



Woodcote Green

GARDEN CENTRE & NURSERIES

This page (together with the documents referred to on it) tells you the terms and conditions on which we supply any of the goods (**Goods**) listed on our website www.woodcotegreen.com (**our site**) to you.

Terms & Conditions

This website is operated by Woodcote Green Nurseries Ltd

As a user of this website, you acknowledge that any use of this website, including any transactions you make, is subject to our terms and conditions set out below. You should ensure that:

- You have read through these terms and conditions carefully before using this website.
- You have printed a copy for future reference.
- You have read our Privacy Policy regarding your personal information.

1. Definitions and Interpretations

In these terms the following words have the following meanings:

Contract

The contract for the sale and purchase of the Goods.

Delivery Area

Woodcote Green Nurseries Ltd operates a local postcode delivery area within a 10 mile radius of its store. Please note that Woodcote Green Nurseries Ltd is not responsible for the independent terms and conditions of use for any 3rd party company.

Goods

The range of plants and products which are available (subject to availability) for purchase from our website in accordance with these terms and conditions.

The Website

Our presence on the World Wide Web, currently accessible via the address:
www.woodcotegreen.com

The Seller, We or Us

Woodcote Green Nurseries Ltd, operating its online store, www.woodcotegreen.com.
Registered Company number: 3468372, Registered Address: Woodmansterne Lane,
Wallington, Surrey SM6 0SU, United Kingdom. Our VAT number is GB 707 3124 62

2. General

1. We reserve the right to change these terms and conditions at any time without prior notice to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.
2. You will be subject to the policies and terms and conditions in force at the time that you order Goods from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we confirm acceptance of your order (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Goods).
3. Your continued use of the website shall signify your acceptance to be bound by the latest terms and conditions.
4. If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you use this website.
5. You are legally capable of entering into binding Contracts.
6. You are at least 18 years old.
7. Certain website services will require registration and subsequent access to those services will be subject to an approved login name and password. The information that you provide must be accurate and complete. All password details are accepted but may be withdrawn at our sole discretion. Please read our customer **Privacy & Security Policy** for more information on how your details will be held.

3. Basis of the Sale

1. An agreement for us to sell you goods is made on these terms and conditions when we accept an order made by you via our website. All orders are subject to acceptance by us.
2. The 'confirmation' and acceptance stage sets out the final details of your order. The description of the goods, price, included VAT break down and delivery cost will be set out on this page. We will confirm acceptance of your order on-screen for orders in our Delivery Area.
3. We aim to present a clear representation of the plants and products we sell on our website using descriptions and picture of all goods where possible. In some instances there will inevitably be some variation in size, shape and colour between some products, particularly in the case of plants. All pictures, descriptions and other information are to be regarded as approximate and for guidance purposes only.
4. E-mails to you will be sent to the address that you specify to us. It is important that you give us an accurate and valid address and contact telephone number and inform us of any changes to them.
5. If either we or you fail to enforce a right under these terms, that failure will not stop us or you from enforcing the other rights or the same right on a later occasion.

6. The headings in these terms are for convenience only and will not affect their interpretation.
7. Please note, we may also provide links on our site to the websites of other companies, whether affiliated with us or not. We cannot give any undertaking that products you purchase from third party sellers through our site, or from companies to whose website we have provided a link on our site, will be of satisfactory quality, and any such warranties are **DISCLAIMED** by us absolutely. This **DISCLAIMER** does not affect your statutory rights against the third party seller. We will notify you when a third party is involved in a transaction, and we may disclose your customer information related to that transaction to the third party seller.

4. Order Processes

1. We will take payment from your card at the time when we confirm your order once we have verified your card details.
2. Goods are subject to availability. In the event that we are unable to supply the goods we will inform you of this as soon as possible. A full refund will be offered where you have already paid for the goods in question.
3. The price of the Goods will be as quoted on our site from time to time, except in cases of obvious error.
4. Goods prices include VAT.
5. Goods prices and delivery costs are liable to change at any time, but changes will not affect orders in respect of which we have already confirmed an order.
6. Our site contains a large number of Goods and it is always possible that, despite our best efforts, some of the Goods listed on our site may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a Good's correct price is less than our stated price, we will charge the lower amount when dispatching the Goods to you. If a Good's correct price is higher than the price stated on our site, we will normally, at our discretion, either contact you for instructions before dispatching the Goods, or reject your order and notify you of such rejection.
7. We are under no obligation to provide the Goods to you at the incorrect (lower) price, even after we have confirmed your order, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as an error.
8. Payment for all Goods must be by credit or debit card. We accept payment with Visa, Visa Delta, Mastercard, Solo and Switch.
9. Ownership of the Goods will only pass to you when we receive full payment of all sums due in respect of the Goods, including delivery charges

5. Delivery

1. Local Delivery Area Deliveries
 - a. Orders to be delivered to this area are subject to a delivery charge in line with our published **Online Local Postcode Delivery Area**.
 - b. Some addresses within this area are restricted to delivery on Wednesdays only. Please refer to our published **Online Local Postcode Delivery Area**.
 - c. All orders for our Delivery Area will be provided with an estimated day of delivery. This will be approximately 2-3 days from the date of your order. You will be contacted with your confirmed delivery date.

