

Terms & Conditions

(as at 6th October 2016)

SECTION 1 - INTRODUCTION

GENERAL

1. Name of Business: Martin Damen
2. Legal Status of Business: Martin Damen is a "Sole Trader".
3. Martin Damen is not VAT registered.
4. Nature of Business: Martin Damen is a traditional green woodworker. Through his website (www.martin-damen.co.uk) the following goods and services are offered to customers:
 - a. Products e.g. spoons, bowls and platters.
 - b. Places on courses run by Martin Damen.
 - c. Gift vouchers for courses.

CONTACT

5. Geographical Address of Business:

Honeysuckle Cottage
The Green
Great Bourton
Banbury
Oxfordshire
OX17 1QH

6. Telephone Number: 01295 - 758519
7. Email: martin@martin-damen.co.uk

AVAILABILITY OF TERMS & CONDITIONS

8. These Terms & Conditions are available to view on the website (www.martin-damen.co.uk) and may be downloaded from that site.

LANGUAGES OFFERED

9. The website www.martin-damen.co.uk will be available in English only. Martin Damen is not liable for any errors generated if customers access the website using translation software. Paypal™ may provide its services in a variety of languages.

ELECTRONIC COMMERCIAL COMMUNICATION

10. Martin Damen will only send marketing material to previous students or those requesting information. Recipients can request removal from the mailing list at any time.

GUARANTEES

11. Goods and services are provided without guarantee. However, customers retain their full legal rights.

COMPLAINTS

12. Complaints should be made using the contact details given in Section 1.

INSURANCE

13. Martin Damen is covered by public liability insurance covering the following activities:
 - a. Art & Craft Skills.
 - b. Art & Craft Workshops.
 - c. Pole Lathe demonstrations (including "Have-a-Go").
 - d. Carving.
14. Insurance is provided by Royal & SunAlliance Insurance plc through the independent insurance intermediary Hencilla Canworth Limited on behalf of the Association of Pole Lathe Turners and Green Woodworkers.

SECTION 2 - SALE OF GOODS

PRICING

15. Prices for products are displayed on the relevant pages on the website.
16. The prices include any applicable UK taxes.
17. The Delivery charges are added and displayed as part of the checkout process. You will be given the opportunity to cancel an order if you do not agree to the delivery costs.

PAYMENT FOR GOODS

18. Payments for goods can be made online using Paypal™.

MAKING AN ONLINE PURCHASE

19. The customer is taken through the following steps when making online purchases:
 - a. The customer may browse the online shop pages and click “Add to Cart” against any item or items they wish to purchase.
 - b. Once the customer has selected all the items they wish to purchase they should select their delivery country so that accurate postage charges can be calculated.
 - c. The customer should then click the “Checkout with Paypal”™ button at the bottom of the screen. The payment process is then controlled by Paypal™ and has the stages illustrated:



Choose a way to Pay

20. The customer will then be presented with a screen giving the option to either pay using the customer’s Paypal™ account or using a credit or debit card. An Order Summary is also displayed.
21. The customer can cancel the order using the link at the bottom of the screen.

Making a Payment using a Paypal™ Account

22. If the customer selects to pay using their Paypal™ account they will be asked to login and should supply the user name (email address) and password used to create their Paypal™ account.

Making a Payment using a Credit or Debit Card

23. Alternatively, if customers wish to pay by credit or debit card, Paypal™ will request the following information:
- a. Card details.
 - b. Customer's name.
 - c. Customer's Address.
 - d. Customer's telephone number.
 - e. Customer's email address.

Review your Information

24. Having entered the above information or logged in to their Paypal™ account, the customer will then be presented with a review of the order including delivery and contact details. The customer can make changes to the delivery address and add a note to seller.
25. Customers can cancel the order using the link at the bottom of the screen or click "continue".

Payment Confirmation

26. On clicking "continue", Customers will be presented with an invoice of the order. They have the option to continue shopping or clicking the "Pay Now" button to finalise the purchase.

