



TRADING TERMS AND CONDITIONS 14-10-2024

1 INTRODUCTION

- 1.1 Arbour Landscape Solutions Limited ('we' and 'us') is a company registered in England and Wales with company number 12054147. Our registered office address is 4 Woodside, Eaton Bray, Dunstable, England, LU6 2RQ. You can call us on 0208 953 6177 or email enquiries@arburlandscapesolutions.co.uk Our VAT Number is GB325032151.
- 1.2 The website at www.arburlandscapesolutions.co.uk is owned and operated Arbour Landscape Solutions Limited. For terms relating to the use of the Website please refer to the Website Terms of Use.

2 OUR CONTRACT WITH YOU

- 2.1 These terms and conditions (the 'Conditions') apply to the order by you and supply of Goods by us to you ('Contract'). No other terms are implied by trade, custom, practice or course of dealing.
- 2.2 The Contract is the entire agreement between us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.
- 2.3 Before confirming your order please:
 - 2.3.1 read through these Conditions.
 - 2.3.2 print a copy for future reference; and
 - 2.3.3 read our privacy policy regarding your personal data.
- 2.4 By ordering any of the Goods listed on this Website, you agree to be legally bound by these Conditions. You will be unable to proceed with your purchase if you do not accept these Conditions as may be amended and posted on this Website from time to time.

3 PLACING AN ORDER AND ITS ACCEPTANCE

- 3.1 Please follow the onscreen prompts to place an order. Each order by you is an offer by you to buy the goods specified in the order ('Goods') subject to these Conditions. All such offers received from you are subject to acceptance by us and we reserve the right to refuse any order placed by you at any time prior to acceptance, without providing an explanation.
- 3.2 Please check your order carefully before confirming it. You are responsible for ensuring that your order (and any specification submitted by you) is complete and accurate.
- 3.3 After you place an order, you will receive an email from us acknowledging that we have received it, but please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 3.4.
- 3.4 Our acceptance of your order takes place when we send the email to you to confirm that the goods have been dispatched (a 'Dispatch Confirmation'). The Contract between you and us will only be formed when we send you the Dispatch Confirmation.
- 3.5 If we are unable to supply you with the Goods for any reason, we will inform you of this by email and we will not process your order. If you have already paid for the Goods, we will refund you the full amount including any delivery costs charged as soon as possible.
- 3.6 You agree that if we contact you to acknowledge receipt of your order such communication shall not amount to our acceptance of your offer to purchase the Goods ordered by you from the Website.
- 3.7 All orders are subject to acceptance and availability. If any Goods ordered are not available, you will be notified by email and you will have the option either to wait until the item is available or to cancel your order. It is your responsibility to provide us with a valid email address and telephone number so that we can contact you if necessary.
- 3.8 Where we agree to supply Goods to you permanently or on an on-going (continuous) basis, such as by subscription, they shall be provided for a minimum fixed period (the 'Minimum Duration'). The length of the Minimum Duration will depend on which package or product you have selected to purchase, and this information will be provided to you on the Website.
- 3.9 The Contract will relate only to the Goods stated in the Dispatch Confirmation. We will not be obliged to supply any other Goods which may have been part of your order until we have sent you a separate Dispatch Confirmation relating to it.
- 3.10 You must check that the details contained in the Dispatch Confirmation are correct and you should print out and keep a copy of it.
- 3.11 You will be subject to the version of our policies and Conditions in force at the time that you order the Goods from us, unless:
 - 3.11.1 any change to those policies or these Conditions is required to be made by law or governmental authority; or
 - 3.11.2 we notify you of any change to our policies or these Conditions before we send you the Dispatch Confirmation, in which case, we are entitled to assume that you have accepted it, unless we receive written notification from you to the contrary within seven working days of receipt of the Dispatch Confirmation.



