

Landscapes Direct Terms of Sale

Please read these Terms of Sale carefully before placing an Order with Us.

These Terms of Sale, together with any other documents referred to herein (unless otherwise stated), set out the terms under which Goods are sold by Us through this website <https://www.landscapes-direct.com/> (“Our Site”).

These Terms of Sale explain who We are, how Our Goods will be provided to You, how You or We may change, cancel, or otherwise end the Contract, what to do in the event of problems, and other important information.

You will be required to read and accept these Terms of Sale when ordering Goods. If You do not agree to comply with and be bound by these Terms of Sale, You will not be able to order Goods from Us. These Terms of Sale, as well as all Contracts, are in the English language only.

The following documents may also apply to Your use of Our Site:

1. Our Terms of Use, (please check our website), apply to Your use of Our Site. These terms are also referred to below in Clauses 3 and 4.
2. Our Privacy Policy, (please check our website). This is also referred to below in Clause 22.
3. Our Cookie Policy, (please check our website). This is also referred to below in Clause 22.

1.1 In these Terms of Sale, unless the context otherwise requires, the following expressions have the following meanings:

“Consumer”	means You as a “consumer” as defined by the Consumer Rights Act 2015, and in relation to these Terms of Sale means You as an individual Customer of Us for Your personal use and for purposes wholly or mainly outside the purposes of any business;
“Contract”	means a contract for the purchase and sale of Goods, as explained in Clause 10;
“Customer”	means a Consumer or Trade Customer;
“Force Majeure”	means one of more of events outside of Our control as set out in Schedule 3;
“Goods”	means the products and goods sold by Us;
“Means of Contact”	means any online communications facility that We make available on Our Site enabling You to contact Us including, but not limited to, telephone, contact forms and live chat;
“Order”	means Your order for Goods made by any Means of Contact;
“Order Confirmation”	means Our acceptance and confirmation of Your Order;
“Order Number”	means the reference number for Your Order;

“Pre-Contract Information”	means information about Us, the Goods, pricing, and Your legal rights as a Consumer that We are required to provide under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 some of which will be provided to You by telephone if you call Us to place an Order and all of which will be made available to you via Our Site;
“Trade Customer”	means any trade customer who is not a Consumer;
“We/Us/Our”	means Accord Trading Ltd t/a Landscapes Direct of 63 Victoria Road, Victoria Industrial Estate, Burgess Hill, West Sussex, RH15 9LN; and
“You/Your”	means You as a Customer.

1.2 Unless the context otherwise requires, each reference in these Terms of Sale to:

1.2.1 “writing”, and any similar term, includes a reference to any communication effected by electronic or facsimile transmission or similar means;

1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.2.3 a Clause or paragraph is a reference to a section, Clause, or clause of these Terms of Sale.

2. Information About Us

2.1 Our company is registered under number 12840906.

2.2 Our VAT number is 356 6515 78.

3. How to Contact Us

3.1 To contact Us about the Goods, Your Order, cancellations or with general questions or complaints by email, please email Us at sales@ld-uk.com, to contact Us by telephone, please call Us on 0800 731 6534, and to contact Us by post, please write to Us at Landscapes Direct, 63 Victoria Road, Burgess Hill, West Sussex, RH15 9LN.

3.2 We provide the following Means of Contact for You to contact Us Email, telephone and post.

3.3 Use of Our Means of Contact is subject to Clause 3 of Our Terms of Use (please check our website)

4. Access to Our Site and Use of Our Site

4.1 Access to Our Site is free of charge.

4.2 It is Your responsibility to make the arrangements necessary in order to access Our Site.

4.3 Use of Our Site is subject to Our Website Terms of Use, (please check our website). Please ensure that You have read them carefully, that You understand them, and that You agree to them.

5. Changes to these Terms of Sale

5.1 We may alter these Terms of Sale from time to time, for example, to reflect changes in relevant laws and regulatory requirements.

