



## Terms & Conditions

This page (together with our Privacy Policy tells you information about us, your use of our website (**our site**), and the legal terms and conditions (**Terms**) on which we sell any of the goods (**Goods**) listed on our site to you.

These Terms will apply to any contract between us for the sale of Goods to you (**Contract**). Please read these Terms carefully and make sure that you understand them before ordering any Goods from our site. Please note that before placing an order you will be asked to agree to these Terms.

If you refuse to accept these Terms, you will not be able to order any Goods from our site. You should print a copy of these Terms for future reference.

We amend these Terms from time to time. Every time you wish to visit our site or order Goods, please check these Terms to ensure you understand the terms which will apply at that time.

These Terms, and any Contract between us, are only in the English language.

### 1. INFORMATION ABOUT US

- 1.1 We operate the websites [www.musgrovewillows.co.uk](http://www.musgrovewillows.co.uk) and [www.courses.musgrovewillows.co.uk](http://www.courses.musgrovewillows.co.uk) and [www.musgrovewillowsoffins.co.uk](http://www.musgrovewillowsoffins.co.uk) (**our sites**). We are Musgrove Willows Limited, a company registered in England and Wales under company number 07465879 with our registered office at 77A Cheap Street, Sherborne, Dorset, DT9 3BA. Our main trading address is Willow Fields, Lakewall, Westonzoyland, Bridgwater, Somerset TA7 0LP. Our VAT number is 116 8596 86.
- 1.2 We only use your personal information in accordance our Privacy and Cookie Policy
- 1.3 To contact us, please see our [Contact Us](#) page.

### 2. USE OF OUR SITE

- 2.1 Our site is made available free of charge.
- 2.2 We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.
- 2.3 You are responsible for making all arrangements necessary for you to have access to our site.
- 2.4 You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms and that they comply with them.

### 3. CHANGES TO OUR SITE

- 3.1 We may update our site from time to time, and may change the content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it.
- 3.2 We do not guarantee that our site, or any content on it, will be free from errors or omissions.

### 4. YOUR ACCOUNT AND PASSWORD

- 4.1 If you choose a password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.
- 4.2 We have the right to disable any password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms.

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4.3 If you know or suspect that anyone other than you knows your password please [contact us](#) as soon as possible.

## 5. INTELLECTUAL PROPERTY RIGHTS

5.1 We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

5.2 You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

5.3 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

5.4 Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

5.5 You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

5.6 If you print off, copy or download any part of our site in breach of these Terms, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

5.7 If you wish to make any use of content on our site, including linking to our homepage, please [contact us](#).

## 6. NO RELIANCE ON INFORMATION

The content on our site is provided for general information only. Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up-to-date.

## 7. LIMITATION OF OUR LIABILITY

7.1 Nothing in these Terms excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

7.2 To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied.

7.3 We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

(a) use of, or inability to use, our site; or

(b) use of or reliance on any content displayed on our site.

7.4 If you are a business user, please note that in particular, we will not be liable for:

(a) loss of profits, sales, business, or revenue;

(b) business interruption;

(c) loss of anticipated savings;

(d) loss of business opportunity, goodwill or reputation; or

(e) any indirect or consequential loss or damage.

7.5 If you are a consumer user, please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

7.6 We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs,

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data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.

- 7.7 Our site may contain links to third party websites. These websites have their own terms of use and privacy policies. We do not accept any responsibility or liability for any third party websites, and your access and use of such services and content is at your own risk.
- 7.8 We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.
- 7.9 Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any goods by use to you (please see below).

