

Consumer Terms and Conditions



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1 GENERAL

- 1.1 **What these terms cover.** These are the terms and conditions on which we agree to supply to you, whether these are goods on a 'supply only' basis or installed works. For simplicity, we have sometimes used the word *products* to refer to both goods and installed works together.
- 1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. We intend to rely on these terms and your order only. If you require any changes, please make sure you ask for them to be put in writing. This can help avoid any problems about what you expect from us and what we expect from you.
- 1.3 **Who we are.** We are Huxley (UK) Limited, a company registered in England and Wales. Our company registration number is 02829270 and our registered office is at 25 St Thomas Street, Winchester, Hampshire, United Kingdom, SO23 9DD.
- 1.4 **How to contact us.** You can contact us by telephoning our customer service team at + 44 (0)1730 829608 or by writing to us at sales@huxleygolf.co.uk or The Old Grain Store, Lippen Lane, Warnford, Hampshire, United Kingdom, SO32 3LE.
- 1.5 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us.
- 1.6 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

2 OUR CONTRACT WITH YOU

- 2.1 **How we will accept your order.** Our acceptance of your order will take place when we email you that we have accepted it, at which point a contract will come into existence between you and us incorporating these terms and conditions.
- 2.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.
- 2.3 **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

3 OUR PRODUCTS

- 3.1 **Products may vary slightly from their pictures.** The descriptions and images of the products on our website and in our marketing materials are for illustrative purposes only. Although we have made every effort to show and describe the products accurately, we cannot guarantee that your product will not vary slightly from these descriptions and images. We do however

agree that the quality and description of the goods and/or installed works and any specification for them shall be as set out in the order.

3.2 **Sizes quoted for installed works are approximate.** Sizes quoted for installed works are approximate only and represent the area of the material supplied prior to trimming and shaping. The actual playing surface will be smaller.

3.3 **Making sure your measurements are accurate.** If we are making and/or installing the product to measurements you have given us you are responsible for ensuring that these measurements are correct. You can find information and tips on how to measure by contacting us.

3.4 **If we perform installed works for you.** If we perform installed works for you they will be set out in the order. Unless we explicitly state otherwise, we are not engaged to carry out design or survey work but only to supply and/or install a standard product in the place required by you, or provide consultancy services. If we provide you with consultancy services, this will be limited to a reasonable amount of time involving no more than three site visits and the provision of general advice concerning the installation of our products.

3.5 **What the installed works include.** Unless stated, any installed works we perform do not include the removal and/or disposal of spoil and packaging. We will not insure or arrange insurance of any installed goods. Lastly, we do not bring into service or maintain goods which we install, and this will be your responsibility, however, we will provide you with instructions necessary to carry out such functions.

4 YOUR RIGHTS TO MAKE CHANGES

4.1 **If you wish to make a change to the product you have ordered please contact us.** We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 8 *Your rights to end the contract*).

5 OUR RIGHTS TO MAKE CHANGES

5.1 **Minor changes to the products.** We may change the product to reflect changes in relevant laws and regulatory requirements. These changes will not affect your use of the product. In addition, whilst we take every effort to ensure that our products stay the same, we cannot guarantee that the same products ordered separately will not differ in certain small ways (for example, the precise shade of green of our golf mats may not match exactly).

5.2

6 WHAT WE EXPECT FROM YOU

6.1 **In order to fully perform our contract with you, we will expect you to do certain things.**

- (a) You should ensure that the terms of the order and any other information you provide to us are complete and accurate.
- (b) You should prepare your premises for the delivery of the goods and/or performance of the installed works. We will expect you to ensure that you are at the delivery address specified on the order on the delivery date. If we (or our carrier) are unable to deliver the goods on the delivery date because you are not there we will be entitled to charge you a re-delivery charge.
- (c) If we are performing installed works for you, you should provide us (including our employees, agents, consultants and subcontractors) with safe access to your premises and other facilities as reasonably required by us to perform the installed works. We will also expect that you will be able to supply power and water as required.
- (d) You should co-operate with us in all matters relating to our Contract with you and the supply of the goods and/or performance of the installed works, including providing us with such information and materials as we may reasonably require in order to supply the goods and/or installed works, and ensuring that such information is complete and accurate in all material respects.
- (e) If we are performing installed works for you, you should ensure that any necessary consents required in connection with the installed works have been obtained.
- (f) If we are performing installed works for you, you should inform us of any underground hazards that may be present and which could impact any installed works we perform. We will not accept any liability for damage arising either during or after completion of the installed works caused by you failing to inform us of any relevant underground features.
- (g) If we are performing installed works for you, we will expect you to be responsible for security of the site of the installed works and dry storage of goods delivered by us (but not for our tools and plant).

7 PROVIDING THE PRODUCTS

7.1 **Delivery costs.** The costs of delivery will be as displayed to you on the order.

7.2 **When we will provide the products.** If the products are goods we will deliver them to you as soon as reasonably possible. We will contact you with an estimated delivery or collection date.

7.3 **We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received, minus any reasonable costs or expenses we may have already incurred.

