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## OUR TERMS

### 1. These terms

1.1 **What these terms cover.** These are the terms and conditions on which we supply products to you, whether these are goods or services.

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. If you think that there is a mistake in these terms, please contact us to discuss.

### 2. Information about us and how to contact us

2.1 **Who we are.** We are Hortlands, a company registered in England and Wales. Our company registration number is 08954405 and our registered office is at 175 Wokingham Road, Reading, Berkshire, RG6 1LT. Our registered VAT number is 155 6796 66

2.2 **How to contact us.** You can contact us by telephoning our customer service team on 01895 438 811 or by writing to us at hello@hortlands.co.uk and Unit 7B, Orchard Cottage, Thorney Weir, Thorney Mill Road, Iver, Buckinghamshire, SL0 9AN.

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 when we email you to accept it, 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 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 or 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.

3.3 **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.

3.4 **We only sell to the UK.** Our website is solely for the promotion of our products in the UK. Unfortunately, we do not accept orders from or deliver to addresses outside the UK.

#### 4. **Our products**

4.1 **Products may vary slightly from their pictures.** The images of the products on our website are for illustrative purposes only. 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. Your product may vary slightly from those images.

4.2 **Product packaging may vary.** The packaging of the product may vary from that shown in images on our website

4.3 **Making sure your measurements are accurate.** If we are making 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 on our website or by contacting us.

#### 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; or

6.1.2 to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the product.

6.2 **More significant changes to the products and these terms.** In addition, as told to you on our website, or in the course of email exchanges, we may make the following changes to these terms or the product, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any products paid for but not received:

## 7. **Providing the products**

7.1 **Delivery costs.** The costs of delivery will be as told to you over the telephone or in the course of email exchanges.

7.2 **When we will provide the products.** During the order process we will let you know when we will provide the products to you. If the products are ongoing services or subscriptions, we will also tell you during the order process when and how you can end the contract.

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.

7.4 **Collection by you.** If you have asked to collect the products from our premises, you can collect them from us at any time during our working hours of 9:00 – 17:00 on weekdays (excluding public holidays) and Saturdays.

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 leave you a note informing you of how to rearrange delivery

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 a delivery depot 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 10.2 will apply.

7.7 **If you do not allow us access to provide services.** If you do not allow us access to your property to perform the services 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.

7.8 **When you become responsible for the goods.** A product which is goods will be your responsibility from the time we deliver the product to the address you gave us or you or a carrier organised by you collect it from us.

7.9 **When you own goods.** You own a product which is 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. Examples of this is that access into the garden/property needs to be sufficient for the product, and we need to be made fully aware of underground services that can affect the installation delivery of the products or that can endanger our staff. This will have been told to you over the telephone, on our website or told to you in the course of email exchanges. We will contact you 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.

7.11 **Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product to:

7.11.1 deal with technical problems or make minor technical changes;

7.11.2 update the product to reflect changes in relevant laws and regulatory requirements;

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

7.12 **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 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 30 days and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

7.13 **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) and you still do not make payment within 10 working days of us reminding you that payment is due, 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. We will not suspend the products where you dispute the unpaid invoice (see clause 12.6). We will not charge you for the products during the period for which they are suspended. 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 what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

8.1.1 **If what you have bought is faulty or mis described 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 and you will have to pay the costs of return of any goods;

8.1.4 **In all other cases (if we are not at fault and there is no right to change your mind).**

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 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 product or these terms which you do not agree to (see clause 6.2);

8.2.2 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;

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 10 days; 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 products bought over the telephone or by exchange of emails 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 services, once these have been completed, even if the cancellation period is still running;

8.4.2 any products which become mixed inseparably with other items after their delivery.

8.5 **How long do I have to change my mind?** How long you have depends on what you have ordered and how it is delivered.

8.5.1 **Have you bought services (for example, our ground maintenance care service)?** If so, you have 14 days after the day we email you to confirm we accept your order. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.

8.5.2 **Have you bought goods (for example, Plants )?**, if so you have 14 days after the day you (or someone you nominate) receives the goods, **unless:**

8.5.2.1 **Your goods are split into several deliveries over different days.** In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery to change your mind about the goods.

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 doing one of the following:

9.1.1 **Phone or email.** Call customer services on 01895 438 811 or email us at [hello@hortlands.co.uk](mailto:hello@hortlands.co.uk). Please provide details of what you bought, when you ordered or received it and your name and address.

