



Our terms of sale of our goods via our website cowleytimber.co.uk (version 22 May 2018))

1. These terms

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply products to you. All of the products we supply to you via our website are goods.
- 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 goods 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, please contact us to discuss.
- 1.3 **Are you a consumer or a trader?** Sometimes certain terms and conditions will only apply to you if you are a consumer or certain terms and conditions will only apply to you if you are a trader. We will clearly indicate where this is the case. **You are a consumer if you are an individual acting for purposes which are wholly or mainly outside your trade, business, craft or profession.** You are trader if you are acting for purposes relating to your trade, business, craft or profession, whether on your own behalf or acting in the trader's name or on the trader's behalf.

2. Information about us and how to contact us

- 2.1 **Who we are.** We are Cowley Timber + Partners, the trading name for Cowley Timber And Partners Limited a company registered in England and Wales. Our company registration number is 09445063 and our registered office is at 41 Pear Tree Street, London, England, EC1V 3AG and our trading address is Unit 13 Abbots Way, Newark Business Park, Newark, Notts, NG24 2EL. Our registered VAT number is 207 8987 64.
- 2.2 **How to contact us.** You can contact us by telephoning our customer service team at 01522 720022 or by writing to us at mail@cowleytimber.co.uk or Unit 13 Abbots Way, Newark Business Park, Newark, Notts, NG24 2EL.
- 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.

3. Our contract with you

- 3.1 **How you make an order.** On our website, you may place an order to purchase a product advertised for sale by following the onscreen prompts after clicking on the item you wish to purchase. You will have an opportunity to check and correct any input errors in your order up until the point at which you place your order by clicking the "Place order and pay" button on the checkout page.
- 3.2 **How we will accept your order.** Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.
- 3.3 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing and will not charge you for the good. This might be because the good is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because the issuer of your card refuses to authorise payment, because a credit reference we have obtained for you does not meet our minimum requirements, because we have identified an error in the price or description of the good or because we are unable to meet a delivery deadline you have specified.
- 3.4 **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.
- 3.5 **We only sell to the UK.** Our website is solely for the promotion of our goods in the UK. Unfortunately, we do not deliver to addresses outside the UK.

3.6 If you are a trader (this clause does not apply to you if you are a consumer):

3.6.1 you confirm you have authority to bind any business on whose behalf you use our website to purchase goods; and

3.6.2 these terms constitute the entire agreement between you and us and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

4. Our goods

4.1 **Goods may vary slightly from their pictures.** The images of the goods on our website are for illustrative purposes only. Although we have made every effort to display the goods' appearance accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the goods. Your good may vary slightly from those images.

4.2 **Packaging may vary.** The packaging of the good may vary from that shown on images on our website.

4.3 **Making sure the information and measurements you provide are accurate.** If we are making the good to measurements and other information you have given us you are responsible for ensuring that these measurements are correct. Please contact us for information and tips on how to measure and other information you should provide before you place your order.

5. Your rights to make changes

5.1 If you wish to make a change to the goods 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 good, 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.

6. Our rights to make changes

6.1 **Minor changes to the goods.** We may change a good to:

6.1.1 reflect changes in relevant laws and regulatory requirements such as a change in product safety laws or British Standard; and

6.1.2 implement minor technical adjustments and improvements. These changes will not affect your use of the good unless we specifically let you know otherwise.

6.2 **More significant changes to the goods and these terms.** If we make more significant changes to a good than those set out in clause 6.1, we will notify you a reasonable time before such a change is made to inform you of the change. You may then contact us (see contact details set out above) to end the contract and receive a full refund before the changes take effect.

7. Providing the goods

7.1 **Delivery costs.** The costs of delivery will be as displayed to you on our website.

7.2 **Delivery at the address you provide.** For reasons of health and safety and to avoid any property damage, goods can only be delivered to the exterior of a ground floor location at the delivery address. We do not provide any unpacking, installation, fitting or waste removal services.

7.3 **When we will provide the goods.** During the order process we will let you know when we will provide the goods to you. We will deliver them to you as soon as reasonably possible and in any

event within 30 days after the day on which we accept your order. We will contact you to agree a delivery date, which will be within 30 days after the day on which we accept your order.

