

Our agreement with you

Any agreement between you and The London Lawn Turf Company of Elm Road Hackbridge SM6 7HQ is made on these Conditions to the exclusion of all other Conditions. By placing your order you confirm that you agree to these Conditions.

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**1. Definitions**

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1.1 Cancellation and Return Policy means the Policy set out in clause 7.

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1.2 "Goods" means the items you order from us as detailed on the Order Form (including Turf) or any alternative items supplied to you pursuant to clause 6.1.2.

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1.3 "Order" means your offer to purchase Goods from The London Lawn Turf Company.

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1.4 "Order Form" means the form completed by you online when you Order the Goods (referred to on the Website as "Basket").

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1.5 "Turf" means turf. It should be borne in mind that Turf is a growing and therefore a changing product.

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1.6 "Website" means [www.LondonLawnTurf.co.uk](http://www.LondonLawnTurf.co.uk)

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**2. Placing an order**

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2.1 Browse the Website and select your chosen Goods.

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2.2 Complete the Order Form in full and follow the instructions detailed on the Website to place your Order. You will need to complete the details in the "Checkout" section of the Website. You will have the opportunity to review your order in the "Checkout" section before pressing the "Complete Payment" button.

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2.3 If you make any errors in your selections up to this point, you can leave the ordering process before you press the "Complete Payment" button.

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2.4 After completing and submitting the Order Form, you will receive an e-mail confirming the details of the Goods ordered. No agreement exists between you and The London Lawn Turf Company until you receive this e-mail. At any stage before placing the Order you may click back through the screens and amend any details you have input and/or choose not to continue with the Order.

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2.5 The London Lawn Turf Company will record your agreement to these Conditions, but will not file a copy of the concluded contract. You can use the "Print" facility of your browser to print a copy of these Terms for your own reference at no additional charge.

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2.6 Any product specifications, formulations, data, literature and statements as to seed content, seed weight, seed ratios, grass ratios, seed and grass species, suitability, performance or otherwise, issued and descriptions and samples given by us in connection with The London Lawn Turf Company products are offered in good faith but are intended to be approximate only and shall not constitute representations nor shall they become warranties or conditions of the contract.

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**3. Price**

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3.1 The Website sets out the price of the Goods, in pounds sterling, next to the illustration/description of the Goods, except for turf, topsoil, compost, soil improver, bark or topdressing, where a price will be quoted once you have entered your delivery postcode and required quantity. The price will be confirmed on the Order Form before you place your Order and in the event of a discrepancy between the two prices, the price displayed on the Order Form shall prevail.

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3.2 Unless otherwise stated, the price is exclusive of any delivery charge and this delivery charge shall be as set out on the Website.

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3.3 The London Lawn Turf Company reserves the right to increase prices of any item displayed for sale on the Website and/or delivery charges

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from time to time. However, where the price of Goods and/or delivery charges changes between Order and delivery, the price and/or charge will be as displayed on the Order Form.

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3.4 Unless otherwise stated, the price is inclusive of any VAT payable in the United Kingdom.

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#### 4. Payment

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4.1 The amount payable by you shall be the total price of the Goods and the applicable delivery charges as set out at clause 3.2. The acknowledgement of Order e-mail set out as described at clause 2.4 will confirm the price payable by you.

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4.2 Payment can be made by credit or debit card or Paypal. Payment will be deducted from your credit/debit card or Paypal account on the date when The London Lawn Turf Company accepts the order and delivers confirmation to you as described in clause 2.4.

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#### 5. Availability and delivery

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Where an Order is accepted and a confirmation is sent to you as described in clause 2.4 for Goods which are not turf, topsoil, compost, soil improver, bark or topdressing, your Order will be processed and clauses 5.1, 5.2 and 5.3 shall apply;

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If the Goods are in stock, they will be despatched and delivered by courier to the address provided in the Order Form with Goods to be signed for on delivery.

- 5.1
- Goods cannot be delivered to any address outside of the UK mainland.
  - The London Lawn Turf Company will aim to deliver Goods within five working days.
  - The London Lawn Turf Company cannot be held responsible if the delivery address provided by you is incorrect.
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The London Lawn Turf Company will use reasonable endeavours to ensure that delivery takes place within the time specified in clause 5.1 and that the items displayed on the Website are in stock. However, you acknowledge that the time for delivery specified in clause 5.1 is an estimate and that, in particular, The London Lawn Turf Company cannot control delays taking place once the Goods have been despatched by The London Lawn Turf Company. Your rights under these Conditions if the Goods are not delivered within the timescales set out in clause 5.1 are set out in clause 6.