9.1.2 **By post.** Complete the form included in our brochure and post it to us at the address on the form. Or simply write to us at 175 Wokingham Road, Reading, Berkshire, RG6 1LT, including details of what you bought, when you ordered or received it and your name and address.

9.2 **Returning products after ending the contract.** If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to



us. You must either return the goods in person to where you bought them, post them back to us at Unit 7B, Orchard Cottage, Thorney Weir, Thorney Mill Road, Iver, Buckinghamshire, SLO 9AN or (if they are not suitable for posting) allow us to collect them from you. Please call customer services on 01895 438 811 or email us at [hello@hortlands.co.uk](mailto:hello@hortlands.co.uk) for a return label or to arrange collection. If you are exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.

**9.3 When we will pay the costs of return.** We will pay the costs of return:

9.3.1 if the products are faulty or mis described;

9.3.2 if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong; or

In all other circumstances you must pay the costs of return.

**9.4 What we charge for collection.** If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection.

**9.5 How we will refund you.** We will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

**9.6 Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind:

9.6.1 We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

9.6.2 The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24

hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

9.6.3 Where the product is a service, we may deduct from any refund an amount for the supply of the service 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.

9.7 **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:

9.7.1 If the products are goods and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For information about how to return a product to us, see clause 9.2.

9.7.2 In all other cases, 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 for a product 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 10 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 products;

10.1.3 you do not, within a reasonable time, allow us to deliver the products to you or collect them from us;

10.1.4 you do not, within a reasonable time, allow us access to your premises to supply the services; or

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 **We may withdraw the product.** We may write to you to let you know that we are going to stop providing the product. We will let you know at least 30 days in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

## 11. **If there is a problem with our products or services**

11.1 **How to tell us about problems.** If you have any questions or complaints about our products or services, please contact us. You can telephone our customer service team on 01895 438 811 or write to us at 175 Wokingham Road, Reading, Berkshire, RG6 1LT and [hello@hortlands.co.uk](mailto:hello@hortlands.co.uk).

11.2 **Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please call customer services on 01895 438 811 or email or write to us at 175 Wokingham Road, Reading, Berkshire, RG6 1LT or [hello@hortlands.co.uk](mailto:hello@hortlands.co.uk) for a return label or to arrange collection.

11.3 **Satisfaction of services.** If you feel we are not meeting the agreed specification of works, you must:

11.3.1 notify us of the findings within a period of 10 days;

11.3.2 provide us with an opportunity to put right any issues identified;

If, at that stage, you remain of the opinion the specification is not being met, you may terminate the contract with three months' notice. We will then calculate a final invoice or credit note for over paid or unpaid works on the schedule.

## 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 as told to you over the telephone, set out in our brochure, on our website or told to you in the course of email exchanges. We use our best efforts 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, refund you any sums you have paid and require the return of any goods provided to you.

12.4 **When you must pay and how you must pay.** We accept payment with Bacs, cash or cheque. When you must pay depends on what product you are buying:

12.4.1 For **goods**, you must pay for the products before we dispatch them. We will not charge your credit or debit card until we dispatch the products to you.

12.4.2 For **services**, you must make an advance payment of 50% of the price of the services, before we start providing them. We will invoice you for the balance of the price of the services when we have completed them. You must pay each invoice within 30 calendar days after the date of the invoice.

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 Barclays Bank 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.

Our liability under these terms shall be limited to the amount received in fees from you during the previous twelve months. This limit shall apply however that liability arises.

- 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: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; 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 services 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 services.

#### **14. How we may use your personal information**

**How we may use your personal information.** We will only use your personal information as set out in our Privacy Policy. You can find our Privacy Policy by visiting <https://hortlands.co.uk/privacy>.

#### **15. Other important terms**

**15.1 We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 30 days of us telling you about it and we will refund you any payments you have made in advance for products not provided.

**15.2 You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

**15.3 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.

**15.4 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.

**15.5 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.

**15.6 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.

## SCHEDULE 1 - Model Cancellation Form

*(Complete and return this form only if you wish to withdraw from the contract)*

To Hortlands, 175 Wokingham Road, Reading, Berkshire, RG6 1LT, 01895 438 811,  
hello@hortlands.co.uk

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale of the following goods  
[\*]/for the supply of the following service [\*],

Ordered on [\*]/received on [\*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[\*] Delete as appropriate

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