacy-Notice.pdf>
- 14.2 We will only give your personal information to third parties where the law either requires or allows us to do so.

### **15. Other important terms**

- 15.1 We may transfer our rights and obligations under these terms to another organisation.
- 15.2 You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 15.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 15.4 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.
- 15.5 If we do not insist immediately that you do anything you are required to do under these terms, 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.
- 15.6 These terms are governed by English law, and you can bring legal proceedings in respect of the product(s) in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the product(s) in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the product(s) in either the Northern Irish or the English courts.
- 15.7 Alternative dispute resolution is an optional process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. We would hope to pursue this option with any defaulting customers, if all parties agreed.  
[Alternative dispute resolution for consumers - GOV.UK \(www.gov.uk\)](https://www.gov.uk/guidance/alternative-dispute-resolution-for-consumers)