

Terms & Conditions

(as at 5th March 2020)

These Terms & Conditions cover the following:

- Section 1 – Introduction.
- Section 2 – Sale of Goods.
- Section 3 – Purchase of Places on Programmed Courses.
- Section 4 – Purchase of Private Tuition.
- Section 5 – Purchase of Gift Vouchers.

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.martindamen.com) 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\[at\]martindamen.com](mailto:martin[at]martindamen.com)

AVAILABILITY OF TERMS & CONDITIONS

8. These Terms & Conditions are available to view on the website (www.martindamen.com) and may be downloaded from that site.

LANGUAGES OFFERED

9. The website www.martindamen.com 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 by clicking "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 PLACES ON PROGRAMMED COURSES

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 online using Paypal™.

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.

DELIVERY OF COURSES

43. Courses will be delivered on the dates published on the website **www.martindamen.com** or, in the case of private tuition, on the dates agreed between the customer and Martin Damen.

CANCELLATION OF COURSE BOOKING

44. Customers have 7 working days from the date of purchase 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.
45. Cancellations made after the initial 7-day period and more than 30 days before the start of the course will be subject to a £50 cancellation fee.
46. 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

47. 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

48. Due to the significant health and safety issues that surround carving courses students must arrive on time i.e. by 09.00hrs on the first day. Those arriving after 09.30hrs will not be accepted on the course and will lose the course fee.

SECTION 4 - PURCHASE OF PRIVATE TUITION

PRICING

49. The price of private tuition is displayed on the relevant page on the website.
50. The prices include any applicable UK taxes.

PAYMENT FOR PRIVATE TUITION

51. Customers contact Martin Damen to confirm their private tuition requirements and to agree dates. Customers will then be sent a Paypal™ invoice by email for the tuition fee.
52. On receipt of the invoice the customer clicks the “View and Pay Invoice” button. Paypal™ will display the invoice details along with a “Pay [amount of the invoice]” button.
53. When the customer clicks the “Pay” button Paypal™ opens a new window giving the options to either “Log in to PayPal” or “Pay by Debit or Credit Card”.
54. When the customer clicks the desired option, the following action will happen:
 - a. “Log in to PayPal”:
 - i. Login to Paypal.
 - ii. Select whether you wish to pay from your PayPal balance or select a card to use to make payment.
 - iii. Click Pay.
 - b. “Pay by Debit or Credit Card”:
 - i. Enter card and personal details as prompted. Note that “Your financial details won’t be shared with the merchant.”
 - ii. Click “Agree and Pay”.

CONCLUDING A CONTRACT - SETTLING PAYPAL™ INVOICE

55. The settling of Paypal™ invoices is handled by Paypal™. A contract is deemed to be concluded i.e. binding when the customer settles the invoice by either clicking “Pay” or “Agree and Pay”.
56. Paypal™ will email the customer with confirmation of the purchase. Customers should print and retain the email for future reference.
57. Having paid the invoice Martin Damen will email you in order to obtain some personal details.

DELIVERY OF COURSES

58. The private tuition will be delivered on the dates agreed between the customer and Martin Damen.

CANCELLATION OF PRIVATE TUITION BOOKING

59. Customers have 7 working days from the date of purchase to cancel a booking for private tuition. 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.
60. Cancellations made after the initial 7-day period and more than 30 days before the start of the course will be subject to a £50 cancellation fee.
61. No refunds will be made in the case of cancellations made less than 30 days before the start of the course.

CANCELLATION OF COURSE

62. In the unlikely event that Martin Damen has to cancel a booking for private tuition 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

63. Courses normally start at 09.00hrs. If customers arrive after 09.30am for private tuition it is at the discretion of Martin Damen whether to extend the teaching day. No refund will be made.

SECTION 5 - PURCHASE OF GIFT VOUCHERS

64. Gift Vouchers are available to purchase for the full price of one or two days' private tuition. Vouchers are issued for a named individual, not necessarily the purchaser, and are valid for one year from the date of purchase.
65. Vouchers may be transferred to another individual subject to the agreement of Martin Damen.
66. No refund will be issued for gift vouchers that have expired.

PRICING

67. Prices for gift vouchers are displayed on the relevant pages on the website.
68. The prices include any applicable UK taxes.

PAYMENT FOR GIFT VOUCHERS

69. Payments for Gift Vouchers can be made online using Paypal™.

PURCHASING GIFT VOUCHERS ONLINE

70. The process by which customers can purchase gift Vouchers online using Paypal™ is described at Paragraphs 19 - 26.

CONCLUDING A CONTRACT - ONLINE PAYMENT

71. 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.
72. Paypal™ will email the customer with confirmation of the purchase. Customers should print and retain the email for future reference.

DELIVERY OF GIFT VOUCHERS

73. Gift vouchers are issued in PDF format and are emailed to the purchaser within 7 days of an order being placed.

CANCELLATION OF ORDER FOR A GIFT VOUCHER

74. 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.

GIFT VOUCHERS - BOOKING DATES BY RECIPIENTS

75. It is the responsibility of the recipient of the gift voucher to contact Martin Damen to arrange a mutually agreed date for the private tuition to take place.

DELIVERY OF PRIVATE TUITION

76. The private tuition will be delivered on the dates agreed between the recipient of the gift certificate and Martin Damen.

CANCELLATION OF PRIVATE TUITION BOOKING

77. 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 an alternative date. 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.

78. Cancellations made after the initial 7-day period after booking 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 agreed dates.

79. Recipients will then be required to pay the £50 fee when rearranging dates for the private tuition. 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 PRIVATE TUITION

80. In the unlikely event that Martin Damen has to cancel a course due to bad weather, illness or other reason recipients of Gift Vouchers 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

81. Courses normally start at 09.00hrs. If recipients of Gift Vouchers arrive after 09.30am it is at the discretion of Martin Damen whether to extend the teaching day. No refund will be made.

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