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**BROWNS TREE SOLUTIONS LTD, T: 0800 8620863 E: [INFO@BROWNSTREESOLUTIONS.CO.UK](mailto:INFO@BROWNSTREESOLUTIONS.CO.UK)  
[WWW.BROWNSTREESOLUTIONS.CO.UK](http://WWW.BROWNSTREESOLUTIONS.CO.UK)**

**BROWNS TREE SOLUTIONS– Terms and conditions for firewood**

Welcome and thank you for ordering firewood from Browns Tree solutions. All services are provided by Browns Tree solutions, a company operating under the laws of England and Wales (Company number 12060974) (VAT number 327 8965 52) Registered office address Unit 3 Blundells Road Bradville

Please read these Terms and conditions carefully and ensure that you understand it. You will be deemed to have accepted our Terms and conditions when you first use our site and place an order with us. If you do not accept and agree with these terms and conditions, you must stop using our site immediately.

**1. Conditions Applicable**

1.1 By placing an order with Browns Tree solutions, the buyer agrees to be bound by these terms. If you do not accept these terms, you may not use this site or access or display any of the information made available to you at this site.

1.2 Browns Tree solutions shall sell and the buyer shall purchase the products in accordance with any written, electronic or verbal order of the buyer which is accepted by Browns Tree solutions, subject in any case to these conditions.

1.3 Any variation of these conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by Browns Tree solutions, acting by its Managing Director or some other person authorised in writing.

1.4 Any typographical or clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by Browns Tree solutions shall be subject to correction without any liability on their part.

1.5 If any provision of these conditions is adjudged invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of those provisions in question shall not be affected. Your statutory rights are not affected.

**2. Images**

2.1 All sizes and measurements are approximate, but we do try to make sure that they are as accurate as possible. On the rare occasion that there is an error, we will advise you about it as soon as possible.

2.2 Pictures are for illustrative purpose only and may not exactly match the product itself.

2.3 Colours may vary slightly to those illustrated.

2.4 Sometimes our product specifications may change, in which case we will do our best to offer you a substitute of the same or better quality at the same price.

### **3. Price**

3.1 Prices are correct at time of publication.

3.2 All prices include VAT.

3.3 Browns Tree solutions reserves the right to change any advertised prices at any time.

3.4 Errors and omissions are exempted.

3.5 All prices are in Great Britain Pounds Sterling.

3.6 Delivery charges will apply to all orders beyond 20 miles of our base. Always check with us to confirm correct charges apply.

### **4. Offer and Acceptance**

4.1 By making a purchase on this web site you are making an offer to enter into a contract to purchase the goods which you have ordered. A binding contract is only formed upon our acceptance of your order.

4.2 Other than where the Buyer acts as a Consumer Browns Tree solutions shall be deemed to have accepted the Products 7 working days of delivery to the Buyer.

4.3 After acceptance the Buyer shall not be entitled to reject Products which are not in accordance with the contract.

4.4 Where the Buyer accepted any Products then Browns Tree solutions shall have no liability whatever to the Buyer in respect of those Products.

4.5 To order goods you must be least 18 years of age.

### **5. Supply of Goods**

5.1 The Buyer is solely responsible for ensuring that the Products are suitable and fit for the purpose.

5.2 Browns Tree solutions reserves the right to refuse the supply of goods at its discretion.

### **6. Payment**

6.1 All orders must be paid for in full at the time they are placed when they are ordering online.

6.2 Brownstreesolutions.co.uk accept on-line payment with all major credit and debit cards, including Visa, MasterCard, Delta, Switch, Maestro. No charge is made to a consumer for debit or credit card payments.

6.3 If you wish to pay by personal cheque please make payable to Browns Tree solutions ltd. Please write your home address on the reverse of the cheque. The order will be processed after the cheque has cleared. You can also contact the office on 0800 8620863 and purchase your firewood over the phone and pay by card.