- 7.4 **Collection by you.** If you have asked to collect the goods from our premises, you can collect them from us provided that you contact us in advance to arrange a date and time.
- 7.5 **If you are not at home when the product is delivered.** If no one is available at your address to take delivery and the products cannot be posted through your letterbox, we will contact you to arrange re-delivery or collection from our premises. We may charge an additional re-delivery fee in this case.
- 7.6 **If you do not re-arrange delivery.** If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from our facilities, we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and Clause 10 will apply.
- 7.7 **If you do not allow us access to perform installed works.** If you do not allow us access to your property to perform the installed works as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and Clause 10 will apply.
- 7.8 **When you become responsible for the goods.** Any goods you order from us will be your responsibility from the time we deliver the product to the address you gave us or you collect it from us.
- 7.9 **When you own goods.** You own goods once we have received payment in full.
- 7.10 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the products to you. We will contact you in writing to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 10 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

8 YOUR RIGHTS TO END THE CONTRACT

- 8.1 **You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract. You may be able to receive a full refund, or a partial refund if we have already incurred certain costs. Please note that if our contract with you involves installed works, and we have already started to provide you with the installed works, we cannot provide you with a refund.
- 8.2 **If what you have bought is faulty or misdescribed you may have a legal right to end the contract.**
- 8.3 **If you want to end the contract because of something we have done or have told you we are going to do, see clause 8.5 below.**

8.4 **If you have just changed your mind about the good or installed works, see clause 8.6.** You may be able to get a refund if you are within a certain period, but this may be subject to deductions and you will have to pay for the return of any goods or any of our costs already incurred.

8.5 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided or installed works not yet performed and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming change to the product or these terms which you do not agree to;
- (b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the products may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 3 months; or
- (e) you have a legal right to end the contract because of something we have done wrong.

8.6 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most goods bought online you have a legal right to change your mind within 14 days and receive a refund. Where you have ordered installed works from us, you also have 14 days after the day we email you to confirm we accept your order to change your mind and receive a refund, however, this refund may be subject to deductions for our costs already incurred up to the point you change your mind. Once we have begun installing the works you cannot change your mind and receive a refund, even if the 14-day period is still running.

9 **HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)**

9.1 **Tell us you want to end the contract.** To end the contract with us, please let us know by phone or email. Call customer services on +44 (0)1730 829608 or email us at sales@huxleygolf.co.uk. Please provide your name, home address, details of the order and, where available, your phone number and email address.

9.2 **Returning goods after ending the contract.** If you ordered goods only (not installed works) and end the contract for any reason after the goods have been dispatched to you or you have received them, you must return them to us. Please call customer services on +44 (0)1730 829608 or email us at sales@huxleygolf.co.uk to arrange collection. You must retain possession of the goods along with their original packaging, and take good care of them until we have made arrangements with you to collect the goods. Where you exercise your right to cancel the contract and we collect the goods from you, we will be entitled to recover the cost of collecting such goods from you and deduct such costs from any refund payable to you.

10 OUR RIGHTS TO END THE CONTRACT

10.1 **We may end the contract if you break it.** We may end the contract for a product at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 30 days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products;
- (c) you do not, within a reasonable time, allow us to deliver the products to you or collect them from us; or
- (d) you do not, within a reasonable time, allow us access to your premises to perform the installed works.

10.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you for any reasonable costs that we have incurred up to that point as a result of your breaking the contract.

11 PRICE AND PAYMENT

11.1 **Where to find the price for the product.** The price for the products will be set out in the order. Where no price has been quoted in the order, the price will be the price we quote (if any) on our website at the date of our accepting your order.

11.2 **When you must pay and how you must pay.** You must pay the total price including VAT upon placing an order, unless credit terms have been agreed.

11.3 **Our quotations.** Our quotations are only valid for a period of 28 days, unless we inform you that they are no longer valid earlier.

11.4 **VAT.** Prices are exclusive of VAT unless specifically stated otherwise.

12 TIME FOR COMPLETION

12.1 **When we will deliver the goods or installed works.** Our delivery dates are approximate only and we cannot guarantee them. We will not be liable for any delay in meeting such date that is caused by an event outside our control or if you have failed to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the products listed in the order.

12.2 **If delivery is delayed and this causes difficulties for you.** We will not be liable for loss or damage you may suffer caused by any delay in delivery unless you have specifically informed us in advance that such loss or damage will be a likely consequence of such delay prior to us accepting the order.

12.3 **If delivery is delayed and it is not our fault.** If delivery of the products is delayed beyond 3 months following the date of the order and this is not our fault, we may increase the price of the goods and/or the installed works to take account of increases in labour and materials costs.

13 **LIMITATION OF LIABILITY (THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE)**

13.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

13.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products, including the right to receive products which are of satisfactory quality, supplied with reasonable skill and care and, where installed by us, correctly installed; and for defective products under the Consumer Protection Act 1987.

13.3 **When we are liable for damage to your property.** If we are providing installed works on your property, we will not be responsible for reasonable damage to land or property which is a natural consequence of us providing the installed works for you (for example, damage to grass surrounding the installed works, or visible tread marks from the vehicle delivering equipment for the installed works to take place). We are also not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while performing the installed works.

13.4 **We are not liable for business losses.** We only supply the products for your domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

14 **GUARANTEE**

14.1 **Our guarantee.** Where we have carried out an installation we guarantee our materials and workmanship for twelve months following the date of completion of the installed works and will remedy without charge any defect in the installation unless caused by misuse, accident, events outside our control or a failure to properly maintain. Where we have supplied goods but not installed works we warrant that (subject to the other provision of these terms) the materials will be of a satisfactory quality and be fit for incorporation in an artificial putting green or any other specified purpose for the period of twelve months from the date of purchase.

15 **MISCELLANEOUS**

15.1 **Our use of sub-contractors.** We may sub-contract any installed works without informing you beforehand or obtaining your consent.

- 15.2 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will endeavour to tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 15.3 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 15.4 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date
- 15.5 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.
- 15.6 **Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms.