



Consumer Terms & Conditions of Sale

These terms conform to the Consumer Protection (Distance Selling Regulations) 2000 (the "DSR's") and other relevant consumer protection legislation.

PLEASE READ THESE TERMS AND CONDITIONS OF SALE CAREFULLY BEFORE PLACING YOUR ORDER. PRINT AND RETAIN A COPY OF THEM TOGETHER WITH YOUR ORDER FOR FUTURE REFERENCE.

Format of the Contract

1.1 These terms of sale apply to all goods supplied by Garden4me Limited, 13 Pure Offices, Brooks Drive, Cheadle Royal Business Park, Cheadle, Cheshire SK8 3TD

www.garden4me.co.uk

0161 641 6859

Garden4me Company Registration number 10106277.

1.2 No contract exists between you and Garden4me for the sale of any goods until Garden4me has received and accepted your order and has received payment in full (cleared funds). Once Garden4me does so, there is a binding legal contract between both parties.

1.3 On receipt of your order, an acknowledgement will be sent to you via email, using the email address you have given with your order. This e-mail will confirm the goods you have ordered, the total order price - including delivery charge and a unique order number. Acceptance of your offer to buy the goods will not take place until after your payment is taken and you receive your acceptance e-mail. It is at this point that a binding legal contract is created and any contract is subject to these Terms and Conditions.

1.4 In keeping with the DSR's, the contract is subject to your right of Cancellation and your consumer rights are not affected.

1.5 Garden4me may change these terms of sale without notice to you in relation to future sales.

2. Description and price of the goods.

2.1 The description and price of the goods you order will be as shown on Garden4me website at the time you place your order.

2.2 The goods are subject to availability. Some of the goods you have ordered may not be available from stock for immediate despatch. The delay in stocking will only be a few days,

but in certain instances, it may be longer, particularly if there has been an unexpected demand, shipping delays or other unforeseen problems. Garden4me will inform you as soon as they are made aware of such delays and will give you the opportunity to either cancel the contract, with a full refund, or to extend the term of the contract until delivery of the goods can be made. Although Garden4me will try to give you the best information available to them, they do not accept any responsibility for the correctness of the information provided. Any decision to extend the length of the contract lies with you.

2.3 The prices shown on Garden4me's website are the only prices valid when placing an order. Every effort is made to ensure that prices shown are accurate at the time you place your order. If an error is found, Garden4me will inform you as soon as possible and offer you the option of reconfirming your order at the correct price, or cancelling your order. Any pricing error shown in catalogues or magazines or papers, whether printed or virtual and/or leaflets are overridden by the prices shown on Garden4me's website.

2.4 From time to time, Garden4me may offer products at a special promotional price and the website prices will be changed to the promotional price for the duration of the promotion. The end date of the promotional price will be stated on the promotional medium and orders placed after this date will be subject to the usual price. Short term promotional prices may be featured in catalogues, magazines, papers, leaflets or e-mail promotions, will be stated to be short term promotional prices and the website price will only be valid until the stated date on which the promotion ends.

2.4 In addition to the price of the goods most dispatches are subject to a packaging and delivery charge.

3. Payment

3.1 Payment for the goods and delivery charge can be made by any method shown on Garden4me's website. Should the method of payment not be accepted by Garden4me's card processing company, you will receive notice of this and be given the opportunity to resubmit payment details or cancel your order.

3.2 All payments are taken through a secure payment method and a secure card processing company retains all credit card and debit card details. Garden4me does not take or record any such information.

3.3 Full payment will be taken on receipt of your order and there will be no delivery until cleared funds are received. This will apply to the value of your full order, even should there be a delay in shipping your order or part of it, as stated in point 2.2 above.

3.4 Payments shall be made by you without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless you have a valid promotional code or offer, or a court order requiring an amount equal to such deduction to be paid by Garden4me to you.

4. Delivery

4.1 Every effort will be made to deliver the goods as soon as possible after your order has been accepted. However, Garden4me will not be liable for any loss or damage suffered by you through unavoidable delay in delivery. In this case, Garden4me will inform you when they are aware of a delivery problem. The goods you order will be delivered to the address you typed into the delivery box when you placed your order. Garden4me accepts no responsibility for any errors or omissions you make in the delivery address, which may delay or prevent delivery by our carriers.

Our standard delivery time is 10 working days from order for stock items and colours. Any variation to this will be advised to you in person by our customer services team prior to your goods being shipped.

Our team will notify you when your order has been despatched and when you can expect delivery. We can also provide you with the courier's details and the shipment number so that you can track your package through their website.

It is advisable for you to be at home for when the delivery arrives, but you can request that the goods are left in a safe place such as with a neighbour, in the garden, or in an alternative safe place of your choosing. Please confirm these details when placing your order.

We are able to deliver 95% of our goods to customers throughout the UK and Ireland at our standard cost – shown when you place your order.

Please note that the Highlands, offshore UK islands, and Channel Islands all incur extra courier charges.

Please contact us before placing your order for a delivery quote or if you are unsure if your postcode is within the standard delivery zone.

Please also ensure your delivery address, mobile phone number/landline telephone number and email address are up to date and correct on your order and delivery address so that you receive all your dispatch and tracking notifications.

