

Terms & Conditions

Application:

These Terms and Conditions will apply to the purchase of Goods by you (the Customer or You) from Contemporary Garden Features Ltd. of International House, 55 Longsmith Street, Gloucester, GL1 2HT with email address info@contemporarygardenfeatures.co.uk (the Supplier or Us or We).

These are the terms with which We sell all Goods to You. By ordering any of the Goods, You agree to be bound by these Terms and Conditions. You can only purchase the Goods from the Website if you are eligible to enter into a contract and are at least 18 years old.

Definitions:

Contract means the legally binding agreement between You and Us for the sale by Us to You of the Goods and their delivery to You.

Product means an item that is advertised or displayed for sale on the Website.

Goods means a Product or Products, advertised or displayed on the Website, that we supply to You as set out in the Order.

Website means our website <https://www.contemporarygardenfeatures.co.uk> on which the Goods are advertised.

Order means the Customer's order for the Goods from the Supplier as submitted on the Website.

Shipping Address means the Customer's premises or other location where the Goods are to be delivered, as set out in the Order.

Manufacturer means the fabricator of the Product or Products which form the Goods.

Contract:

A Contract will be formed between You and Us for the sale of Goods only when You receive an email from Us confirming the Order (Order Confirmation). You must ensure that the Order Confirmation is complete and accurate and inform Us immediately of any errors. We are not responsible for any inaccuracies in the Order placed by You. By placing an Order you agree that we can give you confirmation of the Contract by means of an email. You will receive the Order Confirmation within a reasonable time after initiating the Contract, but in any event not later than the delivery of any Goods supplied under the Contract.

No variation of the Contract, whether about description of the Goods, price or otherwise, can be made after it has been entered into unless the variation is agreed by the Customer and the Supplier in writing.

The Contract will be terminated under the following conditions.

- a) If all Goods as set out in the Order have been delivered and all obligations of the Supplier to the Customer in the Contract have been concluded then the contract is terminated.
- b) If a Product or Products that form all or part of the Goods cannot be delivered the Customer will be notified within thirty (30) days in which case the Customer has a right to terminate the Contract without any money being due and will be refunded in full.
- c) The Customer can cancel the Contract by informing Us no later than 14 days after delivery of the goods in which case the Customer must return the Goods, or part thereof, in undamaged condition in equivalent packaging as originally delivered at the Customer's own expense to the Manufacturer the address of whom will be provided by the Supplier. Products that are non-returnable in any eventuality will be indicated on the relevant display on the Website. The cost of the Goods less delivery charges will be refunded to the Customer as long as the Goods, or part thereof, have been returned, with no damage, within 14 days of cancellation.

Products:

All Products advertised or displayed on the Website are subject to availability.

The descriptions of the Products is as set out on the Website or any other form of advertisement. Any description is for illustrative purposes only. Although every effort is made to accurately reflect the description of the Products, We cannot guarantee that the colours, features, specifications and details of the Products will be accurate, complete, reliable or free of errors or be perceived by You to be such.

Non-returnable Products will be indicated on the relevant display on the Website.

Price and Payment:

The prices for all Products and delivery charges are displayed on the Website and are in United Kingdom pounds sterling (GBP). All prices and charges are subject to change.

The price displayed for a Product includes all applicable taxes and duty.

Delivery of the Goods is charged separately and displayed separately.

Payment for the Goods and their delivery is made via the payment process on the Website and must be done before Goods will be delivered. Payment can be made with all major credit and debit cards.

Delivery:

Delivery of the Goods will be to the Shipping Address as set out in the Order.

We will organise delivery from the Manufacturer to mainland locations only within the United Kingdom (England, Wales, Scotland and Northern Ireland). For delivery elsewhere in the United Kingdom, e.g. The Channel Islands, Scottish Isles, Isle of Man, please email info@contemporarygardenfeatures.co.uk.

The Customer is obliged to accept the Goods at the agreed Shipping Address at the moment the Goods are delivered. If the Customer fails to do so, the Customer shall bear the resulting costs thereof, including any shipping costs.

If the Customer refuses or neglects to provide information or instructions that are necessary for delivery, the Goods destined for delivery will be stored at the expense and risk of the Customer.

If the Customer has provided an incorrect address for the delivery, the Supplier has the right to charge extra delivery costs to the Customer.

Expected dates of delivery will be notified once an Order has been placed and are estimates as quoted by the Supplier and are not to be considered as final deadlines. The mere lapse of a delivery time does not entitle the Customer to damages, termination for cause of the Contract, or non-performance of any obligation on the part of the Supplier arising from the Contract or any connected Contract.

The Supplier will never be liable for any special, consequential, indirect or incidental loss, including but not limited to losses caused by delays, lost profits, lost savings, increased operational costs, loss of customers, loss of goodwill, etc., howsoever caused, regardless of the basis of liability.

The Supplier will do its best to keep the Website as up to date as possible. In case the delivery of an ordered Product is no longer possible, the Supplier will do its utmost to supply a substitute Product. The Customer will be informed within thirty (30) days after placing the order if the ordered Product is no longer available and will be presented with the option of a substitute.

If a Product cannot be delivered, the Customer will be notified within thirty (30) days. In that case, the Customer has a right to terminate the Contract without any money being due and the Supplier will refund the amount paid by the Customer as soon as possible, but at the latest within fourteen (14) days after Contract termination. The Customer has no right to claim damages.