4 OUR GOODS

- 4.1 The images of the Goods on our Website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflects the colour of the Goods. The colour of your Goods may vary slightly from those images.
- 4.2 Although we have made every effort to be as accurate as possible, all sizes, weights, capacities, dimensions and measurements indicated on our site have a +/-% tolerance.
- 4.3 The packaging of your Goods may vary from that shown on images on our website.
- 4.4 In so far as information contained about the Goods on the Website has been compiled from information supplied to us from any third party, we accept no responsibility for its accuracy.
- 4.5 You are responsible for ensuring all sizes, quantities and colours you have selected are correct at the point of order.
- 4.6 Where plants are being supplied, we give no warranty as to the growth or productiveness of the Goods supplied.
- 4.7 We reserve the right to substitute plants to the nearest available size and variety unless you request otherwise.
- 4.8 Any natural stone or natural timber product will be subject to variations of colour, texture, finish, size & thickness all of which is part of the natural production process.
- 4.9 You must confirm in writing any samples provided by us that are to be used for bespoke orders.
- 4.10 You must confirm to us in writing the required finish to any natural stone or natural wood product, this will exclude any varnishing or painting works.
- 4.11 Factory or onsite pre-sealing is highly recommended on all-natural stone products.
- 4.12 We will not be held liable for any installation practices or discoloration using any Goods we have provided, or for damage caused by using the Goods contrary to any instructions provided to you.
- 4.13 We reserve the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirement.

5 RETURN AND REFUND

- 5.1 You may cancel the Contract and receive a refund, if you notify us as set out in clause 5.4 within 14 days of the date of delivery of the Goods.
- 5.2 However, this cancellation right does not apply in the case of:
 - 5.2.1 bespoke orders once in production or pre-sealed items; or
 - 5.2.2 any Goods which become mixed inseparably with other items after their delivery.
- 5.3 The cancellation right in clause 5.1 may be subject to a re-stocking fee of between 20% and 30% of the unit value. We will inform you if there is any applicable charge at the point at which you contact us to cancel your order.
- 5.4 If you wish to cancel, please email us to inform us of your intention to cancel within the time frame specified in clause 5.1. We will then email you to confirm we have received your cancellation.
- 5.5 If Goods have been delivered to you before you decide to cancel the Contract, then you must return them to us without undue delay and in any event not later than 14 days after the day on which you let us know that you wish to cancel the Contract.
- 5.6 Please refer to clause 9.2 for your rights where the Goods are faulty or mis-described.
- 5.7 Please see clause 6.6 in relation to your rights to cancel where this is an issue with the price.
- 5.8 Other than as set out in this clause 5, clause 6.6 and clause 9.2, you shall have no other right to cancel or amend your order unless agreed in writing with us. If any amendment/cancellation of an order is agreed, we shall be entitled to invoice you for any charges we have already incurred.

6 PRICE

- 6.1 The prices of the Goods will be as quoted on the Website at the time you submit your order.
- 6.2 Prices for delivery are quoted for delivery in the United Kingdom. All quotes are valid for 30 days.
- 6.3 If you require us to store the Goods prior to delivery, we will quote this to you as part of the order process or will contact you after the order has been made.
- 6.4 Unless otherwise stated, the prices quoted exclude VAT and delivery costs. The delivery or storage costs will be added to the total amount due from you at their current rate. Details of our delivery and storage charges can be found on our website.
- 6.5 We reserve the right to charge a processing fee which is equal to 5% of the invoice value.
- 6.6 We sell many Goods through our site. It is always possible that, despite our reasonable efforts, some of the Goods on our site may be incorrectly priced. If we discover an error in the price of the Goods you have ordered, we will contact you to inform you of this error and we will give you the option of continuing to purchase the Goods at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. If we mistakenly



accept and process your order where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mispricing, we may cancel supply of the Goods and refund you any sums you have paid.

- 6.7 We reserve the right, by giving notice to you at any time before delivery or performance of our obligations to you, to increase the price of the Goods to reflect any increase in the cost to us due to any factor beyond our control (such as without limitation, any foreign exchange fluctuation, significant increase in the costs of labour, materials or other costs of manufacture). In the unlikely event of this occurring, you shall be entitled to cancel the order at any time before delivery.