5.2 If any Clause of the current version of these Terms of Sale conflicts with any previous version(s), the current version shall prevail unless We explicitly state otherwise.

6. Consumers and Trade Customers

Subject as provided, these Terms of Sale include terms and conditions that apply respectively to Consumers and to Trade Customers.

7. International Customers

Please note that for the time being and until further notice We only sell and deliver to Customers who are resident within the United Kingdom.

8. **Goods, Descriptions, and Changes**

- 8.1 We make all reasonable efforts to ensure that all descriptions and images of Goods available from Us on Our Site match the actual Goods. Please note:
 - 8.1.1 Images of Goods are for illustrative purposes only;
 - 8.1.2 There may be slight variations in colour between the image of Goods and the actual Goods due to differences in computer or device displays and lighting conditions;
 - 8.1.3 Images or descriptions of packaging are for illustrative purposes only and the actual packaging may vary; and
 - 8.1.4 Due to the nature of certain Goods, there may be a variance in, but not limited to, any of the dimensions, weight, colour, capacity, content, chemistry, formulation, shape, condition or functionality between the actual Goods sold and delivered to You and their description.
- 8.2 Please note that Clause 8.1 does not exclude Our responsibility for mistakes due to Our negligence. It refers only to minor variations. If You receive Goods that are not as described, please refer to Clause 14.
- 8.3 Minor changes may be made to certain Goods from time to time. This may happen between You placing Your Order and the Goods being dispatched. Minor changes may be made, for example, to reflect changes in relevant laws and regulatory requirements or to address particular technical or security issues. Minor changes will not change the main characteristics of the Goods and will not affect Your use of those Goods.
- 8.4 As explained in the descriptions of certain Goods, more significant changes may also be made to certain Goods from time to time. If We make such changes, We will inform You and You may contact Us to end the Contract before the changes are made. If You end the Contract for this reason, You will receive a refund for any Goods that You have paid for but not received from Us.

9. **Pricing**

- 9.1 We make all reasonable efforts to ensure that prices for Goods shown on Our Site and provided by Us over the telephone are correct. We may change prices from time to time. Changes in price will not affect any Order that You have already placed.
- 9.2 Prices on Our Site are shown both exclusive of and inclusive of VAT. If the VAT rate changes between Your Order being placed and Us taking payment, the amount of VAT payable will be automatically adjusted when taking payment.
- 9.3 All prices are checked before We accept Your Order. If We have shown incorrect pricing information, We will inform You of the mistake in writing.
- 9.4 If the correct price is lower than that shown when You make Your Order, We will charge You the lower price.
- 9.5 If the correct price is higher than that shown when You make Your Order, We will give You the option to purchase the Goods at the correct price or to cancel Your Order (or the affected part of it). We will not proceed with processing Your Order in this case until You respond. If You do not respond within five (5) days, We will treat Your Order as cancelled and inform You of the cancellation in writing.
- 9.6 If We mistakenly accept and process an Order where an obvious and unmistakable pricing error has been made, which You could have reasonably recognised as mispricing, We have the right to end the Contract, refund any sums paid, and require You to return the affected Goods to Us.
- 9.7 Delivery charges are not included in the price of Goods shown on Our Site. For more information on delivery charges, please refer to please check our website. Delivery options and related charges will be presented to You as part of the order process.

10. **Orders and How Contracts Are Formed**

- 10.1 Our Site will guide You through the ordering process. Before submitting Your Order, You will be given the opportunity to review and amend it. Please ensure that You check Your Order

carefully before submitting it.

