

**Hope Woodwork Products
Terms and Conditions
2022**

1. Cancellations and Returns

- a. You have a legal right to cancel your order under the Consumer Contracts Regulations 2013 within 14 days of receipt of the Products. This means that during the relevant period if you change your mind or decide for whatever reason that you do not want to receive or keep the Products, you can notify us of your decision to cancel the order and receive a refund. Alternatively, you are entitled to request an exchange within the same period of time and the provisions below also apply to exchanges.
- b. However, you do not have a right to cancellation in respect of the following products which can only be returned if they are faulty or not as described: personalised and made-to-order products; including special finish requests for climbing holds.
- c. Your legal right to cancel your order starts from the date that we send you an email confirming that the products have been dispatched, ending 15 days after the day you receive the products.
- d. To cancel your order please contact us by email at info@hopewoodwork.co.uk
- e. If you are emailing us or writing to us to cancel your order, please include your name, home address, details of your order, your phone number and email address.
- f. If you cancel your order we will refund you the price you paid for the products only if the order has been dispatched. However, please note we are permitted by law to reduce your refund to reflect any reduction in value of the item, if this has been caused by you using them or handling them in a way that means the products no longer look brand new and re-sellable as new. You will be required to post at your expense the products back to us for inspection before a refund can be issued. The cost of posting the cancelled product to us will not be refunded, unless the product is faulty or incorrectly described.
- g. If you have returned the products to us under this clause because they are faulty or mis-described, we will refund the price of the products in full, and where applicable any delivery charge and the costs of postage or collection in returning them to us. We will need to carry out an inspection of the item plus collect any supporting evidence of the fault being caused by a manufacturing process.
- h. We will refund you by the method you used to pay for the products.
- i. If products have been delivered to you before you decide to cancel your order: you must return them to us without due delay and in any event not later than 14 days after receiving the products. You must take care to ensure that the products are not damaged in transit; this includes making sure that they are securely packaged. We cannot be responsible for lost or damaged returns and we suggest you insure the package for the full cost of the item being returned. Unless the products are faulty or not as described, you will be responsible for the cost of returning them to us.

- j. If you exercise your right to cancel the products prior to receiving them, we will attempt to stop the products from being delivered to you. However, if this is not possible and the products are delivered, you will be able to return them in line with your rights set out above.

2. Faulty Products

- a. We are under a legal duty to supply products that are in conformity with these Terms and Conditions. This means that the products must be as described, fit for purpose and of satisfactory quality. If you purchase a product online which is found to be faulty within 30 days of receipt then your legal rights entitle you to request a full refund of the faulty product. Should a fault occur after the initial 30 days but before the expiry of 6 months of receipt of the product, we are entitled to repair and/or replace that item. If it cannot be repaired or replaced, then you may be entitled to a refund.
- b. If the products were delivered in a damaged state, you must notify us within 5 days of receiving the damaged products. We may ask you to collect evidence of the damage of the product and packaging.
- c. If you wish to exercise your legal rights to reject products because they are faulty or mis-described you must either post them back to us or allow us to collect them from you, in case of large and heavy items. Before posting, please email info@hopewoodwork.co.uk to request a return.
- d. For faulty products, we will inspect the products and where applicable will refund you for the item and postage of the faulty products back to us.

3. Our Responsibility For Loss Or Damage Suffered By You

- a. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result 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 purchase was made, both we and you knew it might happen.
- b. We cannot accept any liability to you for any loss of profit, loss of business, business interruption, loss of business opportunity.
- c. We do not in any way exclude or limit our liability for: death or personal injury caused by our negligence; fraud or fraudulent misrepresentation; any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title, quiet possession and free from encumbrances); any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and damage caused by defective products under the Consumer Protection Act 1987.

4. Chair and other garden furniture items

- a. Chair and other garden furniture items must be maintained according to the recommended maintenance and care of your product

5. Climbing Products

- a. The British Mountaineering Council Participation Statement: The BMC recognises that climbing and mountaineering are activities with a danger of personal injury or death. Participants in these activities should be aware of and accept these risks and be responsible for their own actions.
- b. No products shall be modified in any way unless specifically stated in the description of use for that item.
- c. All products must be installed and used exactly as described, including additional recommended safety equipment.

6. Art and Craft Products

- a. Art and craft products must be maintained according to the recommended maintenance and care of your product