ONLINE TERMS AND CONDITIONS OF THE WOLSELEY REGISTER

These terms and conditions form the basis on which you can use our website. Please read them carefully as they contain important information.

General terms and conditions

This site is owned and operated by the Wolseley Register of Chantry House, Castle View Road, Easthorpe, NG13 0DX.

If you have any queries about these terms and conditions or if you have any comments or complaints on or about our website, you can contact our Secretary at **secretary@wolseleyregister.co.uk** or tel. 01949 844870.

For queries about items in our online store, orders and deliveries, please contact our Store Manager at **regalia@thewolseleyregister.com** or at 363 Old Birmingham Road, Lickey, Rednal, Birmingham, B45 8EU England.

1. The contract between us

We must receive payment of the whole of the price for the goods that you order before your order can be accepted. Your payment of the price for the goods represents an offer on your part to purchase the goods, which will be accepted by us when we send to you an email that the goods have been sent to you. Our acceptance of your order brings into existence a legally binding contract between us.

2. Ownership of rights

All rights, including copyright, in this website are owned by or licensed to the Wolseley Register for use on the website. Any use of this website or its contents, including copying or storing it or them in whole or part, other than for your own personal, non commercial use, is prohibited without our written permission. You may not modify, distribute or repost anything on this website for any purpose without our written permission. Please note that the appearance of any person in photographs on this website does not necessarily mean that they are a member of the Wolseley Register, nor do any cars featured necessarily belong to members of the Wolseley Register.

3. Accuracy of content

We have taken care in the preparation of the content of this website, in particular to ensure that prices quoted are correct at the time of publishing and that all goods have been fairly described. However, orders will only be accepted if there are no material errors in the description of the goods or their prices as advertised on this website. Any weights, dimensions and capacities given about the goods are approximate only.

4. Damage to your computer

We try to ensure that this website is free from viruses or defects. However, we cannot guarantee that your use of this website or any websites accessible through it will not cause damage to your computer. It is your responsibility to ensure that you have an appropriate level of security and anti-virus protection on your computer. Except in the

case of negligence on our part, we will not be liable to any person for any loss or damage which may arise to computer equipment as a result of using this website.

5. Availability

All orders are subject to acceptance and availability. If the Goods you have ordered are not available from stock, we will contact you by e-mail or phone (if you have given us details). You will have the option either to wait until the item is available from stock or to cancel your order.

6. Ordering errors

You are able to correct errors on your order up to the point on which you click on "submit" during the ordering process.

7. Price

The prices payable for goods that you order are as set out in our website. All prices are inclusive of VAT at the current rates and are correct at the time of entering information. The Wolseley Register is not VAT registered.

Wherever it is not possible to accept your order to buy goods of the specification and description at the price indicated, we will advise you by email, offer to sell you the goods of the specification and description at the price stated in the email and will state the period for which the offer or the price remains valid.

8. Payment terms

We will charge your credit account for payment upon receipt of your order and advise if delivery cannot be fulfilled within 30 days. We accept no liability if a delivery is delayed because you did not give us the correct payment or delivery details. We also reserve the right to withhold shipment if we consider that the delivery address you have given us is incomplete or inaccurate. We will try to contact you to confirm the address but if we consider there is a risk the goods will be undeliverable due to inadequate address information, we will not ship them. If it is not possible to obtain full payment for the goods from your account then we can cancel the contract and or suspend any further deliveries to you. This does not affect any other rights we may have.

9. Delivery charges

Delivery charges vary according to the type of goods ordered and the destination to which they are being delivered.

10. Delivery

10.1 Our UK delivery charges are set out in the online store in our website. Overseas delivery charges will be calculated per order dependant on destination and we will advise these charges when overseas customers contact us before placing an order.

10.2 You will be required to pay extra for delivery and it might not be possible for us to deliver to some locations.

10.3 We will deliver the goods to the address you specify for delivery in your order. It is important that this address is accurate. We cannot accept any liability for any loss or damage to the goods once they have been delivered in accordance with your delivery instructions (unless this is caused by our negligence). We will aim to deliver the goods by the date quoted for delivery but delivery times are not guaranteed. If delivery is delayed due to any cause beyond our reasonable control, the delivery date will be extended by a reasonable period and our carriers will contact you to arrange an alternative time.

10.4 You will become the owner of the goods you have ordered when they have been delivered to you. Once goods have been delivered to you they will be held at your own risk and we will not be liable for their loss or destruction.

