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The term "Burleydam Garden Centre" or "us" or "we" refers to the owner of the website whose registered office is:

E H WILLIAMS GARDEN CENTRES AND NURSERIES LIMITED
BURLEYDAM GARDEN CENTRE
CHESTER ROAD, LITTLE SUTTON
CHESHIRE CH66 1QW

Our company registration number is 00924447. The term "you" refers to the user or viewer of our website.

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You may not create a link to this website from another website or document without Burleydam Garden Centre's prior written consent.

Your use of this website and any dispute arising out of such use of the website is subject to the laws of England and Wales.

Content

While we have taken every care to ensure that product information and pricing is correct at time of publishing, we will only accept orders if there are no material errors in the product descriptions or pricing on our website.

- Please be aware of the following:
- All prices include VAT
- All prices exclude delivery unless stated
- Packaging may vary from that displayed
- All weights and dimensions are approximate
- We cannot guarantee that colours of products or packaging will be exactly as displayed on your personal computer, handheld, tablet or other device
- To the fullest extent permitted by applicable law, we expressly disclaim all warranties, terms and conditions in connection with our website or its content
- We shall not be liable to any person or organisation for any loss or damage arising from the use of any information contained within this website

Damage to your computer

It is your responsibility to ensure that your system and its software is protected from viruses and malicious code and, while we take every care to ensure that our website is free from viruses or defects, we shall not be held responsible or be liable for any loss or damaged as a result of using this website.

Product availability

All products sold on this website are subject to availability. We will inform you via email if the product(s) you order are not available and will try to offer an alternative solution if this is the case.

Orders

If, after ordering, you discover that you have made an error, please contact us immediately on 0151 339 3195 (during normal business hours).

Product dimensions

Before you order, especially in the case of large items of furniture, please take note of the dimensions where available. If you are uncertain for any reason over the size or weight of any of our products, please contact us on

0151 339 3195.

Delivery

All products are delivered by our chosen courier and are subject to the following delivery costs unless otherwise specified:

There is a delivery charge of £5 for all orders (excluding orders consisting solely of gift vouchers) of up to £100

We charge £5 delivery on an order up to £100 and FREE delivery on orders over £100 for MAINLAND UK, EXCLUDING parts of Scotland, Ireland, Isle of Man & The Channel Islands. We can deliver to the following postcodes, but there will be a surcharge.

AB31-38, AB39-AB56, IV1-IV28, IV30-IV32, IV36, IV40-49, IV51- IV56, IV63, KA2-28, KW1-KW17, PA20-PA49, PA60-78 , PH4-44, PH49-50, BT, IM, HS, ZE

- Unfortunately we are unable to deliver to Northern Ireland or Isle of Man at time of writing
- Delivery charge refunds can only be made in accordance with your legal rights under the Distance Selling Regulations and other relevant legislation

All items will be delivered within seven working days of your order being placed except for Kelkay items, which may take slightly longer, depending on availability.

Occasional deliveries may be delayed. If this is the case, we will contact you as soon as possible to arrange another delivery date.

Order acknowledgement and acceptance and Purchase of products

Creation of contract

- Your order will be placed by selecting the item(s) you require and following the instructions on our website
- You may change your order at any time up until you click the 'Confirm Payment' button
- After your order is placed and your payment taken, an email confirming your order will be sent to the email address you have specified
- If there are any problems with your order due to lack of availability or otherwise, we will contact you immediately within normal business hours
- We reserve the right to decline any order in full or in part, should this occur we will contact you informing you of our decision
- It is highly recommended that you retain all correspondence relating to your order
- Details of your order are held on file by us and are available to view upon request at any time
- In order to enter into a contract with us you must supply your correct details at time of purchase, including your name, email address, telephone number, card and delivery address and payment details. You must also be over 18 years of age.