- d. Woodcote Green Nurseries Ltd offers a kerbside delivery service only. Our drivers are required to place goods to be delivered just inside the customer's property. Wherever possible this will be out of sight from the road and will leave access for the customer and their vehicles.
 - e. It is the customer's responsibility to ensure that there is suitable safe access for the items to be delivered. This area should be no more than 10 metres from the public road. Our drivers are not expected to carry heavy items into back gardens or through houses.
 - f. It is the responsibility of the customer to inform us of any restrictions with regards to HGV's or parking when delivering to their property. Any subsequent redeliveries due to lack of information will be charged for at cost.
 - g. If a suitable and safe area is not provided and our driver is unable to deliver the goods they will return the goods to Woodcote Green and the customer will be charged for any subsequent delivery at cost.
 - h. Risk of loss and damage of goods passes to the customer on the date when the goods are delivered or on the date of first attempted delivery by us.
 - i. Unfortunately it is not possible to guarantee a specific time for a delivery to arrive and customers are advised that the management and staff of Woodcote Green Nurseries Ltd are not responsible for any losses or labour costs incurred by the customer or his agent waiting for goods to arrive.
 - j. We operate a minimum 48 hour turn around service from acceptance of order.
 - k. Due to the perishable nature of turf, seasonable weather conditions could prevent continuity of supply. Where possible, Woodcote Green Nurseries Ltd will notify customers as soon as possible of the situation.
 - l. Where an item is heavy or difficult to lift, a two-man delivery will be required. These types of deliveries will normally occur on a Saturday or Sunday.
 - m. The Management reserve the right to refuse delivery on any item at any time without prior notice.
2. Direct Delivered from our suppliers by a 3rd party courier (selected goods only)
 - a. Woodcote Green Nurseries Ltd does not take responsibility for the terms and conditions of delivery for any 3rd party courier. All policies regarding delivery processes are the 3rd party courier's alone. A copy of the terms and conditions of the courier in question can be provided upon request.
 - b. The customer will be liable for costs incurred from any cancellation of an order being delivered by a 3rd party courier.
 - c. While we will make all attempts to ensure 3rd party couriers deliver on time and according to arranged dates, Woodcote Green Nurseries Ltd takes no responsibility for any delay or failure to deliver by any 3rd party courier with this service not being guaranteed.
 - d. If we are informed of any delay to your delivery we will contact you to advise you that the delivery date will have to be extended.
 3. Woodcote Green Nurseries Ltd shall be under no liability for any delay or failure to deliver the Goods or services or otherwise perform any obligation as specified in these terms and

conditions if the same is wholly or partly caused, whether directly or indirectly by circumstances beyond its reasonable control. (A **Force Majeure Event**)

A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- i. strikes, lock-outs or other industrial action;
- ii. civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- iii. fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- iv. impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- v. impossibility of the use of public or private telecommunications networks; and
- vi. the acts, decrees, legislation, regulations or restrictions of any government.

Our performance under any order is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the order may be performed despite the Force Majeure Event.

6. Returns

1. Please read our **Website Returns Policy** for details.

7. Events

1. We reserve the right to:
 - a. reasonably refuse entry to any event held by us, for example, Santa's Grotto, at any time without prior notice; or
 - b. change or amend opening times, appointment times or days without any prior notice; provided that we will refund any entry costs paid upon presentation of a valid ticket.
2. It is your sole responsibility to ensure that any event ticket is redeemed within the time and date printed on the ticket.

8. Liability

1. If you have a valid claim with respect to any Goods which is based on any defect in their quality or condition or their failure to meet specification in accordance with the Contract, and you have returned the Goods you will be entitled to choose either a refund of the price of the Goods or replacement Goods free of charge.
2. We shall not be liable in connection with any order or otherwise for any loss of profit, loss of income or revenue, loss of business, loss of anticipated savings or data that your business may suffer.
3. These terms and conditions do not affect your statutory rights as a consumer.

4. We assume no responsibility for the content of any other websites or products purchased from them to which this website has links.
5. Nothing in this agreement excludes or limits our liability for:
 - (a) death or personal injury caused by our negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) any breach of the obligations implied by section 12 of the Sale of Goods Act 1979;
 - (d) defective Goods under the Consumer Protection Act 1987; or
 - (e) any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.

9. Copyright

1. All written, photographic, design, video and audio content of our site together with the selection and arrangement of it and all software compilations are our copyrighted property or that of people who have granted to us the right to use it and is protected as such. All rights reserved.
2. None of the material contained on our site may be used or reproduced without our written permission.
3. All names, logos, slogans or other phrases may be a trade mark of ours or another person or corporation. Any unauthorised use of a trade mark is unlawful.

10. Complaints

1. If you wish to complain about any aspect of our service, please e-mail us at custservices@woodcotegreen.com.

11. Written Communications

1. Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our site. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all Contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

12. Notices

1. All notices given by you to us must be given to Woodcote Green Nurseries Ltd at Woodmansteren Lane, Wallington, Surrey SM6 0SU **OR** custservices@woodcotegreen.com We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in clause 10 above. Notice will be deemed received and properly served immediately when posted on our site, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

13. Transfer of Rights and obligations

1. The Contract between you and us is binding on you and us and on our respective successors and assignees.
2. We may transfer, assign, charge, sub-Contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

14. Waiver

1. If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.
2. A waiver by us of any default will not constitute a waiver of any subsequent default.
3. No waiver by us of any of these terms and conditions will be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 11 above.

15. Severability

1. If any of these terms and conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

16. Entire Agreement

1. These terms and conditions and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of any Contract.

17. Governing Laws and Jurisdiction

These terms and conditions will be governed by English law and any disputes will be subject to the exclusive jurisdiction of the courts of England and Wales.