



The Legal Bit

This site is owned and operated by Emery Outdoor Living as a business unit of Emery Outdoor Living Limited. Registered number 15201487 (UK). Throughout the site, the terms "we", "us" and "our" refer to Emery Outdoor Living.

By visiting our site and/or purchasing something from us, you agree to be bound by and adhere to the following Terms and Conditions, including any additional policies referenced herein and/or available by hyperlink. These terms and conditions apply to all users of the site, including and not limited to users who are browsers, vendors, customers, merchants, and/or contributors of content.

Please read the Terms and Conditions carefully before accessing or using our website.

Section 1 – Accuracy of Content

Emery Outdoor Living has taken every 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 products 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. All prices are displayed inclusive of VAT unless stated otherwise, and where applicable. For a VAT receipt please [click here](#) to email us.

Images of the items shown on our website are for illustrative purposes only. We've made every effort to display all item colours and sizes accurately. We can't guarantee that all the images displayed on your device will accurately reflect the true colour or size of the item delivered to you, as the actual colours you see will depend on your monitor, we cannot guarantee that your monitor's display of any colour will accurately reflect the colour of the product on delivery. Packaging may vary from that shown. The weights, dimensions and capacities given are approximate only.

Whilst every effort has been made to ensure that product specifications are correct on this website, due to continual product development through research & design, specifications may change without notice.

Emery Outdoor Living will run specific promotions from time to time, but we reserve the right to change the offer or stop the promotion at any time. All items listed under each of these promotions are accurate at the time of listing and available while stocks last. Any exclusions from the offer will be made clear at the point of ordering.

Section 2 – Online Security

Emery Outdoor Living makes every effort 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 won't cause damage to your computer.

It is your responsibility to ensure that the right equipment is available to use the website safely. Emery Outdoor Living shall not be liable to any person for any loss or damage which may arise to computer equipment as a result of using this website.

Section 3 – Copyright and Ownership Policy

All rights, including copyright, in this website, are owned by or licensed to Emery Outdoor Living. 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 the permission of Emery Outdoor Living. You may not modify, distribute or re-post anything on this website for any purpose.

All of the written, photographic, videographic, design and audio content of the website www.emeryoutdoorliving.co.uk is the copyrighted property of Emery Outdoor Living Ltd and none of this content may be used without the explicit written permission from the directors of Emery Outdoor Living Ltd.

Section 4 – Product Availability and Amendments

All items are subject to availability. We will inform you as soon as possible if the goods you have ordered are not available – where possible we will offer an alternative or we will refund you immediately.

You are able to correct errors on your order up to the point at which you click on "submit" or "make payment" on the final page of our ordering process. Alternatively, you can contact our customer service team on the number provided.

Section 5 – Accuracy of Billing & Account Information

We reserve the right to refuse any order you place with us. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made, it is your sole responsibility to make sure this information is correct. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

We take payment from your card at the time we receive your order, once we have checked your card details.

Fraud checks are conducted on all our orders. This involves checks on details provided during the order process including the address details. This may involve your details being passed to a 3rd party fraud checking company. On occasion, we may ask for additional information in order to process your order. We will conduct this process as quickly as possible however on occasions dispatch of goods may be delayed.

If we discover an error in the price of goods you have ordered we will inform you as soon as

possible and give you the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you, we will treat the order as cancelled. If you cancel and you have already paid for the goods, you will receive a full refund.

Section 6 – When We Use Your Details

Once you have purchased with us, unless you have opted out at the checkout stage, you will be enrolled into our email marketing list where we will send you our latest offers, product news and business information. You can opt out of this method of contact at any time. You can also opt-in to receive these emails regardless of purchasing with us or not.

We may also use your information to manage your purchases such as sending a confirmation email, and a confirmation for your card payments for goods you buy from us and also to deliver the goods to you, or we might give your details to our carrier if they deliver on our behalf.

You can check any information that we are holding about you or ask any questions about by emailing us or calling us.

We do not hold any credit card details, when you provide these to us over the phone we use the details to take the authorised amount and then securely destroy all records of the details. If you require a refund, our system will only retain information possible to do this for 6 months, after this time we may need you to provide information for us to do this.

Section 8 – Third Party Links

Certain content, products and services available via our Service may include materials from third parties. Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites.

Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third party.

Section 9 – Cookies And The Way We Use Them

In common with other websites, we do also use "cookies". A cookie is a small file that a website puts on your hard drive so that it can remember something about you at a later time. Our online ordering system uses a cookie to record a unique reference on your computer so that we can keep track of your order and retain the contents in your shopping basket.

You can control the use of cookies on your computer and can turn them on or off at any time. Please read our full Cookie Policy [here](#).

Section 10 – Fixed Sum Credit and Payment Partners

Further information and Paypal's user terms you can find [here](#). General information on Paypal can be found [here](#). Your personal data is handled in accordance with applicable data protection law and in accordance with the information in Paypal's privacy statement.