## 8. VIRUSES

- 8.1 We do not guarantee that our site will be secure or free from bugs or viruses.
- 8.2 You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software.
- 8.3 You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

## 9. OUR GOODS

- 9.1 The images of the Goods on our site are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflect the colour of the Goods. Your Goods may vary slightly from those images. As most of our goods are woven using natural materials, such as willow and wood, colour variation is highly likely at different times of the year.
- 9.2 Although we have made every effort to be as accurate as possible, because our Goods are natural and/or handmade, all sizes, weights, capacities, dimensions and measurements indicated on our site have some tolerance.
- 9.3 The packaging of the Goods may vary from that shown on images on our site.
- 9.4 All Goods shown on our site are subject to availability. We will inform you by e-mail as soon as possible if the Goods you have ordered are not available and we will not process your order if made.
- 9.5 If you are a consumer, you have legal rights in relation to Goods that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

## 10. GIFT VOUCHERS

- 10.1 Gift vouchers are valid for 12 months from the date of purchase.
- 10.2 Gift vouchers can be used as full or part payment for Goods or services offered by the Supplier. If the total price of the Goods or services is higher than the amount of the voucher, the difference in the cost between the voucher and the total price will have to be paid. If the value of the Goods or services is lower than the amount of the voucher, no refund, change or credit will be given.
- 10.3 Gift vouchers are to be used by the person named on the gift voucher, and cannot be transferred.

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## 11. COURSES

- 11.1 We need 6 or more students for a course to make it viable to run. In the event that there are not enough people booked onto a course or if there are cancellations, we reserve the right to cancel or change course dates as applicable. Where possible, we will move students to another appropriate course with their approval. Refunds or credit notes will be given if alternative dates are unsuitable.
- 11.2 Please contact us as soon as you know you are unable to attend a course.
- 11.3 If a cancellation is made 28 days or more before the course start date then a full refund will be given.
- 11.4 If a cancellation is made between 28 days and 14 days before the course start date and we are able to allocate your place to another student, then a 50% refund will be given. In the event that we are unable to allocate your place to another student, no refund will be given.
- 11.5 If a cancellation is made less than 14 days before the course start date then no refund will be given.
- 11.6 If we cancel a course due to tutor illness or severe weather conditions we will offer an alternative date/course during the current course calendar. If this is not acceptable we will offer a refund.
- 11.7 It is at our sole discretion to offer a suitable alternative date if you are unable to attend the course. Alternative course dates, once accepted, will follow the cancellation process set out below.
- (a) If the alternative course date is cancelled by the student, no further alternative course date will be provided, and a maximum 50% refund will be offered if cancelled 28 days before the course start date.
- (b) If a cancellation is made between 28 days and 14 days before the course start date and we are able to allocate your place to another student, then a 25% refund will be given. In the event that we are unable to allocate your place to another student, no refund will be given.
- (c) If the alternative course date is cancelled less than 14 days before the course date, no refund will be given.
- 11.8 Alternative course dates will only be offered for the year in which the original course date was booked. It is at our sole discretion to offer an alternative course date in the following year.
- 11.9 Information provided on our site about local B&Bs, hotels and other places to stay are for convenience only. Students and visitors should make their own decisions as to the suitability of the accommodation. We do not accept any liability regarding the accommodation you choose. In the event of a course being cancelled, we are not liable for the cost of the accommodation.

## 12. IF YOU ARE A CONSUMER

This clause 12 only applies if you are a consumer.

- 12.1 If you are a consumer, you may only purchase Goods from our site if you are at least 18 years old.
- 12.2 Certain Goods on our site can only be purchased if you satisfy the legal age requirement for that product. We are not allowed by law to supply these Goods to you if you do not satisfy these age requirements. If you are underage, please do not attempt to order these Goods through our site. These Goods are Bodkins, knives, upright, shaves and secateurs which you have to be 18 or over to buy.
- 12.3 We recommend that turpentine substitute and linseed oil are only used by, or under the supervision of, a responsible adult and are kept out of the way of children at all times.
- 12.4 Delivery of the Goods can only be made to someone over the age of 18 years old.

## 13. IF YOU ARE A BUSINESS CUSTOMER

This clause 13 only applies if you are a business.

- 13.1 If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you use our site to purchase Goods.
- 13.2 These Terms and any document expressly referred to in them constitutes the entire agreement between you and us. You acknowledge that you have not relied on any statement, promise or representation

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made or given by or on behalf of us which is not set out in these Terms or any document expressly referred to in them.

13.3 For credit terms please ask for a copy of our Credit Terms and Conditions.

#### 14. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

14.1 For the steps you need to take to place an order on our site, please see our Order/Delivery page.

14.2 Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process.

