

EDEN CHESHIRE LIMITED

OUR TERMS AND CONDITIONS

1. THESE TERMS

1.1. **What these terms cover.** These are the terms and conditions on which we supply goods and services to you. We will refer to these goods and services as "Products" throughout these terms and conditions and "Products" shall mean each of them together, unless otherwise stated.

1.2. **Why you should read them.** Please read these terms carefully before you agree to an order. 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.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1. **Who we are.** We are Eden Cheshire Limited a company registered in England and Wales. Our company registration number is 09399292 and our registered office is at 144 Knutsford Road, Grappenhall, Warrington, Cheshire WA4 2PQ. Our trading address is Preston Brook Plant Hire Centre, Windmill Lane, Warrington WA4 4AZ Our registered VAT number is 220616155

2.2. **How to contact us.** You can contact us by telephoning our customer service team at 01925 263125 or by emailing us at info@eden-landscapes.co.uk.

2.3. **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 in your order.

2.4. **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

3.1. **How we will accept your order.** Our acceptance of your order will take place once you have paid to us the 10% deposit referred to in clause 12.4, at which point a contract will come into existence between you and us.

3.2. **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. This might be because products are 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 requested.

3.3. **Your invoice number.** We will assign an invoice 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 invoice number whenever you contact us about your order.

3.4. **We only sell to the UK.** Unfortunately, we do not accept orders from addresses outside the UK.

3.5. **Exclusions.** We do not supply or install any electrical components or undertake any electrical work. If you require any electrical work or installation, you must source your own qualified electrician. The following are also excluded from the contract and we will have no liability to you in respect of these:

3.5.1. **Landscaping Products.** Any damage or loss caused in respect of cables or pipes which are less than 600 mm below ground level or the cost of removing these or working around them.

3.5.2. **Resin Driveway Products.**

Any loss or damage incurred as a result of your failure to ensure that animals, vehicles of any type, or persons cross or step on the resin surface until it is fully cured (which will be 48 hours after installation of the resin product or later if advised by us).

3.5.3. **Clear Workspace.**

When providing Products we will require you to ensure that no-one other than our staff enter into the workspace or interferes with any equipment on site. This will be your responsibility and we will not be liable for any loss or damage caused to you or any third party as a result of your failure to do this and you agree to indemnify and hold us harmless against any loss that we suffer as a result of any breach of this clause.

4. **OUR PRODUCTS**

4.1. **Products may vary slightly from their pictures.** The images of the Products and examples of completed work on our website are for illustrative purposes only and natural variations in the colour of Products is normal. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the Products or examples of the completed work. Your Product may vary slightly from those images.

5. YOUR RIGHTS TO MAKE CHANGES

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).

6. OUR RIGHTS TO MAKE CHANGES

6.1. **Minor changes to the Products.** We may change the Product:

6.1.1. to reflect changes in relevant laws and regulatory requirements; and

6.1.2. to implement minor technical adjustments and improvements.

7. PROVIDING THE PRODUCTS

7.1. **When we will provide the Products.** We will begin providing the Product on the date set out in the order or, if none is set out, the date notified to you.

7.2. **We are not responsible for delays outside our control.** If our provision of the Products is delayed by an event outside our control (including unsuitable weather conditions for installation) 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 services or Product (or part of it) that you have paid for but not received.

7.3. **If you do not allow us access to provide Products.** If you do not allow us access to your property to provide the Product 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 10.2 will apply.

7.4. **When you become responsible for goods.** Any Product or part of a Product which is goods will be your responsibility from the time we deliver it to your address save that we shall be responsible for any loss or damage to such Product which is due to our negligence.

7.5. **When you own goods.** You own a Product which is goods once we have received payment in full.

7.6. **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, for example, details of any cabling or utility piping at your address. 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 10.2 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.

7.7. **Reasons we may suspend the supply of Products to you.** We may have to suspend the supply of a Product to:

7.7.1. deal with technical problems or make minor technical changes;

7.7.2. update the Products to reflect changes in relevant laws and regulatory requirements;

7.7.3. make changes to the Products as requested by you or notified by us to you (see clause 6).

7.8. **Your rights if we suspend the supply of Products.** We will contact you in advance to tell you we will be suspending supply of the Product, unless the problem is urgent or an emergency. If we have to suspend the Product for longer than two weeks we will adjust the price so that you do not pay for Products while they are suspended. You may contact us to end the contract for a Product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than two weeks and we will refund any sums you have paid in advance for the Product in respect of the period after you end the contract.

