



## TERMS AND CONDITIONS BETWEEN A BUSINESS AND CONSUMER FOR THE SALE OF GOODS

### TERMS AND CONDITIONS OF SALE.

#### 1 DEFINITIONS

- 1.1 "Buyer" means the individual or organisation who buys or agrees to buy the Goods from the Seller;
- 1.2 "Consumer" shall have the meaning as described in Section 12 of the Unfair Contract Terms Act 1977;
- 1.3 "Contract" means the contract between the Seller and the Buyer for the sale and purchase of Goods incorporating these Terms and Conditions;
- 1.4 "Goods" means the articles that the Buyer agrees to buy from the Seller;
- 1.5 "Seller" means Canvas Awning Company who trade from Burnlaw, Whitfield, Hexham, Northumberland, NE478HF.
- 1.6 "Terms and Conditions" means the Terms and Conditions of sale set out in this agreement and any special terms and conditions agreed in writing by the Seller;
- 1.7 "Website" means [www.canvasawningcompany.co.uk](http://www.canvasawningcompany.co.uk)

#### 2 CONDITIONS

- 2.1 Nothing in these Terms and Conditions shall affect the Buyer's statutory rights as a Consumer.
- 2.2 These Terms and Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer and shall prevail over any other documentation or communication from the Buyer.
- 2.3 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Terms and Conditions.
- 2.4 Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.
- 2.5 Any complaints should be addressed to the Seller's address stated in clause 1.5.

#### 3 GENERAL TERMS AND CONDITIONS

- 3.1 This site is owned and operated by Canvas Awning Company of: Burnlaw, Whitfield, Hexham, Northumberland. If you have any queries about these terms and conditions or if you have any comments or complaints on or about our website, you can contact us at [hello@canvasawningcompany.co.uk](mailto:hello@canvasawningcompany.co.uk) or by phone on 07708911817 / 07590205733.

#### 4 OWNERSHIP OF RIGHTS

4.1 All rights, including copyright, in this website are owned by or licensed to Canvas Awning Company. Any use of this website or its contents, including copying or storing it or them in whole or part, other than for your own personal, non-commercial use, is prohibited without our permission. You may not modify, distribute or repost anything on this website for any purpose.

#### 5 WEBSITE CONTENT ACCURACY/DESCRIPTION OF GOODS

5.1 The Seller takes care in the preparation of the content of this Website. The Seller endeavours to ensure that all prices quoted are correct at time of publishing and that all products have been accurately described. Prices are quoted in pounds sterling. Packaging may vary from that shown. The weights and dimensions may vary slightly. The Seller strives to ensure that the colours featured on the Website are as accurate as possible however colours can and do look slightly different depending on the monitor/smartphone/tablet being used to view. The Seller cannot be held liable for any slight differences in shade to delivered products. Orders will only be processed if there are no material errors in the description of the goods or their prices as advertised on this website. Any weights, dimensions and capacities given about the goods are approximate only.

#### 6 DAMAGE TO YOUR COMPUTER

6.1 We try to ensure that this website is free from viruses or defects. However, we cannot guarantee that your use of this website or any websites accessible through it will not cause damage to your computer. It is your responsibility to ensure that the right equipment is available to use the website. Except in the case of negligence on our part, we will not be liable to any person for any loss or damage which may arise to computer equipment as a result of using this website.

#### 7 AVAILABILITY

7.1 All orders are subject to acceptance and availability. If the goods you have ordered are not available from stock, we will contact you by e-mail or phone (if you have given us details). You will have the option either to wait until the item is available from stock or to cancel your order.

#### 8 ORDERING

8.1 Ordering errors. You are able to correct errors on your order up to the point on which you click on "submit" during the ordering process.

8.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Terms and Conditions and are subject to acceptance by the Seller. The Seller may choose not to accept an order for any reason.

8.3 We must receive payment of the whole of the price for the goods that you order before your order can be accepted. Payment of the price for the goods represents an offer on your part to purchase the goods, which will be accepted by us only when the goods are dispatched. Only at this point is a legally binding contract created between us.