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5.3 The London Lawn Turf Company reserves the right to refund your payment in the event that the Goods ordered by you are unavailable.

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Where an Order is accepted for turf, topsoil, compost, soil improver, bark or topdressing a confirmation is sent to you as described in clause 2.4, your Order will be processed and clauses 5.4 to 5.7 shall apply:

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The London Lawn Turf Company will deliver the turf, topsoil, compost, soil improver, bark or topdressing on the agreed delivery date selected by you to the delivery address provided in the Order Form, and will deliver the turf, topsoil, compost, soil improver, bark or topdressing by lorry. We undertake to place the goods as close to your property as is deemed safe by the driver.

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It is preferable that you are available at the delivery address to accept the delivery; therefore it is important that you ensure that you are satisfied with the delivery date selected. You must also ensure that the delivery vehicle has safe access to the point of unloading.

5.5 The London Lawn Turf Company is able to deliver turf, topsoil, compost, soil improver, bark or topdressing if you are not present, but in these circumstances we can accept no liability for any deterioration in or theft of any of the items delivered. Neither can we accept responsibility for the consequences of the positioning of the pallets or bulk bags by the delivery driver.

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5.6 Turf, topsoil, compost, soil improver, bark or topdressing cannot be delivered to any address outside of the UK mainland.

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5.7 The London Lawn Turf Company reserves the right to refund your payment in the event that the turf, topsoil, compost, soil improver, bark or topdressing ordered by you is unavailable.

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If your Order contains both turf, topsoil, compost, soil improver, bark or topdressing and Goods which are to be delivered by courier, each part of

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your Order will be delivered separately in accordance with the relevant parts of this clause.

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## 6. Non-Delivery

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If the Goods (other than turf, topsoil, compost, soil improver, bark or topdressing) have not been delivered to you 5 days after the latest date for delivery to your address as set out in clause 5.1 you should contact The London Lawn Turf Company using the details available at [www.LondonLawnTurf.co.uk](http://www.LondonLawnTurf.co.uk) You will then be given the option of:

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6.1.1 cancelling your Order. The London Lawn Turf Company will then refund the price you paid in accordance with the Cancellation and Return Policy provided that should the Goods subsequently arrive you agree to notify The London Lawn Turf Company and to return the Goods to The London Lawn Turf Company (at The London Lawn Turf Company's expense) or if you wish to keep the Goods to authorise The London Lawn Turf Company to debit the price of the Goods from the debit/credit card, the details of which you provided to The London Lawn Turf Company when making your original Order; or

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6.1.2 choosing alternative items displayed on the Website up to the same value as the Goods or allowing The London Lawn Turf Company to send you further Goods or a suitable alternative item of the same value of the Goods, provided that should the original Goods subsequently arrive you agree to notify The London Lawn Turf Company and to return to The London Lawn Turf Company (at The London Lawn Turf Company's expense) one set of the Goods or if you wish to keep both the original and replacement Goods to authorise The London Lawn Turf Company to debit the price of the replacement Goods from the debit/credit card, the details of which you provided to The London Lawn Turf Company when making your original Order; or

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6.1.3 waiting for an agreed time period after which if the Goods are not available to you then options 6.1.1 and 6.1.2 will be available to you.

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6.2 If The London Lawn Turf Company does not deliver turf, topsoil, compost, soil improver, bark or topdressing within [24 hours] of the agreed delivery date, unless non-delivery is due to your failure to comply with the provisions of clause 5.5, you should contact The London Lawn Turf Company using the details available at [www.LondonLawnTurf.co.uk](http://www.LondonLawnTurf.co.uk). You will then be given the option of:

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6.2.1 cancelling your Order. The London Lawn Turf Company will then refund the price you paid in accordance with the Cancellation and Return Policy; or

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6.2.2 arranging a revised delivery date, in which case clauses 5.4 to 5.7 shall apply to the revised delivery date

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6.3 The London Lawn Turf Company shall not be liable for any non-delivery of Goods unless notice is given to The London Lawn Turf Company within 10 working days starting from the day after the last date for delivery had delivery taken place in accordance with the timetable set out at clause 5.1 or such other time as agreed in accordance with clause 6.1.3, or in respect of turf, topsoil, compost, soil improver, bark or topdressing within 10 working days starting from the delivery date. Such notice should be to the postal or e-mail addresses or telephone number set out at clause 10.10.