7.9. **We may also suspend supply of the Products if you do not pay.** If you do not pay us for the Products when you are supposed to (see clause 12.4) we may suspend supply of the Products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the Products. As well as suspending the Products we can also charge you interest on your overdue payments (see clause 12.5).

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 whether there is anything wrong with the Product, how we are performing and when you decide to end the contract:

- 8.1.1. **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the Product repaired or replaced or a service re-performed or to get some or all of your money back), **see** clause 11;
 - 8.1.2. **If you want to end the contract because of something we have done or have told you we are going to do, see** clause 8.2;
 - 8.1.3. **If you have just changed your mind about the Product, see** clause 8.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions;
 - 8.1.4. **In all other cases (if we are not at fault and there is no right to change your mind), see** clause 8.6.
- 8.2. **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 8.2.1 to 8.2.5 below the contract will end immediately and we will refund you in full for any Products (or part of them) which have not been provided and you may also be entitled to compensation. The reasons are:
- 8.2.1. we have told you about an upcoming change to the Products or these terms which you do not agree to;
 - 8.2.2. we have told you about an error in the price or description of the Products you have ordered and you do not wish to proceed;
 - 8.2.3. there is a risk that supply of the Products may be significantly delayed because of events outside our control;
 - 8.2.4. 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 two weeks; or
 - 8.2.5. you have a legal right to end the contract because of something we have done wrong.
- 8.3. **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most goods and services bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.
- 8.4. **When you don't have the right to change your mind.** You do not have a right to change your mind in respect of:
- 8.4.1. any resin Products after they have been mixed or applied;

- 8.4.2. services, once these have been completed, even if the cancellation period is still running;
- 8.4.3. any Products which become mixed inseparably with other items after their delivery (which shall include digging into or installing into a garden).
- 8.5. **How long do I have to change my mind?** You have 14 days after the day we email you to confirm we accept your order. However, once we have completed the provision of the Products you cannot change your mind, even if the period is still running. If you cancel after we have started providing the Product, you must pay us for the Products (or part of it) provided up until the time you tell us that you have changed your mind.
- 8.6. **Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind (see clause 8.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract is completed when we have finished providing the Products and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for Products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.
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 emailing us at info@eden-landscapes.co.uk. Please provide your name, home address, details of the order and, where available, your phone number and email address.
- 9.2. **How we will refund you.** We will refund you the price you paid for the Products by the method you used for payment. However, we may make deductions from the price, as described below.
- 9.3. **Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind we may deduct from any refund an amount for the supply of the Product for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

- 9.4. **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then your refund will be made within 14 days of your telling us you have changed your mind

10. OUR RIGHTS TO END THE CONTRACT

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

10.1.1. you do not make any payment to us when it is due and you still do not make payment within seven days of us reminding you that payment is due;

10.1.2. you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Product, for example, the details of any cabling or utility pipes on the property;

10.1.3. you do not, within a reasonable time, allow us access to your premises to supply the Products.

- 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 reasonable compensation for the net costs we will incur as a result of your breaking the contract.

- 10.3. **Technical Survey.** We may cancel the contract if any technical survey that we commission shows adverse results. We will refund any money you have paid in advance for Products we have not provided but we will deduct the costs of the Technical Survey.

11. IF THERE IS A PROBLEM WITH THE PRODUCT

- 11.1. **How to tell us about problems.** If you have any questions or complaints about the Product, please contact us. You can telephone our customer service team at 01925 263125 or write to us at info@eden-landscapes.co.uk.

- 11.2. **Summary of your legal rights.** We are under a legal duty to supply Products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

If the product is **goods**, for example resin, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

up to 30 days: if your goods are faulty, then you can get an immediate refund.

up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.

up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back but please also see clause 11.3.

If your product is **services**, for example landscaping services, the Consumer Rights Act 2015 says:

you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.

if you haven't agreed a price beforehand, what you're asked to pay must be reasonable.

if you haven't agreed a time beforehand, it must be carried out within a reasonable time.

11.3. Resin Driveway Guarantee

Further to clause 11.2, we offer a guarantee in respect of resin driveways Products for a period of three years to cover against the resin Product and installation defects. If the resin surface should become detached or loosened from the sub base within this three year period then we will carry out any necessary repair work free of charge. In giving this guarantee we make the following clarifications and exclusions:

- 11.3.1. it is natural that the grip on a resin drive may not be as adhesive as other surfaces (especially in the early years) and we therefore cannot be held responsible for any accidental trip, slip, or fall as a result of a person not taking appropriate care when walking across a resin treated drive.
- 11.3.2. the appearance of the drive will dull naturally over time due to it being a natural product and such natural dulling is not covered by the guarantee. In order to maintain the drive at its optimal aesthetic

appearance you must comply with the terms of the aftercare sheet set out on our website at <https://www.cheshire-resin.co.uk/faq-s>.

