

Terms & Conditions

Prices, Tax & Payment

The prices shown for goods excludes postage and packaging unless specifically stated. The charge for postage and packaging is shown in the Checkout before you are asked to confirm your order. The price you pay will include VAT.

Payment of the price shall be in the manner specified in the proposal. If the customer fails to make any payment within 30 days of it becoming due, the Supplier shall be entitled to charge interest at the rate of 2.00% per month on the outstanding amounts.

Any credit given by the Seller to the Buyer may be withdrawn or limited at any time by the Seller on such notice as the Seller may think fit and consequently the Seller may refuse to deliver all or part of the goods other than against due tender of the price in accordance with any contract to which these conditions apply.

Creases

Due to the nature of Artificial Grass it may flatten or crease when rolled, this is not a fault with the grass. Creases will fall out within three months of the grass being installed. The grass is not faulty if delivered with creases. The creases will de-crease quite noticeably on a daily basis and with use.

Colour

We send out the grass from the same batch to ensure there are no slight colour differences. Therefore please be aware if you want to add more grass to an area at a later date there may be a slight colouration difference. We suggest you make the decision now and order all the grass from the same batch. Artificial Lawn Company cannot be liable for any differences in the colour for the same product if ordered separately.

The colour of goods may vary slightly from that shown on the website due to limitations of browser software and monitors.

Variation

The seller shall be deemed to have fulfilled its contractual obligations in respect of any delivery even though the length may be up to 2.5% more or less than the length specified in the contract. Weights and sizes of the goods are taken on the average of the total amount of goods despatched. Weights are guaranteed only at the date of despatch. Made to measure artificial grass orders cannot be refunded

Guarantee

All grasses we supply and install come with a 10 year manufactures guarantee this does not cover the curling and crushing that naturally occur with continued use.

Title

Title in the goods shall not pass to the customer until the Supplier has been paid in full for the goods.

Force Majeure

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

Jurisdiction

The Contract will be governed by the laws of England and Wales and the parties to the Contract submit to the jurisdiction of the English Courts.

Consumer Rights

None of the above Terms and Conditions affect your statutory consumer rights.

Liability

The Buyer Shall Inspect The Goods Immediately Upon Delivery, The Seller Shall Not Be Liable To The Buyer

- For Non-Delivery Unless A Written Claim Is Received By The Seller Within 7 Days Of The Delivery Date Given.
- For Shortages In Quantity Delivered In Excess Of Those Permitted By Condition. Unless The Buyer Notifies The Seller Of Short Delivery Within 7 Days Of Receipt Of The Goods.
- For Damage Of The Goods In Transit Unless The Buyer Shall Notify The Seller Of Any Such Claim Within 7 Days Of Receipt.
- For The Defects In The Goods Caused By Fair Wear And Tear, Abnormal Or Unsuitable Conditions Of Storage Or Use If Any Act, Neglect Or Default Of The Buyer Or Of Any Third Party.
- For Other Defects In The Goods Unless Notified To The Seller Within 7 Days Of Receipt Of The Goods By The Buyer Or Where The Defect Would Not Be Apparent On Reasonable Inspection Within 3 Months Of The Delivery.

Where Liability Is Accepted By The Seller. The Sellers Only Obligation Shall Be At Its Option To Make Good Any Shortage Or Non-Delivery And/or As Appropriate To Replace Or Repair Any Goods Found To Be Damaged Or Defective And/or To Refund The Costs Of Such Goods To The Buyer, Goods May Not Be Returned Without The Seller's Prior Written Consent.

The Sellers Aggregate Liability To The Buyer Whether For Negligence, Breach Of Contract, Misrepresentation Or Otherwise Shall In No Circumstance Exceed The Cost Of The Defective, Damaged Or Undelivered Goods Which Give Rise To Such Liability As Determined By Net Price Invoiced To The Buyer In respect Of Any Occurrence Or Series Of Occurrences.

All Conditions, Warranties And Representations Expressed Or Implied By Statute, Common Law Or Otherwise In Relation To The Goods Are Hereby Excluded

The Seller Shall Be Under No Liability To The Buyer For Any Loss, Damage Or Injury Direct Or Indirect, Resulting From Defects In Design, Materials Or Workmanship Or Otherwise Howsoever Arising (And Whether Or

Not Caused By The Negligence Of The Seller, Its Employees Or Agents) Other Than Liability For Death Or Personal Injury Resulting From The Sellers Negligence.

The Seller Shall Have No Liability For Any Indirect Or Consequential Losses Or Expenses Suffered By The Buyer, Howsoever Caused, And Including Without Limitation, Loss Of Anticipated Profits. Goodwill, Reputation, Business Receipts Or Contracts, Or Losses Or Expenses Resulting From Third Party Claims.

Application

These conditions alone shall govern and be incorporated in every contract for the sale of goods made by or on behalf of the Seller with any customer ("the buyer"). They shall apply in place of and prevail over any terms or conditions, (Whether or not in conflict or insistent with these Conditions), contained or referred to in any documents submitted by the Buyer.

Acceptance by the Buyer of delivery of the goods shall (without prejudice to Condition 2 or any manner in which acceptance of these Conditions may be evidenced) be deemed to constitute unqualified acceptance of the conditions.

If Subsequent to any conditions of sale or purchase, such contract howsoever made shall be deemed to be subject of these conditions.

Termination

If the Buyer (being an individual) enters into a voluntary arrangement or if a petition is presented for the making of a bankruptcy order against him or if he compounds with his creditors or if (being a company) an application for an order made or a resolution is passed for the winding-up of the Buyer (otherwise than for the purpose of amalgamation or reconstruction previously approved in writing by the Seller) or if a meeting is called to approve the appointment of a liquidator to the Buyer or if a petition is presented to the court for the appointment of a liquidator to the Buyer or if a receiver, manager, administrative receiver or an administrator is appointed or a petition is presented to the court for the appointment of an administrator to the Buyer or over any part of the Buyers undertaking or if circumstances arise which may entitle the court or a creditor of the Buyer to appoint a receiver , manager, administrator or which might entitle the court to make a winding-up order or if the Buyer takes or suffers

any similar or analogous action in consequence of debt or commits a breach of any contract between the Seller and the Buyer the Seller may without prejudice to any of its other rights stop any goods in transit and/or by notice in writing to the Buyer terminate contract with the Buyer.

Upon any termination of any contracts pursuant to any indebtedness of the Buyer to the Seller shall become immediately due and payable and the seller shall be relieved any further obligations to supply any goods to the Buyer pursuant to such contracts.

Assignment

None of the rights or obligations of the Buyer under these conditions may be assigned or transferred in whole or in part without the prior written consent of the Seller.

Risk and Insurance

Any property of the Buyer in or under the Seller's possession or control and all property supplied to the Seller on behalf of The Buyer shall be held by the Seller at the Buyers risk. Any goods returned by the Buyer to the Seller shall be at the Buyers risk. If the buyer requires the seller to work withinside the property it is the buyer's responsibility to protect the property.

When transporting machinery within the boundary of the buyers property the seller takes no responsibility for damage due to poor workmanship.

Title

Notwithstanding delivery and passing of risk. The goods shall remain the property of the Seller until such time as the Buyer shall have paid to the seller the agreed price (together with any accrued interest) and all other amounts owed by the Buyer to the Seller.