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6.4 If for any reason (other than exercising your rights set out in the Cancellation and Return Policy to return the Goods) you will not accept delivery of the Goods or The London Lawn Turf Company is unable to deliver the Goods on time because you have not provided appropriate instructions, including but not limited to inputting the correct delivery address on the Order Form or (in respect of topsoil, compost, soil improver, bark or topdressing because you have failed to comply with clause 5.5), The London Lawn Turf Company may store the Goods until delivery whereupon you will be liable for all related costs and expenses.

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6.5 In respect of Turf, if you will not accept delivery of the Turf for any reason (other than under clause 7.2), or The London Lawn Turf Company is unable to deliver the Turf because you have not provided appropriate instructions, including but not limited to providing the correct delivery address, or because you have failed to comply with clause 5.5, The London Lawn Turf Company may store the Turf in accordance with clause 6.4. However, due to the perishable nature of Turf, it may not be possible for The London Lawn Turf Company to store the Turf, and in the event that it is not possible to store and redeliver the Turf, The London Lawn Turf Company will not be able to refund any sums paid by you in respect of the Turf.

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Where Goods cannot be delivered because of the circumstances detailed in clause 6.4 or 6.5 and you ask for the Goods to be re-delivered  
The London Lawn Turf Company reserves the right to make an additional delivery charge at the applicable rate set out in clause 3.2. In  
6.6 respect of Turf, The London Lawn Turf Company reserves the right to charge for replacement Turf in addition to the sums already paid by  
you in respect of the original Turf.

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## 7. Cancellation and return policy

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This clause 7 sets out The London Lawn Turf Company's Cancellation and Return Policy. It sets out your rights to cancel your Order and return the Goods.

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7.1 You may cancel your Order at any point after you place your Order until the end of thirty days beginning with the day after the date on which you receive the Goods. If you cancel your Order and wish to return the Goods under this clause, the following provisions will apply:

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7.1.1 to cancel your order you should contact The London Lawn Turf Company using the details available at  
<http://www.LondonLawnTurf.co.uk>

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7.1.2 in order to improve our customer service we will ask why you wish to return the Goods;

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7.1.3 Goods must be returned complete, in an unused and undamaged condition;

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7.1.4 Goods must be returned to The London Lawn Turf Company at your expense as soon as possible following your cancellation; and

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The London Lawn Turf Company will repay any sums paid by you for the Goods within 30 days of receiving your notice of  
7.1.5 cancellation. Where you have not complied with clause 7.1.4 The London Lawn Turf Company may deduct any costs incurred by it  
in recovering the Goods.

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PLEASE NOTE THAT THE RIGHT TO CANCEL YOUR ORDER UNDER CLAUSE 7.1 DOES NOT APPLY TO TURF OR LIVE PEST CONTROL PRODUCTS AS THEY ARE PERISHABLE AND ARE LIKELY TO DETERIORATE RAPIDLY ONCE HARVESTED IN FULFILMENT OF YOUR ORDER.

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If you wish to return the Goods because they do not comply with these Conditions, any of your statutory rights, or where The London Lawn Turf Company has not supplied the correct Goods, you should contact The London Lawn Turf Company using the details set out in clause  
7.2 7.1.1 within a reasonable period of discovering the fault or error. If you agree to return the Goods at The London Lawn Turf Company's expense, you may ask The London Lawn Turf Company to send you replacement Goods, or to repay any sums paid by you for the Goods within 30 days.

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7.3 Your rights under clause 7.2 do not arise where packaging has been damaged in transit but the Goods themselves are undamaged.

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Turf is highly perishable and, if not laid promptly in accordance with the instructions given to you by The London Lawn Turf Company may deteriorate rapidly. Where the Turf is not laid within 24 hours of delivery (winter) or 12 hours (summer) (or such other timescale as is  
7.4 advised by The London Lawn Turf Company), The London Lawn Turf Company will not accept responsibility for such deterioration, and will not accept a return of the Turf due to such deterioration. It is therefore your responsibility to ensure that you are able to lay the Turf before selecting a delivery date.