8.4 Where the Goods ordered by the Buyer are not available from stock the Buyer shall be notified and given the option to either: select a different option, wait until the Goods are available from stock or cancel the order and receive a full refund within 14 days.

## 9 PRICE AND PAYMENT

9.1 The price of the Goods shall be that stipulated on the Website. All Website prices exclude delivery charges.

9.2 The total purchase price, including delivery and other charges, if any, will be displayed in the Buyer's shopping cart prior to confirming the order.

9.3 After the order is received the Seller shall confirm by email the details, description and price for the Goods together with information on the right to cancel if the Buyer is a Consumer.

9.4 Payment of the price and delivery charges must be made in full before dispatch of the Goods.

9.5 We accept no liability if a delivery is delayed because you did not give us the correct payment details. If it is not possible to obtain full payment for the goods from you, then we can refuse to process your order and/or suspend any further deliveries to you. This does not affect any other rights we may have.

## 10 RIGHTS OF SELLER

10.1 The Seller reserves the right to periodically update prices on the Website, which cannot be guaranteed for any period of time. The Seller shall make every effort to ensure prices are correct at the point at which the Buyer places an order.

10.2 The Seller reserves the right to withdraw any Goods from the Website at any time.

10.3 The Seller shall not be liable to anyone for withdrawing any Goods from the Website or for refusing to process an order.

## 11 DELIVERY

11.1 Our delivery charges are set out in the shop on our website

11.2 We will aim to deliver the goods (supplied within the UK) by the date quoted for delivery but delivery times are not guaranteed and therefore time is not of the essence. In any event, we will aim to deliver your goods within 30 days from the day after the day we received your order.

11.3 Goods supplied outside the UK will normally be delivered within 30 days after the Contract is entered into.

11.4 Where a specific delivery date has been agreed, and where this delivery date cannot be met, the Buyer will be notified and given the opportunity to agree a new delivery date or receive a full refund on non-custom goods.

11.5 The Seller shall use its reasonable endeavours to meet any date agreed for delivery. In any event time of delivery shall not be of the essence and the Seller shall not be liable for any losses, costs, damages or expenses incurred by the Buyer or any third party arising directly or indirectly out of any failure to meet any estimated delivery date.

11.6 Delivery of the Goods shall be made to the Buyer's address specified in the order and the Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. The Supplier is under a legal obligation to supply Goods in conformity with the Contract.

11.7 Risk in the Goods shall pass to the Buyer at the time of delivery to you.

11.8 If you chose If you choose to use your own courier then the risk passes to you as soon as the goods are handed to your courier. You will only own the goods once they have been successfully delivered.

11.9 Title in the Goods shall not pass to the Buyer until payment of the price has been made in full.

11.10 When you receive your order, you should go through the entire shipment to check if there are missing or damaged parts. It is the responsibility of the Buyer to check the correct number of packages and items have been delivered. Any shortages should be notified to Canvas Awning Company within in 24 hours. Any claims after 24 hours cannot be entertained.

11.11 Canvas Awning Company will only cover costs of the 1st shipment to replace any missing or damaged parts. Therefore, you should make sure to have checked everything before contacting our warranty department.

## 12 CANCELLATION

12.1 Under *The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 SI 2013/3134* you have the legal right to cancel your order up to 14 calendar days after the day on which you receive your goods (with the exception of goods mentioned in 13.3 below). You do not need to give us any reason for cancelling your contract nor will you have to pay any penalty.

12.2 Should you wish to cancel your order, you can use the cancellation form provided at the end of these terms and conditions, or alternatively you can notify us by any other clear statement (e.g. by email)

12.3 You cannot cancel your contract if the goods you have ordered are made to your specifications or are clearly personalised.

12.4 If you have received the goods before you cancel your contract then you must send the goods back to our contact address at your own cost and risk. If you cancel your contract but we have already processed the goods for delivery, you should not unpack the goods when they are received by you and you must send the goods back to us at our contact address at your own cost and risk as soon as possible.