- 7.4 **We are not responsible for delays outside our control.** If our supply of the goods 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 goods you have paid for but not received.
- 7.5 **Collection by you.** If you have asked to collect the goods from our premises, you can collect them from us at our premises you selected during the ordering process any time during our working hours of 9.30 am – 5 pm on weekdays (excluding public holidays). We will carry out verification of your identity before you can collect your goods. This will involve you providing a copy of the receipt relevant paperwork and where you are collecting the goods on behalf of a third party, providing proof you represent that third party. We reserve the right to not release the goods if we are not fully satisfied the verification has been completed
- 7.6 **If you are not at home when the good is delivered.** If no one is available at your address to take delivery and the goods cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange delivery.
- 7.7 **If you do not re-arrange delivery.** If you do not collect the goods 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 10.3 will apply.
- 7.8 **If you are a consumer (this clause does not apply to you if you are a trader):**
- 7.8.1 **Your legal rights if we deliver 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:
- (a) we have refused to deliver the goods;
 - (b) delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
 - (c) you told us before we accepted your order that delivery within the delivery deadline was essential.
- 7.8.2 **Setting a new deadline for delivery.** If you do not wish to treat the contract as at an end straight away, or do not have the right to do so under clause 7.8.1, you can give us a new deadline for delivery, which must be reasonable, and you can treat the contract as at an end if we do not meet the new deadline.
- 7.8.3 **Ending the contract for late delivery.** If you do choose to treat the contract as at an end for late delivery under clause 7.8.1 or clause 7.8.2, you can cancel your order for any of the goods or reject goods that have been delivered. If you wish, you can reject or cancel the order for some of those goods (not all of them), unless splitting them up would significantly reduce their value. After that we will refund any sums you have paid to us for the cancelled goods and their delivery. If the goods have been delivered to you, 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. Please on call us on 01522 720022 or email us at mail@cowleytimber.co.uk for a return label or to arrange collection.

- 7.9 **When you become responsible for the good.** The goods will become your responsibility from the time we deliver the goods to the address you gave us or you or a carrier organised by you collect it from us.
- 7.10 **When you own goods.** You own a good once we have received payment in full, including all applicable delivery charges.
- 7.11 **If you are a trader and have received the goods, but are yet to pay for them (this clause does not apply to consumers).** Until you own the goods you shall:
- 7.11.1 not be entitled to use the goods;
 - 7.11.2 hold the goods for us;
 - 7.11.3 return the goods to us immediately upon our request;
 - 7.11.4 be liable to us for any loss, damage or destruction of the goods; and
 - 7.11.5 store the goods at your own cost separately from all other goods in your possession and marked in such a way that they are clearly identified as our property.
- You grant us an irrevocable licence to enter, with or without vehicles, any of your premises for the purpose of inspecting or repossessing the goods.
- 7.12 **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 goods to you, for example, delivery address, type of materials, design documents, sizes and quantity. If so, this will have been stated in the description of the goods on our website. We will contact you in writing 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 10.3 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 goods 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.
- 7.13 **Reasons we may suspend the supply of goods to you.** We may have to suspend the supply of a good to:
- 7.13.1 deal with technical problems or make minor technical changes;
 - 7.13.2 update the good to reflect changes in relevant laws and regulatory requirements; or
 - 7.13.3 make changes to the good as requested by you or notified by us to you (see clause 6).
- 7.14 **Your rights if we suspend the supply of goods and you are a consumer (this clause does not apply to you if you are a trader).** We will contact you in advance to tell you we will be suspending supply of the good, unless the problem is urgent or an emergency. If we have to suspend the good we will adjust the price so that you do not pay for goods while they are suspended. You may contact us to end the contract for a good if we suspend it, or tell you we are going to suspend it, in each case for a period of more than four weeks and we will refund any sums you have paid in advance for the good in respect of the period after you end the contract.
- 7.15 **We may also suspend supply of the goods if you do not pay.** If you do not pay us for the goods when you are supposed to (see clause 12.4) and you still do not make payment within 30 days of us reminding you that payment is due, we may suspend supply of the goods until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the goods. We will not suspend the goods where you dispute the unpaid invoice (see clause 12.7). We will not charge you for the goods during the period for which they are suspended. As well as suspending the goods we can also charge you interest on your overdue payments (see clause 12.6).

8. **Your rights to end the contract if you are a consumer (this clause does not apply to you if you are a trader):**
- 8.1 **You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, 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 good repaired or replaced or to get some or all of your money back), **see clause 11**;
- 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 good, 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; and
- 8.1.4 **In all other cases (if we are not at fault and there is no 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 8.2.1 to 8.2.5 below the contract will end immediately and we will refund you in full for any goods 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 good 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 good you have ordered and you do not wish to proceed;
- 8.2.3 there is a risk that supply of the goods may be significantly delayed because of events outside our control;
- 8.2.4 we have suspended supply of the goods for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than four 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 goods bought online 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 don't have the right to change your mind.** You do not have a right to change your mind in respect of:
- 8.4.1 goods made to the consumer's specifications or are clearly personalised; nor
- 8.4.2 any goods which become mixed inseparably with other items after their delivery.
- 8.5 **How long do I have to change my mind?** You have 14 days after the day you (or someone you nominate) receive the goods, **unless 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 to change your mind about the goods.

