



Windy Smithy, Bishops Plot, Blackborough, Cullompton, Devon, EX15 2HY
Tel: +44 (0)7866 241783 Email: windysmithy@googlemail.com

Terms & Conditions

When you place an order, you agree to our Terms and Conditions, as follows:

The term 'Windy Smithy' or 'us' or 'our' or 'we' refers to Sole Trader, Jon Snow, whose registered office is Bishops Plot, Blackborough, Cullompton, EX15 2HY. The term 'you' refers to the user or viewer of our website, or any purchaser of our goods and services.

Quotations

Quotations are submitted on the understanding that goods supplied will be invoiced at prices ruling at the date of despatch unless otherwise agreed in writing.

Breakages & Returns

We pack everything very well & ship promptly – its much easier that way. We use re-cycled packaging wherever possible. In the unlikely event that something arrives to you and it's not in perfect condition we will refund your money or replace your goods without question, but with the following conditions:

- * You inspect your order when you receive it
- * You sign for your order where applicable. Do not sign for your order until you have made sure that you are signing for the number of packages present, and that all goods therein are undamaged. Otherwise sign for the delivery as '**damaged**' or '**incomplete**'. If anything is damaged please let us know as soon as possible.
- * You let us know **within 24 hours** of any damage or something you are unhappy with. (e-mail: windysmithy@googlemail.com or phone: 07866 241783)
- * You may be asked for a digital photograph of any damage.
- * The decision whether to refund or replace is ultimately ours.
- * If you want to send something back to us because you don't like it, then unfortunately you have to pay the carriage both ways. (we are of course happy to answer as many questions as you need before you purchase)

Faulty or incorrect goods

If you find that an item is faulty in manufacture, please let us know as soon as possible and we will send you replacement(s) free of charge. You have up to 30 days from receipt of the goods to let us know that they are faulty. Where it is clear that the parts were faulty when you received them we will send replacements or repair the item free of charge as soon as possible. This is in addition to the manufacturer's guarantee/warranty. Damage in transit is not the same as faulty goods.

Please contact us first if you receive faulty goods - we will not pay for replacement parts or for repair services arranged without our consent.

If incorrect parts have been sent, please let us know as soon as possible and we will send replacement parts free of charge as soon as we can. We will usually arrange collection of the incorrect parts at the same time. Sometimes we may ask if you would be willing to send the incorrect parts back to us in which case we would of course refund the cost of sending those parts back to us to you as well.

Items out of stock

If something is out of stock, we will let you know as soon as we can. We will usually let you know before you place your order. Often we can arrange to have the missing item sent out as soon as it comes into stock, or you may wish to have the whole order sent a little later but complete. Sometimes we will arrange for substitute items to be sent out if that's ok with you. If you would like to cancel your order because something is out of stock then you can do so.



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Terms & Conditions (continued)

Goods lost in transit

If goods are lost in transit then please let us know as soon as possible. We will then chase up the delivery and if it cannot be found we will send out replacements free of charge. If the goods have been lost in transit, then you can of course cancel the order if you so wish.

Refunds

We will refund you for cancelled orders within 30 days of the order being cancelled. We will refund by cheque sent by first class post.

To cancel an order

You can return any goods to us within 7 days of receiving the goods. The only exceptions to this rule is custom made products, specified by yourself. If you cancel the order then it is up to you to return the goods to us - we can of course make some suggestions as to carriers that you might choose to use. While you have the goods and while they are in transit, it is your responsibility to take reasonable care of them. If they arrive back to us damaged then this will have to be taken into account. For this reason we recommend that you make sure that the goods are sufficiently insured for their return journey to us.

To cancel an order, simply contact us.

Delivery

You will need to give us a daytime delivery address, with access for a couriers truck or van, and in most cases the delivery will need to be signed for. We will need a daytime contact number for the driver, in case of any difficulty. The delivery driver will (as far as possible) deliver to your door. The delivery driver will not help you inside with the goods. If a driver is particularly helpful and you persuade them to help you take goods inside then you do so at your own risk. For example if your floor is damaged then this is your responsibility, rather than ours or the driver's. If you do not agree to this, please do not ask the driver for help with taking goods inside.

