1. These terms

1.1 What these terms cover. These are the terms and conditions on which we supply goods and services to you.

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 and 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, please contact us to discuss.

1.3 “Writing” includes emails. When we use the words “writing” or “written” in these terms, this includes emails.

3. Our contract with you

3.1 How we will accept your order. Our acceptance of your order will take place when we tell you that we are able to provide you with the goods or services, at which point a contract will come into existence between you and us.

4. Your rights to make changes

4.1 If you wish to make a change to the goods or services 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 goods or services, their timing 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.

5. Our rights to make changes

5.1 Minor changes to the goods or services. We may change the goods or services: (a) to reflect changes in relevant laws and regulatory requirements; and  
(b) to implement minor technical adjustments and improvements. These changes will not affect your use of the goods or services.  
6. Providing the goods or services

6.1 When we will provide the goods or services. The estimated completion date for the delivery of the goods or completion of the services is as told to you during the order process or until either you or we end the contract for the goods and services as described in these terms.

6.2 We are not responsible for delays outside our control. If our delivery of the goods or 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. 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 or services you have paid for but not received.

6.3 If you do not allow us access to provide goods or services. If you have asked us to provide the services to you at your property and you do not:

(a) allow us access to your property as arranged; or

(b) do not comply with any reasonable requests we make to enable us to provide the services (such as clearing the area of ornaments, garden pots or furniture)

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 or you do comply with our reasonable request, we may end the contract and clause 9 will apply.

6.4 What will happen if you do not provide required information to us. We will need certain information from you so that we can deliver the provide the goods or services to you. We will contact you to ask for this information. If you do not, within a reasonable time of us asking for it, provide us with this information, or you provide us with incomplete or incorrect information, we may either end the contract (see clause 9.1) 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 goods or 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.

6.5 Reasons we may suspend delivery of the goods or services. We may have to suspend delivery to: (a) deal with technical problems or make minor technical changes;  
(b) update the goods or services to reflect changes in relevant laws and regulatory requirements;

(c) make changes to the services as requested by you or notified by us to you (see clause 5).

6.6 Your rights if we suspend delivery of the goods or services. 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 you do not pay for them while they are suspended. You may contact us to end the contract if we suspend the services, or tell you we are going to suspend them, in each case for a period of more than 30 days and we will refund any sums you have paid in advance for services not provided to you.

6.7 We may also suspend the delivery of the goods or performance of the services if you do not pay. If you do not pay us for the goods or services when you are supposed to (see clause 11.4) and you still do not make payment within 5 days of us reminding you that payment is due, we may suspend supply of the goods or services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the goods or services. We will not suspend the goods or services where you dispute the unpaid invoice (see clause 11.6). We will not charge you for the goods or services during the period for which they are suspended. As well as suspending the goods or services we can also charge you interest on your overdue payments (see clause 11.5).

7. Your rights to end the contract

7.1 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:  
(a) if any goods or services we supply are faulty or misdescribed you may have a legal right to end the contract (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), see clause 10;

(b) if you want to end the contract because of something we have done or have told you we are going to do, see clause 7.2.;

(c) if you have just changed your mind about the product or service, see clause 7.3. 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;

(d) in all other cases (if we are not at fault and there is no right to change your mind), see clause 7.6.

7.2 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 (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

(a) we have told you about an upcoming significant change to the goods or services or these terms which you do not agree to;

(b) we have told you about an error in the price or description of the goods or services you have ordered and you do not wish to proceed;

(c) there is a risk that supply of the goods or services may be significantly delayed because of events outside our control;

(d) we have suspended supply of the goods or services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 30 days; or

(e) you have a legal right to end the contract because of something we have done wrong.

7.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013). For most goods or service bought off-premises 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.

7.4 When you don’t have the right to change your mind. You do not have a right to change your mind in respect of:

(a) services, once these have been completed, even if the cancellation period is still running; and

(b) any products which become mixed inseparably with other items after their delivery.

7.5 How long do I have to change my mind? How long you have depends on what you have ordered and how it is delivered.

(a) Have you bought services? If so, you have 14 days after the day we confirm to you that we accept your order. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.

(b) Have you bought goods? if so you have 14 days after the day you (or someone you nominate)  
receives the goods, unless:

(i) 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) receive the last delivery to change your mind about the goods.

(ii) Your goods are for regular delivery over a set period. In this case you have until 14 days after the day you (or someone you nominate) receive the first delivery of the goods.  
7.6 Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you do not have a right to change your mind (see clause 7.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for goods is completed when the product is delivered and paid for. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products 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.

8. How to end the contract with us (including if you have changed your mind)

8.1 Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:

(a) Phone or email. Call us on 01202 631 010 or email us at enquiries@wtdoe.co.uk. Please provide your name, home address, details of the order, your phone number, and email address.

(b) By post. Write to us at 4 Crescent Road, Wimborne, BH21 1BJ, including details of what you bought, when you ordered or received it and your name and address.