- 8.6 **Ending the contract where we are not at fault and there is no right to change your mind.** If you do not have any other rights to end the contract (see clause 8.1), you can still contact us before it is completed and tell us you want to end it. If you do this the contract will end immediately and we will refund any sums paid by you for goods 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) if you are a consumer (this clause does not apply to you if you are a trader):**
- 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 01522 720022 or email us at mail@cowleytimber.co.uk. Please provide your name, home address, details of the order and, where available, your phone number and email address.
- 9.1.2 **By post.** Print off [the form](#) and post it to us at the address on the form. Or simply write to us as that address, including the information required in the form.
- 9.2 **Returning goods after ending the contract.** If you end the contract for any reason after goods have been dispatched to you or you have received them, you must return them to us. You must either return the goods 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. Please call customer services on 01522 720022 or email us at mail@cowleytimber.co.uk for a return label or to arrange collection. If you are exercising your right to change your mind you must send off the goods 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 goods 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 good 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 (including where you are exercising your right to change your mind) 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 good 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, see our [Delivery page](#).
- 9.5 **How we will refund you.** We will refund you the price you paid for the goods including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.
- 9.6 **Deductions 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. See our [Returns page](#) for information about what handling is acceptable and examples. 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 good within 3-5 days at one cost but you choose to have the good delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

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 then:

9.7.1 If we have not offered to collect the goods, your refund will be made within 14 days from the day on which we receive the good back from you or, if earlier, the day on which you provide us with evidence that you have sent the good back to us. For information about how to return a good to us, see clause 9.8.

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 good 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 30 days of us reminding you that payment is due; or

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

10.2 **Additionally, if you are a trader we may end the contract if we are concerned you are not solvent (this clause does not apply to you if you are a consumer).** We may end the contract for a good at any time by writing to you, being a trader, if:

10.2.1 you (being a company or limited liability partnership) are deemed unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) are deemed either unable to pay your debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) you have any partner to whom any of the foregoing apply;

10.2.2 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with you (being a company) winding up, other than for the sole purpose of a scheme for your solvent amalgamation with one or more other companies or your solvent reconstruction;

10.2.3 you (being an individual) are the subject of a bankruptcy petition or order;

10.2.4 your financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; and

10.3 **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 goods 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.

10.4 **We may withdraw the good.** We may write to you to let you know that we are going to stop providing the good. We will let you know at least four weeks in advance of our stopping the supply of the good and will refund any sums you have paid in advance for goods which will not be provided.

10.5 **Some clauses survive termination.** Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect

11. If there is a problem with the good

11.1 **How to tell us about problems.** If you have any questions or complaints about the good, please contact us. You can telephone our customer service team at on 01522 720022 or write to us at mail@cowleytimber.co.uk or The Quarry Office, Grantham Road, Waddington, Lincoln, LN5 9NT.

11.2 **Summary of your legal rights as a consumer (this clause does not apply to you if you are a trader).** We are under a legal duty to supply goods that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the good. Nothing in these terms will affect your legal rights.

Summary of your key legal rights as a consumer

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected life of your good your legal rights entitle you to the following:

- up to 30 days: if your item is faulty, then you can get a refund.
- up to six months: if your faulty item can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- up to six years: if the item can be expected to last up to six years you may be entitled to a repair or replacement, or, if that doesn't work, some of your money back.

11.3 **Your obligation to return rejected goods if you are a consumer.** If you wish to exercise your legal rights as a consumer to reject goods 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. Please call customer services on 01522 720022 or email us at mail@cowleytimber.co.uk for a return label or to arrange collection.

12. Price and payment

12.1 **Where to find the price for the good.** The price of the good (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure the price of good advised to you is correct. However please see clause 12.3 for what happens if we discover an error in the price of the good you order.

12.2 **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 good, we will adjust the rate of VAT that you pay, unless you have already paid for the good in full before the change in the rate of VAT takes effect.

12.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the goods we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the good'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 good's 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 end the contract, refund you any sums you have paid and require the return of any goods provided to you.

