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OUR TERMS AND CONDITIONS

1 INTRODUCTION

1.1 **What these terms cover.** These are the terms and conditions on which we supply products to you. No other terms are implied by trade, custom, practice or course of dealing.

1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2 WHO WE ARE AND CONTACT INFORMATION

2.1 **Who we are.** We are Grasslands (Nurseries) Limited (trading as Grasslands Nursery) a company registered in England and Wales ("we", "us", "our"). Our company registration number is 02616875 and our registered office is at Grasslands Nursery, Hawthorn House, Free Green Lane, Peover Superior, Knutsford, Cheshire WA16 9QY and our trading address is at Grasslands Nursery, Free Green Lane, Lower Peover, Knutsford, WA16 9QY.

2.2 How to contact us.

2.2.1 You can contact us by telephoning our customer service team on **01565 722 766** or in writing via our website contact form at www.grasslands.co.uk/contact/ or via post at **Grasslands Nursery, Free Green Lane, Lower Peover, Knutsford WA16 9QY**. Please note that:

2.2.1.1 Letters received via post will be deemed to have been received two working days following the postmark date.

2.2.1.2 Working days are Monday to Friday. Saturday and Sunday are not working days.

2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3 OUR CONTRACT WITH YOU

3.1 **How we will accept your order.** Our acceptance of your order will take place when we send to you an email confirmation of acceptance, at which point a contract will come into existence between you and us.

3.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and refund any monies that you have paid in respect of the order. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.

3.3 **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

3.4 **We only sell to the UK.** Our website is solely for the promotion of our products in the UK. We do not deliver to addresses outside the UK.

4 OUR PRODUCTS

Products may vary from their pictures. The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the indicative colours and other aspects of the plants accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour and other aspects of the plants. Your product may vary from those images, and by their nature plants are unique, living, and perishable goods.

5 YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the product you have ordered please contact us via the contact information above at paragraph 2.2. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

6 OUR RIGHTS TO MAKE CHANGES

We reserve the right to make such changes as we (in our sole discretion) may deem to be necessary in respect of the products save that if any such changes would

materially affect your order we will provide you with the opportunity to cancel your order before we dispatch it.

7 DELIVERY

- 7.1 **Delivery costs.** The costs of delivery will be as displayed to you on our website.
- 7.2 **When we will provide the products.** During the order process we will let you know when we will deliver the products to you.
- 7.3 **We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. We will not be liable for delays caused by the event. Such events shall include (but shall not be limited to):
- 7.3.1 Adverse weather, including but not limited to: ice, flooding, severe winds, fog, snow, etc.;
 - 7.3.2 Acts of God;
 - 7.3.3 Civil disturbances, including but not limited to: acts of terrorism, riots, etc.;
 - 7.3.4 Road closures;
 - 7.3.5 Failures in telecommunication and power systems, including breakdowns or failures of plant and machinery (including vehicles), etc.;
 - 7.3.6 Default of suppliers, delivery agents, service providers, etc.;
 - 7.3.7 Industrial action of any kind; and
 - 7.3.8 Any other event of any nature beyond our reasonable control.
- 7.4 **Collection by you.** If you have asked to collect the products from our premises (located at the **Plant Centre, Grasslands Nursery, Free Green Lane, Over Peover, Knutsford, Cheshire WA16 9QY**) and we have agreed to this you can collect them from us at any time during our working hours of 9:00 am to 4:30 pm on weekdays (excluding public holidays), and Saturdays and Sundays between 9:00 am and 4:30 pm.
- 7.5 **If you are not at the delivery location when the products are delivered or you do not allow us access to deliver the products.**

- 7.5.1 If no one is available at your address to take delivery of the products or if there is not sufficient access to your property to deliver the products as arranged (according to this paragraph 7.5 and paragraph 7.9) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange an alternative delivery method then we may end the contract and paragraph 11.2 will apply.
- 7.5.2 We use couriers with large goods vehicles to deliver our products and it is your responsibility to notify us in writing by at least 2:00 pm on the day before the proposed delivery date of any potential access problems to your nominated delivery address.
- 7.5.3 If, on receipt of such notification set out in paragraph 7.5.2, we or our courier (in our or their sole discretion) deem that delivery to your nominated delivery address is not possible, then we reserve the right to end the contract. Provided we have received sufficient notice you will be eligible for a refund.

7.6 **Delivery times.**

- 7.6.1 We cannot deliver the products for a particular time on a delivery date and the products may be delivered at any time on a particular delivery date. This will not be earlier than 6:00 am but will be before 8:00 pm. If you require a product to be available on a particular date then you must arrange for the product to be delivered **before the date you require the product.**

- 7.7 **When you become responsible for the products.** Products will be your responsibility from the time we deliver the products to the address you gave us or you collect them from us, where collection is agreed.

- 7.8 **When you own products.** You own products once we have received payment in full.

- 7.9 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the products to you, for example, information regarding access issues to the property you have provided as your delivery address. If so, this will have been outlined in our order acceptance confirmation email to you, or elsewhere in the ordering process. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and paragraph

11.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

7.10 **Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product to:

7.10.1 deal with problems relating to the product (such as disease, weather damage, or other similar matters);

7.10.2 make changes to the product as requested by you or notified by us to you (see paragraphs 5 and 6).

7.11 **Your rights if we suspend the supply of products.** We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. If we have to suspend the product we will adjust the price so that you do not pay for products while they are suspended. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

7.12 **Pallets and packaging.** Packaging and/or pallets used in the delivery of the products will be left with you at your delivery address. Neither we nor our delivery agents shall be responsible for disposing of pallets or packaging. Neither we nor our delivery agents shall be responsible for unloading the products from any pallets used. The products may be delivered by our or our delivery agents unloading the pallets by the curbside of your delivery address, or other nearby location, following their being removed from the delivery vehicle. In some circumstances our delivery agents may (if they are able) unload the pallets to another location if agreed with you at the time of delivery, but we cannot guarantee that this will be possible. In particular, our delivery agents will not under any circumstances unload in an area that requires them to navigate over gravel, grass, or other moveable surface.

7.13 **Signatures.** Smaller orders require a signature on delivery. Should you have any queries as to whether your products will require a signature on delivery, please contact us via the details provided at paragraph 2.2.

8 DEALING AS A CONSUMER OR AS A BUSINESS

8.1 **Business or trade customers.** If you are not dealing with us as a consumer, then paragraphs 9, 10, 11, 12, and 16.6 shall not apply but all other clauses shall.

- 8.2 **Consumer customers.** If you are dealing with us as a consumer, then paragraphs 13 and 14 shall not apply but all other clauses shall.

CONSUMERS

9 YOUR RIGHTS TO REJECT THE PRODUCTS OR END THE CONTRACT

- 9.1 Please note that plants, shrubs, turf and other living products ("**Perishable Products**") are perishable goods and as such your right to reject Perishable Products under section 22 of the Consumer Rights Act 2015 is one day from their delivery to you.

- 9.2 **You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

9.2.1 **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the product replaced or to get some or all of your money back), **see** paragraph 12;

9.2.2 **If you want to end the contract because of something we have done or have told you we are going to do, see** paragraph 9.3;

9.2.3 **If you have just changed your mind about the product, see** paragraph 9.4. Your usual rights to change your mind within a cooling off period do not apply in respect of any Perishable Products but we do offer a limited right as set out in paragraph 9.4. You may be able to get a refund for other products if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods; and

9.2.4 **In all other cases (if we are not at fault and there is no right to change your mind), see** paragraph 9.5.

- 9.3 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

9.3.1 we have told you about an upcoming change to the product or these terms which you do not agree to (see paragraph 6);

9.3.2 we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;

9.3.3 there is a risk that supply of the products may be significantly delayed because of events outside our control; or

9.3.4 you have a legal right to end the contract because of something we have done wrong.

9.4 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).**

9.4.1 For most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013 ("Regulations"), are explained in more detail in these terms. The Regulations only apply if you are dealing with us as a consumer.

9.4.2 The right to cancel under the Regulations does not apply to contracts for the supply of Perishable Products but we do allow a right to cancel contracts for the supply of Perishable Products within one day of their delivery to you.

9.5 **Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind (see paragraph 9.1), you can still end the contract before it is completed, but you may have to pay us compensation. The contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

10 **HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)**

10.1 **Tell us you want to end the contract.** Please let us know in writing via one of the methods set out at paragraph 2.2 (excluding via telephone).

10.2 **Returning products after ending the contract.**

10.2.1 If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must return the goods to us by the same method which they were sent to you, either in person, or by the same courier who delivered them to you to us at **Grasslands Nursery, Free Green Lane, Lower Peover, Knutsford WA16 9QY**. If you are exercising your right to change your mind you must send us the goods within

14 days of telling us you wish to end the contract, other than in respect of Perishable Goods which must be returned within 2 days of telling us you wish to end the contract.

10.2.2 Return expenses (such as postage, etc.) will be at your expense.

10.3 **How we will refund you.** We will refund you the price you paid for the products including the original delivery costs up to the cost of the cheapest method of delivery available for the products (but excluding any delivery costs relating to the products' return, in accordance with paragraph 9.2.2), by the method you used for payment. However, we may make deductions from the price, as described below, and if you choose a more expensive delivery option then we will not refund the difference in price between them the cheapest delivery option and that more expensive option.

10.4 **Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind, we may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the product, if this has been caused by you failing to care for or maintain them in accordance with the supplied guidance. As the Perishable Products are particularly susceptible to damage through mistreatment or failure to adequately care for them you must ensure that you follow the supplied guidance at all times that the products are in your possession and control. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, or failed to properly care for them, you must pay us an appropriate amount.

10.5 **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:

10.5.1 If the products are goods and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For information about how to return a product to us, see paragraph 9.2.

10.5.2 In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

11 OUR RIGHTS TO END THE CONTRACT

11.1 **We may end the contract if you break it.** We may end the contract for a product at any time by writing to you if:

- 11.1.1 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products;
- 11.1.2 you do not, within a reasonable time, allow us to deliver the products to you or collect them from us; or
- 11.1.3 you do not, within a reasonable time, allow us access to your premises to supply the services.

11.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in paragraph 11.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

12 IF THERE IS A PROBLEM WITH THE PRODUCT

12.1 **How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can telephone our customer service team via the details provided at paragraph 2.2.

12.2 **Photographs of the problems.** You must send us photographs showing the problems with the products where we have requested that you do so. All photographs should be sent as attachments (maximum file size 9MB) to: support@grasslands.co.uk. These photographs will be used by us to assist in determining whether or not there is a problem with the product. Please note that plants and shrubs by their nature will not be uniform and a degree of variance in size (within the parameters or tolerances set out in our website), leaves, flowers etc. is normal and does not constitute a fault or problem with such products.

12.3 **Summary of your legal rights if dealing as a consumer.** We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

Summary of your key legal rights if you are dealing with us as a consumer

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

If your product is **goods**, for example flowers and plants, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality at

the time that they are delivered. See also paragraph 9.4.

- 12.4 **Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products you must return them in person to where you bought them, or send them back to us using the same courier we used to deliver them to you. You will pay the costs of postage.

BUSINESSES

13 RETURN AND REFUND

- 13.1 You may cancel the Contract and receive a refund only in the event that the products are faulty or mis-described and only if you notify us as set out in clause 13.3 within two days of completion of delivery of the products.
- 13.2 To cancel the Contract, you must contact us by telephoning our customer service team on 01565 723 831 or in writing via our website contact form at www.grasslands.co.uk/contact. If you use this method we will email you to confirm we have received your cancellation.
- 13.3 If you have returned the products to us under this clause 13, we will refund the price of the products and will refund you on the credit card or debit card used by you to pay.
- 13.4 You must return the products to us without undue delay and in any event not later than 2 days after the day on which you let us know that you wish to cancel the Contract. You must return the products to us by the same method which they were sent to you, either in person, or by the same courier who delivered them to you to us at Grasslands Nursery, Free Green Lane, Lower Peover, Knutsford WA16 9QY. Return expenses (such as postage, etc.) will be at your expense.

14 OUR WARRANTY FOR THE PRODUCTS

- 14.1 The products are intended for use only in the UK. We do not warrant that the products comply with the laws, regulations or standards outside the UK.
- 14.2 We provide a warranty that on delivery the products shall:
- 14.2.1 conform in all material respects with their description (taking into account the non-uniform nature of plants and shrubs and any parameters or tolerances set out on our website);
 - 14.2.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

14.3 Subject to clause 12.4, if:

- 14.3.1 you give us notice in writing within two days of delivery that some or all of the products do not comply with the warranty set out in clause 14.2;
- 14.3.2 we are given a reasonable opportunity of examining the products; and
- 14.3.3 if we ask you to do so, you return the products to us at your cost,

we will, at our option, replace the defective products or refund the price of them in full.

14.4 We will not be liable for breach of the warranty set out in clause 12.2 if:

- 14.4.1 you make any further use of the products after giving notice to us under clause 12.3;
- 14.4.2 the defect arises as a result of you failing to care for the products in accordance with the supplied care guide; or
- 14.4.3 the products differ from their description or specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

14.5 We will only be liable to you for the products' failure to comply with the warranty set out in clause 14.2 to the extent set out in this clause 14.

14.6 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from our contract with you.

14.7 These terms and conditions also apply to any repaired or replacement products supplied by us to you.

15 PRICE AND PAYMENT

15.1 **Where to find the price for the product.** The price of the product (which includes any applicable VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see paragraph 15.3 for what happens if we discover an error in the price of the product you order.

15.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

15.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

15.4 **When you must pay and how you must pay.**

15.4.1 We accept payment with those payment providers shown on our website from time to time.

15.4.2 You must pay for the products before we dispatch them.

15.5 **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 8% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

16 **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

16.1 **We are responsible to you for foreseeable loss and damage caused by us.** Subject to paragraphs 14.3 and 14.4, if we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

16.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products; and for defective products under the Consumer Protection Act 1987

16.3 **Damage to your property.** We are not responsible for the cost of repairing any pre-existing faults or damage to your property. Neither we, nor our delivery agents, are responsible for any damage to your property caused during delivery.

16.4 **We are not liable for business losses.** If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity and our maximum monetary liability to you will be an amount equal to the price paid for the affected products.

17 **HOW WE MAY USE YOUR PERSONAL INFORMATION**

How we may use your personal information. We will only use your personal information as set out in our privacy policy, a copy of which is viewable at www.grasslands.co.uk/privacy-policy-cookie-restriction-mode.

18 **OTHER IMPORTANT TERMS**

18.1 **We may transfer this Agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation.

18.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

18.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

18.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

18.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

18.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in

respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.