Terms & Conditions

1. About Us

1.1 The Website <u>www.edgenurseries.co.uk</u> are owned and operated by: Edge Nurseries (OFFICE ONLY) Sandy lodge Cheddleton road Birchall Leek ST13 5QZ

1.2 Mail: <u>Admin@edgeurseries.co.uk</u> Tel: 01538262699 If you need to contact us please use the above details.

2. Make a contract with us

2.1 When you place an order with us, you are making an offer to buy goods. An order can be placed and received in person, over the telephone, by email or via our online shop.

2.2 We will give you confirmation either by call, text or email that we have received your order.

2.3 In the unlikely event that the goods are no longer available, or that we have made a pricing mistake, we will advise you of this. Any order that has been placed will be cancelled, any monies paid will be refunded and there will be no contract between us.

2.4 Images of products on this website are for illustrative purposes only. Your goods may vary slightly from the image shown on the website and will not include any of the pictured accessories, unless stated in the specification of the goods.

2.5 We have made every effort to make sure the plants and other accessories which are displayed on our website are as accurate as possible. With plants being a living product there appearance can change depending on season and flowering periods, there may be variations in size, shape and colour.

2.6 Whilst we try to be as accurate as possible, all information provided is approximate and is provided in good faith. If you believe something on the website is inaccurate please alert us using the contact details above and we'll ask our website developers to investigate.

This contract is covered by English law.

2.7 By placing an order with us, you agree to and accept these terms, as well as our privacy policy and the terms of website use.

3. How to place an order

3.1 You can use our website to place an order by selection the product you wish to buy and adding it to your basket. Items you do not require can be removed from your basket at any time prior to payment processing. If your prefer to order by telephone you can do so by calling 01538262699 or emailing admin@edgenurseries.co.uk

3.2 If a quote has been requested and then accepted the buyer accepts full responsibility for checking the accuracy of that quote.

3.3 The buyer assumes responsibility for the goods being suitable for the purpose for which they are being purchased.

3.4 Carriage charges (if any) will be shown or conveyed prior to you placing your order.

3.5 You will be required to pay for the goods in full at the time of ordering or (if arranged and accepted at the point of order) payment can be made on delivery.

3.6 We use secure payment facilities for online purchases. You can pay for your order by PayPal, Visa, Mastercard or Delta/Connect. Cash or card payments can be taken if payment on delivery is arranged.

- 3.7 Promotional prices only apply during the period stated.
- 3.8 All prices quoted on our website are in UK pounds and include tax and VAT where applicable.

3.9 Once your order has been confirmed, changes may not be possible or may incur additional charges or delays. This will be confirmed prior to the changes being accepted.

3.10Once your order is complete we will notify you of the dispatch date.

4 Delivery & Carriage Charges

4.1 Goods will be dispatched from us within 5 working days. For deliveries which are In our local delivery area we aim to be in touch with a delivery date within 8 working hours of an order being placed. For Deliveries which are outside of our local delivery area we will send these through a courier and make every effort to protect the plants during transport with appropriate packaging and ensureing they are watered before they leave the nursery. For deliveries outside of our local delivery region these will be sent Monday- Wednesday to avoid them being in transit over the weekend. Any estimated delivery date is an estimate, which can change without notice due to (but not limited to) stock levels, weather conditions, road conditions, staffing levels. Dispatch may be delayed in accordance with point 4.11.

4.2 Your order may arrive in more than one delivery.

4.3 We can deliver our products in the areas specified on our website <u>www.edgenurseries.co.uk</u> Delivery outside of these zones may be available but subject to further delivery charges. Please use the contact details above to check if the address is within our delivery range.

4.4 We will deliver the goods to the premises you specify on your order. If payment has been received in advance of delivery then goods can be delivered without the need for someone to be at the delivery address. Please be sure that access can be gained to your driveway or property to accept delivery. Please remember most of our products are suitable for delivery outside so we will ask on organising the delivery date for a safe place to leave the products. If you've arranged for payment on delivery, then you must be at home to accept delivery of your order, which is between 8.30am and 4pm Monday-Friday. Saturday and Sunday deliveries are by special arrangement only.