11. Risk and ownership

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 when we tried to deliver. 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.

12. Acknowledgement and acceptance of your order

You will need to provide us with your e-mail address and we will notify you by e-mail as soon as possible to confirm receipt of your order and may e-mail you again to confirm details. An acceptance of your order will take place on despatch of the good(s) ordered.

13. Cancellation rights

13.1 Under the Distance Selling Regulations you have the legal right to cancel your order within seven days of receipt of your goods. You do not need to give us any reason for cancelling your contract nor will you have to pay any penalty. However, you will need to notify us in writing if you wish to cancel your contract.

13.3 If you have received the goods before you cancel your contract then you must send the goods back to our return address specified on our order acknowledgement at your own cost and risk. If you cancel your contract but we have already processed the goods for delivery you must not unpack the goods when they are received by you and you must send the goods back to us at your own cost and risk as soon as possible.

13.4 Once you have notified us that you are cancelling your contract and have returned the goods to us and we have received the returned goods in the condition in which they were received by you, any sum debited to us from your credit card will be re-credited to your account as soon as possible and in any event within 30 days of your order.

13.5 Where goods are returned to us under a claim that they were damaged or unsatisfactory on receipt we will decide the action to be taken once the goods have been received back by us. If your claim is accepted by us you will be re-credited for the costs incurred in returning the faulty or unsatisfactory goods.

13.6 Where you have purchased a subscription from us you may cancel your membership part way through the term but we do not normally refund a part term subscription. If a subscription is renewed when you did not want it to be, we will refund you in full provided that we are notified within 30 days of the payment being received.

14. Cancellation by us

14.1 We reserve the right to cancel the contract between us if:

14.1.1 we have insufficient stock to deliver the goods you have ordered;

14.1.2 one or more of the goods you ordered was listed at an incorrect price due to a typographical error or an error in the pricing information received by us from our suppliers.

14.2 If we do cancel your contract we will notify you by e-mail and will re-credit to your account any sum deducted by us from your credit card as soon as possible but in any event within 30 days of your order.

14.3 We reserve the right to refuse an application for membership. In the event of this occurring we will refund the subscription in full.

14.4 We reserve the right to terminate a member's membership at any time at the discretion of our Committee under the terms of our Constitution. In the event of this occurring any refund of the balance of a subscription will be at the discretion of the Committee.

15. Liability

15.1 We will only accept responsibility for any damaged, faulty or missing goods IF we are NOTIFIED WITHIN SEVEN DAYS OF THE RECEIPT OF THE GOODS (Unless there is a good reason for the delay in notification in which event the notification period may be extended to a MAXIMUM of TWENTY ONE days. This notification may be by phone or email BUT MUST be confirmed in writing at our contact address or an alternative address advised by us.

15.2 If you do not receive goods ordered by you within 30 days of the date on which you ordered them, we will have no liability to you unless you notify us in writing at our contact address of the problem within 60 days of the date on which you ordered the goods (unless this is not reasonably practicable). If you notify a problem to us under this condition, our only obligation will be, at your option:

15.1.1 to make good any shortage or non-delivery;
15.1.2 to replace or repair any goods that are damaged or defective; or
15.1.3 to refund to you the amount paid by you for the goods in question in whatever way we choose.

15.3 Both parties shall only be liable under this contract for losses which are a reasonably foreseeable consequence of the relevant breach of contract.

15.4 If you are not located in the United Kingdom you must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase goods from our site. The importation or exportation of certain of our goods to you may be prohibited by certain national laws. We make no representation and accept no liability in respect of the export or import of the goods you purchase.

15.5 Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.

16. Notices

Unless otherwise expressly stated in these terms and conditions, all notices from you to us must be in writing and sent to our contact address which is specified on page 1 of this document, and all notices from us to you will be displayed on our website from time to time.

17. Changes to legal notices

We reserve the right to change these terms and conditions from time to time and you are advised to check them whenever you place an order with us.

18. Law, jurisdiction and language

This website, any content contained therein and any contract brought into being as a result of usage of this website are governed by and construed in accordance with English law. Parties to any such contract agree to submit to the exclusive jurisdiction of the courts of England and Wales. All contracts are concluded in English.

19. Invalidity

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

20. Privacy

You acknowledge and agree to be bound by the terms of our Privacy Policy Statement below.

21. Third party rights

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

Publication date of these Terms and Conditions: 04 November 2012
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