14.3 After you place an order, you will receive an e-mail from us acknowledging that we have received your order. However, please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 14.4.

14.4 We will confirm our acceptance to you by sending you an e-mail that confirms that the Goods have been dispatched (**Dispatch Confirmation**). The Contract between us will only be formed when we send you the Dispatch Confirmation.

14.5 If we are unable to supply you with the Goods, for example because that the Goods are not in stock or no longer available or because of an error in the price on our site as referred to in clause 17.5, we will inform you of this by e-mail and we will not process your order. If you have already paid for the Goods, we will refund you the full amount as soon as possible.

#### 15. YOUR CONSUMER RIGHT OF RETURN AND REFUND

This clause 15 only applies if you are a consumer.

15.1 If you are a consumer, you have a legal right to cancel a Contract under Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.) during the period set out below in clause 15.3. This means that during the relevant period if you change your mind or for any other reason you decide you do not want to keep the Goods, you can notify us of your decision to cancel the Contract and receive a refund.

15.2 However, this cancellation right does not apply in the case of:

- (a) any made-to-measure or custom-made Goods including lampshades, hurdles, coffins, tunnels, domes and baskets
- (b) newspapers, periodicals or magazines
- (c) perishable goods such as Living Willow products
- (d) software, DVDs or CDs which have a security seal which you have opened or unsealed
- (e) tissue papers and glue which have packaging or a seal which has been broken
- (f) soaking bags. Replacements and refunds will not be made on these items

15.3 Your legal right to cancel a Contract starts from the date of the Dispatch Confirmation, which is when the Contract between us is formed if you ordered by telephone, e-mail or fax. If you order Goods via our site payment is taken on Checkout and your right to cancel, with the exception of the Goods listed in clause 15.2, starts when you receive the e-mail acknowledging your order. If the Goods have already been delivered to you, you have a period of 14 (fourteen) calendar days in which you may cancel, starting from the day after the day you receive the Goods.

15.4 To cancel a Contract, please contact us. You may wish to keep a copy of your cancellation notification for your own records. If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you sent us the e-mail or posted the letter to us. If you call us to notify us of your cancellation, then your cancellation is effective from the date you telephone us.

15.5 Subject to clause 15.8 (c) you will receive a full refund of the price you paid for the Goods and any applicable delivery charges you paid for. We will process the refund due to you as soon as possible and, in any case within fourteen calendar days of receiving the Goods back or proof of the return of the Goods if

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that is sooner. If you returned the Goods to us because they were faulty or misdescribed, please see clause 15.6.

- 15.6 If you have returned the Goods to us under this clause 15 because they are faulty or misdescribed, we will refund the price of the defective Goods in full, any applicable delivery charges, and any reasonable costs you incur in returning the item to us. The Goods must be returned to us in the same condition that they were dispatched.
- 15.7 We will refund you on the credit card or debit card used by you to pay. If you did not pay by credit or debit card we will refund you in the manner in which you originally paid i.e. PayPal account, cheque or cash.
- 15.8 If the Goods were delivered to you:
- (a) you must return the Goods to us as soon as reasonably practicable;
  - (b) unless the Goods are faulty or not as described (in this case, see clause 15.6), you will be responsible for the cost of returning the Goods to us;
  - (c) you have a legal obligation to keep the Goods in your possession and to take reasonable care of the Goods while they are in your possession.
- 15.9 Details of your legal right to cancel and an explanation of how to exercise it are provided in the Dispatch Confirmation.
- 16. DELIVERY**
- 16.1 Your order will be fulfilled by the estimated delivery date set out in the Dispatch Confirmation, unless there is an Event Outside Our Control. If we are unable to meet the estimated delivery date because of an Event Outside Our Control, we will contact you with a revised estimated delivery date.
- 16.2 Please see our order/delivery page for information on where we deliver to.
- 16.3 Delivery will be completed when we deliver the Goods to the address you gave us or the Goods are delivered to a secure place or neighbour
- 16.4 The Goods will be your responsibility from the completion of delivery.
- 16.5 You own the Goods once we have delivered the Goods and received payment in full, including all applicable delivery charges.
- 16.6 Delivery of the Goods can only be made to someone over the age of 18 years old. This is to ensure we comply with the laws regarding age restricted sales on products e.g. knives and bodkins (please see clause 12 for full product details).
- 16.7 Unless otherwise advised by us, items are sent by a third party courier and will need to be signed for by someone over 18 years old. If you are not going to be in you can ask us to leave Special Instructions for the courier on despatch and/or you can leave signed instructions for the driver with alternative arrangements (e.g. leave in the garage) please note this is at your own risk and delivery will be deemed to have been completed. Alternatively you can contact the courier using the details provided in the Despatch Confirmation and quote your consignment number to provide further instruction. Failure to do either of these will incur additional re-delivery charges. Please be aware that we cannot process a change of address once the Goods are in transit.
- 16.8 **Request for specific delivery date orders** - It may be possible to request delivery for a specific date. Musgrove Willows Ltd will endeavour to make this happen but it cannot be guaranteed. Musgrove Willows Ltd will not entertain any claim whatsoever for compensation arising from late delivery due to a third party carrier.
- 16.9 **Late deliveries** - We and our carriers will always try to arrive on time, but will not be held responsible for late arrival due to unforeseen circumstances.