CONCLUDING A CONTRACT - ONLINE PAYMENT

27. Online payments are handled using Paypal™. A contract is deemed to be concluded i.e. binding when the customer clicks on the "Pay Now" button.
28. Paypal™ will email the customer with confirmation of the purchase. Customers should print and retain the email for future reference.

DELIVERY OF PRODUCTS

29. Goods will be dispatched within 7 days of an order being placed.
30. Goods will be dispatched using the Royal Mail.
31. Goods dispatched overseas will be sent by Airmail.

32. UK Customers can expect goods to be delivered the next working day¹ after dispatch. Overseas customers can expect delivery within the following timeframes after dispatch:
- a. Western Europe within three working days.
 - b. Eastern Europe within five working days.
 - c. The rest of the world in five to seven working days.

CANCELLATION OF ORDERS FOR GOODS BOUGHT ONLINE

33. Customers may cancel an order and get a refund if cancellation is made within 7 working days of receipt of the goods.
34. Refunds will be made as soon as possible but within 30 days.
35. In the event of the customer cancelling an order they are to return the goods. The customer is responsible for cost of return including insurance (this may be refunded if the goods are found to be faulty). Returned goods must be dispatched to Martin Damen within 7 working days.

SECTION 3 - PURCHASE OF COURSE PLACES

PRICING

36. Prices for courses are displayed on the relevant pages on the website.
37. The prices include any applicable UK taxes.

PAYMENT FOR COURSE PLACES

38. Payments for course places can be made:
 - a. Online using Paypal™; OR
 - b. By cheque (having booked a place online or by telephone).

PURCHASING COURSE PLACES ONLINE

39. The process by which customers can purchase course places online using Paypal™ is described at Paragraphs 19 - 26.

CONCLUDING A CONTRACT - ONLINE PAYMENT

40. Online payments are handled using Paypal™. A contract is deemed to be concluded i.e. binding when the customer clicks on the "Pay Now" button.
41. Paypal™ will email the customer with confirmation of the purchase. Customers should print and retain the email for future reference.
42. Having purchased one or more course places Martin Damen will email you in order to obtain some personal details.

PURCHASING COURSE PLACES - PAYMENT BY CHEQUE

43. Customers wanting to pay for course places by cheque have two options:
 - a. Telephone Martin Damen to discuss which course is required and to arrange for a cheque to be sent; OR
 - b. Complete an online booking form to book a place. The customer will then be emailed to confirm a booking and to arrange the deposit or full fee to be paid.

CONCLUDING A CONTRACT - PAYMENT BY CHEQUE

44. When a payment is made by cheque a contract is deemed to be concluded when funds have been paid and cleared into Martin Damen's account. However, the following should be noted that where just the required deposit is paid at the time of booking, the place is secured only when funds are cleared.

DELIVERY OF COURSES

45. Courses will be delivered on the dates published on the website **www.martin-damen.co.uk** or, in the case of private tuition, on the dates agreed between the customer and Martin Damen.

CANCELLATION OF COURSE BOOKING

46. Customers have 7 working days from the date of purchase (i.e. the date that the course fee or deposit funds have cleared) to cancel a course booking. Cancellations are to be made in writing either posted or email. In the event of a customer cancelling a course booking a full refund of any money paid will be made within 30 days.
47. Cancellations made after the initial 7-day period and late bookings made less than 7 days before the start of a course will be subject to a £50 cancellation fee (i.e. loss of deposit). No refunds will be made in the case of cancellations made less than 30 days before the start of the course unless the place can be filled.

CANCELLATION OF COURSE

48. In the unlikely event that Martin Damen has to cancel a course due to bad weather, illness or other reason customers will be offered alternative dates. If suitable dates cannot be agreed, then a full refund of any money paid will be made.

LATE ARRIVALS

49. Due to the significant health and safety issues that surround carving courses students must arrive on time i.e. by 9am on the first day. Those arriving after 09.30am will not be accepted on the course and will lose the course fee.