4.5 We will deliver the goods to the premises you specify on your order. You or someone over 18 must be at home to accept delivery of your order. A missed delivery will incur a missed delivery charge of £25

4.6 Disposal of packing materials is your responsibility.

4.7 If there is no one to accept the order on the scheduled delivery date the goods may be returned to the Nursery and we reserve the right to charge you an additional re-delivery charge.

4.8 If you change the delivery address once the goods have been dispatched to you, we reserve the right to pass on any extra charges made by our carriers for redirecting your delivery, if the carriers are able to make the change. This will delay your delivery.

4.9 Please check the goods on delivery – any goods found to be missing or damaged should be notified to the delivery driver at the time of delivery or ourselves within 24 hours of delivery of the items.

4.10If the goods are lost or damaged please report this to us within 24 Hours from the delivery day.

4.11 Sometimes, for reasons beyond our control we may be prevented from delivering your goods as planned. These might include (but not limited to) things such as accidents, breakdowns, fire, flood, storm, severe weather, acts of god, war, riot, civil commotion, malicious damage or the default of our suppliers. We are not responsible where this causes a delay or failure in delivering your goods.

4.12 Free delivery is available on certain goods, all delivery charges will be listed at checkout.

4 Cancellation and returns

You can cancel your order at any time up to 24 hours before the due delivery date without penalty. Any monies paid will be returned.. To do this, please e-mail, or use the contact box on the website. We are unable to accept cancellations by phone.

You do not have to give any reason for cancellation. However, a brief explanation will help us to improve the service we offer to customers in the future.

If you cancel after the goods are delivered, you must return the goods within 7 days of cancellation, complete with the original packaging to us and/or our supplier (or any other UK address specified by us), at your own expense. You must ensure that the goods are packaged adequately to protect against damage and that living plants are watered sufficiently before returning them

We will refund all monies paid to us excluding postage / carriage within 30 days, Carriage is a specific and separate part of the order and if the goods have been delivered to the correct address then this part of the contract has been fulfilled.

We reserve the right not to replace any item that has been removed from packaging, as we will deem this acceptance of the goods.

We will not be held liable for any professional trades persons fees due to late, damaged or lost deliveries.

We are not liable for any loss earnings due to late, incorrect or lost deliveries.

We reserve the right to refuse replacements on any damaged items reported to us outside of two working days. Please refer to points: 4.9 and 4.10. This cancellation policy does not affect your legal rights – for example, if goods are faulty or misdescribed.

5 Faulty Goods / Guarantee

6.1 If there is a problem with the goods, please notify us by email or in writing providing details of the problem. In addition, you must provide us with a digital photograph of the problem as this saves you having to return the goods for inspection. We will deal with the matter in accordance with your legal rights. Please see points 4.9 and 4.10 for time restrictions.

6.2 All goods are sold as accurate to the product description. If this is not the case, please notify us in writing. Our aim is for 100% customer satisfaction.

6.3 Point 6.2 is provided in addition to the rights that the law says you have as a consumer and accordingly, your statutory rights are not affected.

6.4 If an exchange is necessary, this will be arranged without unreasonable delay and without charge. Replacement goods will not be dispatched until either an indicative digital image is supplied by the customer, or the original goods have been received at our Nursery and checked.

The cost of returning goods to us is your responsibility, however on inspection we will refund your reasonable postage costs, providing that the goods are found to be faulty. If the goods are not faulty, we will return them to you, however you will be required to cover our reasonable postage costs.

6.5 Where we replace faulty or inaccurate goods you are responsible for their disposal if they have not previously been returned to us.

6 Liability

7.1 The products sold on this website have been designed to comply with all relevant UK legislation. We cannot warrant or represent that they comply with any legal requirement outside the UK.

7.2 We do not accept liability for any consequential loss of profit or indirect losses. You should therefore not book installation of the goods until you have received them and inspected them.