



Terms and Conditions

By using this website and ordering goods from it you are indicating your consent to these terms and conditions. This does not affect your statutory consumer rights. This website is owned and operated by E P Barrus Ltd (EPB) of Launton Road, Bicester, Oxfordshire, OX26 4UR (registered in England under company registration number 148476). Purchases from this website are purchases from EPB.

1. Using the Website

1.1 Nothing contained on this website should be construed as granting, by implication, estoppel or otherwise, any license or right to use any trade mark or logo displayed on this site without the written permission of EPB.

1.2 Assume that everything that you read on this website is protected by copyright unless otherwise stated. You may only use material on this website for personal, non-commercial use. You do not have permission to copy, reproduce, republish, up-load, post, transmit or distribute in any way any of the contents of this website for public or commercial purposes without the written permission of EPB.

1.3 By using this website you agree to accept the laws of England and Wales as governing the relationship between EPB and you and that the relationship is subject to the exclusive jurisdiction of the English courts.

2. Buying from the Website

2.1 To purchase from us you must be resident in the United Kingdom mainland. Orders will only be accepted from and dispatched to addresses in the United Kingdom. We cannot ship to the Highlands & Islands, Northern Ireland, Ireland or Internationally. The following offshore addresses are excluded: the Isle of Wight, the Isle of Man and the Channel Islands. Your electronic or telephone order is an offer to buy from EPB. EPB reserves the right not to accept an order at its sole discretion.

2.2 Once you have submitted an order, you will receive an automatic e-mail confirming the details of your order (name, address, product ordered, price). Such e-mail is confirmation that the order has been received by EPB and does not constitute acceptance of your order. EPB reserves the right at any time after receipt of your order to accept or decline your order for any reason, regardless of whether your order has been confirmed or your credit card has been charged. If your order is declined or cancelled by EPB after your credit card has been charged for the purchase, EPB will promptly issue a credit to your credit card.

2.3 Payment for the goods which you order must be made by one of the following credit or debit cards: Mastercard, Visa, Visa Purchasing, Solo or Switch. If your payment is rejected by the card issuer your order will not be dispatched. Payment is made at your own risk.

2.4 The prices and availability of the goods displayed on this website are subject to change without notice. The title to goods will only pass following payment in full.

2.5 Whilst we try to display goods on our Site that are held in stock, if the ordered goods are not available we will advise you of this as soon as reasonably possible. You will be given the option of ordering an alternative product or receiving a full refund.



2.6 By submitting your order you are offering to buy the goods and allowing us to use your personal details for the purposes of supplying goods (including passing your details on to our nominated couriers and other subcontractors).

2.7 We are not obliged to supply the goods to you until we have confirmed that we have accepted your order and received payment in full.

2.8 Standard Delivery is free on all products over £25.00. For orders under £25.00 there is a delivery charge of £2.50 on this Site. Please refer to our Delivery Information for further details.

2.9 All drawings, specifications, sizes, photographs, descriptive matter and advertising published by us or contained on our Site or in our brochures or catalogues are issued only for giving an approximate idea of the goods described in them and colours shown are intended as a guide only. They do not form part of the Terms.

3. Pricing

3.1 All prices are in British Pounds and include Value Added Tax. We reserve the right to adjust the VAT element if this changes from 20%.

3.2 Our charges for delivery, where applicable are detailed on the order page and will be included in the total price of the Goods.

4. Delivery

4.1 Delivery dates of the goods are intended to be an estimate only. EPB Ltd will endeavour to deliver the goods within the estimated timescales, however, delays are occasionally inevitable due to unforeseen circumstances. Orders will be delivered by our nominated courier. We aim to have the goods delivered to you on average within 5 working days.

4.2 Upon receipt of goods, please follow carefully the instructions, where applicable, for assembly and use and advice on how to care for the goods.

4.3 We will deliver the goods to the address you specify for delivery in your order. It is important that this address is accurate. Please be precise about where you would like the Goods left if you are out when. We cannot accept any liability for any loss or damage to the Goods once they have been delivered in accordance with your delivery instructions.

5. Damaged or Defective Goods

5.1 All products carry a 10 year guarantee against defective material or assembly of material under normal usage. The power tools vary in length of guarantee and details can be viewed in the product information. The guarantee applies to the original purchaser and covers faulty parts and the labour involved in replacing and repairing those parts which are of original manufacture. Please refer to our full terms in the Guarantee section of the Site.

6. Limitation of Liability

6.1 We do not limit our liability to you for death or personal injury caused by our negligence.

6.2 All reasonable efforts have been made to try to ensure that the information contained on the site is correct and up to date. However, we cannot guarantee this is the case and we shall not be liable for inaccuracies or for your reliance on incorrect or out of date information.



Whilst we will try to take all reasonable steps to protect your personal details, we cannot guarantee the security of any data you disclose on-line and will not be responsible for any breach of security unless this is due to our negligence. We do not have any liability to you arising out of your use or inability to use the Site. We will not be liable to you for any unforeseeable losses.

6.3 We will be excused performance of any of our obligations if caused by circumstances beyond our reasonable control or beyond the reasonable control of our suppliers, including without limit industrial disputes, war, flood and changes in legislation.

6.4 Save as set out in clause 6.1, our liability to you for:

6.4.1 Damage to physical property caused by our negligence or by the goods shall not exceed £5,000 per event or series of connected events;

6.4.2 Subject to clauses 6.1 and 6.4.1, the aggregate of all claims arising in connection with the goods (whether due to breach of contract, or negligence, or otherwise) shall not exceed the price paid by you in respect of the goods that are the subject matter of the claim in question.