Conformity and Warranty:

The Product or Products that form part of the Goods are guaranteed to comply with the Contract and the specifications listed on the Website for a period of twenty-four (24) months from delivery.

The Supplier can never be held responsible for the suitability of the Products for every individual application by the Customer, nor for any advice given regarding the use or the application of the Products.

The guarantee (warranty) does not apply when:

- (a) the Customer has repaired, modified, or processed the Product or Products himself or had a third-party repair, modify, or process the Product or Products;
- (b) there is normal wear and tear or damage;
- (c) the delivered Products have been exposed to abnormal conditions or were otherwise used carelessly or were used contrary to the instructions provided by Manufacturer, which includes the product information sheets, and/or stated on the packaging and maintenance instructions;
- (d) the defect is fully or partially the result of (future) government regulations regarding the nature or the quality of the materials used. This can for example be the case with certification of raw materials.

Complaints:

The Customer must notify the Supplier in writing of incorrectly delivered Products within two (2) weeks after delivery.

A complaint by a Customer that a delivered Product is defective needs to be made within the two (2) months after the Customer has discovered the defect and within the period of guarantee. After this period, any complaint is considered past due.

Each complaint must be accompanied by a receipt date and number, a complete and detailed description of the complaint including appropriate photographic evidence. The complaint should be detailed enough to enable the Supplier to make an educated decision regarding the complaint.

The burden of proof that the delivered Product or Products are not in conformity with what was agreed upon lies with the Customer.

Minor deviations in the delivered Product or Products in terms of size, colour, shape, and packaging, cannot be a reason for the Customer to: (i) terminate the Contract, (ii) refuse to

accept delivery, (iii) claim damages from the Supplier or file a complaint. The same goes for small modifications made to the Product or Products in the event these modifications do not change the Product or Products in a material way.

Force Majeure:

The Supplier will be excused from any default or delay in the performance of its obligations under a Contract if and to the extent that the default or delay is caused by an event not reasonably foreseeable, or which is due to a cause beyond the Supplier's control which renders performance of the Supplier's obligations impossible or so difficult and costly as to be commercially unreasonable (Force Majeure).

Force Majeure in any event includes but is not limited to government orders issued or to be issued which prevent or limit the sale and delivery and/or the use of a Product or Products, a shortage of a Product or Products to be delivered, import or export bans, the failure of the Supplier's suppliers and/or transport companies and/or transport companies to satisfy their obligations or to satisfy these in time, disruptions in the production process for a Product or Products, the inability of the Supplier to obtain or retain the necessary permits, strikes or labour unrest, war, disease, epidemics/pandemics, natural and/ or nuclear disasters, explosions, acts of terrorism and/ or the threat of terrorism and delay in transport of a Product or Products.

In the event of Force Majeure, upon giving written notice thereof to the Customer, the Supplier shall be released from any liability on its part for the performance of its suspended obligations under the Contract during the Force Majeure.

In case of Force Majeure as well as in case of failure to perform by the Customer, the Supplier has the right to either postpone delivery until the circumstances have changed or if delivery has not taken place yet to partially or completely terminate) the Contract without being held liable for any damages.

Liability:

The Supplier is not liable for damages for wear and tear caused by usage of a Product or Products.

The liability of the Supplier, based on any Contract or any other legal grounds, will be limited to one hundred percent (100%) of the amount of the purchase price of the relevant Product as invoiced under the Contract in question.

Regardless of the legal grounds, the Supplier is not liable for any special, consequential, indirect or incidental loss, including but not limited to losses caused by delays, lost profits, lost savings, increased operational costs, loss of customers, loss of goodwill, etc., howsoever caused, regardless of the basis of liability.

The Customer shall indemnify the Supplier for any claim in excess of the limitation of liability if the ultimate owner/ end-user of the Product or Products or any other third-party can instigate a claim directly against Supplier.

Intellectual Property Rights:

The Customer hereby acknowledges that all registered and/ or non-registered intellectual property rights the Supplier has belong and will continue to belong to the Supplier and that the Customer shall respect any and all intellectual property rights the Supplier has. The Customer shall not use and/or apply to register any intellectual property rights so nearly resembling the intellectual property rights of the Supplier as to be likely to deceive or cause confusion.

The intellectual property rights to the brand, domain name and other materials, which arise from the Website, are held by Supplier.

The Customer is not entitled to publish or reproduce (parts of) the Website in any way. The Customer may only place a hyperlink to the Website when this is purely for information purposes towards other potential Customers. The placement of a hyperlink for any other purpose, including a commercial aim, is strictly prohibited.

Privacy:

See also the related Privacy Policy available on the Website.

Regarding the processing of personal data, the Supplier is the data controller. The Supplier determines the purpose and means of processing data. The Supplier processes personal data and the Customer is the data subject. The Supplier shall process the personal data in accordance with applicable privacy laws and regulations.

The privacy statement of the Supplier including potential future amendments is applicable to the use of the Website, any Contract and all services carried out by the Supplier. All users of the Website are obliged to comply with all the principles and articles described in the privacy statement.

Additionally, where the Customer uses an electronic method of payment, the Customer's personal data will be handled in accordance with the privacy policy of the provider of the electronic method of payment.

Applicable Law:

The Contract (including any non-contractual matters) is governed by the law of England and Wales.

Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the Customer lives in Scotland or Northern Ireland, in the courts of respectively Scotland or Northern Ireland.