Payment

- All payments are processed by our payment provider Sagepay
- For your security we do not store or handle your payment details
- We do not operate a cash on delivery system
- If your payment is declined for any reason we recommend that you contact your card provider in the first instance
- All prices and other costs on this website are in Pounds Sterling and include VAT at the prevailing rate and exclude delivery unless otherwise stated
- Delivery charges are calculated at checkout based on the weight, and in some cases the location, of your order unless otherwise stated
- If we discover an error in the price of goods in your order after it is placed, we will inform you as soon as possible and give you the option of purchasing the goods at the correct price or cancelling the order. If we are not able to contact you, we will automatically cancel the order and give you a full refund
- All orders must be fully processed and payment taken before goods can be despatched

Refunds & cancellations

Under the Distance Selling Regulations you are entitled to a fourteen day cooling off period upon receipt of your goods. During this fourteen day period, you are entitled to cancel your order and receive a full refund. In this instance you must:

- Contact us within seven days by phone on 0151 339 3195 AND
- Confirm your decision in writing either by letter, fax or email
- We will arrange for the items to be returned and refund you within 30 days
- If goods are in good working order and undamaged we reserve the right to charge you the return delivery cost of those goods
- If however the goods are faulty, damaged or not in good working order upon delivery we will cover the cost of return and, if necessary, replacement
- If goods are delivered to a third party you will only be able to exercise this right if you are able to return the goods you originally ordered
- If, after ordering items from our website, you wish to cancel your order, you may do so at any time up until the time of delivery. However if this is the case, please contact us as soon as possible on 0151 339 3195. Once we have acknowledged your cancellation you will receive a full refund using the same payment method you originally used

We reserve the right to cancel and not accept any orders if any of the following apply:

- We do not deliver to your area
- We do not have sufficient stock
- Any of the ordered products you order have been incorrectly priced or described on our website
- Your payment is not authorised

Credit card security

All payments are taken by our payment provider Sagepay and are protected by a secure connection which ensures that your credit or debit card information is encrypted prior to transmission

We do not store or handle your credit or debit card details

Faulty or damaged goods

If, on receipt of delivery, you find that any of the goods are faulty or damaged in any way please contact us immediately on 0151 339 3195. If damaged is discovered after delivery, you must contact us within 3 days

If goods are damaged or defective and we are unable to repair them to a satisfactory standard, we will send replacements upon confirmation of the damaged items return

If goods are found to be defective in any way and a replacement is not available, we will refund you the full amount of your purchase including delivery costs. We will also refund delivery charges you may have reasonable incurred if you have undertaken to return the item(s) yourself, using the same for of payment used for the original purchase

Liability exclusions

No part of these terms and conditions shall attempt to exclude liability that is not permissible under applicable law, including without limitation, for death or personal injury, or for fraudulent misrepresentation

Changes to our terms

We may from time to time update or change these terms and conditions without notice, you are encouraged to check back for alterations regularly

Aftercare

All products sold on our website are manufactured to the highest standards. If, for any reason, you are unhappy with your product please contact us on 0151 339 3195

Acts of God and other unforeseen circumstances

We make every effort to ensure trouble free purchases from our website. However at times circumstances beyond our control may affect your purchase or cancellation

Complaints

If you have a complaint, please contact us in writing at the address above or call us on 0151 339 3195. Your statutory rights will not be affected

We will investigate and respond to any complaints about our products or services.

If you've taken out finance to fund your purchase and your complaint is about your finance, such as your monthly repayments, interest or charges, you should contact your lender directly to complain to them.

If Black Horse FlexPay or Newpay are responsible for the product or service that you have complained about, then we will forward your complaint to them to investigate and respond. In accordance with FCA rules on complaint forwarding, we will write to you to confirm who will be dealing with your complaint and how you can contact them.

If your complaint is about how we introduced you to finance, we will refer your complaint to MBNA Limited trading as Black Horse Flexpay. Our company has been appointed by MBNA as their Introducer Appointed Representative and they will be responsible for resolving your complaint.

Pricing

We will always comply with the Code of Practice for Traders on Price Indications and therefore where price reductions on items on this website are compared with previous prices the item in question will have been offered at that previous price for at least 28 consecutive days prior to the reduction

Other questions

For any other questions or enquiries, please call 0151 339 3195 or send an email to info@burleydamgardencentre.co.uk



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www.burleydamgardencentre.co.uk