- 12.4 **When you must pay and how you must pay.** We accept payment with the following credit and debit cards: Visa Credit (including Electron Credit), Visa Premium, MasterCard Credit, Mastercard Premium, Diners Club International (including Discover, BCard and DinaCard), Visa Debit (including Electron), Debit MasterCard, Maestro, International Maestro, V PAY (Visa), Visa Corporate Purchasing, Visa Business Cards, Non-EU issued Visa Commercial Debit Cards, MasterCard Corporate Purchasing, MasterCard Business Cards, Non-EU issued MasterCard Commercial Debit Cards and Visa Commercial Debit. By using a debit or credit card to pay for the goods, you confirm the card being used is yours or you are authorised to use it. Please be aware all debit or credit card holders may be subject to validation checks and authorisation by the card issuer. If the issuer of the card refuses to authorise payment we are not responsible for any charge made by the card issuer or bank to the holder of the card as a result of our processing of your credit/debit card payment.
- 12.5 **When you must pay and how you must pay.** You must pay for the goods and delivery charges before we dispatch the goods to you. We will not charge your credit or debit card, until we dispatch the goods to you.
- 12.6 **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 12.7 **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 and we will not charge you interest until we have resolved the issue.
13. **Our responsibility for loss or damage suffered by you if you are a consumer (this clause does not apply to you if you are a trader – please see clause 14 if you are a trader)**
- 13.1 **We are responsible to you for foreseeable loss and damage caused by us.** 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, 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 discussed it with us during the sales process.
- 13.2 **We are not liable for business losses.** If you are a consumer, we only supply the goods to you for domestic and private use. If you use the goods for any commercial, business or re-sale purpose, you are a trader and our liability to you is as set out in clause 14 below.
14. **Our responsibility for loss or damage suffered by you if you are a trader (this clause does not apply to you if you are a consumer – please see clause 13 if you are a consumer)**
- 14.1 We only supply the goods to you for internal use by your business, and you agree not to use the goods we supply for any resale purposes.
- 14.2 Nothing in these terms limits or excludes our liability for:
- 14.2.1 death or personal injury caused by our negligence;
- 14.2.2 fraud or fraudulent misrepresentation;
- 14.2.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- 14.2.4 defective products under the Consumer Protection Act 1987.

- 14.3 Subject to clause 14.2, we will not under any circumstances be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- 14.3.1 any loss of profits, sales, business, or revenue;
 - 14.3.2 loss of business opportunity;
 - 14.3.3 loss of anticipated savings;
 - 14.3.4 loss of goodwill; or
 - 14.3.5 any indirect or consequential loss.
- 14.4 Subject to clause 14.2 and clause 14.3, our total liability to you in respect of all losses arising under or in connection with a contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the goods supplied to you.
- 14.5 Except as expressly stated in these terms, we do not give any representation, warranties or undertakings in relation to the goods. Any representation, condition or warranty which might be implied or incorporated into these terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring the goods are suitable for your purposes.
- 15. How we may use your personal information**
- 15.1 **How we will use your personal information.** We will use the personal information you provide to us:
- 15.1.1 to supply the goods to you;
 - 15.1.2 to process your payment for the goods; and
 - 15.1.3 if you agreed to this during the order process, to inform you about similar goods that we provide, but you may stop receiving these at any time by contacting us.
- 15.2 **We may pass your personal information to credit reference agencies.** Where we extend credit to you for the goods we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.
- 15.3 **We will only give your personal information to other third parties where the law either requires or allows us to do so.**
- 16. Other important terms**
- 16.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms 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.
- 16.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 16.3 **Nobody else has any rights under this contract (except someone you pass your guarantee 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 16.2 in respect of our guarantee. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

- 16.4 **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.
- 16.5 **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 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. For example, if you miss a payment and we do not chase you but we continue to provide the goods, we can still require you to make the payment at a later date.
- 16.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the goods in the English courts. However:
- 16.6.1 if you are a consumer living in Scotland you can bring legal proceedings in respect of the goods in either the Scottish or the English courts; or
- 16.6.2 if you are a consumer living in Northern Ireland you can bring legal proceedings in respect of the goods in either the Northern Irish or the English courts.

17. **Alternative Dispute Resolution**

If we have been unable to resolve your complaint for you, you may wish to use the Alternative Dispute Resolution Service. Cowley Timber & Partners Ltd is registered with Small Claims Mediations (UK) Ltd.

Small Claims Mediations (UK) Ltd is approved by the government to provide alternative dispute resolution services, ensuring you have complete peace of mind when buying products and services from us. To find out more about Small Claims Mediation (UK) Ltd please visit www.small-claims-mediation.co.uk

18. **Online Dispute Resolution**

In addition to the Alternative Dispute Resolution Scheme please note that for disputes that arise as a result of an online purchase only, you may submit your complaint to the EU Online Dispute Resolution (ODR) platform via their website at <http://ec.europa.eu/odr>. You may however wish to go direct to our Alternative Dispute Resolution provider, Small Claims Mediation (UK) Ltd, as detailed above.