Section 11 – Delivery Times And Rates

Delivery charges vary depending on the type of products ordered and the service you select and cannot be refunded. Your delivery charges will be clearly indicated at checkout. Any mention of

free delivery or 48-hour delivery service is dependent on the products ordered. If either option is required, please check to see if the product is covered in these terms.

We make every effort to deliver goods within the estimated timescales, however, delays are occasionally inevitable due to unforeseen factors and all goods and products are subject to availability. We cannot be held liable for any delays, time lost, or costs associated with delayed delivery.

Emery Outdoor Living shall be under no liability for any delay or failure to deliver the products within estimated timescales. We cannot be held liable for any delays, time lost, or costs associated with delayed delivery. If you are purchasing to replace some of your existing goods, we also recommend that you do not dispose of your existing goods until your new goods have arrived and been checked for damage.

If you specify at the point of purchase that an order can be left with a neighbour or in a location around the property, you have agreed that the goods can be delivered without a signature and are being left at your own risk. We cannot be held liable after the courier has delivered for the security of the goods.

Where delivery is for non-pallet deliveries attempted and there is no response, our carrier will make a number of attempts to re-deliver the goods. If they are unable to deliver the goods to you, they will be returned to us, with the additional costs incurred being charged to you. Should you ask for the goods to be re-delivered you will be required to pay an additional delivery charge.

Where delivery is for palletised items, you shall accept a mutually pre-arranged delivery time/date ("Scheduled Delivery") and you are responsible for ensuring that (i) you provide adequate delivery instructions, and (ii) appropriate access is available to the delivery team and their vehicle, and (iii) you, or a responsible adult on your behalf, are present to accept the delivery. If you are the cause of a failed delivery attempt, either due to failure on your responsibilities above or for any other reason whatsoever, then we reserve the rights to:

- 1.1 charge you for the unsuccessful delivery attempt; and
- 1.2 charge you for the costs (including insurance) of storing the Goods until actual delivery; and
- 1.3. charge you for a redelivery, if applicable.

Any charges levied under this clause are for the provision of an extra service and are non-refundable.

White Glove Assembly services are only available in certain local areas to Bristol. This service may mean that we exceed the expected delivery date, particularly in busy periods. Where possible we will try and meet the estimated delivery date, however, this is dependent on vehicle availability. When opting for our White Glove Assembly service, please note, unless you express otherwise, we will assume the right to post pictures of the assembly service and the assembled furniture in situ in your garden on our website and social media pages.

If you refuse delivery of an order you will be subject to a return admin fee deemed reasonable in accordance with the order. You will also lose the initial postage paid to cover the administration costs of despatching the goods. These fees will be deducted from the refund amount which shall be issued once the goods are received back in our warehouse.

Section 12 – Changing or Cancelling Orders

We request that you contact us via telephone with your order number and the reason you wish to cancel your order as soon as you decide you wish to cancel. We cannot guarantee any order

will be cancelled before it is dispatched. If your order has not yet been dispatched then this will be possible free of charge, however, if your order has been dispatched or you have received the order you will be liable to pay a charge based upon the direct cost to recover and/or redeliver goods. We request that changed/cancelled items are returned in their original packaging. Where an item(s) is/are not wanted or has been incorrectly ordered the customer is responsible for payment to return the item(s). The item must be returned to us together with a completed returns form. All goods should be returned with their original packaging and in the same condition they were delivered.

If unwanted items are not returned, a fee will be charged to cover the direct cost of the recovery. In this occurrence, you have a statutory duty to take care of the goods while in your possession and to ensure that Emery Outdoor Living receive the goods undamaged.

Section 13 – Returns, Faulty Goods and Missing Items

Upon Delivery: Any discrepancies or faults must be reported as soon as reasonably possible after delivery. While it is preferred that such issues are reported within 24 hours, they must be reported no later than 14 days after delivery to ensure your right to a full refund for faulty item. If the packaging appears damaged upon arrival, it is advisable to note this on the delivery documentation before signing to accept the goods.

Missing or Incorrect Items: Should an item or part be missing, please notify us promptly, ideally within 24 hours of the delivery receipt, but no later than 14 days. Please note that we cannot accept responsibility for missing items if the delivery was left unattended at your request without a signature.

On Assembly: If a part is missing from an item, please report the specific item and provide a description of the missing part. We will dispatch replacement goods or parts as soon as possible after the issue is reported.

Refunds for Damaged Goods: In cases where damage is acknowledged by us and is substantial enough to justify a refund, we are not obligated to collect the damaged product. Instead, we may request that you dispose of it appropriately.

Right to Reject: Under the Consumer Rights Act 2015, you have a legal right to reject goods that are faulty or not as described within 30 days of purchase or delivery. After this period, and up to six months from delivery, you have the right to a repair or replacement. If a repair or replacement is inadequate or the item remains faulty, you are entitled to a refund, potentially reduced to reflect any use you have had from the goods.

Final Acceptance: Once you have accepted the goods, typically by using them without registering a complaint, you may lose the immediate right to reject them.

When raising a complaint of faulty goods, we may request photos or videos with regards to damages or missing parts. This is to clearly clarify the fault.