### **7. Availability**

7.1 All goods are offered subject to availability. Where goods are found to be unavailable or discontinued, Browns Tree solutions will offer a similar substitute if available, subject to your agreement.

7.2 Browns Tree solutions may make any changes in the specification of the Products which do not materially affect their quality or performance required to conform with any applicable statutory requirements where the Products are supplied to Browns Tree solutions specification.

7.3 If a suitable substitute is not available, the transaction for that item will be void and any payment will be returned.

7.4 In the event of any product being unavailable, Browns Tree solutions shall be relieved of any liability in connection with all such contracts or orders. In no case shall the company be bound to obtain or deliver Products from any other sources than those contemplated in the order.

7.5 Browns Tree solutions will not be held responsible for any costs incurred due to items being delayed or unavailable.

## **8. Force Majeure**

8.1 Neither party shall be liable for any default due to any act of God, war, strikes, lock outs, accidents, fire, and breakdown of plant, machinery or shortage or unavailability of raw materials from a natural source of supply.

8.2 Browns Tree solutions shall be entitled to delay or cancel delivery or to reduce the amount delivered if it is prevented from or hindered in or delayed in manufacturing, obtaining or delivering the products by normal routes or means of delivery through circumstances beyond its control.

## **9. Cancellation of Orders**

9.1 Under the Distance Selling Regulations you have a right to cancel your order for any item on this website from the date of purchase, or within 7 working days of receiving your goods and for a full refund excluding cost of return postage providing you take reasonable care of the goods whilst they are in your possession. This does not affect your statutory rights as a consumer.

9.2 If you wish to cancel your order at any time later than the 7 days following receipt of your goods there will be a restocking charge of 20%. You are welcome to return any items using your own courier or alternatively we can offer a collection and return service. The cost for return transport will be quoted on request.

9.3 We will refund your payment within 14 days of the goods being returned.

9.4 If you would like to cancel your order, please email us at [info@brownstreesolutions.co.uk](mailto:info@brownstreesolutions.co.uk) or write to us at 17 Farholme, Middleton, Milton Keynes, MK109RS

## **10. Delivery**

10.1 Browns Tree solutions endeavour to deliver within 10 working days from receipt of your order. Deliveries will be made Monday to Saturday. All deliveries are subject to payment authorisation.

10.2 Browns Tree solutions shall use reasonable endeavours to meet any date agreed for delivery, however, will not be liable for any delay in delivery howsoever caused or any resulting losses incurred due to failure to deliver.

10.3 All goods must be signed for by an adult aged 18 years or over on delivery and must indicate the condition of goods.

10.4 Delivery will be made to kerbside, unless we can get our bags closer to the home. Placement of your products is at the discretion of the delivery driver. We can stack your wood at an extra charge

## **11. If Goods Are Delivered Damaged or Faulty**

11.1 Please examine all goods on delivery in case any damage has occurred in transit. The driver should be notified immediately of any problems.

11.2 We cannot guarantee to replace or repair items which have been signed for in good condition or 'unchecked' and are later found to be damaged. This does not affect your statutory rights.

11.3 Browns Tree solutions will not accept any liability for any Products that have been repaired before we have been given the opportunity to inspect them or to give authority for repair work to be carried out or in cases where non-company components have been used.

11.4 If goods have been delivered in a damaged state and we feel the situation cannot be improved by authorising another delivery, we reserve the right to refund you in full for your order and cancel the order.

## **12. Title and Risk**

12.1 Risk of damage to or loss of the Products shall pass to the Buyer upon delivery.

12.2 Notwithstanding any other provision herein title in the Products shall not pass to the Buyer until Browns Tree solutions has received in cash or clear funds payment in full.

## **13. Privacy and Security**

13.1 All personal details that you give us are securely stored. We do not supply or sell customers details to any outside organisation. We will endeavour to take all reasonable care, in so far as it is possible to do so, to keep all details of your order and payment secure, but, in the absence of negligence on our part we cannot be held liable for any loss you may suffer if a third party procures unauthorised access to any data you provide when accessing or ordering.

