

## Terms and Conditions

These Terms and conditions govern your use of the website [www.goodfuel.co.uk](http://www.goodfuel.co.uk). All orders placed through this site and the sites listed below are subject to these terms and conditions – placing an order through the website, or by telephone, signifies your acceptance of these Terms and Conditions. Please read these terms and Conditions carefully as they affect your liabilities under law.

### 1 Basis of Sale

- 1.1 These Terms and Conditions set out the entire relationship between The Good Fuel Company Ltd (hereafter referred to as "TGFC Ltd") and you the customer for the sale of Goods. Please ensure that you read and understand these Terms and Conditions as these Terms are binding upon placement of an order.
- 1.2 Any samples, photographs, descriptions or advertising that appear on this site or in any marketing material are provided to give you an approximation of the goods they represent. They do not form part of the contract between the two parties. Promotional pricing will be superseded by the pricing indicated on the site and confirmed in your order confirmation.
- 1.3 You are considered to have placed an order and entered a binding contract with TGFC Ltd when you have:
  - a) Ticked that you have accepted the Terms and Conditions on the website; and
  - b) You have made payment for the goods ordered.
- 1.4 On completion of your order you will be issued with an order number. Please quote this order number on any correspondence with TGFC Ltd.
- 1.5 Once an order has been placed the goods are automatically consigned for delivery to the address you have provided. If you would like to amend or cancel an order that has been placed you will be liable for any costs incurred in the creation and dispatch of that order. Any refund given on cancelled or amended orders will be reduced by the costs incurred to that point (for further information see **Cancellation Of Order**).
- 1.6 If you would like to return an order that has already been delivered, please contact us, and inform us of your reason for the return. You will be refunded for the full value of any goods returned to us in a saleable condition less any transport costs incurred (for further information see **Returns Policy**).
- 1.7 We have the right to revise and amend these Terms and Conditions as we see fit. You will always be bound by the terms and conditions that were active at the time your order was placed.

### 2 Price

- 2.1 Prices are correct at time of publication
- 2.2 VAT is chargeable on all products according to UK governments statutory rate of the time of invoicing.
- 2.3 All prices are in GBP Sterling.

### 3 Payment

- 3.1 All orders must be paid for in full at the time they are placed.
- 3.2 TGFC Ltd 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 credit card payments.
- 3.3 If you wish to pay by personal cheque or bank or building society cheque, please make payable to The Good Fuel Company Ltd. Please write your home address on the reverse of the cheque. The order will only be processed after the cheque has cleared.

### 4 Trading Policy

- 4.1 Our policy is one of continuous improvement and we reserve the right to change specifications to our products or services without notice.
- 4.2 We do not supply any goods on a trial basis.
- 4.3 You are responsible for deciding on the suitability of the goods offered for any particular use.
- 4.4 All goods are offered subject to availability. Where goods are found to be unavailable or discontinued, TGFC Ltd will offer a similar substitute if available, subject to your agreement

- 4.5 If a suitable substitute is not available, the transaction for that item will be void and any payment will be returned.
- 4.6 In the event of any product being unavailable, TGFC Ltd 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.
- 4.7 TGFC Ltd will not be held responsible for any costs incurred due to items being delayed or unavailable.
- 4.8 Payment is due prior to dispatch unless by prior arrangement with the Director.
- 4.9 Risk of damage to or loss of the Products shall pass to the Buyer upon delivery.
- 4.10 All goods remain the property of TGFC Ltd. until paid for in full.
- 4.11 TGFC Ltd. reserves the right to change the advertised price before you place an order
- 4.12 TGFC Ltd. may at its absolute discretion decline to accept orders or to offer credit terms.