7 PAYMENT

- 7.1 Subject to clause 7.2, payment can be made by any major prepay, credit or debit card or through an electronic payment account as explained on the order form. For terms relating to extended payment, please review the separate Extended Payment Terms.
- 7.2 Notwithstanding clause 7.1, we will not accept payments through our Website from American Express credit cards, however we may accept manual payments by American Express credit cards.
- 7.3 By placing an order, you consent to payment being charged to your prepay/debit/credit card account or electronic payment account as provided on the order form.
- 7.4 Payment will be debited and cleared from your account before the dispatch of the Goods to you.
- 7.5 When you pay for your order by card, we carry out certain checks which include obtaining authorisation from your card issuer to ensure you have adequate funds and for security reasons. This may involve validating your name, address and other personal information supplied by you during the order process against appropriate third -party databases including the card issuer, registered credit reference agencies and fraud prevention agencies.
- 7.6 By accepting these Conditions and placing an order you undertake that all the details you provide to us for the purpose of purchasing the Goods are correct and that the payment card you are using is your own and that there are sufficient funds to cover the cost of the Goods ordered; We will take all reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part, we cannot be held liable for any loss you may suffer if a third party procures unauthorised access to any data you provide when accessing or ordering from our Website.
- 7.7 We shall contact you should any problems occur with the authorisation of your card.
- 7.8 Please note we reserve the right to charge you back for any bank/card charge costs for cancelled orders.

8 DELIVERY

- 8.1 The Goods will be delivered to you at the address you provided during the order process.
- 8.2 During the order process, you will be able to select a delivery date of up to one month in advance. If you require a later delivery or wish to change your delivery date, please contact us.
- 8.3 We reserve the right to charge storage costs prior to delivery where Goods for any delivery date that is more than 1 month from the date of order. The price will be quoted to you during the order process, or we will contact you about this
- 8.4 All Goods signed for by an adult aged 18 years or over on delivery. A signature on the delivery note constitutes that all Goods have been received. It is your responsibility to ensure that all Goods have been checked and any damages noted to us within 48 hours. Where nobody is available to sign for the Goods, we will contact you to arrange for redelivery, at an additional cost to you.
- 8.5 Any dates quoted for delivery of the Goods are approximate only, we shall not be liable for any delay in delivery of the Goods.
- 8.6 We shall not be liable for any damage caused by a delivery partner or agent.
- 8.7 We shall arrange for delivery to site on the understanding that there is a suitable road to the point where delivery is requested. If re-delivery is required, we will contact you to arrange this, at an additional cost to you. Please advise us during the order process about any access restrictions.
- 8.8 If you repeatedly fail to accept deliveries for reasons other than force majeure, we reserve the right to terminate in accordance with clause 11 of these Conditions and sell these Goods on to another customer, or claim damages, at our sole discretion.
- 8.9 Delivery will only be arranged to destinations within mainland UK. If you are based within the UK, but not on the mainland, please contact us and will be able to inform you if we can deliver and quote accordingly.
- 8.10 The Goods may be sent to you in instalments. We will notify you about this. We do not accept any liability for any inconvenience caused or costs incurred by you because of this.
- 8.11 There may be occasions when circumstances outside our control will result in the delivery date having to be changed. We will contact you to arrange an alternative delivery date. We do not accept any liability for any inconvenience caused or costs incurred by you because of this.

- 8.12 Please note delivery prices are as accurate as possible at time of ordering; however this cost may be subject to change at any time due to weight/volume, fuel surcharges and location. The administration team will contact you should any issue arise concerning delivery charges. Please contact us for more information.
- 8.13 Orders cannot be cancelled without incurring costs once Goods have been despatched. If you need to change your order please give us as much notice as possible and we cannot guarantee this can be accommodated, and any extra costs will be quoted for separately.
- 8.14 If you need to reschedule your delivery, please give at least 48 hours' notice within working hours (8am-5pm Monday - Friday). Unplanned re-deliveries are charged and will be quoted to you.
- 8.15 For Christmas deliveries, we recommend that you check our website for the last date of delivery. We will endeavour to dispatch all Goods that are in stock within 72 hours. However, we cannot guarantee delivery by 24th December.
- 8.16 If we fail to deliver the Goods, our liability is limited to the cost of obtaining replacement goods of a similar description and quality in the cheapest market available, less the price of the Goods. However, we will not be liable to the extent that any failure to deliver was caused by a Force Majeure Event (see clause 13), or because you failed to provide adequate delivery instructions or any other instructions that are relevant to the supply of goods.
- 8.17 If you fail to take delivery within 30 days after the day on which we notified you that the Goods were ready for delivery, we may resell part of, or all the Goods. We shall repay you the price you paid for the Goods after deducting reasonable storage, insurance and selling costs and any shortfall between the resale price and the price you paid for the Goods.

