

# Terms & Conditions

Last updated: July 30th 2018

## Terms & Conditions

**The Customer's attention is particularly drawn to the provisions of clauses 3.6 and 3.7**

### 1. General

In these conditions of sale:

**The company** means Online Market Trading Ltd. Registered address: Online Market Trading Ltd, Mickering Farm, Mickering Lane, Aughton, Ormskirk, Lancashire, L39 6SR, Company No. 10304782.

Correspondence address: Online Market Trading, Mickering Lane, Aughton, Nr Ormskirk, Lancashire, L39 6SR

**The customer** means any person contracting with the company for the supply of products or services.

**Delivery means** delivery by the company or any subcontractor employed by the company directly or indirectly.

These conditions may only be modified by a variation in writing signed on behalf of the company by a Director.

Submission of a purchase order online will be taken as agreement to these conditions of sale.

### 2. Supply of Products

Products are sold under the express understanding that:

1. Contracts for the supply of goods or services to retail or domestic customers are governed by The Sale of Goods Act 1979 (as amended) and supplied in compliance with, Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, (CCICAR). Any customers contacting in the course of their business are excluded from consumer protection legislation and are contacting with the company on a business to business basis.
2. The customer fully is made aware that turf is a natural product. We cannot guarantee that the appearance and/or colours of products shown on this site exactly reproduce the appearance and/or colours of the physical products themselves. Natural products may show some colour variations. All sizes quoted are approximate.
3. The customer fully understands that turf is a product which is liable to deteriorate or expire rapidly, which must be properly laid on properly prepared ground with no risk to drought and adequately watered within 6 hours of delivery if conditions are dry.

4. The company require any complaint to be made in writing by the customer within a reasonable time after collection or delivery. If the customer is dissatisfied with the product then it must be returned to the company within 14 working days after the complaint has be logged. A refund will then be made for the original purchase price, return charges may apply.
  5. As turf is classed as a product which is liable to deteriorate or expire rapidly (CCICAR 2013), if the customer is dissatisfied with the product we ask that photos of the turf are emailed to us as soon as possible after delivery to [info@onlineturf.co.uk](mailto:info@onlineturf.co.uk).
  6. All prices quoted by the company include the cost of delivery unless otherwise stated.
  7. Customers are required to pay by credit card/debit card at the time of ordering.
  8. Prices quoted are all-inclusive & delivered unless otherwise stated.
  9. Our turf products are a blend of various grasses and may contain some other non-desirable grasses such as Poa Annua. Turf should be inspected whilst being laid and any turf found to be unsatisfactory rejected before laying takes place. Any claim for non-desirable grasses or disease will not be allowed after a reasonable period which will not exceed four weeks.
  10. All turf (however delivered) shall be at the customers risk from the time of collection (if so collected) or from the time of delivery. After such time the company shall be under no liability for loss or damage or deterioration of the turf from whatever cause arising.
  11. At certain points in the year, leatherjackets can be found in the turf. Typical pesticides which have traditionally be used to treat these are no longer available, they will however hatch and fly away. Leatherjackets found in the turf are not valid grounds for a refund or product replacement.
3. Delivery
1. The company will make every effort to deliver turf on the agreed date, but if for any reason the company is unable to deliver then no liability whether in damages or otherwise for delay of whole or any part of the goods ordered arising from any cause will be accepted.
  2. Delivery by the company shall be conditional upon access free from encumbrances and good roads being available to the haulage company's vehicles to the place of delivery.
  3. The company will not accept any liability for damages to property caused during delivery.

