**Chargrace Soils Terms & Conditions**

By purchasing goods from www. chargracesoils.com  you enter a legally binding agreement with us on the following terms. You should read and understand these terms because they affect your rights and liabilities. These terms describe the basis for purchase by you and sale by us of the products described on this website.

Terms and Conditions

**1. Definitions**

1.1 “Cancellation and Returns Policy” means the policy set out in clause 8.

1.2 “Goods” means the items that you order from us as detailed on the Order Form (including products).

1.3 “Order” means your offer to purchase Goods from The Chargrace.

1.4 “Order Form” means the form completed by you online when you Order your Goods (referred to on the website as a “Basket”).

1.5 “Turf” means turf. It should be known that Turf is a growing and therefore changing product.

**2. Placing an Order**

2.1 Browse the Website and select your chosen Goods.

2.2 Complete the Order Form in full and follow the instructions on the Website to place your Order. You will need to complete the details in the “Checkout” section of the Website. You will have the opportunity to review your Order in the “Checkout” section.

2.3 We will agree on a delivery date with you by telephone or email. Please see our delivery information for more detail about delivery options and charges.

2.4 After completing and submitting the Order Form, you will receive an e-mail confirming the details of the Goods ordered. No agreement exists between you and us until you receive this email.

2.5 Where you choose not to place your Order using the Website you may place your Order by telephone. Where this applies, references to the Order Form shall refer to the details agreed between you and us at the time of placing your Order.

**3. Product**

3.1 We aim to give you a clear view of the Goods that we sell. However, you should appreciate that there are inevitably slight variations in size, shape and color between different specimens. Illustrations, descriptions and other information for each product are for guidance only. We may at our sole discretion from time to time vary the nature of the Goods from that advertised without notice to you, so long as these variations are not material alterations.

3.2 All Goods and quantities of the Goods are checked before leaving the premises of the Seller. You are requested to make certain, upon delivery, that the Goods ordered are to your exact requirements. Any discrepancies need to be reported by you to us within 24hrs, either by email or telephone.

**4. Price of the goods**

4.1 The Website sets out the price of the Goods, in Pound sterling, next to the illustration/description of the Goods. The price will be confirmed on the Order Form before you place your Order.

4.2 Unless otherwise stated, the price is exclusive of any delivery charge, and this delivery charge shall be as set out on the Website.

4.3 We reserve the right to increase prices of the Goods for sale on the Website and/or delivery charges from time to time.

**5. Payment**

5.1 The amount payable by you shall be the total price of the Goods and the applicable delivery charges as set out.

5.2 Payment can be made by credit or debit card or PayPal. We will take the payment upon receipt of the Order.

5.3 We accept no liability if delivery is delayed because you did not supply us with the correct payment details.

6. Availability and Delivery

6.1 We only deliver to the Delivery area.

6.2 We reserve the right to refund your payment in the event that the Goods ordered by you are unavailable.

6.3 We will deliver the Goods to the address you have specified for delivery in your Order. Therefore, your delivery address needs to be accurate.

6.4 Please be precise about where you would like the Goods left if you are out when we deliver.

6.5 Deliveries of all landscaping products are made by the pallet, bulk bag or loose load. We will use all reasonable endeavours to place the Goods as close to your building as is deemed safe by our driver, as applicable.

6.6 You must provide sufficient and safe access to the point of unloading as described in our delivery information section. We are able to deliver all the Goods in accordance with your delivery instructions if you are not present, but in these circumstances, we cannot accept any liability for any loss or damage to the Goods from theft or otherwise.

6.7 We will aim to deliver within a quoted time frame but delivery times are not guaranteed. If the delivery is delayed due to any cause beyond our reasonable control, we will contact you to advise you that the delivery time will have to be extended.

**7. Non-Delivery**

In the unlikely event that your Order is not delivered you will be asked to make a choice of the options below:

7.1 Cancelling your Order. We will then refund the price you have paid in full within 30 days; or

7.2 arrange a revised delivery date.

**8. Cancellation and Returns Policy**

This clause 8 sets out The Seller’s Cancellation and Returns Policy. It sets out your rights to cancel your Order and return the Goods.

8.1 You may cancel your Order no later than 48hrs prior to your delivery day.

8.2 In circumstances where you have tried to cancel your Order less than 48hrs prior to delivery, it may be possible to cancel the delivery, but you will not receive a refund for Turf orders, any other Goods cancelled will be refunded in the form of a credit note. Any delivery costs charged will be refunded in full.

