**Terms & Conditions**

Firewood Fuel MK is the sister business of Browns Tree Solutions, we supply Firewood and related products to Milton Keynes and surrounding areas. Please read our terms and conditions carefully and ensure you understand before placing an order. Upon using our site and placing an order with us or shopping in store, you will be deemed to have accepted our terms and conditions.

All waste produced from Browns Tree Solutions work is recycled into Firewood Fuel to ensure that everything is reused or recycled.

**Section 1 – Purchases**

S1-A) By placing an order with Firewood Fuel, you as the buyer are agreeing to be bound by our terms; if you do not accept these terms then you should not use our site or place an order with us.

S1-B) Firewood Fuel shall sell, and the customer shall purchase the products in accordance with any written, electronic our verbal order of which the buyer has placed and is accepted by Firewood Fuel, subject to our terms and conditions.

S1-C) Any variation in our conditions will be deemed inapplicable unless agreed in writing between someone of authority from Firewood Fuel e.g. Managing Director and yourself as the buyer.

S1-D) Any typographical, clerical or other error or omission in any sales literature, quotation, price list, invoice or other document or information issued by Firewood Fuel shall be subject to correct without any liability on our part.

S1-E) If any provision of these conditions is adjudged invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of those provisions in question shall not be affected. Your statutory rights are not affected.

**Section 2 – Images & Scale**

S2-A) Images displayed by Firewood Fuel whether on our website, social media, in our store or anywhere else are for illustrative purposes only and may not exactly match the product itself e.g. colours may vary.

S2-B) All sizes, measurements and weights are approximate, and we cannot guarantee them exactly and they may vary slightly.

S2-B1) Sometimes our product specifications will change, in which case we will do our best to notify you prior to placing an order but, where this has not been possible, we will do our best to offer you a substitute of the same or similar value and quality if this is not doable then we may offer something of better quality and value but may request that you pay the difference in value.

For example:

If you were to place an order for a Bulk Bag of Kiln Dried Oak and we unfortunately sold out just before the order came through and for some reason our stock take was incorrect which resulted in the product being sold out but you were still able to place the order, then we would be able to offer you a Bulk Bag of Kiln Dried Beech which is of very similar, if not the same value and quality, with no extra charge. However, if you were to place an order for a Bulk Bag of Kiln Dried Birch and we had the same issue where we unfortunately sold out just before the order came through and we could only offer you a Bulk Bag of Kiln Dried Ash or Oak then we may request that you pay the difference in price or some of, due to the considerable difference in quality and cost for us; where possible we will always try to offer like for like in any situations like this.

**Section 3 – Prices**

S3-A) Prices should be correct and valid only at the time of publication but, there may be occasions where errors in advertisements or documents may occur and will be subject to correction without any liability on our part as referenced in S1-D.

S3-B) All prices displayed on in our shop or on our websites, advertisements, quotations or other documents should be inclusive of VAT, unless it states otherwise.

S3-D) Our prices are in Great British Pounds, Sterling.

S3-E) VAT will be charged at a reduced rate of 5% for domestic or non-business charity use and 20% for resale use; this can be subject to change in accordance with the law, see guidance: Fuel & Power (VAT Notice 701/19) for reference. Unless otherwise specified, legal references will be from the VAT Act 1994 (VATA 1994), for up-to-date information please visit the UK Government website.

S3-F) Firewood Fuel MK reserve the right to change our advertised prices at any time.

S3-F1) Errors and omissions are exempted.

S3-G) Delivery fees may apply to orders beyond our service area which is currently anywhere beyond the 20-mile radius, starting from our HQ at Unit 10 Lower rectory Farm, Mill Lane, Great Brickhill, Milton Keynes, MK17 9FX; please contact the office to check and confirm whether charges will apply and if you agree to them, before placing an order.

S3-H) Prices should remain the same whether purchasing in store or online but they are subject to vary and there may be offers which are only applicable either solely on our website or solely in store.

**Section 4 – Placing An Order**

S4-A) Offer and Acceptance: By making a purchase with us, you are making an offer to enter a contract to purchase the goods which you have ordered. A binding contract is only formed upon our acceptance of your order.

S4-B) You can place an order in store or over the phone, by verbal instruction and agreement or online through our website or by messaging us through one of our mobile contact numbers.

S4-C) To order goods you must be at least 18 years of age.

**Section 5 – Supply of Goods**

S5-A) You as the Buyer are solely responsible for ensuring that the Products are suitable and fit for your purpose.

S5-B) Firewood Fuel reserve the right to refuse the supply of goods at our discretion.