- 10.2 If You are making an Order via telephone, before submitting your Order to Us you will have certain key terms and conditions read and explained to You over the telephone by one Our staff who will also direct You to read these Terms of Sale on Our Site and at the time You submit Your Order to Us You will be deemed to have read and accepted these Terms of Sale as applying to Your Order.
- 10.3 If You provide Us with any incorrect or incomplete information during the ordering process, please contact Us as soon as possible. Where any information is required, it will be stated on Our Site, either in the descriptions of Goods or during the order process, as applicable.
- 10.4 If We cannot process Your Order due to any incorrect or incomplete information, We will make reasonable efforts to contact You to ask You to correct it or to provide the missing information required for Us to supply the Goods to You.
- 10.5 If we cannot contact You for any reason or You do not provide the required information within a reasonable period of Us asking for it, or if the information is inaccurate or incomplete, We may either end the Contract or charge You a reasonable sum as compensation for the extra work required as a result.
- 10.6 We will not be responsible for supplying the affected Goods late or for not supplying the affected Goods if this is due to You not providing Us with any required or requested information within a reasonable period of Us asking for it.
- 10.7 Nothing provided by Us, including, but not limited to, information given over the telephone, sales and marketing literature, price lists and other information on Our Site constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer to Us which we may accept at Our discretion. Our acceptance of Your offer is given by Us when we send You a written Order Confirmation. When we have sent You an Order Confirmation there will be a legally binding Contract between Us and You for the sale of the Goods.
- 10.8 An Order Confirmation will, subject to any changes We may make to our processes, contain the following information:
 - a) Your Order Number;
 - b) Confirmation of the Goods You have ordered from Us, including details of their main characteristics;
 - c) Pricing for the Goods ordered by You, including, where appropriate, VAT and other taxes, delivery, and other additional charges;
 - d) Confirmation of the billing address and delivery address for Your Order
- 10.9 If You contact Us about Your Order for any reason, please quote Your Order Number as this will help Us to locate Your Order and assist You more easily.
- 10.10 If for any reason We are unable to accept Your Order, We will explain why. No payment will be taken under normal circumstances when we are unable to accept Your Order. If We have taken payment, any such sums will be refunded.
- 10.11 We may not be able to accept Your Order if:
 - 10.11.1 the Goods are out of stock or have been delayed in delivery to Us by a supplier;
 - 10.11.2 there are unexpected limits on Our resources;
 - 10.11.3 We have identified a mistake in the description or price of the Goods;
 - 10.11.4 We are not able to meet a delivery deadline that You have set; or
 - 10.11.5 There is an event of Force Majeure and we exercise our rights under Schedule 3.

11. **Payment**

- 11.1 Payment for Goods and any related delivery charges must always be made in advance, unless credit terms have been agreed with Us prior to the Order being placed. You will be prompted to provide payment details during the ordering process.
- 11.2 We accept the following methods of payment PayPal, BACS, cheque or debit/credit card.

- 11.3 We will charge You interest if You pay late. If a payment to Us is not made by the due date, We will charge You interest on the overdue sum at the rate of 15 % per annum above the base lending rate of HSBC from time to time. Interest shall accrue on a daily basis from the due date until the actual date of payment, whether before or after judgment. You must pay Us any interest due together with the overdue sum.
- 11.4 If You believe that We have charged You an incorrect amount, please contact Us as soon as possible to let Us know. You will not be charged interest under Clause 11.4 on any sums disputed in good faith under this Clause 11.5.

12. **Passing of Ownership**

Ownership of the Goods will pass to You only when We have received payment in full of all sums due.