12.5 Once you have notified us that you are cancelling your contract, and we have either received the goods back or, if earlier, received evidence that you have sent the goods back, we will refund any sum debited by us from your credit or debit card within 14 calendar days.

12.6 We may make a deduction from your refund for any loss in the value of the goods supplied if the loss is the result of unnecessary handling by you (for example using or wearing the goods prior to

cancellation).

**13 SERVICE CONTRACTS BEGUN DURING CANCELLATION PERIOD**

**13.1** If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation from this contract, in comparison with the full coverage of the contract.

**14 CANCELLATION BY US**

**15.1** We reserve the right not to process your order if:

**15.1.1** We have insufficient stock to deliver the goods you have ordered;

**15.1.2** We do not deliver to your area; or

**15.1.3** One or more of the goods you ordered was listed at an incorrect price due to a typographical error or an error in the pricing information.

**15.2** If we do not process your order for the above reasons, we will notify you by e-mail and will re-credit to your account any sum deducted by us from your credit/debit card as soon as possible, but in any event within 14 days.

**16 IF THERE IS A PROBLEM WITH THE GOODS**

**16.1** If you have any questions or complaints about the goods please contact us. You can do so at [hello@canvasawningcompany.co.uk](mailto:hello@canvasawningcompany.co.uk)

**16.2** We are under a legal duty to supply goods that are in conformity with this contract and in accordance with the Consumer Rights Act 2015 (the Act).

**16.3** If you wish to exercise your legal rights to reject goods which do not conform with the Act you must either return them in person or allow us to collect them from you. We will pay the cost of postage or collection.

**17 LIABILITY**

**17.1** Unless agreed otherwise, if you do not receive goods ordered by you within 30 days of the date on which you ordered them and decide to cancel the order rather than re-arrange delivery (in accordance with clause 6), we will provide you with a full refund.

**17.2** We are only responsible for losses that are a natural, foreseeable consequence of our breach of these terms and conditions. We do not accept liability if we are prevented or delayed from complying with our obligations set out in these terms and conditions by anything you (or anyone acting with your express or implied authority) does or fails to do, or is due to events which are beyond our reasonable control. Except as may be implied by law where the Buyer is dealing as a Consumer, in the event of any breach of these Terms and Conditions by the Seller the remedies of the Buyer shall be limited to damages which shall in no circumstances exceed the price of the Goods and the Seller shall under no circumstances be liable for any indirect, incidental or consequential loss or damage whatever.

**17.3** Furthermore, we do not accept liability for any losses related to any business of yours including but not limited to: lost data, lost profits, lost revenues or business interruption.

17.4 You must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase goods from our site. The importation or exportation of certain of our goods to you may be prohibited by certain national laws. We make no representation and accept no liability in respect of the export or import of the goods you purchase.

17.5 Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence. You have certain rights as a consumer including legal rights (e.g. under the Act) relating to faulty and/or misdescribed goods.

## 18 WAIVER

18.1 No waiver by the Seller (whether express or implied) in enforcing any of its rights under this contract shall prejudice its rights to do so in the future.

## 19 FORCE MAJEURE

19.1 The Seller shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to, acts of God, pandemics, epidemics, strikes, lock outs, accidents, war, fire, failure of any communications, telecommunications or computer system, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the Seller shall be entitled to a reasonable extension of its obligations.

## 20. SEVERANCE

20.1 If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid illegal or unenforceable provision eliminated.

## 21. CHANGES TO TERMS AND CONDITIONS

21.1 The Seller shall be entitled to alter these Terms and Conditions at any time but this right shall not affect the existing Terms and Conditions accepted by the Buyer upon making a purchase.

## 22 GOVERNING LAW AND JURISDICTION

22.1 These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

22.2 You must inform us within two working days if the goods are lost or damaged in transit in writing quoting your order number.