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#### 16.10 **SHORT DELIVERIES & DAMAGE**

When the delivering carrier brings your order you **MUST** count the pieces you receive & look for any damage to the packaging and products. The number of items you should receive is noted on the carrier's delivery note. If the number of items you receive does not exactly match the number of pieces on the carrier's delivery note, you **MUST** note the number of pieces you received on the delivery note by your signature. Damage to packaging and Goods **MUST** be noted on the delivery note next to your signature. You must cross out "Delivered in good condition" from the carrier's delivery note. It is very important to check your order. A signature is an acceptance that you have received the whole order & that the packaging and Goods were in a good condition.

#### 17. **PRICE OF GOODS & DELIVERY CHARGES**

- 17.1 The prices of the Goods will be as quoted on our site from time to time. We use our best efforts to ensure that the prices of Goods are correct at the time when the relevant information was entered onto the system. However if we discover an error in the price of The Goods you ordered, please see clause 17.5 for what happens in this event.
- 17.2 Prices for our Goods may change from time to time, but changes will not affect any order which we have confirmed with a Dispatch Confirmation.
- 17.3 The price of the Goods includes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Goods in full before the change in VAT takes effect.
- 17.4 The price of the Goods does not include delivery charges unless stated. Our delivery charges are as quoted on our site from time to time. To check relevant delivery charges, please refer to our Order/Delivery page.
- 17.5 Our site contains a large number of Goods. It is always possible that, despite our best efforts, some of the Goods on our site may be incorrectly priced. We will normally check prices as part of our dispatch procedures so that:
- (a) where the Goods' correct price is less than the price stated on our site, we will charge the lower amount when dispatching the Goods to you. However, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, we do not have to provide the Goods to you at the incorrect (lower) price; and
  - (b) if the Goods' correct price is higher than the price stated on our site, we will contact you as soon as possible to inform you of this error and we will give you the option of continuing to purchase the Goods at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing.

- 17.6 **ATTEMPTED DELIVERY CHARGES** - Delivery companies such as DX allow the customer to make changes to their delivery up until 9.30pm the night before the scheduled delivery date. This is a free service. If the customer is not in to accept delivery of their items and they fail to provide specific instructions as to where to safely leave the goods, (e.g. with a neighbour) then the items will not be delivered and an attempted delivery charge will be levied. The failed delivery charges **per attempted delivery** are as follows;

£15.00 for willow coffins and willow panels / hurdles and £7.50 for willow bundles and other products

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## 18. HOW TO PAY

- 18.1 Secure on-line payment is available via RBS WorldPay or PayPal. Alternative methods of payment are available for those who do not have a credit card or debit card or who do not wish to pay on-line. For details of these methods, follow the on-screen instructions associated with each payment method when "Checkout".
- 18.2 Payment for the Goods and all applicable delivery charges is in advance.
- 18.3 We do not accept any liability for any charges levied by your bank/card issuer whatsoever irrespective of your chosen payment method.

