

## **Terms and Conditions**

### **1. About Us**

Tools4thegarden is committed to bringing you the highest quality of garden equipment at our best possible price.

The directors of the company have over 70 year's history in retail DIY between them. As a result they have been able to select the products that they have found to be of the highest standards at their relevant price points.

Tools4thegarden.co.uk is part of Tools and Garden Ltd.

Name & Registered Office:

Tools and Garden Ltd  
3 Charnwood Street  
Derby  
DE1 2GY  
Company No. 06150127  
Tel: 01283 216333  
Monday to Saturday 8:30am to 5:30pm

Goods Return Address

Tools and Garden Ltd  
29 Swadlincote Road  
Woodville  
Swadlincote  
Derbyshire  
DE11 8DE

VAT registration number: 902 9256 30.

### **2. Our Contract**

These terms and conditions govern the supply of goods sold by Tools and Garden Ltd (No. 06150127) of 3 Charnwood Street, Derby, DE1 2GY ("we" and "us") to the customer ("you") and constitute the entire and only agreement between us in relation thereto.

Purchasers are required to be 18 years of age or above, and accept our full terms and conditions.

### **3. Price and Payment**

All orders placed are subject to acceptance by us, by delivery of the goods to you, at which point a legally binding contract is constituted between us. The

processing of your payment and acknowledgment of your order does not constitute legal acceptance of your order.

If, by mistake, we have under priced an item, we will not be liable to supply that item to you at the stated price, provided that we notify you before we despatch the item to you. In those circumstances, we will notify the correct price to you so you can decide whether or not you wish to order the item at that price. If you decide not to order the item, we will give you a full refund on any amount already paid for that item in accordance with our refund policy.

We must receive payment for the whole of the price of the goods you order, and any applicable charges for delivery, before your order can be processed unless we have agreed otherwise in advance in writing.

Current VAT rates are included in the prices shown.

#### **4. Delivery, Title and Goods Collection Point**

Delivery will be made to the address specified when you complete the order. You may choose to collect an item from our collection address listed below.

##### **a. Delivery Charges**

Delivery for an order under £65 is subject to a £5.99 delivery charge.

Orders over £65.00 will be delivered free of charge. ( See delivery areas)

Items marked as free delivery only relate to that product, if additional items are added that incur delivery costs then these will be charged unless the order total reaches £65 and then free delivery applies.

##### **b. Delivery areas**

The delivery prices stated are for delivery to mainland England, Wales and certain Scotland postcodes only. A list of excluded postcodes is included in shipping information on the website. Additional delivery charges apply to these areas and countries outside the UK.

##### **c. Collection Point**

Alternatively, ANY item on the website can be collected from:

**Tools and Garden Ltd Collection Service**  
29 Swadlincote Road  
Woodville  
Swadlincote  
Derbyshire  
DE11 8DE

If you wish to collect an item you must contact Customer Services to arrange a time and date of collection.

Please note that Tools and Garden Ltd and R. Massey & Son companies are independent of each other. We only have the right for customers to collect their goods from their warehouse.

#### **d. General Delivery information**

Items will usually be dispatched within 24 hours of receiving the order. Items are normally delivered within 1-3 working days.

Out of stock items are typically delivered within 10 working days as long as we are able to obtain more stock. You will be notified if your order will take longer than 7 working days.

Please note we can not be held responsible for any orders delayed in the carrier service as this is simply beyond our control.

All orders need to be signed for and cannot be left without a signature unless by prior arrangement. In these cases we cannot be held responsible for theft or damage to the items.

**Stihl**, and **Mountfield** products are only available for delivery to the area within 40 miles of [our warehouse] at 29 Swadlincote Road, Woodville, Swadlincote, Derbyshire, unless it has been agreed by special agreement with Customer Services. This is because these products have to be built up and delivered in person under the terms of the agreements with the manufacturers.

For reasons of health and safety and to avoid any property damage, most 'Big Stuff' items can only be delivered to a ground floor location at the delivery address. You must make your own arrangements at your own risk if the relevant item needs to be transported from the delivery location.

#### **5. Damaged Items, Short Deliveries and Parts Missing**

If the items inside the delivery are damaged or items are missing you should either refuse the delivery completely or sign for the parcels as being "**DAMAGED**".