Redeliveries

If a parcel has to be redelivered because there is nobody to accept the delivery on the arranged date, then a redelivery charge may be due. We will contact you if this is the case.

Late Deliveries

Delays whilst in transit are possible and are **out of our control**. Please let us know if your order has not arrived and we will chase it up for you. For this reason, we recommend that you ensure that you have all the goods first before booking in installers or builders.

We are not liable for any costs incurred by you, or any loss of earnings. For example, if a delivery is late and you have to rebook an installer, then we are not liable for any extra charges that installer may charge you. Nor are we liable for any loss of earnings as a result of you taking time off work to accept a delivery, even if it is late.



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Terms & Conditions (continued)

Liability

- (i) Our liability whether in respect of one claim or in the aggregate arising out of any contract shall not exceed the purchase price payable under the contract.
- (ii) Except as specifically provided in these Conditions, no liability is accepted for any direct or indirect costs, damages or expenses relating to damage to property or injury or loss to any person, firm or company or for any loss of profits or production arising out of or occasioned by any defect in or failure of goods or materials or parts thereof supplied by us.
- (iii) We will not be held responsible for unusual wind conditions or turbulence or climatic conditions or geographical conditions which may affect the operation of any chimney and/or appliance. It is for the Buyer to satisfy himself of the suitability of any product intended to be used in any particular location.

Website Terms & Conditions

Welcome to our website. If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern The Windy Smithy's relationship with you in relation to this website.

The term 'Windy Smithy' or 'us' or 'we' refers to the owner of the website, Jon Snow, whose registered office is Bishops Plot, Blackborough, Cullompton, EX15 2HY. The term 'you' refers to the user or viewer of our website.

The use of this website is subject to the following terms of use:

- The content of the pages of this website is for your general information and use only. It is subject to change without notice.
- Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
- This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
- All trademarks reproduced in this website, which are not the property of, or licensed to the operator, are acknowledged on the website.
- Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.
- From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).
- You may not create a link to this website from another website or document without The Windy Smithy'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, Scotland and Wales.



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Terms & Conditions (continued)

Website disclaimer

The information contained in this website is for general information purposes only. The information is provided by The Windy Smithy and while we endeavour to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information, products, services, or related graphics contained on the website for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this website.

Through this website you are able to link to other websites which are not under the control of The Windy Smithy We have no control over the nature, content and availability of those sites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them.

Every effort is made to keep the website up and running smoothly. However, The Windy Smithy takes no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues beyond our control.

Privacy policy

This privacy policy sets out how we use and protects any information that you give us when you use this website.

We are committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when using this website, then you can be assured that it will only be used in accordance with this privacy statement.

We may change this policy from time to time by updating this page. You should check this page from time to time to ensure that you are happy with any changes. This policy is effective from 17/1/10

What we collect

We may collect the following information:

- name and job title
- contact information including email address
- demographic information such as postcode, preferences and interests
- other information relevant to customer surveys and/or offers

What we do with the information we gather

We require this information to understand your needs and provide you with a better service, and in particular for the following reasons:

- Internal record keeping.
- We may use the information to improve our products and services.
- We may periodically send promotional email about new products, special offers or other information which we think you may find interesting using the email address which you have provided.
- From time to time, we may also use your information to contact you for market research purposes. We may contact you by email, phone, fax or mail. We may use the information to customise the website according to your interests.



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Terms & Conditions (continued)

Security

We are committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online.

Links to other websites

Our website may contain links to other websites of interest. However, once you have used these links to leave our site, you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites and such sites are not governed by this privacy statement. You should exercise caution and look at the privacy statement applicable to the website in question.

Controlling your personal information

We will not sell, distribute or lease your personal information to third parties unless we have your permission or are required by law to do so. We may use your personal information to send you promotional information about third parties which we think you may find interesting if you tell us that you wish this to happen.

You may request details of personal information which we hold about you under the Data Protection Act 1998. A small fee will be payable. If you would like a copy of the information held on you please write to us.

If you believe that any information we are holding on you is incorrect or incomplete, please write to or email us as soon as possible, at the above address. We will promptly correct any information found to be incorrect.

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