13. **Delivery**

- 13.1 All Goods purchased through Our Site or by telephone will normally be delivered within thirty (30) calendar days after the date of Our Order Confirmation unless otherwise agreed or specified during the ordering process including in the Pre-Contract Information We provide You with over the telephone.
- 13.2 We will not be responsible for delivery delays that are outside of our reasonable control. If delivery is delayed for such a reason, We will inform You as soon as reasonably possible.
- 13.3 If there is a risk of a substantial delay to delivery, You may contact Us to end the Contract and You will be refunded any sums paid for Goods that You have not received.
- 13.4 If You (or someone on Your behalf) are not available at Your address to take delivery of the Goods and they cannot be posted through Your letterbox, We or our delivery agent will endeavour to leave a note informing You of how to arrange for re-delivery or where and how to collect the Goods.
- 13.5 If You do not arrange to have the Goods re-delivered or do not collect them, We will contact You to ask for further instructions. We may charge You for storage and for further delivery costs. If, despite Our reasonable efforts, We cannot contact You or cannot arrange for re-delivery or collection of the Goods, We may end the Contract and issue You with a refund. We may deduct a reasonable sum in compensation for any net costs incurred by Us as a result.
- 13.6 Delivery shall be deemed complete once We have delivered the Goods to the address including, where relevant, any alternative address You have provided to Us.
- 13.7 In the unlikely event that We do not deliver the Goods to You on time (within thirty (30) calendar days of the Order Confirmation or as otherwise agreed or specified), if any of the following apply, You may treat the Contract as being at an end immediately:
- a) We have refused to deliver the Goods;
 - b) In light of all relevant circumstances, delivery within the specified or agreed time period was essential; or
 - c) You told Us when ordering the Goods that delivery within the specified or agreed time period was essential.
- 13.8 If You do not wish to cancel under Clause 13.7, or if none of the specified circumstances apply, You may specify a new (reasonable) delivery date. If We fail to meet the new deadline, You may then treat the Contract as being at an end.
- 13.9 You may cancel all or part of Your Order under Clauses 13.7 or 13.8 provided that separating the Goods in Your Order would not significantly reduce their value. Any sums that You have already paid for cancelled Goods and their delivery will be refunded to You.
- 13.10 If any cancelled Goods are delivered to You, You must return them to Us or arrange for their collection. We will cover the costs of postage or collection. Please contact Us using the details provided above in Clause 3 for a return label or to arrange collection.
- 13.11 Responsibility and all risk in and for the Goods passes to You as soon as We have delivered the Goods to the address You have provided or once You (or a carrier organised by You, if applicable) collect the Goods from Us.

- 13.12 We will not be responsible for delivering Goods late or for not delivering Goods if this is due to You not providing Us with required information within a reasonable period of Us asking for it.
- 13.13 Any refunds due under this Clause 13 will be made using the same payment method that You used when ordering the Goods.
14. **Faulty, Damaged, or Incorrect Goods**
- 14.1 Your Rights as a Consumer are set out in Part 1 of Schedule 1.
- 14.2 Your Rights as a Trade Customer are set out in Schedule 2.
15. Your Rights as a Consumer to Cancel and End the Contract are set out in Part 2 of Schedule 1
16. **Refunds**
- 16.1 All refunds due to You will be made using the same method used by You when paying for the Goods [(unless You request an alternative)]. You will be refunded the price paid for the Goods and for delivery, subject to the following limitations and deductions:
- 16.1.1 If You are exercising Your right to change Your mind under the cooling-off period, We may reduce Your refund to reflect any reduction in the value of the Goods if that reduction has been caused by Your handling of the Goods in a way that would not be permitted in a shop.
- 16.1.2 If We issue the refund before inspecting the Goods and subsequently discover that You have handled them in this way, We may charge You an appropriate sum.
- 16.2 All refunds due to You will be made as soon as possible. If You are exercising Your right to change Your mind under the cooling-off period, We will issue Your refund within 14 calendar days of:
- 16.2.1 The day on which We receive the returned Goods;
- 16.2.2 The day on which You inform Us (supplying evidence) that You have sent the Goods back (if this is earlier);
- 16.2.3 If We are collecting the Goods, the day on which You inform Us that You wish to cancel and end the Contract; or
- 16.2.4 If We have not yet provided an Order Confirmation or have not yet dispatched the Goods, the day on which You inform Us that You wish to cancel and end the Contract.
17. **Our Liability to Consumers**
- 17.1 We will be responsible to You as a Consumer for any foreseeable loss or damage that You may suffer as a result of Our breach of these Terms of Sale (or the Contract) or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by You and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- 17.2 We will not be liable to You as a Consumer for any loss of profit, loss of business, interruption to business, or for any loss of business opportunity.
- 17.3 Nothing in these Terms of Sale seeks to limit or exclude Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 17.4 Nothing in these Terms of Sale seeks to exclude or limit Your legal rights as a Consumer including, but not limited to, those explained above in Clause 14.
18. **Complaints and Feedback**
- 18.1 We always welcome feedback from Our Customers and, whilst We always use reasonable efforts to ensure that Your experience as a Customer of Ours is a positive one, We nevertheless want to hear from You if You have any cause for complaint.
- 18.2 All complaints are handled in accordance with Our complaints handling policy and procedure.