## 5 Delivery

- 5.1 Deliveries are made Monday to Friday between 09.30 and 17.00. Delivery charges will be subject to post code quotation. All our standard palletised deliveries are made by our chosen carrier and will typically be dispatched within 3 working days of order being placed, on a timed basis which means you are able nominate your delivery day but not time. Next day delivery is available but incurs an extra charge (please contact us for details). Risk of loss or damage to the goods will pass to you upon delivery. Local deliveries will be made by our own transport, usually next day, or by arrangement. Collection is available by appointment only.
- 5.2 All pallet based deliveries are delivered to the kerbside. While our delivery company will normally go to great lengths to ensure that your delivery is placed exactly where you require it, the contract between yourself and TGFC Ltd. includes delivery to kerbside only. You must make sure that you have adequate provision and personnel to receive goods once off-loaded from the vehicle as the driver is under no further obligation from that point. You must make sure that you have checked all details thoroughly and have adequate access for the goods being delivered. Please refer to our delivery instruction note for further guidance ([LINK](#))
- 5.3 Please note that if the Products are not promptly stored in a dry environment, they may deteriorate. We strongly recommend that you have arrangements for dry storage in place before delivery.
- 5.4 All goods must be signed for by an adult aged 18 years or over on delivery and must indicate the condition of goods.
- 5.5 In the event of damage to the product on delivery, claims for damage of the goods must be noted at the time of delivery, and notified to TGFC Ltd. in writing ([info@goodfuel.co.uk](mailto:info@goodfuel.co.uk)) within 24 hours of delivery to you.
  - 5.5.1 Where your order has received some level of damage in transit it is imperative that you mark what damage has occurred on the delivery note that the driver provides.
  - 5.5.2 Where damages have been indicated on the delivery note, TGFC Ltd will refund you the value of the goods indicated damaged. TGFC Ltd. is unable to replace damaged goods on future orders.
  - 5.5.3 Where damages are not indicated on the delivery note TGFC is not able to offer any refund where the customer could have been reasonably been expected to have been aware of the damages after a visual inspection of the order.
  - 5.5.4 If there are damages on any order that were not signed off on a delivery note and that could not reasonably have been discovered by a visual inspection of the order on delivery, then the customer may apply for a refund for the damages provided they are able to:
    - 5.5.4.1 Provide evidence of the damage in photographic form;
    - 5.5.4.2 Provide evidence that the damage could not have been reasonably discovered by a visual inspection of the goods on delivery;
    - 5.5.4.3 Provide notification of the damages to TGFC within 24 hours of the delivery
  - 5.5.5 Should you fail to take delivery at the appointed address and time, goods may be returned to our warehouse or supplier. The costs incurred where goods are returned in relation to failed delivery attempts shall be passed on to you, the customer.

## 6 Cancellation Of Order

- 6.1 You may cancel an order at anytime before the order has been dispatched and a full refund of any payment will be given, once the order has been dispatched, you can only cancel an order under our returns policy.

## 7 Returns Policy

- 7.1 Under the Distance Selling Regulations 2000 (DSR2000) you have the right to return your goods, provided you do so at your own cost and within 7 working days from the day after you received and signed for the goods.
- 7.2 Goods returned will only be accepted by TGFC Ltd. provided that they are returned unused, in good condition and in their original packaging.
- 7.3 The customer must arrange insurance with the carrier when returning goods to cover possible damage or loss in transit for the full value of the item.
- 7.4 You will be refunded or credited within 30 days for goods returned under the above terms.
- 7.5 Where applicable carriage or postal charges are not refunded in the event of a customer returning goods under our return policies.

## 8 Representations & Warranties

- 8.1 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.
- 8.2 All conditions, warranties, guarantees and representations, expressed or implied, by statute, common law or otherwise in relation to the goods (other than any liability which TGFC Ltd. is not permitted by law to exclude or restrict) are hereby excluded.
- 8.3 TGFC Ltd. accepts no liability of whatever nature arising as a result of any representations, breach of contract, late delivery of product, negligence or otherwise including but not limited to any liability for death or personal injury caused by TGFC Ltd. negligence.

## 9 Privacy Policy

- 9.1 Under the Data Protection Act 1998, we have a legal duty to protect any personal information we collect from you. No information you provide to us will be shared with any other person or company unless associated with order processing, we respect your privacy and trust. We do not hold any credit/debit card information /numbers/or details for any longer than is necessary to complete a transaction.
- 9.2 TGFC Ltd. respect your confidentiality. We will only use personal information you supply to us for the reason that you provided it for.
- 9.3 We will only hold your information for as long as necessary to fulfil that purpose.
- 9.4 We will not pass your information to any third parties for any reason other than processing / delivering your goods.
- 9.5 For full details please view our Privacy Policy ([LINK](#))

## 10 Links

- 10.1 TGFC Ltd 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.
- 10.2 This is a private website owned and maintained by TGFC Ltd. Anyone linking or placing links unlawfully or without the express permission of TGFC Ltd. in writing will be charged and invoiced at £100 per week or £400 per calendar month plus vat

## 11 Severability

11.1 If any court or competent authority decides that any of the provisions of these terms and Conditions or any provisions of a Contract are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

## 12 Force Majeure

12.1 We will not be responsible for any failure to perform our obligations when impeded by a Force Majeure event such as;

- 12.1.1 Strikes, lock out's or other industrial action'
- 12.1.2 Civil commotion riot, invasion, terrorist attack, war etc.
- 12.1.3 Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural Disaster
- 12.1.4 Transport network failure, or
- 12.1.5 Communication network failure.

12.2 Our obligations under these terms are suspended for the duration of the Force Majeure event. We will endeavour to fulfil our obligations as soon as possible once the event has ceased.

## 13 Assignment

13.1 You may not assign or transfer your rights or obligations under these Terms to any other party without the written consent of TGFC Ltd.

## 14 Governing Law and Jurisdiction

14.1 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