13.2 All credit and debit card details are encrypted using via a payment gateway and sent over a secure server. They are only decrypted after they reach our computer. No payment details are held on any website or server owned by Browns Tree solutions

## **14. Use of Our Site**

14.1 To the fullest extent permitted at law, Browns Tree solutions is providing this site and its contents on an as is basis and makes no (and expressly disclaims all) representations or warranties of any kind, express or implied, with respect to this web site or the information, content, prices, materials or products included in this site including, without limitation, warranties of merchantability, satisfactory quality and fitness for a particular purpose.

14.2 Except as specifically stated on this site, to the fullest extent permitted at law, neither Browns Tree solutions nor any of its affiliates, directors, employees or other representatives will be liable for damages arising out of or in connection with the use of it or the information, content, materials or products included on it. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties. For the avoidance of doubt, Browns Tree solutions does not limit its liability for death or personal injury to the extent only that it arises as a result of the negligence of Browns Tree solutions its affiliates, directors, employees or other representatives.

## **15. Governing Law and Jurisdiction**

15.1 This contract is subject to the law of England and Wales. All disputes arising out of this contract shall be subject to the exclusive jurisdiction of the courts of England and Wales.

## **16. Representations**

16.1 No statement, description, warranty condition or recommendation contained in any catalogue, price list or advertisement or communication or made verbally by any of the Agents or Employees of Browns Tree solutions shall be construed to enlarge, vary or override in any way thereof any of these conditions.

## **17 Consequential Loss**

17.1 Browns Tree solutions shall not be liable for any costs claims damages or expenses arising out of any tortious act or omission or any breach of Contract or statutory duty calculated by reference to profits income or accrual or loss of such profits income production or accruals or by reference to accrual of such costs claims damages or expenses on a time basis, to the fullest extent of the law. Please do not book installers for any items until you have received and checked your order in full.

## **18. Warranties and Liability**

18.1 No warranty is either given or implied on any timber product, as it is a natural product and will react differently depending on usage conditions.

18.2 In any event and despite anything contained in these conditions, in no circumstances shall Browns Tree solutions be liable in contract, tort (including negligence or breach of statutory duties) or otherwise howsoever, and whatever the cause thereof, (i) for any increased costs or expenses (ii) for any loss of profit, business contracts, revenues or anticipated savings, or (iii) for any special indirect or consequential damage of any nature.

## **19. Links**

19.1 Browns Tree solutions do not accept any liability for any website not under our control, which may act as a portal to our site or be connected by a link with our site or that we connect by a link to.

## **20. General**

20.1 Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control and the party shall be entitled to a reasonable extension of its obligations.

20.2 These terms and conditions are subject to change at any time without prior notice to you. In addition to the above: Browns Tree solutions retains title to all goods until payment is received in full. Goods that are unpaid for can be collected/removed from any location if deemed necessary. Browns Tree solutions retain the right to accept orders and payments if stocks have temporarily expired, fulfilling the order upon stock replenishment. If an item is out of stock the customer will be contacted whereupon if the waiting time is viewed as too long by either party, a full refund and a cancellation of the order can be issued. Browns Tree solutions retain the right to cancel any order by notifying the customer by email without detailed disclosure. All prices quoted in the initial listings include VAT at 5%. Customers will be contacted at least the day before delivery so that arrangements can be made to accept the delivery. Aborted deliveries will still be charged, re - delivery will be charged at the same rate. Delivery prices are quoted to a kerbside location only (Unless delivery driver can get closer with the bag/s). The final decision as to whether the required offloading location is safe and prudent will remain with the driver. Kerbside offloading will then take place. Browns Tree solutions can accept no responsibility for subsequent theft of any product once delivered to an agreed location, please make necessary arrangements to avoid this possibility.