18.3 If You wish to complain about any aspect of Your dealings with Us, please contact Us using the contact details provided above in Clause 3.

19 How We Use Your Personal Information

We will only use Your personal information as set out in Our Privacy Policy, available from please check our website [and Our Cookie Policy, available from please check our website].

20 What Happens if We Transfer this Agreement to Another Party

We may transfer (assign) Our obligations and rights under these Terms of Sale (and the Contract) to a third party (this may happen, for example, if We sell Our business). If this Occurs, We will inform You in writing. We will ensure that Your rights under these Terms of Sale (and the Contract) will not be affected and Our obligations under these Terms of Sale (and the Contract) will be transferred to the third party who will remain bound by them.

21 Other Important Terms

21.1 You may not transfer (assign) Your obligations and rights under these Terms of Sale (and under the Contract, as applicable) without Our express written permission.

21.2 The Contract is between You and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms of Sale.

21.3 If any of the provisions of these Terms of Sale are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms of Sale. The remainder of these Terms of Sale shall be valid and enforceable.

21.4 No failure or delay by Us in exercising any of Our rights under these Terms of Sale means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms of Sale means that We will waive any subsequent breach of the same or any other provision.

21.5 The provisions of Schedule 3 shall apply with respect to any Customer if there is an event of Force Majeure.

22 Law and Jurisdiction

22.1 These Terms of Sale, and the relationship between You and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.

22.2 If You are a Consumer, any dispute, controversy, proceedings, or claim between You and Us relating to these Terms of Sale or to the relationship between You and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by Your residency.

22.3 If You are a business user, any dispute, controversy, proceedings, or claim between You and Us relating to these Terms of Sale or to the relationship between You and Us (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.

Schedule 1
Part 1

- 23.1 This Clause 23 provides a summary of Your legal rights as a Consumer. These rights, which do not apply to You if You are not a Consumer (**please see Schedule 2 for Your rights if You are a Trade Customer**), may be subject to certain exceptions. Nothing in these Terms of Sale will affect Your legal rights as a Consumer.
- 23.2 The Consumer Rights Act 2015 requires that goods must be as described, fit for purpose, and be of satisfactory quality, as described at the time of purchase, in accordance with any Pre-Contract Information We have given to You, and that match any samples or models that you have seen or examined (unless We have made you aware of any differences). If any digital content is included in the Goods, that digital content must also conform. If any Goods you have purchased do not comply and, for example, have faults or are damaged when you receive them, or if you receive incorrect Goods, please contact Us as soon as reasonably possible to inform Us of the fault, damage or error, and to arrange for a refund, repair or replacement. During the expected lifespan of a product, Your legal rights are as follows:
- 23.2.1 Beginning on the day that You receive the Goods (and ownership of them) You have a thirty (30) calendar day right to reject them and to receive a full refund if they do not conform as stated above.
- 23.2.2 If You do not wish to reject the Goods, or if the thirty (30) calendar day rejection period has expired, You may request a repair of the Goods or a replacement. We will cover the associated costs and carry out the repair or replacement within a reasonable time and without significant inconvenience to You. In certain circumstances, where a repair or replacement is impossible or otherwise disproportionate, We may instead offer You the alternative (i.e. a replacement instead of a repair or vice versa) or a full refund. If You request a repair or replacement during the thirty (30) calendar day rejection period, that period will be suspended while We carry out the repair or replacement and will resume on the day that You receive the replacement or repaired Goods. If less than seven (7) calendar days remain out of the original rejection period, the time remaining will be extended to seven (7) calendar days.
- 23.2.3 If, after a repair or replacement, the Goods still do not conform (or if We cannot repair or replace them, as described above, or have failed to act within a reasonable time or without significant inconvenience to You), You may ask Us to attempt the repair or replacement again (You do not have to give Us multiple opportunities to do so if You do not want to), or You have the right either to keep the Goods at a reduced price, or to reject them in exchange for a refund.
- 23.2.4 If You exercise the final right to reject the goods more than six (6) months after You have received the Goods (and ownership of them), We may reduce any refund to reflect the use that You have had out of the Goods.
- 23.2.5 Within a period of six (6) years after You have received the Goods (and ownership of them), if the Goods do not last a reasonable length of time, You may be entitled to a partial refund. Please be aware that after six (6) months have passed since You received the Goods, You must prove that the defect or non-conformity existed at the time of delivery.
- 23.3 Please note that You will not be eligible to claim under this Clause 23 if:
- 23.3.1 We informed You of the problem(s) with the Goods before You purchased them or You had the opportunity to examine them before purchase and the problem(s) should have been obvious to You; or
- 23.3.2 You have caused the problem(s) Yourself, for example, through misuse or intentional or careless damage; or
- 23.3.3 You have purchased the Goods for an unsuitable purpose that is neither obvious nor made known to Us and the problem(s) has/have resulted from Your use of the Goods for that purpose; or
- 23.3.4 The problem(s) is/are the result of normal wear and tear; or
- 23.3.5 You have changed Your mind (please refer to Clause25).

