

## TRADING TERMS & CONDITIONS

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### 1. INTRODUCTION

- 1.1 [www.highwood-ag.co.uk](http://www.highwood-ag.co.uk) (the Site) is operated by Highwood (we and us).
- 1.2 The terms contained in this document (Trading Terms) apply to all transactions for the purchase of products from the Site. Please read these Trading Terms carefully before ordering from the Site. By ordering any products from Site you are indicating your acceptance to be bound by these Trading Terms. They form a legal agreement between you and us and can only be amended with our consent. [You can print a copy of these Trading Terms by selecting the print option from the “File” menu of your browser.]
- 1.3 Your use of the Site itself is subject to our website **Terms of Use**. You should also read our **Privacy Policy**.
- 1.4 We reserve the right to change these Trading Terms from time to time without prior notice by changing them on the Site, provided that any such change will not affect any purchases you have made before the change is implemented.

### 2. ORDERING

- 2.1 You may place an order to purchase a product advertised for sale on the Site by following the onscreen prompts after clicking on the item you are interested in. You will have an opportunity to check and correct any input errors in your order up until the point at which you submit your order by clicking the “Submit Order” button on the checkout page.
- 2.2 All orders placed by you are subject to acceptance by us. We may choose not to accept your order for any reason and will not be liable to you or to anyone else in those circumstances.
- 2.3 After submitting an order to us, you will be sent an order acknowledgement email with your order reference and details of the products you have ordered. Please note, this email is an acknowledgement and is not an acceptance of your order.
- 2.4 If your order includes products which are not available from stock, we will contact you by email to ask how you wish to proceed. You will have the option to wait until the products are available from stock, or cancel your order.

2.5 Acceptance of your order and the formation of a contract between us will take place when we send you an email confirming that the products you have ordered are being despatched to you, unless we have notified you that we do not accept your order or you have already cancelled it in accordance with the provisions below (see **Cancellations and returns**).

### 3. PRICES AND PAYMENT

3.1 The prices of products advertised for sale on the Site are as set out on the Site. All prices are in pounds (£) sterling, inclusive of VAT, but exclude delivery charges. Delivery charges, where applicable, are clearly displayed when you view the items you have selected within your basket. Delivery charges will be automatically calculated and added to your order. Prices and delivery charges displayed are valid and effective only in the United Kingdom.

3.2 Prices may change at any time prior to (but not after) acceptance of your order.

3.3 We cannot accept your order until you have paid for it in full. Payment can be made by most major credit or debit cards, by completing the relevant details on the checkout page (although for certain age-restricted products (see **Age-restricted products**) only a credit card may be used).

3.4 By using a credit/debit card to pay for your order, you confirm that the card being used is yours. All credit/debit card holders are subject to validation checks and authorisation by the card issuer. If the issuer of your card refuses to authorise payment we will not accept your order and we will not be liable for any delay or non-delivery and we are not obliged to inform you of the reason for the refusal. We are not responsible for your card issuer or bank charging you as a result of our processing of your credit/debit card payment in accordance with your order.

3.5 In the unlikely event that the price of an item has been incorrectly advertised on the Site, we will contact you by email to ask whether you wish to proceed with the order at the correct price. If you are not happy to proceed, or we are unable to obtain your instructions, we will cancel the order. Unless we have already confirmed despatch of your order, we will not be obliged to supply products at the incorrect price.

### 4. DELIVERY

4.1 Subject to availability, we will use all reasonable endeavours to deliver the products you have ordered as soon as possible after your order is accepted by us. We will deliver all products comprised in your order in one delivery.

4.2 We will deliver directly to the address specified in your order. We cannot deliver items within the same order to multiple addresses. We are only able to deliver to addresses in the United Kingdom mainland (excluding Northern Ireland). We cannot deliver to BFPO addresses.

4.3 Deliveries are made Monday to Friday (excluding bank and public holidays), normally between the hours of 8am and 5.30pm. The precise timing of a delivery cannot be specified. Certain deliveries may require a signature to confirm receipt.

4.4 Deliveries will be made to your door. We are not responsible for any additional carrying or positioning of products ordered.

4.5 Once delivered, the products ordered will become your property (provided they have been paid for in full) and your responsibility and, except in relation to products that are damaged or faulty when delivered or have been incorrectly delivered, we will not accept any liability for their loss, damage or destruction after they have been delivered.

### 5. CANCELLATIONS AND RETURNS

5.1 Except in relation to the products specified in the next paragraph, you may cancel your order (or any part of it) at any time prior to despatch from our warehouse. You may do so either by notifying us (see **How to contact us**), giving us your full name, address and order reference or, alternatively, by returning the products, in accordance with the provisions below (see **section 5.4**). You do not need to give any reason for cancelling your order, but a brief explanation will help us improve the service we offer to customers in the future.

5.2 You may not cancel your order if:

5.2.1 you have taken any audio and/or visual recordings or computer software out of the sealed packaging in which they were delivered to you;

5.2.2 the products consist of perishable items, such as foodstuffs and animal feed or pose healthy and safety or hygiene issues, such as riding hats and body protectors; or

5.2.3 the products have been customised or made to your own specifications

unless such products were damaged or faulty when delivered to you or have been incorrectly delivered.