## 19. OUR WARRANTY FOR THE GOODS

- 19.1 We provide a warranty that on delivery and for a period of 6 months from delivery, the Goods shall be free from material defects. However, this warranty does not apply in the circumstances described in clause 19.2.
- 19.2 The warranty in clause 19.1 does not apply to any defect in the Goods arising from:
- (a) fair wear and tear;
  - (b) wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party;
  - (c) failure to follow our oral or written instructions as to the storage, planting and aftercare commissioning, installation use and maintenance of the Goods or (if there are none);
  - (d) any alteration or repair by you or by a third party; or
  - (e) any specification provided by you.
- 19.3 If you are a consumer, this warranty is in addition to your legal rights in relation to Goods that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

## 20. OUR LIABILITY IF YOU ARE A BUSINESS

This clause 20 only applies if you are a business customer.

- 20.1 We only supply the Goods for internal use by your business, and you agree not to use the Goods for any re-sale purposes, unless otherwise agreed by us in writing.
- 20.2 Nothing in these Terms limit or exclude our liability for:
- (a) death or personal injury caused by our negligence;
  - (b) fraud or fraudulent misrepresentation;
  - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
  - (d) defective Goods under the Consumer Protection Act 1987.
- 20.3 Subject to clause 20.2, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- (a) any loss of profits, sales, business, or revenue;
  - (b) loss or corruption of data, information or software;
  - (c) loss of business opportunity;
  - (d) loss of anticipated savings;
  - (e) loss of goodwill; or
  - (f) any indirect or consequential loss.
- 20.4 Subject to clause 20.2 and clause 20.3, our total liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 50% of the price of the Goods.

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- 20.5 Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Goods. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Goods are suitable for your purposes.

## 21. OUR LIABILITY IF YOU ARE A CONSUMER

This clause 21 only applies if you are a consumer.

- 21.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into the Contract.
- 21.2 We only supply the Goods for domestic and private use. You agree not to use the Goods for any commercial, business or re-sale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 21.3 We do not in any way exclude or limit our liability for:
- (a) death or personal injury caused by our negligence;
  - (b) fraud or fraudulent misrepresentation;
  - (c) any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
  - (d) any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
  - (e) defective Goods under the Consumer Protection Act 1987.

## 22. EVENTS OUTSIDE OUR CONTROL

- 22.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in clause 22.2
- 22.2 An **Event Outside Our Control** means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- 22.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:
- (a) we will contact you as soon as reasonably possible to notify you; and
  - (b) our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Goods to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

## 23. COMMUNICATIONS BETWEEN US

- 23.1 When we refer, in these Terms, to “in writing”, this will include e-mail.
- 23.2 If you are a consumer, to cancel a Contract in accordance with your legal right to do so as set out in clause 15, you must contact us. You may wish to keep a copy of your cancellation notification for your own records. If you send us your cancellation notice by e-mail or by post, then your cancellation is

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effective from the date you sent us the e-mail or posted the letter to us. If you call us to notify us of your cancellation, then your cancellation is effective from the date you telephone us.

- 23.3 If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your order.
- 23.4 If you are a business, please note that any notice given by you to us, or by us to you, will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail that such e-mail was sent to the specified e-mail address of the addressee. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

#### 24. **DATA PROTECTION**

- 24.1 Any personal information supplied to us in the course of performing this contract will be stored, used and maintained only in accordance with our Privacy Policy, a copy of which is available on request or at [www.musgrovewillows.co.uk](http://www.musgrovewillows.co.uk).

#### 25. **OTHER IMPORTANT TERMS**

- 25.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms.
- 25.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing. However if you are a consumer and you have purchased the Goods as a gift, you may transfer the benefit of the warranty in clause 19 to the recipient of the gift without needing to ask our consent.
- 25.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms. However, if you are a consumer, the recipient of your gift of the Goods will have the benefit of our warranty at clause 19, but we and you will not need their consent to cancel or make any changes to these Terms.
- 25.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 25.5 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 25.6 If you are a consumer, please note that these Terms are governed by English law. This means a Contract for the purchase of Goods through our site and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.
- 25.7 If you are a business, these Terms are governed by English law. This means that a Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), will be governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

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