- 23.4 If there is a problem with the Goods, please contact Us using the details provided above in Clause 3.
- 23.5 If You exercise Your legal right to reject the Goods, You must return them to Us.
- 23.6 To return Goods to Us for any reason under this Clause 23, please post them to Us, arrange for their collection, or return them in person. We will cover the costs of postage or collection. Please contact Us using the details provided above in Clause 3 for a return label or to arrange collection.

Part 2 Your Cancellation Rights as a Consumer

- 24.1 If the Goods are faulty or misdescribed, You may have a legal right to end the Contract, to have the Goods repaired or replaced, or to get a full or partial refund. Please refer to Clause 14 above, for more information.
- 24.2 If You are a Consumer and have changed Your mind, You may have a legal right to a “cooling-off period” within which You can end the Contract for any reason. Please refer to Clause 25, below, for more information.
- 24.3 If You wish to end the Contract because of something We have done or are going to do, please refer to Clause 26 for more information.

25 Cancelling and Ending the Contract if You Change Your Mind

- 25.1 If You are a Consumer, the Consumer Contracts Regulations 2013 give You the legal right to change Your mind and end the Contract for any reason. This fourteen (14) calendar day “cooling-off period” begins once Your Order is complete and we send You the Order Confirmation, i.e. when the Contract is formed, and ends as set out below. You may also cancel for any reason before We send the Order Confirmation.
- 25.2 If the Goods are being delivered to You in a single instalment, the cooling-off period ends fourteen (14) calendar days after the day on which You (or someone You nominate) receive(s) the Goods.
- 25.3 If the Goods are being delivered in separate instalments on separate days, the cooling-off period ends fourteen (14) calendar days after the day on which You (or someone You nominate) receive(s) the final instalment of Goods.
- 25.4 If You wish to end the Contract for this reason, You must inform Us within the fourteen (14) cooling-off period. You may inform Us in any way You wish (including by email, post, or telephone). Please state that You want to cancel and end the Contract, providing Your name, address, details of Your Order and, where possible, Your email address and telephone number. We also offer a returns form at please check our website]. Our contact details are provided above in Clause 3.
- 25.5 Your cancellation notice is effective from the date on which You send it. Provided You send Your cancellation notice or contact Us directly by the final day of the cooling-off period, Your cancellation will be valid and accepted.
- 25.6 Please note that this right to cancel may not apply in the following circumstances:
- 25.6.1 If the Goods are sealed for health or hygiene reasons and You have unsealed them after receiving them;
 - 25.6.2 If the Goods consist of sealed audio or video recordings or sealed computer software on physical media and You have unsealed them after receiving them;
 - 25.6.3 If the Goods are likely to deteriorate quickly, for example, flowers or food;
 - 25.6.4 If the Goods have been personalised or custom-made for You;
 - 25.6.5 If the Goods have been inseparably mixed with other items (according to their nature) after You have received them.