If the number of parcels does not match or correspond to the consignment note, this must be stated as "**SHORT DELIVERY**".

It is **YOUR** responsibility to ensure that the actions above are followed **BEFORE SIGNING**. Mistakes cannot be rectified once the number of packages has been signed for. If you sign for items and are not marked "damaged" or "short delivery" then the correct goods have arrived undamaged.

We will either make good any shortage or non-delivery; replace or repair any goods that are damaged or defective upon delivery; or refund to you the amount paid by you for the goods in question less the carriage charge we have incurred where the goods were advertised as “free delivery” by us.

All carrier related damages and discrepancies must be signed for **DAMAGED** or you should refuse the delivery. It is your responsibility to check the contents of the delivery have arrived intact before signing for the delivery. Once you have signed for the goods as being OK we are unable to replace or refund the goods that have been damaged by the courier. We will not be held responsible for any carrier related damage if you have signed for the parcel without specifying that the delivery was “**DAMAGED**”

If an item is discovered to have parts missing these must be reported to us within 2 working days of signing for package(s). We will not be responsible for rectifying the problem outside of this time period.

We have no facility for collecting damaged items outside of England, Wales and Scotland. You will be responsible for arranging the return of any damaged item, along with the cost and risk of returning such items to us, and any carriage charges incurred by us in reshipping to you.

## **6. Cancellation Policy**

The consumer has the right to cancel the contract and return their product within 7 working days from the receipt of the original order without giving a reason, subject to the product being in a resalable condition. This means the product is not damaged, has not be used in any way and that the product is complete with the original pristine condition packaging.

If the goods have been despatched by us before you cancel, you must return them to us at Tools & Garden Ltd Cancellation department at your own cost and risk. The return address is: Tools & Garden Cancellation Department, 29 Swadlincote Road, Woodville, Swadlincote, Derbyshire, DE11 8DE.

Once you have notified us that you are cancelling your contract, any sum received by us will be refunded to you as soon as possible and in any event within 30 days of your order **PROVIDED THAT** the goods in question are returned by you and received by us in the resalable condition described above. If you do not return the goods or do not pay the costs of delivery, we will be entitled to deduct the costs of recovering the goods from the amount to be re-funded to you.

If the product does not match the resalable criteria then you will be responsible for a 50% re-packaging / repair charge. All returned products of this nature are photographed on arrival at our goods in department.

You may cancel your order by calling Customer Services on 01283 216333 [Monday to Friday between 8:30am and 5:30pm, or by emailing: sales@tools4 the garden.co.uk or sales@tools4thethehome.co.uk

There is no statutory cancellation right if goods are perishable, have been personalised, or manufactured to the customer's specification.

## **7. Returning Faulty Goods Policy**

If the product fails during the specified manufacturer's warranty period, the item will either be repaired, exchanged or refunded as appropriate in accordance with your legal rights.

If the faulty item is to be collected from you for repair or exchange then we will arrange for a convenient day for you when we can collect the item. We will only make one attempt to collect the item on the specific day that you have specified. This is because we are charged by the carrier for the collection regardless of whether you are in. If you fail to return the item with the carrier then it becomes your responsibility to return the items to us at your cost.

If a petrol machine develops a fault within the manufacturer's warranty period, we may refer you to your local dealer for that manufacturer where the product will be examined by their qualified technicians and repaired as per the manufacturer's warranty policy. This does not affect your statutory rights as a consumer. Collection/delivery charges may be incurred.

Tools and Garden Ltd will not be liable for any additional costs incurred whilst goods are away for warranty repairs- this includes rental or hire charges from a third party.

If a product is faulty, Tools and Garden Ltd must be notified of the fault along with Proof of Purchase and the product serial number.

In accordance with the Sale of Goods Act 1979 (as amended) consumers may also return goods which do not conform to the contract.

We will not be liable to you for any loss of profits, administrative inconvenience, disappointment, indirect or consequential loss or damage arising out of any problem in relation to the goods (including non-delivery, late delivery, short delivery or damaged products) and we shall have no liability to pay any money to you by way of compensation other than any refund we make under these conditions.

We have no facility for collecting faulty items outside of England, Wales and Scotland. You will be responsible for arranging the return of any faulty item, along with the cost and risk of returning such items to us, and any carriage charges incurred by us in reshipping to you.