**Section 6 – Payment**

S6-A) When placing an order online you will have the option at check-out to pay in full either:

Via card, which is processed by our online POS system and accepts all major debit and credit cards including Visa, MasterCard, Delta, Switch, Maestro except for American Express. No charge is made to a consumer for debit or credit card payments.

* Via cash upon delivery.
* Via PayPal, if you have an account and if you don’t you can create one or select another option.

**Section 7 – Availability**

S7-A) Our products and services that are offered, are subject to availability and may become unavailable on occasions or permanently. Where a product or service in unavailable or discontinued, Firewood Fuel will offer a similar substitute but where this is not suitable the buy and sell agreement for that item will be void and any payment will be returned.

S7-B) We may make any changes in the specification of our products, which do not materially affect their quality or performance and are still required to conform with any applicable statutory requirements, where the Products are supplied to Firewood Fuel specification.

For example:

If you placed an order online and paid via card and chose to order a Bulk Bag of Seasoned Hardwood with our log stacking service then we may deliver the wood in Barrow Bags to allow us to transport larger amounts to wood to your log store and stack them, the quantity and quality of logs will remain the same; though we never guarantee the exact amount or weight of logs per any of our bags due to the varied shape, size and weight of each piece of wood, it is for convenience purposes only.

S7-C) In the event of any product being unavailable, Firewood Fuel shall be relieved of any liability in connection with all such contracts or orders. In no case shall the company be bound to obtain or deliver Products from any other sources than those contemplated in the order.

S7-D) Firewood Fuel will not be held responsible for any costs incurred due to items being delayed or unavailable.

**Section 8 – Force Majeure**

S8-A) Neither party shall be liable for any default due to any act of God, war, strikes, lock outs, accidents, fire, and breakdown of plant, machinery or shortage or unavailability of raw materials from a natural source of supply.

S8-B) Firewood Fuel shall be entitled to delay or cancel delivery or to reduce the amount delivered if it is prevented from or hindered in or delayed in manufacturing, obtaining or delivering the products by normal routes or means of delivery through circumstances beyond our control.

**Section 9 Cancellation of Orders**

S9-A) Under the Distance Selling Regulations you have a right to cancel your order with us from the date of purchase, or within 7 working days of receiving your goods and for a full refund, provided the goods are still are as they were when they were delivered; if you receive a product and use it then a partial refund or replacement may be given as per the amount used. This does not affect your statutory rights as a consumer.

S9-B) If you wish to cancel your order at any time later than the 7 days or the products are not as they were when they were delivered then we may retain 20% of payment. You are welcome to return any items using your own courier or alternatively we can offer a collection and return.

S9-C) We will refund your payment within 14 days of the goods being returned.

S9-D) If you would like to cancel your order, please contact us either over the phone, via email, write to us or in person.

**Section 10 – Delivery**

S10-A) Firewood Fuel endeavour to deliver within 7 working days from receipt of your order. Deliveries will be made Monday to Saturday. All deliveries are subject to payment authorisation.

S10-B) Firewood Fuel shall use reasonable endeavours to meet any date agreed for delivery, however, will not be liable for any delay in delivery howsoever caused or any resulting losses incurred due to failure to deliver.

S10-C) All goods must be signed for by an adult aged 18 years or over on delivery and must indicate the condition of goods unless otherwise requested by yourself as the buyer.

For Example:

If you place an order with us and request that we leave it on the driveway and you won’t be home; Firewood Fuel would not be liable for any damages, theft or change to the products once delivery is made, you accept all liability when making requests.

S10-D) Delivery will be made to kerbside, unless we can get our bags closer to the property, at your request and our agreement. Placement of your products is at the discretion of the delivery driver.

S10-E) Products will be delivered inside their bags or packaging, unless requested otherwise by yourself as the buyer.

**Section 11 – Damaged Goods**

S11-A) If goods are delivered damaged or faulty then Firewood Fuel will be liable to replace with a new or similar product or, where this is not possible or accepted then a refund will be processed.

S11-B) As the buyer, it is your responsibility to examine all goods on delivery and in case that you think damage has occurred in transit or the product is not to Firewood Fuel specification then the driver or Firewood Fuel should be notified immediately.

S11-C) We cannot guarantee to replace or repair items which have been signed for in good condition or 'unchecked' and are later found to be damaged outside of our return period which is 14 days. This does not affect your statutory rights.

SS1-D) Firewood Fuel will not accept any liability for any Products that have been repaired or replaced, before we have been given the opportunity to inspect them or to give authority for repair work to be carried out, in cases where non-company components have been used or a replacement purchased.

S11-E) If goods have been delivered in a damaged state and we feel the situation cannot be improved by authorising another delivery, we reserve the right to refund you in full for your order and cancel the order.