26 Cancelling and Ending the Contract Because of Something We Have Done or Will Do

- 26.1 You may have the right to cancel and end the Contract because of something We have done or have informed You that We are going to do. This right to cancel applies in the following circumstances:

- 26.1.1 We have informed You about an upcoming change to the Goods that You do not agree to (see Clause 8.4);
- 26.1.2 We have informed You about an error in the price or description of the Goods and You do not wish to proceed;
- 26.1.3 There is a risk that delivery of the Goods will be substantially delayed due to events outside of Our control (see Clause 13.3);
- 26.1.4 You have a legal right to end the Contract because We have done something wrong (including where We have not delivered the Goods on time and the circumstances in Clause 13.7 or 13.8 apply).
- 26.1.5 If You cancel and end the Contract for any of the reasons set out in this Clause 26, the Contract will end immediately and You will receive a full refund for any Goods which have not yet been provided. You may also be entitled to compensation.
- 26.1.6 If You wish to end the Contract for this reason, You may inform Us in any way You wish (including by email, post, or telephone). Please state that You want to cancel and end the Contract, providing Your name, address, details of Your Order and, where possible, Your email address and telephone number. We also offer a returns form at *please check our website*. Our contact details are provided above in Clause 3.

27 Returning Goods After Cancelling and Ending the Contract

- 27.1 Subject to Your right to partially cancel Your Order under Clause 13.9, if You cancel and end the Contract for any reason after Goods have been dispatched or delivered to You, You must return the Goods to Us or arrange for their collection. Please contact Us using the details provided above in Clause 3 for a return label or to arrange collection.
- 27.2 If You are exercising Your right to change Your mind under the cooling-off period as set out in Clause 25, You must return the Goods to Us no more than fourteen (14) calendar days after the day on which You informed Us that You wish to cancel.
- 27.3 We will cover the costs of returning the Goods to Us in the following circumstances:
 - 27.3.1 The Goods are faulty or misdescribed;
 - 27.3.2 You are cancelling and ending the Contract because of upcoming changes to these Terms of Sale that You do not agree to;
 - 27.3.3 You are cancelling and ending the Contract because of upcoming changes to the Goods that You do not agree to;
 - 27.3.4 You are cancelling and ending the Contract because We have made an error in the price or description;
 - 27.3.5 You are cancelling and ending the Contract because there is a risk that delivery of the Goods will be substantially delayed due to events outside of Our Control;
 - 27.3.6 You are cancelling and ending the Contract because You have a legal right to do so because We have done something wrong (including where We have not delivered the Goods on time and the circumstances in Clause 13.7 or 13.8 apply);
 - 27.3.7 You are exercising Your right to change Your mind under the cooling-off period.
 - 27.3.8 In all other circumstances including where You are exercising Your right to change Your mind under the cooling-off period, You must cover the costs of returning the Goods to Us.
 - 27.3.9 If You are responsible for the costs of returning the Goods to Us and We are collecting them, the cost charged to You will only be the direct cost to Us of collecting the Goods.