In the event of damaged goods, we may offer the customer store credit as compensation. The store credit will be held against the customer's account. Store credit can only be used in-store or over the phone. These funds are non-transferable and do have an expiry date of 1 year from the point it is applied to your account. To use this, please contact us on 07926405033 and any of our sales advisors will be able to apply this to a new order. Alternatively, this can also be used in any of our showrooms. If you're unsure of your store credit expiry date, please contact a

member of customer services. Please note that Store Credit is non-transferable and has an expiry date.

All our stock is of high quality and with correct use shall not experience any problems other than eventually suffering from general wear and tear. A consumer has no rights in respect of defects that are brought to his/her attention before the sale. A consumer cannot claim for the damage he/she causes either by neglect or misuse. For full information on our warranty policies, click [here](#).

Section 14 – Voucher Codes

At the point of checkout, you will be asked if you have any discount/voucher codes. We offer these occasionally on our website or in our newsletter services. Sometimes we will offer these codes as loyalty rewards to customers who have purchased with us frequently.

Voucher codes cannot be used in conjunction with any other offers or discounts unless stated otherwise by Emery Outdoor Living Ltd.

Please note that we will only accept coupon codes when they have been properly distributed to you. We do reserve the right to expire or void coupon codes after any period of time. We are not bound to honour voucher codes discovered on voucher websites that are not affiliated with Emery Outdoor Living.

Section 15 – Competitions

Occasionally Emery Outdoor Living will host competitions on our website or social media pages. Entrants must be over 18 years of age and winner(s) will be announced within 7 days after the competition closes. Entries to competitions are open to residents of Great Britain only and exclusions may apply. Only one submission per entrant will be accepted unless stated otherwise. No cash alternatives to prizes. No entrance fee or purchase is required to enter the competition. Competition winners will be contacted via email or the social media platform they entered on. By entering the competition, you are giving permission for Emery Outdoor Living to use your email address for communications. You can unsubscribe from these easily at any time to stop receiving material. Emery Outdoor Living reserve the right to cancel the competition. We reserve the right to offer alternative products that are similar as long as they are of the same or greater value.

Section 16 – Exclusions Of Liability

Any disclaimers and exclusions of liability in these terms & conditions shall not apply to any damages arising from death or personal injury caused by the negligence of Emery Outdoor Living or any of its employees or agents or fraud. These disclaimers and exclusions shall be governed by and construed in accordance with Law. If any provisions of these disclaimers and exclusions shall be unlawful, void or for any reason unenforceable then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

Section 17 – Uses Of This Website Outside Of The UK

Emery Outdoor Living make no representation that any products or services referred to in the materials on this website are appropriate for use, or available, in other locations. Those who choose to access this site from other locations are responsible for compliance with local laws if

and to the extent local laws are applicable.

Section 18 – Law, Jurisdiction And Language

This website, any content contained herein, and any contract brought into being as a result of usage of this website are governed by and construed in accordance with UK Law. The parties to any such contract agree to submit to the exclusive jurisdiction of the courts of the UK. All contracts are concluded in English.

Section 19 – Complaints

Our company is committed to providing a high standard of service to every customer. However, we acknowledge that occasionally things can go wrong.

How to Complain: You can contact us by Email, or Phone, please see ‘Contact Information’ section for further details. Please provide as much detail as possible, including your contact information, details of your complaint, and any supporting documents.

We will acknowledge receipt of your complaint within three business days of receiving it. This acknowledgment will include the name or job title of the individual handling the complaint.

The complaint will be investigated impartially by an individual with adequate competence who is not directly involved in the matter. We will assess fairly, consistently, and promptly; the subject matter of the complaint, whether the complaint should be upheld, what remedial action or redress (or both) may be appropriate.

If appropriate, we will offer redress or remedial action even if the complaint has not been upheld. We aim to resolve complaints at the earliest possible stage. If the complaint can be resolved within three business days, a summary resolution will be communicated, however it may take longer.

We will send a final response letter as soon as possible. This communication will clearly set out our decision and the reasons for it. If we decide that redress is appropriate, we will provide details of what we propose. If the investigation is not completed within eight weeks of receiving the complaint, we will send you an explanation of why we are not in a position to make a final response and indicate when we expect to be able to provide it.

If you paid for your purchase via a regulated financial product, you will also be informed of your right to refer the complaint to the Financial Ombudsman Service if you are dissatisfied with the delay. If you are not satisfied with our final response, or if eight weeks have passed since you made the complaint, you have the right to refer your complaint to the Financial Ombudsman Service within six months from the date of our final response letter. <https://www.financial-ombudsman.org.uk/contact-us>

Section 20 – Contact Information

Any written questions about the Terms & Conditions or any other comments, or complaints should be directed to enquiries@whitestores.co.uk
Telephone queries should be made on [0726405033](tel:0726405033)

Section 21 – Changes to Terms & Conditions

We reserve the right to change these terms & conditions from time to time and you should look through them as often as possible.