6.5 Except as set out in paragraph 5.1 above or as otherwise set out in this agreement, we disclaim all terms, conditions, representations and warranties (whether express or implied) to the extent permissible by law.

7. Other information of which you need to be aware

7.1 Any personal details you provide to us are kept and processed in accordance with our Privacy Statement.

7.2 This Site may contain links to other web sites not under our control. We accept no responsibility or liability for the content or availability of those sites.

7.3 We may not necessarily keep a copy of these Terms and your order. We advise you to print a copy of them for your information in the future.

7.4 If any section of the Terms are held by a Court or other competent authority to be unenforceable then that section shall be considered deleted and not apply but the rest of the Terms will.

7.5 This agreement between us is personal to us and no other person who is not party to these Terms shall be entitled to enforce any term of this Agreement under the Contracts (Rights of Third Parties) Act 1999 (or any analogous laws).

7.6 The Terms are the entire terms and conditions between us in relation to your use of this Site and any purchase made over the Site and no other terms, conditions or representations made by us and any of our employees or agents shall apply.

7.7 The Terms shall be governed by English law and the courts of England and Wales shall have non-exclusive jurisdiction over any dispute. All dealings, correspondence and contact between us shall be made or conducted in the English language.

8. Risk and Ownership

8.1 Returned parcels remain the responsibility of the customer until safely received by us. The company does not pay return carriage unless an item is faulty. If you would like us to



arrange collection of goods for return, please contact Customer Services. Return carriage costs will be deducted from any refund due. Your statutory rights remain unaffected.

8.2 Risk of damage to or loss of the Goods passes to you at the time of delivery to you or, if you fail to take delivery at the agreed time, the time we tried to deliver.

8.3 You will only own the Goods once they have been successfully delivered and when we have received cleared payment in full. Goods supplied are not for resale.

9. Security

9.1 E. P. Barrus Ltd work in partnership with Globalsign to ensure all information you give us during the order process is encrypted before transmission via the World Wide Web, using the latest internet encryption with 128 bit SSL software. If any other internet user should intercept the communication they will only be able to see it in the encrypted form. Visit www.globalsign.co.uk for more information.

10. Privacy

10.1 We will use the information you provide solely for the purposes of processing your order or enquiry. Details required as part of the payment process for security and validation checks will be passed to Barclaycard Merchant Services.

10.2 Your name, address and telephone number will be passed to our nominated courier to allow them to deliver your order.

11. Returns & Refunds

We want you to be pleased with your purchase. However should you wish to return an item purchased from us, we will be happy to refund or exchange a product provided the item complies with our terms below (these terms fully comply with the Distance Selling Regulation, which gives consumers buying by mail order the right to examine and test items as they would in a shop).

You have the right to cancel your order within 7 working days from delivery. You must notify us in writing (including fax or e-mail) within seven days (starting on the day after the goods are delivered to you) to arrange their return. A returns notification number will be issued which you must include when returning the goods.

You must organise the return of the unwanted items at your expense and risk. Where possible please use a recorded delivery service where a signature must be obtained to avoid delay and loss of your parcel. Returns cannot be accepted without the prior authorisation and an issued returns notification number. The returns authorisation is valid for up to 14 days only. Unwanted items sent back without prior returns authorisation will be returned back to you.

The goods must be returned to us unused, and wherever possible, in the original packaging. We recommend that you retain all of the original packaging until you are sure that you intend to keep the goods. If the original packaging is not available, you should use packaging that would provide similar protection as returned items must be received 'as new' and in re-



saleable condition. Please note: Original delivery costs will be refunded only if the item is faulty, damaged in the initial delivery or if it differs in any way from the advertised goods. Returned parcels remain the responsibility of the customer until safely received by us. The Company does not pay 'return' carriage unless an item is faulty, or it differs in any way from the advertised goods.

The address to which goods should be returned is:

F.A.O. The Returns Department

WOLF-Garten

E P Barrus Ltd

Launton Road

Bicester

OX26 4UR

Telephone No: 0845 270 7603

Fax No: 0871 429 1498

E-mail address: wolf-garten@barrus.co.uk

It is our aim to process returns and refunds as quickly as possible. Therefore to ensure this please remember to quote your Returns Notification Numbers in/on your parcel.

Faulty Goods

All WOLF-Garten products carry a guarantee, it varies depending on product so please see product information to verify length of guarantee. In the unlikely event that your product needs the guarantee service, please contact us at either wolf-garten@barrus.co.uk or telephone 0845 270 7603. Please refer to the Guarantee section of the Site for full details.

Please note: Original delivery costs will be refunded only if the item is faulty, damaged in delivery or if it differs in any way from the advertised goods. Returned parcels remain the responsibility of the customer until safely received by us. The Company does not pay 'return' carriage unless an item is faulty, or it differs in any way from the advertised goods.

Complaints

E.P. Barrus Ltd has achieved the highest quality standard in the commercial world, ISO 9001:2008, however on the rare occasion that we do receive a complaint about one of our products or service, you can be assured that we will thoroughly investigate the problem and make every attempt to resolve the issue to your satisfaction. Ideally complaints should be made in writing and sent to the address above. Please allow at least 5 working days for a response.

Wolfgarten-tools.co.uk is owned and operated by E. P. Barrus Ltd., Launton Road, Bicester, Oxfordshire, OX26 4UR.