## **8. Refund Policy**

All relevant refunds as noted in sections 5, 6 and 7 will be made within 5 working days of Tools and Garden Ltd receiving the goods.

A refund will be made back to the credit or debit card that you used to purchase the items from our website. A refund cannot be given to a different credit or debit card.

## **9. Purchasing Powered Machines and Hand Cutting Tools (Knives Axes) etc**

All purchasers are required to be 18 or over and have printed out and read in full and accepted our full terms, conditions and disclaimer before products are dispatched.

Whilst using garden tools, powered machines, power tools, and forestry equipment etc, you must be wearing the correct safety equipment AT ALL TIMES as stated by the manufacturer's manual. Some protective clothing/equipment is available on our web site. Follow manufactures recommended safety tips. Keep your tools and equipment well maintained and serviced regularly. Petrol powered products must be used outdoors.

Anyone who uses a chainsaw should have received adequate training in safe use; wear suitable protective equipment and ensure they have taken all reasonable practical steps so that no-one is put at risk by their work. Before a chainsaw is dispatched you are required to download, read and accept our Terms, Conditions and Disclaimer and check box to confirm acceptance.

## **10. Force Majeure**

We shall have no liability to you for any failure or delay in supply or delivery, or for any damage or defect to goods supplied or delivered hereunder that is caused by any event or circumstance beyond our reasonable control (including, without limitation, strikes, lockouts and other industrial disputes).

## **11. Our responsibility to you**

If we are in breach of these Terms & Conditions, we will only be responsible for any losses that you suffer as a result to the extent that they are a foreseeable consequence to both of us at the time you make the relevant order. Our products are for personal use only and our liability shall not in any event include business losses such as lost data, lost profits or business interruption.

This paragraph 11 shall not limit or affect our liability resulting from any products sold being found to be unsafe or if something we do negligently causes death or injury.

Our liability to you in connection with any order will not exceed the total price paid for the items.

## **12. Privacy Policy**

We respect your rights as a consumer and are dedicated to protecting your privacy to the full extent of the UK Data Protection Acts of 1984 and 1998.

We only collect information through the ordering/ registration process, or from your telephone, mail or email enquiry. We only collect information that is required specifically to create a more personal shopping experience, and to process your orders. The type of information we will collect about you includes: Your name, address, phone number, email address, credit/debit card details. We will never collect sensitive information about you without your explicit consent.

The information you provide is kept securely, we follow strict security procedures concerning the storage and disclosure. We may require proof of identity before sensitive information is disclosed to you.

## **13. 3<sup>rd</sup> Party Disclosure**

Tools and Garden Ltd will never trade, sell or exchange any of your personal details with any 3rd party company or institution, unless you specifically give your permission at the point of data entry.

Website statistics may be provided to reputable 3rd party vendors, but this will NEVER contain any personal details.

## **14. General**

You may not transfer any of your rights under these Product Terms & Conditions to any other person. We may transfer our rights under these Product Terms & Conditions to another business where we reasonably believe your rights will not be affected.

If you breach these Product Terms & Conditions and we choose to ignore this, we will still be entitled to use our rights and remedies at a later date or in any other situation where you breach these Product Terms & Conditions.

We shall not be responsible for any breach of these Product Terms and Conditions caused by circumstances beyond our reasonable control. Except as expressly set out in these Product Terms and Conditions, all use of your personal information will be made in accordance with our privacy policy.

These Product Terms & Conditions are subject to English law. We will try to solve any disagreements quickly and efficiently.

If any part of these terms and conditions is unenforceable (including any provisions in which we exclude liability to you) the enforceability of any other part of these conditions will not be affected.

Except for our affiliates, directors, employees or representatives, a person who is not a party to this agreement has no right under the UK Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement but

this does not affect any right or remedy of a third party that exists or is available apart from that Act.

These terms and conditions, together with our current website prices, delivery details, contact details [and Privacy Policy] set out the whole of our agreement relating to the supply of goods to you by us. Nothing said by any sales person on our behalf should be understood as a variation of these terms and conditions or as an authorised representation about the nature or quality of any goods offered for sale by us. Save for fraud or fraudulent misrepresentation, we shall have no liability for any such representation being untrue or misleading.