- 11.3.3. the resin driveway is not and should not be expected to be weed proof and whilst we do our best to kill off weeds prior to installation, it is possible that weeds can grow through and within the resin and you must keep up good maintenance in accordance with the aftercare sheet.
- 11.3.4. resin driveways are installed by hand and whilst we endeavour to lay the Product as flat as possible, our ability to do so is always dependent upon the existing sub base and its contour.
- 11.3.5. as resin is a hand-growled product it may not be smooth from every angle and variations in smoothness from certain angles will not be considered to be a defect for the purpose of this guarantee.
- 11.3.6. any impacts on the overall appearance of the drive as a result of variations in the aggregates in the ground will not be considered a defect and shall not come under this guarantee.
- 11.3.7. hairline cracks which do not affect the overall performance of the surface are not regarded as a defect for the purpose of this guarantee. The guarantee does not cover any damage caused by sinkage, tree roots, or defamation of any underlying structural layers.
- 11.3.8. any disturbance of the resin surface caused by the turning of any tyres shall not be considered to be a defect for which we will bear any liability.
- 11.3.9. if, for a particular Product, a joining or expansion strip is required which causes the finish to the surface to be less than seamless, then we shall not be liable for this and this shall not be considered to be a defect under this guarantee.

12. PRICE AND PAYMENT

12.1. **Where to find the price for the Product.** The price of the Product (which includes VAT) will be the price indicated on the order form. We take all reasonable care to ensure that the price of the Product advised to you is correct. However please see clause 12.3 for what happens if we discover an error in the price of the Product you order.

12.2. **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the Product, we will adjust the rate of VAT

that you pay, unless you have already paid for the Product in full before the change in the rate of VAT takes effect.

12.3. **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the Product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract and refund you any sums you have paid.

12.4. **When you must pay and how you must pay.** We accept payment by cash, cheque or BACS to our bank account number 39725103 and sort code 60-20-29 (please quote your invoice number when making payment). When you must pay depends on what product you are buying:

12.4.1. For landscaping Products, you must pay in the price in the following instalments at the following times:

12.4.1.1.a non-refundable deposit of 10% at order confirmation (to secure a start date at least 14 days from such payment);

12.4.1.2.30% on the first completed day of work;

12.4.1.3.30% at the halfway point in the provisions of the Product;

12.4.1.4.30% on Completion.

12.4.2. For **resin driveway Products**, you must pay in the following instalments at the following time:

12.4.2.1.a non-refundable deposit of 10% at order confirmation (to secure a start date at least 14 days from such payment);

12.4.2.2.30% on the first completed day of work;

12.4.2.3.20% once the base has been laid;

12.4.2.4.20% before ordering of resin;

12.4.2.5.20% on completion.

12.4.3. For **resin overlay Products**, you must pay in the following instalments at the following time:

12.4.3.1.a non-refundable deposit of 10% at order confirmation (to secure a start date at least 14 days from such payment;

12.4.3.2.20% before ordering of resin;

12.4.3.3.30% on the first completed day of work;

12.4.3.4.40% on completion.

12.5. **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

12.6. **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

13. **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

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 as summarised at clause 11.2.

13.3. **When we are liable for damage to your property.** If we are providing Products in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the Products.

13.4. **We are not liable for business losses.** We only supply the Products for 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.

13.5. **Recommendations.** From time to time we may on request recommend third party trade personnel and any such recommendation shall not constitute a guarantee of the quality or expertise of such party for which we shall bear any responsibility. It is for you to undertake your own checks and investigations on anyone that might recommend to you.

14. HOW WE MAY USE YOUR PERSONAL INFORMATION

14.1. **How we will use your personal information.** We will use the personal information you provide to us:

14.1.1. to supply the Products to you;

14.1.2. to process your payment for the Products; and

14.1.3. if you agreed to this during the order process, to give you information about similar Products that we provide, but you may stop receiving this at any time by contacting us.

14.2. **We will only give your personal information to other third parties where the law either requires or allows us to do so.**

15. OTHER IMPORTANT TERMS

15.1. **You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. However, you may transfer our guarantee at clause 11.3 to a person who has acquired the Product following the sale of your property. We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the property.

15.2. **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, except as explained in clause 15.1 in respect of our guarantee. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

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. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment 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.

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