4. Any additional charges incurred during delivery (i.e. parking charges, etc) will be at the liability of the customer.
5. If the company, or its agent cannot gain access to the delivery address then additional costs may be incurred. Deliveries are made using large vehicles, typically 18 tonne wagons, and it is the customers responsibility to inform the company if there may be an access problem. In such cases that delivery, in the opinion of the company is not possible, then the company reserves the right to cancel the order. The company must be informed of any possible access problems before 2.00 pm on the day prior to delivery.
6. Delivery vehicles use tail lift offloading, and it must be emphasised that the delivery vehicle must be able to park in the area where the delivery is to be made. A pallet truck is then used to manoeuvre the goods off the tail lift to the kerbside delivery point. The customer, or somebody appointed by the customer, should be at the delivery point to accept the delivery. The delivery drivers are only contracted to deliver the goods to the kerbside. The goods will be palletised and shrink wrapped.
7. E-mail confirmation of orders also request the customer to contact the company if a delivery problem may occur. A list of likely problems are also enclosed on the e-mail confirmation. The kerbside delivery point must be flat and hardstanding. We cannot deliver to hills, slopes, inclines or gravel. If you have any concerns over the delivery you must contact the company by 2pm the day before scheduled delivery.
8. Whilst every effort will be made to carry out any delivery instructions passed on, this is not always possible. Any instructions left for delivery are at the discretion of the driver and do not waive the standard kerbside terms and conditions.
9. Deliveries requested AM are to be delivered before 13:00 and PM deliveries after 12:00. Failure to meet these times will result in a refund for the extra cost paid for AM or PM. The actual time of delivery must be written on the delivery note and signed for. If the drop is requested without a signature no refund can be applied. Orders of goods which are liable to deteriorate or expire rapidly cannot be cancelled if they are still delivered on the selected delivery date. Anytime deliveries are usually between 8am and 6pm. We are not responsible for delays outside our control.
10. Any shortfall in the quantity delivered, or damages to the product, must be written on the delivery note at the time of delivery. When

signing for the goods you are agreeing they have been received in full and in good order. We cannot offer any refunds or replacements without this. It is at your own risk if you are not at the property to receive and check the goods.

#### 4. Cancellation/Returns Policy

1. The customer has the right to cancel any product or services, except goods which are liable to deteriorate or expire rapidly which are listed in sub point 4 below. Any cancellation must be made within 14 days from the date of the delivery.
2. Cancellation needs to be done in a clear statement made by the customer, setting out the decision to cancel the contract. We recommend doing this in writing to one of the following:
  1. Electronic Mail to [cancellations@northwestturf.co.uk](mailto:cancellations@northwestturf.co.uk)
  2. Fax to 01695 424251
  3. Letter to North West Turf Ltd, Mickering Lane, Aughton, Nr Ormskirk, Lancashire, L39 6SR. Letters will be deemed to be received two working days following the postmark date.
3. Customers are required to return the goods, at their own expense, to North West Turf Ltd, Mickering Lane, Aughton, Nr Ormskirk, Lancashire, L39 6SR without undue delay and in any event not later than 14 days after the cancellation.
4. Goods which are liable to deteriorate or expire rapidly (eg. turf) are excluded from cancellation under Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, (CCICAR). This does not affect your statutory rights.

#### 5. Order amendments

Any order amendments must be made before goods are dispatched, this may be up to two working days prior to delivery. Once dispatched, goods which are liable to deteriorate or expire rapidly are excluded from cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (CCICAR). Cancellation of non-perishable goods after dispatch will be subject to return charges.

#### 6. Working Days

Working days are Monday, Tuesday, Wednesday, Thursday, Friday. Saturday and Sunday are not working days.

These conditions and any contract or variation are governed by the law of England. Any disputes arising from these conditions or any contract or variation entered into by the company with the customer which cannot be settled in the ordinary course of business shall be referred to a single

arbitrator in accordance with the arbitration act 1950 or any modification thereof for the time being in force.

This policy does not affect your statutory rights

1. The customer will at all times be responsible for the security and insurance of their equipment.
2. The customer will comply with all requirements of Health & Safety Legislation
3. Delivery will be made on a kerb side delivery basis and will be the customers responsibility to move the turf from the place of delivery to the area of turf laying.
4. The company accepts no responsibility for injury or damage caused to persons or equipment whilst on company premises.