**Section 12 – Title & Risk**

S12-A) Risk of damage to or loss of the Products shall pass to the Buyer upon delivery.

S12-B) Notwithstanding any other provision herein title in the Products shall not pass to the Buyer until Firewood Fuel has received in cash or clear funds payment in full.

**Section 13 – Privacy & Security**

S13-A) All personal details that you give us are securely stored and in line with GDPR. We do not supply or sell customers details to any outside organisation. We will endeavour to take all reasonable care, in so far as it is possible to do so, to keep all details of your order and payment secure, but in the absence of negligence on our part we cannot be held liable for any loss you may suffer if a third party procures unauthorised access to any data you provide when accessing or ordering.

S13-A) When paying online, all credit and debit card details are encrypted using via a payment gateway and sent over a secure server. They are only decrypted after they reach our computer. No payment details are held on any website or server owned by Firewood Fuel.

**Section 14 – Use of Our Site & Shop Premises**

S14-A) To the fullest extent permitted at law, Firewood Fuel are providing our website, shop premises and its contents on an as is basis and makes no and expressly disclaims all representations or warranties of any kind, express or implied, with respect to this web site or the information, content, prices, materials or products included in this site including, without limitation, warranties of merchantability, satisfactory quality and fitness for a particular purpose.

S14-B) Except as specifically stated on our website or at our shop premises, to the fullest extent permitted at law, neither Firewood Fuel nor any of its affiliates, directors, employees or other representatives will be liable for damages arising out of or in connection with the use of the information, content, materials or products included there. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties. For the avoidance of doubt, Firewood Fuel does not limit its liability for death or personal injury to the extent only that it arises because of the negligence of Firewood Fuel and its affiliates, directors, employees or other representatives.

**Section 15 – Governing Law & Jurisdiction**

S15-A) This contract is subject to the law of England and Wales. All disputes arising out of this contract shall be subject to the exclusive jurisdiction of the courts of England and Wales.

S15-B) Representations16.1 No statement, description, warranty condition or recommendation contained in any catalogue, price list or advertisement or communication or made verbally by any of the Agents or Employees of Firewood Fuel shall be construed to enlarge, vary or override in any way thereof any of these conditions.

**Section 17 – Consequential Loss**

S17-A) Firewood Fuel shall not be liable for any costs claims damages or expenses arising out of any tortuous act or omission or any breach of Contract or statutory duty calculated by reference to profits income or accrual or loss of such profit’s income production or accruals or by reference to accrual of such costs claims damages or expenses on a time basis, to the fullest extent of the law. Please do not book installers for any items or suchlike situation, until you have received and checked your order in full.

**Section 18 – Warranties & Liability**

S18-A) No warranty is either given or implied on any timber product, as it is a natural product and will react differently depending on usage conditions.

S18-B) In any event and despite anything contained in these conditions, in no circumstances shall Firewood Fuel be liable in contract, tort (including negligence or breach of statutory duties) or otherwise howsoever, and whatever the cause thereof, (i) for any increased costs or expenses (ii) for any loss of profit, business contracts, revenues or anticipated savings, or (iii) for any special indirect or consequential damage of any nature.

**Section 19 - Links**

S19-A) Firewood Fuel do not accept any liability for any website not under our control, which may act as a portal to our site or be connected by a link with our site or that we connect by a link to.

**Section 20 – General**

S20-A) Neither party shall 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 and the party shall be entitled to a reasonable extension of its obligations.

S20-B) These terms and conditions are subject to change at any time without prior notice to you. In addition to the above: Firewood Fuel retains title to all goods until payment is received in full. Goods that are unpaid for can be collected and/or removed from any location if deemed necessary.

S20-C) Firewood Fuel retain the right to accept orders and payments if stocks have temporarily expired, fulfilling the order upon stock replenishment. If an item is out of stock the customer will be contacted whereupon if the waiting time is viewed as too long by either party, a full refund and a cancellation of the order can be issued.

S20-D) Firewood Fuel retain the right to cancel any order by notifying the customer by email without detailed disclosure.

S20-E) Customers will be contacted prior to delivery so that arrangements can be made to accept the delivery, unless otherwise requested.

S20-F) Aborted deliveries may still be charged to the amount of if a delivery fee was applicable or a return visit may incur a charge.

S20-G) Delivery prices are quoted to a kerbside location only unless otherwise specified and at the delivery driver’s discretion.

S20-H) The final decision as to whether the required offloading location is safe and prudent will remain with the driver. Kerbside offloading or the next appropriate location, will then take place or where this is not possible, delivery may have to be reattempted. Firewood Fuel can accept no responsibility for subsequent theft of any product once delivered to an agreed location, please make necessary arrangements to avoid this possibility.