8.2 Returning products after ending the contract. If you end the contract for any reason after products have been received by you, you must return them to us. You must either return the goods in person or allow us to collect them from you. Please call us on 01202 631 010 or email us at enquiries@wtdoe.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.

8.3 When we will pay the costs of return. We will pay the costs of return: (a) if the products are faulty or misdescribed;  
(b) if you are ending the contract because we have told you of an upcoming significant change to the product 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; or

(c) if you are exercising your right to change your mind.

In all other circumstances you must pay the costs of return.

8.4 What we charge for collection. If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection.

8.5 How we will refund you. We will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

8.6 Deductions from refunds if you are exercising your right to change your mind. If you are exercising your right to change your mind:

(a) 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. 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.

(b) 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 product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.  
(c) Where the product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

8.7 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:

(a) If the products are goods and we have not offered to collect them, your refund will be made within  
14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For information  
about how to return a product to us, see clause 8.2.

(b) In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

8.8 Please note should you have to cancel the contract, if we have submitted a planning application on your behalf, because we have completed administrative work in doing so, a fee of £100 plus VAT would be payable, but may be waived at our discretion, depending on your reason for doing so, and providing that no other contractor is then engaged to carry out the work the we have applied for.

8.9 In the event that we carry out emergency work, our cancellation terms do not apply.

9. Our rights to end the contract

9.1 We may end the contract if you break it. We may end the contract at any time by writing to you if you do not:

(a) make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;

(b) within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services; or

(c) within a reasonable time, give us access to your property to enable us to provide the services to you.

9.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for goods 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.

9.3 We may stop providing the services. We may write to you to let you know that we are going to stop providing the goods or services. We will let you know at least 7 days in advance of our stopping the services and will refund any sums you have paid in advance for services which will not be provided.

10. If there is a problem with the services

10.1 How to tell us about problems. If you have any questions or complaints about the services, please contact us. You can contact us by telephoning us at 01202 631 010 or by writing to us at enquiries@wtdoe.co.uk.

10.2 Summary of your legal rights. See the box below for a summary of your key legal rights in relation to the services. Nothing in these terms will affect your legal rights.  
Summary of your key legal rights

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.

If your product is goods, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected life of your product your legal rights entitle you to the following:  
x up to 30 days: if your item is faulty, then you can get a refund;

x up to 6 months: if your faulty item can’t be repaired or replaced, then you’re entitled to a full refund, in most cases; and

x up to 6 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.

If your product is services, the Consumer Rights Act 2015 says:

x you can ask us to repeat or fix a service if it’s not carried out with reasonable care and skill, or get some money back if we can’t fix it;

x if you haven’t agreed a price upfront, what you’re asked to pay must be reasonable; and

x if you haven’t agreed a time upfront, it must be carried out within a reasonable time.  
11. Price and payment

11.1 Where to find the price for the goods or services. The price of the goods or services (which includes VAT) 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. We take all reasonable care to ensure that the prices of goods and services advised to you are correct. However please see clause 11.3 for what happens if we discover an error in the price of the goods or services you order.

11.2 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we provide the goods or services, we will adjust the rate of VAT that you pay, unless you have already paid for the goods or services in full before the change in the rate of VAT takes effect.

11.3 What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the goods or services we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the goods or service’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 goods or service’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 not provide the goods or perform the services.

11.4 When you must pay and how you must pay. For goods you must pay in accordance with our payment instructions at the time of order. For services you must pay when the services have been completed.

11.5 We can charge interest if you pay late. If you do not make any payment to us by the due date (see clause  
11.4) we may charge interest to you on the overdue amount at the rate of 5% a year above the base lending rate of Lloyds Bank 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.

11.6 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. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

12. Our responsibility for loss or damage suffered by you

12.1 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.

12.2 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 or services.

12.3 When we are liable for damage to your property. If we are providing goods or 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:

(a) the cost of repairing any pre-existing faults or damage to your property that we discover while providing the goods or services; or

(b) damage to trees or plants.

12.4 We are not liable for business losses. We only supply the goods or services for domestic and private use.  
If you use the goods or services 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.

13. How we may use your personal information

13.1 How we will use your personal information. We will use the personal information you provide to us to: (a) provide the goods or services;  
(b) process your payment for such goods or services; and

(c) if you agreed to this during the order process, to inform you about similar goods or services that we provide, but you may stop receiving these communications at any time by contacting us.

13.2 We will only give your personal information to third parties where the law either requires or allows us to do so.

14. Other important terms

14.1 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. If you are unhappy with the transfer you may contact us to end the contract within 14 days of us telling you about it and we will refund you any payments you have made in advance for goods or services not provided.

14.2 Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

14.3 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.

14.4 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 or 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 or services, we can still require you to make the payment at a later date.

14.5 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 or services in the  
English courts. If you live in Scotland you can bring legal proceedings in respect of the goods or services in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the goods or services in either the Northern Irish or the English courts.