4.2 Garden4me will not be liable for any compensation for inconvenience or delay or any additional costs, which you may incur to obtain the goods. However, Garden4me will make efforts to help you to locate and achieve delivery of the parcel(s).

4.3 If delivery cannot be made to your address for reasons under the control of Garden4me, Garden4me will inform you as soon as possible and refund you for any sum that has been paid by you for delivery.

4.4 If you deliberately fail to take delivery of the goods (otherwise than by reason of circumstances under control of Garden4me) then without prejudice to any other right or remedy available to Garden4me, Garden4me may:

- 4.4.1 store the goods until actual delivery and charge you for reasonable costs (including insurance) of storage; or
- 4.4.2 sell the goods at the best readily obtainable price and (after deducting all reasonable storage and selling expenses) account to you for any excess over the price you agreed to pay for the goods or charge you for any shortfall below the price you agreed to pay for the goods.

4.5 If you fail to take delivery because you have cancelled your contract under the DSR's, Garden4me shall refund you as soon as possible and within 30 days for any sum that has been paid by you, less any expenses incurred for failed delivery.

4.6 Time for delivery shall not be of the essence. Garden4me will make efforts to supply and despatch goods as you have requested. However, the goods may be delivered by Garden4me in advance of the quoted delivery date.

4.7 Upon receipt of your order you may be asked to sign for the goods received in good condition. If you are unable to check the contents of the package at that moment in time, please sign for the parcel as "UNCHECKED". Failure to do so may affect any warranty claims that you make thereafter.

5 Risk/Title

5.1 The goods are at your risk from the time of delivery

5.2 Ownership of the goods shall not pass to you until Garden4me has received in full in cleared funds all sums due to it in respect of:

5.2.1 the goods, and

5.2.2 all other sums which are or which become due to it from you on any account.

5.3 Garden4me shall be entitled to recover payment for the goods notwithstanding that ownership of any of the goods have not passed from Garden4me.

6. Your right of cancellation

6.1 You have the right to cancel the contract at any time up to the end of 7 working days after you receive the goods (see below).

6.2 To exercise your right of cancellation, you must give written notice to Garden4me by letter or via contacting the company on its registered phone line website, giving details of your order number, the goods ordered and their delivery address.

6.3 If you exercise your right of cancellation after the goods have been delivered to you, you will be responsible for returning the goods to Garden4me at your own cost. The goods must be returned to company address at the top of this document. You must take reasonable care to ensure the goods are not damaged in the meantime or in transit.

6.4 Once you have notified Garden4me that you are cancelling the contract, Garden4me will refund or re-credit you within 30 days for any sum that has been paid by you or debited from your credit card for the goods. This will be directly refunded to your card or paid by cheque, at Garden4me's discretion. If our bank notifies us that you have asked your card company to cancel payment, Garden4me will not refund your card. If a double refund does take place, Garden4me will exercise its legal right to begin proceedings to recover the overpayment and any costs incurred will be charged to you.

6.5 If you do not return the goods as required, Garden4me may charge you a sum not exceeding the direct costs of recovering the goods.

7. Warranty

7.1 All goods supplied by Garden4me are warranted free from defects for 12 months and in the case of the 'Raised Garden' there is a life-time warranty against rotting. Lifetime is determined as the lifetime of the person who paid for the order. The guarantee runs from the date of supply. This warranty does not affect your statutory rights as a consumer.

7.2 This warranty does not apply to any defect in the goods arising from fair wear and tear, wilful damage, accident, negligence by you or any third party, use otherwise than as recommended by Garden4me, failure to follow Garden4me's instructions, or any alteration or repair carried out without Garden4me's approval.

7.3 If the goods supplied to you are damaged on delivery, you should notify Garden4me by phone, in writing via the e-mail or postal address shown below within 7 days.

7.4 If the goods supplied to you develop a defect while under warranty or you have any other complaint about the goods, you should notify Garden4me by phone, in writing via the e-mail or postal address shown below, as soon as possible, but in any event within 7 days of the date you discovered or ought to have discovered the damage, defect or complaint.

8. Limitation of Liability

8.1 garden4me's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the price paid for the goods.

8.2 Nothing in these conditions excludes or limits the liability of Garden4me for death or personal injury caused by Garden4me's negligence (refer to garden4me user manual for correct use of product) or fraudulent misrepresentation.

8.3 If you are a business customer Garden4me shall not be liable to you for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with this agreement.

9. Data Protection

Garden4me will take all reasonable precautions to keep the details of your order and payment secure but unless Garden4me is negligent, Garden4me will not be liable for unauthorised access to information supplied by you. No data, including addresses, telephone numbers, and email addresses will be released or sold on to any third party.

10. Applicable Law

These terms of sale and the supply of the goods will be subject to UK law and the UK courts will have jurisdiction in respect of any dispute arising from the contract.

11. Product images

Product images and descriptions of products are for illustrative purposes only, although Garden4me will make all attempts to ensure they are correct.

12. Returns Policy

What do you do if the items you receive are not up to standard? Please contact us by email or telephone within 7 days of receipt of the goods and we will replace the affected items or refund you the price of your purchase subject to discussions on an individual basis.

Date: 1st July 2020