SECTION 4 – PURCHASE OF GIFT CERTIFICATES

50. Gift Certificates are available to purchase for the full price of a course. They are not tied to a specific course allowing the recipient to book a place that is suitable for them.
51. While Gift Certificates do not have a time limit, if they are used more than 1 year after purchase a small additional charge will be payable if course costs have increased.

PRICING

52. Prices for courses are displayed on the relevant pages on the website.
53. There is a small additional charge to cover the cost of First Class postage.
54. The prices include any applicable UK taxes.

PAYMENT FOR GIFT CERTIFICATES

55. Payments for Gift Certificates can be made:
- a. Online using Paypal™.
 - b. By cheque (having ordered a Gift Certificate by telephone or email).

PURCHASING GIFT CERTIFICATES ONLINE

56. The process by which customers can purchase gift certificates online using Paypal™ is described at Paragraphs 19 – 26.

CONCLUDING A CONTRACT – ONLINE PAYMENT

57. Online payments are handled using Paypal™. A contract is deemed to be concluded i.e. binding when the customer clicks on the “Pay Now” button.
58. Paypal™ will email the customer with confirmation of the purchase. Customers should print and retain the email for future reference.

PURCHASING GIFT CERTIFICATES – PAYMENT BY CHEQUE

59. Customers wanting to pay by cheque should telephone Martin Damen to discuss which Gift Certificate is required and to arrange for a cheque to be sent.

CONCLUDING A CONTRACT – PAYMENT BY CHEQUE

60. When a payment is made by cheque a contract is deemed to be concluded when funds have been paid and cleared into Martin Damen’s account. However, it should be noted that Gift Certificates might be dispatched before funds are cleared but Martin Damen has no obligation to do so.

DELIVERY OF GIFT CERTIFICATES

61. Gift Certificates will be dispatched within 7 days of an order being placed.
62. Gift Certificates will be dispatched by Royal Mail First Class post.
63. Customers can expect Gift Certificates to be delivered the next working day after dispatch.

CANCELLATION OF ORDER FOR A GIFT CERTIFICATE

64. Customers have 7 working days from the date of purchase to cancel a Gift Certificate. Cancellations are to be made in writing either posted or email. In the event of a customer cancelling a Gift Certificate a full refund of any money paid will be made within 30 days.

RECIPIENTS REDEEMING GIFT CERTIFICATES

65. Recipients of Gift Certificates should contact Martin Damen by telephone to book a course place.

DELIVERY OF COURSES

66. Courses will be delivered on the dates published on the website **www.martin-damen.co.uk** or, in the case of private tuition, on the dates agreed between the recipient of the gift certificate and Martin Damen.

CANCELLATION OF COURSE BOOKING

67. Recipients have 7 working days from the date of booking to cancel a course booking. Cancellations are to be made in writing either posted or email. In the event of the recipient of a Gift Certificate cancelling a course booking they will be offered a place on an alternative course. Alternatively, at the request of the recipient a full refund of any money paid will be made within 30 days to the original purchaser of the Gift Certificate.
68. Cancellations made after the initial 7 day period after booking and late bookings made less than 7 days before the start of a course will be subject to a £50 cancellation fee which will be deducted from the value of the Gift Certificate. No refunds will be made in the case of cancellations made less than 30 days before the start of the course unless the place can be filled.
69. Recipients will then be required to pay the £50 fee when rebooking a course place and before being accepted on a course. If at this stage the recipient of the Gift Certificate requests a refund, the value of the certificate less £50 will be paid to the original purchaser of the Gift Certificate.

CANCELLATION OF COURSE

70. In the unlikely event that Martin Damen has to cancel a course due to bad weather, illness or other reason recipients of Gift Certificates will be offered alternative dates. If

suitable dates cannot be agreed then a full refund of any money paid will be made to the original purchaser of the Gift Certificate.

LATE ARRIVALS

71. Due to the significant health and safety issues that surround carving courses students must arrive on time i.e. by 9am on the first day. Those arriving after 09.30am will not be accepted on the course. In the case of recipients of Gift Certificates arriving after 09.30am no refund will be made.

¹ Working days are Monday, Tuesday, Wednesday, Thursday and Friday excluding Public Holidays.