8.3 Once you have received your Order and the 24hr notification period set out in clause 3.2 has passed it may be possible to return the Goods, but no refund will be given unless;

8.3.1 You report the Goods are not true to the description given on the Goods page, and this has been deemed so by us.

8.3.2 The incorrect product has been supplied, and you have decided not to reorder the correct product.

**PLEASE NOTE THAT CLAUSE 8.3 DOES NOT APPLY TO TURF AS THIS IS A LIVING PRODUCT AND THEREFORE IS PERISHABLE AND WILL START TO DETERIORATE RAPIDLY ONCE HARVESTED IN FULFILMENT OF YOUR ORDER.**

8.4 Turf is highly perishable and, if not laid promptly may deteriorate rapidly. Where Turf is not rolled out immediately in spring/summer and within 24 hours in autumn/winter, we will not accept responsibility for such deterioration, and will not accept the return of Turf.

8.5 Please also be aware that due to extreme climatic conditions it is sometimes not possible to harvest the Turf in time for the specified delivery date.  If this is the case, we will give you the options set out in clause 7.

8.6 If you exercise your right to cancel your Order in accordance with clause 8.1, we will repay any sums paid by you for the Turf within 30 days of you telling us that you have cancelled your Order.

**9. Risk and Property**

9.1 We are not liable should damage to property be incurred. Delivery vehicles will not mount the pavement. You are responsible for arranging the removal of Goods deposited on the public highway.

**10. Liability**

10.1 We warrant that we have title to sell the Goods that we display on the Website.

10.2 We shall not be liable to you in connection with any contract, in tort (including negligence), contract or otherwise for any loss of profit, anticipated savings or data that your business may suffer. These terms and conditions do not affect your statutory rights.

10.3 We shall continually improve the Goods, so changes to them may be made at any time. We will use reasonable commercial endeavours to keep the Website up to date, but the information and specifications are subject to change without notice. Pictures on the Website are generally accurate, but variations in colour, shape and size must be expected.

10.4 The content of this Website is directed solely at those who access the site from within the Delivery area.

10.5 We assume no responsibility for the contents of any other website to which this Website has links.

10.6 Nothing in these conditions excludes or limits our liability for fraudulent misrepresentation or death or personal injury caused by our negligence or our employees.

**PLEASE NOTE THAT WE ACCEPT NO LIABILITY FOR ANY LOSS OR DAMAGE WHICH MAY OCCUR IF THE TURF IS NOT ROLLED OUT IMMEDIATELY IN SPRING/SUMMER AND WITHIN 24HOURS IN AUTUMN/WINTER.**

10.7 We cannot be held responsible for any failure to deliver Goods due to anything that is beyond our reasonable control including but not limited to fires, explosions, severe weather, industrial disputes (of its own or other employees), riots, raw material shortages, delays in transport, war, civil unrest and terrorist action. We shall have no liability to you for any loss or damage that you may suffer as a result of circumstances beyond our control.

**11. Copyright**

11.1 All of the written, photographic, design and audio content of the Website, together with the selection and arrangement of it and all software compilation, is our copyrighted property or that of the people that have granted us the right to use it and is protected as such. All rights reserved.

11.2 None of this material may be used without written permission. You may download or print a single copy for your own non-commercial off-line viewing.

11.3 All names, logos, slogans, or other phrases may be a trademark of us or another person or corporation. Any unauthorised use of a trademark is unlawful.

**12. Complaints**

12.1 If you wish to complain about any aspect of our service, please contact us via our online form.

**13. General**

13.1 You agree with us that any agreement made under these Conditions is between you and us only and is not intended to be enforceable by any other person who is not a party to it.

13.2 Emails to you will be to the address you specify to us. It is important that you give us an accurate and valid email address and contact telephone number and tell us of any changes to them.

13.3 If either you or we fail to enforce a right under these terms, that failure will not stop you or us from enforcing the other rights, of the same type of right on a later occasion.

13.4 To the extent that any provision of these terms is found by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction, that provision will be deemed not to be a part of these terms, it will not affect the enforceability of the remainder of these terms nor will it affect the validity, lawfulness or enforceability of that provision in any other jurisdiction.

13.5 The headings in these Terms are for convenience only and will not affect their interpretation.

13.6 We reserve the right to use your email address to send you details of our Goods, special offers and other promotions from time to time.