Schedule 2
Terms applying to Trade Customers

28 Faulty, Damaged or Incorrect Goods

- 28.1 We warrant that the Goods will on delivery be as described; be free from material defects in design, material, and workmanship; be of satisfactory quality (as defined in the Sale of Goods Act 1979); and be fit for any purpose described by Us.
- 28.1 If any Goods You have purchased do not comply, subject to Clause 10.3 and Your compliance with Clauses 28.2.1 to 28.2.3 inclusive, We shall, at Our option, repair the affected Goods, replace them, or issue You with a full refund for the price of the affected Goods. The following conditions shall apply:
- 28.1.1 You must give Us written notice of the non-compliance during any relevant warranty period specified for the Goods;
- 28.1.2 You must return the Goods in question to Us at Our expense (see Clause 28.6 for more information); and
- 28.1.3 You must give Us a reasonable opportunity to examine the Goods in question.
- 28.2 We will not be liable for any non-compliance with the provisions of Clause 28.1 in respect of any Goods if any of the following apply:
- 28.2.1 You have made any further use of the affected Goods after giving Us written notice of the non-compliance under Clause 28.2.1;
- 28.2.2 The non-compliance has arisen as a result of Your failure to follow Our instructions on the correct usage, maintenance, installation, storage [*insert any other relevant matters*] of the affected Goods or, where no instructions are provided, Your failure to follow good trade practice with respect to the same;
- 28.2.3 The non-compliance has arisen as a direct result of any information (incorrect or otherwise) provided by You to Us;
- 28.2.4 You have made any unauthorised alterations or repairs to the affected Goods; or
- 28.2.5 The non-compliance is the result of normal wear and tear, deliberate damage, negligence, or abnormal or unsuitable working conditions.
- 28.3 The terms of this Clause 28 shall also apply to any Goods which are repaired or replaced by Us under Clause 28.2.
- 28.4 Except as provided in this Clause 28, We shall have no further liability to You with respect to Goods which do not comply with Clause 28.1.
- 28.5 To return Goods to Us for any reason under this Clause 28, [please visit the returns page on Our Site please check our website to complete a returns form]]. We will be fully responsible for the costs of returning Goods under this Clause 28 and will reimburse You where appropriate.
- 28.6 Refunds (whether full or partial) under this Clause 28 will be issued within [*insert period*] of the day on which We agree that You are entitled to the refund.
- 28.7 Any and all refunds issued under this Clause 28 will include all delivery costs paid by You when the Goods were originally purchased.
- 28.8 Refunds under this Clause 28 will be made using the same payment method that You used when ordering the Goods.

29 Our Liability

- 29.1 Subject to Clause 29.4, We will not be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of business, interruption to business, for any loss of business opportunity, or for any indirect or consequential loss arising out of or in connection with any contract between You and Us.
- 29.2 Except to the extent expressly set out in Clause 28.1, the terms implied by Sections 13 to 15 of the Sale of Goods Act 1979 and by Sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

- 29.3 Nothing in these Terms of Sale seeks to limit or exclude Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); for fraud or fraudulent misrepresentation; for breach of the terms implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982; for defective products under the Consumer Protection Act 1987; or for any other matter in respect of which liability cannot be excluded or restricted by law.

Schedule 3

30 Events Outside of Our Control (Force Majeure)

- 30.1 We will not be liable to You for any failure or delay in performing any of Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, pandemic, epidemic, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.
- 30.2 If any event described under this Clause 29 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms of Sale:
- 30.2.1 We will inform you as soon as is reasonably possible;
- 30.2.2 We will take all reasonable steps to minimise the delay;
- 30.2.3 To the extent that We cannot minimise the delay, Our affected obligations under these Terms of Sale (and therefore the Contract) will be suspended and any time limits that We are bound by will be extended accordingly;
- 30.2.4 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Goods as necessary;
- 30.2.5 If the event outside of Our control continues for more than fourteen (14) days We will cancel the Contract and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible from the date on which the Contract is cancelled and will be made using the same payment method that you used when ordering the Goods;
- 30.2.6 If an event outside of Our control occurs and continues for more than fourteen (14) days and you wish to cancel the Contract as a result, you may do so by the means set out at Clause 3 and providing Us with your name, address, email address, telephone number, and Order Number. Any refunds due to you as a result of such cancellation will be paid to you as soon as is reasonably possible from the date on which the Contract is cancelled and will be made using the same payment method that you used when ordering the Goods.