5.3 If you cancel your order, any sum debited by us from your credit/debit card will be refunded in full.

5.4 Where you decide to cancel an order after we have despatched the products, you will be under a duty to return them to us, at your own risk and cost. All such products should be returned within 14 days of you cancelling your order (where you choose to cancel by notifying us) and, in any event, no later than 28 days after the products have been delivered to you. Until such time as they are returned, you must retain possession of the products and take reasonable care of them. You should return the products to us unused, as new (except to the extent reasonably necessary to examine them), in saleable condition and with the original product packaging, by one of the following means:

By Royal Mail

You should pack the returns parcel securely, ensuring you include your contact details and order number in the parcel and then take it to your local Post Office. We advise that you take out enough postal insurance to cover the value of the contents.

Please return the parcel to:

HIGHWOOD  
Returns Dept  
Warrior Avenue  
Houndstone Business Park  
Yeovil  
BA22 8XQ

By Parcelforce Courier

You can arrange Parcelforce to collect and return your product to us by browsing to [www.parcelforce.co.uk](http://www.parcelforce.co.uk) and following the returns link (this is also available on your order tracking page) alternatively you can call 01935 478877 and an operator can arrange the collection for you. Please note that Parcelforce will make a charge for using this service based on the weight of the items being returned.

To local Highwood Store

You may return products to any Highwood (see **Store Listing**). Please bring the returns note that will have been included in the package in which your order was delivered.

5.5 Our policy on cancellations and returns does not affect your legal rights.

6. FAULTY PRODUCTS

6.1 If any product you purchase is damaged or faulty when delivered to you we may offer a repair, exchange or refund as appropriate, in accordance with your legal rights. If you believe a product is faulty, you should notify us (see **How to contact us**) to arrange for the return of the product (the cost of postage of which we will refund).

6.2 Our policy on faulty products does not affect your legal rights.

## 7. AGE-RESTRICTED PRODUCTS

If you wish to order a product where a minimum age requirement is indicated, you must confirm that you are of the required age before you will be able to proceed with the order. We reserve the right not to supply any age-restricted product where we reasonable believe that you are below the relevant minimum age.

## 8. SIZING AND FITTING OF PRODUCTS

Any information on the Site regarding sizing of products is included as a guide only. If you are in any doubt as to the size of any product you require, we recommend that you call into any Highwood store (see **Store listing**). For health and safety reasons we recommend that products such as riding hats and body protectors are professionally fitted.

## 9. SECURITY

9.1 We understand that you may have concerns about security on the internet. This Site uses a secure server that implements secure sockets layer (SSL) technology in our online ordering process to protect your payment card information.

9.2 When you proceed to the checkout, before you are prompted to complete your billing and delivery address, your browser will go into secure mode. Data relating to your order and your personal and payment card details will all pass to our server in an encrypted format. As soon as you have finished ordering you will exit secure mode. As an additional protection for you, our system is designed so that you cannot place an order until you are safely within secure mode.

9.3 We recommend that you do not communicate your payment card details to anyone, including us, by email. We cannot be responsible for any losses you may incur in transmitting information to us by internet link or by email. Any such loss shall be entirely your responsibility.

9.4 If you have any additional queries about security, please email us at: [enquiries@highwoodonline.co.uk](mailto:enquiries@highwoodonline.co.uk)

## 10. OUR LIABILITY

10.1 We will not be liable to you where performance of any of our obligations is prevented or restricted by any circumstance or cause beyond our reasonable control.

10.2 You are responsible for the use you make of the products you order. To the extent not prohibited by law, we accept no liability for any loss which is not reasonably foreseeable or for any business loss (which includes loss of profits, contracts, goodwill, opportunity and other similar losses).

10.3 We accept liability for death or personal injury caused by our negligence and responsibility for fraudulent misrepresentation that cannot, under English Law, be excluded.

10.4 Nothing in this section 10 or elsewhere in our Trading Terms affects your statutory legal rights.

## 11. GENERAL

11.1 Highwood is a company registered in England and Wales. Our company number is 4296364 and our registered office address is Maen, Culliford Road, Dorchester, Dorset DT1 1QQ. Our VAT registration number is 785-732-684.

11.2 Any formal legal notices should be sent to us at the address at the end of these Trading Terms by email and confirmed by post.

11.3 Failure by us to enforce a right does not result in waiver of such right. You may not assign or transfer your rights under these Trading Terms.

11.4 If any part of these Trading Terms is found to be unenforceable as a matter of law, all other parts of these Trading Terms shall be unaffected and shall remain in force.

11.5 You and we agree that English law applies to these Trading Terms and that any dispute between us arising out of or in connection with these Trading Terms will only be dealt with by the English courts, unless you are resident in another part of the United Kingdom, in which case the applicable law of that part of the United Kingdom will apply and any dispute will be brought before the courts there. We are required by law to inform you that purchases can be concluded in English only and that no public filing requirements apply.

12. **How to contact us**

Please feel free to contact us in any of the following ways:

by email at [enquiries@highwoodonline.co.uk](mailto:enquiries@highwoodonline.co.uk)

by telephone on 01935 478877 between the hours of 9am to 5pm, Monday to Friday

by writing to us at:

HIGHWOOD  
Warrior Avenue  
Houndstone Business Park  
Yeovil  
BA22 8XQ

13. **Updates**

These Trading Terms were last updated on 18<sup>th</sup> October 2008