9 WARRANTY

- 9.1 We provide a warranty that on delivery and for a period of 12 months from delivery, the Goods shall:
- 9.1.1 subject to clause 4, conform in all material respects with their description.
- 9.1.2 be free from material defects in design, material and workmanship; and
- 9.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).
- 9.2 Subject to clause 9.1, if:
- 9.2.1 you give us notice in writing within a reasonable time of discovery that some or all the Goods do not comply with the warranty set out in clause 9.1;
- 9.2.2 we are given a reasonable opportunity of examining the Goods; and
- 9.2.3 if we ask you to do so, you return the Goods to us at your cost, we will, at our option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 9.3 We will not be liable for breach of the warranty set out in clause 9.1 if:
- 9.3.1 you make any further use of the Goods after giving notice to us under clause 9.2.1;
- 9.3.2 the defect arises because of us following any drawing, design or specification supplied by you.
- 9.3.3 you alter or repair the Goods without our written consent.
- 9.3.4 the defect arises because of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions.
- 9.3.5 damage to the Goods is caused by misuse or non-compliance with any instructions accompanying the Goods; or
- 9.3.6 the Goods differ from their description or specification because of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 9.4 Where the Goods supplied are living plants, we cannot accept liability for what happens to the plants after they have been delivered. You must have the appropriate knowledge of the environment and conditions for where the plants are planted (i.e. soil condition, type of soil, aftercare).
- 9.5 We will only be liable to you for the Goods' failure to comply with the warranty set out in clause 9.1 to the extent set out in this clause 9.
- 9.6 The Goods are intended for use only in the UK. We do not warrant that the Goods comply with the laws, regulations or standards outside the UK.
- 9.7 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from this Contract.
- 9.8 The warranty in this clause 9 also applies to any repaired or replacement Goods supplied by us to you.
- 9.9 Some of the Goods we sell to you come with a manufacturer's guarantee. For details of the applicable terms and conditions, please refer to the manufacturer's guarantee provided with the Goods.



10 RISK AND TITLE

- 10.1 The Goods will be at your risk from the time the Goods are dispatched for delivery.
- 10.2 Ownership of the Goods will only pass to you when we receive full payment of all sums due in respect of them including the cost of delivery.

11 TERMINATION

- 11.1 Without affecting any of our other right, we may suspend the supply or delivery of the Goods to you, or to terminate the Contract with you with immediate effect by giving written notice to you if:
 - 11.1.1 you fail to make any payment to us when due including any storage and delivery costs.
 - 11.1.2 you fail to accept delivery of the Goods after more than two attempts to deliver to you.
 - 11.1.3 you commit a material breach of any term of the Contract and (if such breach is remediable) fail to remedy that breach within 14 days of you being notified in writing to do so.
 - 11.1.4 you are impersonating any other person or entity.
 - 11.1.5 when requested by us to do so, you fail to provide us within a reasonable time with sufficient information to enable us to determine the accuracy and validity of any information supplied by you, or your identity.
 - 11.1.6 you take any step or action in connection with you entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business.
 - 11.1.7 you are declared bankrupt, or an encumbrancer takes possession, or a receiver (or similar office holder) is appointed over any of your property or assets;
 - 11.1.8 you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business.
 - 11.1.9 your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy; or
 - 11.1.10 we suspect you have engaged, or are about to engage, or have in anyway been involved, in fraudulent or illegal activity on the Website.
- 11.2 Termination of the Contract shall not affect your or our rights and remedies that have accrued as at termination.
- 11.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect

12 LIMITATION OF LIABILITY: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 12.1 References to liability in this clause 12 include every kind of liability arising under or in connection with the Contract including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 12.2 Notwithstanding any other provision in the Conditions, nothing will affect or limit your statutory rights; or will exclude or limit our liability for:
 - 12.2.1 death or personal injury resulting from our negligence
 - 12.2.2 fraud or fraudulent misrepresentation
 - 12.2.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
 - 12.2.4 any other liability which cannot be limited or excluded by law.
- 12.3 Subject to clause 12.2, we will under no circumstances be liable to you for:
 - 12.3.1 any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings and any other consequential loss);
 - 12.3.2 any loss of goodwill or reputation.
 - 12.3.3 loss of business opportunity.
 - 12.3.4 any special or indirect or consequential losses.
 - 12.3.5 any loss or corruption of data information or software; or
 - 12.3.6 wasted management or office time.
- 12.4 You agree to fully indemnify, defend and hold us, and our officers, directors, employees and suppliers, harmless immediately on demand, from and against all claims, including but not limited to losses (including loss of profit, revenue, goodwill or reputation), costs and expenses, including reasonable administrative and legal costs, arising out of any breach of these Conditions by you.
- 12.5 Our total liability to you for all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will in no circumstances exceed 100% of the price of the Goods.



13 FORCE MAJEURE

- 13.1 We shall have no liability for delays or failures in delivery or performance of our obligations to you resulting from any act, events, omissions, failures or accidents that are outside of our control (a 'Force Majeure Event')
- 13.2 If a Force Majeure Event takes place that affects the performance of our obligations under the Contract:
- 13.2.1 We will contact you as soon as reasonably possible to notify you.
- 13.2.2 Our performance will be deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to minimise any delay caused by a Force Majeure Event or to find a solution by which our obligations may be performed despite the Force Majeure event. We shall promptly notify you of any Force Majeure event giving details of it and (where possible) the extent and likely duration of any delay.
- 13.3 Where the period of non-performance or delay in relation to any event of Force Majeure exceeds 30 days from the date of notice to you of the event of Force Majeure, either you or we may, by written notice to the other, terminate the Contract with immediate effect upon service. To cancel please contact us. If you opt to cancel, you will return (at our cost) any relevant Goods you have already received and we will refund the price you have paid, including any delivery charges.

14 PRIVACY POLICY AND NOTICES

- 14.1 All information and personal data provided by you will be treated securely and in accordance with the General Data Protection Regulation as it applies in the UK ("UK GDPR") and the Data Protection Act 2018 (as amended). Please see our privacy policy for further information.
- 14.2 If we must 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. To monitor and improve customer service, we sometimes record telephone calls.
- 14.3 You can communicate with us by text, WhatsApp® or any other form of electronic communication. Please note any notice to amend or cancel any orders must however be followed up by email or letter.
- 14.4 All notices given by you to us must be given to us by using enquiries@arboursolutions.co.uk, via our Website or in writing to the address set out in clause 1.1 of these Conditions. Notices will be deemed received and properly served immediately when posted on our website, 24 hours after an email is sent, or three working days after the date of posting of any letter.

15 GENERAL

- 15.1 This Contract represents the entire agreement between us in relation to the subject matter of the Contract and supersedes any prior agreement, understanding or arrangement between us, whether oral or in writing.
- 15.2 These Conditions apply to the exclusion of any other terms that you seek to impose.
- 15.3 We reserve the right to change any services, products, product prices, product specifications and availability at any time.
- 15.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract and the remainder of the provision in question will not be affected.
- 15.5 These Conditions shall not be enforceable by a person who is not a party to them under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 15.6 No variation of these Conditions shall be binding unless made in writing and signed by you and us.
- 15.7 "Writing" includes emails. When we use the words "writing" or "written" in these Conditions, this includes emails (provided the email is supported by a valid server delivery receipt).
- 15.8 We may assign or transfer our rights and obligations under the Contract to another entity.
- 15.9 The Contract is between you and us. No other person has any rights to enforce any of its terms.
- 15.10 You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.
- 15.11 No waiver by us of any breach of these Conditions by you shall be considered as a waiver of any subsequent breach of the same or any other provisions.
- 15.12 These Conditions will be governed by the laws of England and Wales and you irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales.

16 COMPLAINTS

If you have a comment, concern or complaint about any Goods you have purchased from us, please contact us via our contact form on the Website or by email at enquiries@arboursolutions.co.uk