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You should also be aware that the ongoing condition of Turf will be dependent on factors beyond The London Lawn Turf Company's control including (without limitation) weather conditions or unintended blown or animal/bird carried seeding, and will also depend on your care of the  
7.5 Turf after delivery. While The London Lawn Turf Company shall be liable for any failure of the Turf to comply with these Conditions or your statutory rights, you will not be able to return the Turf because of any defects arising after delivery, whether due to your failure to care for the Turf in the manner advised by The London Lawn Turf Company or due to external factors

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Purchases of live pest control products should arrive in perfect condition. If for any reason the product is damaged or defective upon receipt,  
7.6 we will either send replacement product as soon as possible or refund the purchase. You should contact The London Lawn Turf Company using the details set out in clause 7.1.1 within 24 hours of receipt to notify us of a claim. Due to the nature of biological control and

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circumstances of application being beyond our control, no guarantee of effectiveness can be given.

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- 7.7 If you exercise your right to cancel your Order in accordance with clause 6.1.1, The London Lawn Turf Company will repay any sums paid by you for the Goods within 30 days of you telling The London Lawn Turf Company that you have cancelled your order.
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## 8. Risk and Property

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- 8.1 Risk of damage to, or loss of, the Goods shall pass to you upon delivery of the Goods.
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- 8.2 Ownership of the Goods shall not pass to you until The London Lawn Turf Company has received in full (in cleared funds) all sums due to it in respect of the Goods and all other sums which are or which become due to The London Lawn Turf Company from you on any Order.
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- 8.3 If you intend to return or exchange the Goods in accordance with the Cancellation and Return Policy, you must take reasonable care of the Goods pending their return to The London Lawn Turf Company
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## 9. Liability

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- 9.1 The London Lawn Turf Company warrants that it has title to sell the items that it displays on the Website.
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- 9.2 The London Lawn Turf Company will not be responsible for any losses suffered by you which were:
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9.2.1 not foreseeable to The London Lawn Turf Company and you when you placed your Order; or

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9.2.2 not caused by any breach on the part of The London Lawn Turf Company.

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- 9.3 Nothing in these Conditions excludes or limits the liability of The London Lawn Turf Company for fraudulent misrepresentation or death or personal injury caused by the negligence of The London Lawn Turf Company or its employees.
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- 9.4 In circumstances where Goods have been used (or were intended for use) for purposes related to your trade, business or profession and you are not acting as a consumer, the following limitations of liability shall apply:-
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9.4.1 The London Lawn Turf Company will not be responsible for any consequential loss or damage including (without limitation) loss of profit, loss of business, loss of contracts, loss of opportunity, loss or depletion of goodwill, costs or expenses (whether arising in contract, tort, negligence, breach of statutory duty or otherwise) that might arise.

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9.4.2 Subject to clauses 9.4.1, 9.2 and 9.3, The London Lawn Turf Company's maximum total liability to you in respect of all losses (whether arising in contract, tort, negligence, breach of statutory duty or otherwise) shall not exceed 125% of the total sums paid by you to The London Lawn Turf Company under this Agreement in respect of the relevant Goods.

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- 9.5 The London Lawn Turf Company cannot be held responsible for any failure to deliver the Goods due to anything that is beyond its reasonable control including but not limited to fires, explosions, severe weather, industrial disputes (of its own or other employees), insurrection, riots, embargoes, raw material shortages, delays in transportation, requirements or regulations of any civil or military authority, war (whether declared or not), civil unrest and terrorist action. The London Lawn Turf Company shall have no liability towards you for any loss or damage that you may suffer as a result of circumstances beyond The London Lawn Turf Company's reasonable control.
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## 10. General

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- 10.1 You should read the [Privacy Policy](#) before browsing or making an Order through the Website. This sets out the use that The London Lawn Turf Company makes of information about you and tells you how you can find out what information The London Lawn Turf Company holds.
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- 10.2 If for any reason a court finds any provision of these Conditions to be invalid or unenforceable, then these Conditions shall continue in force except for those parts of the invalid or unenforceable provision that have to be deleted to enable the remaining parts, and the other provisions, to be valid and enforceable.
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10.3 Failure or delay by The London Lawn Turf Company in enforcing or partially enforcing any provision of these Conditions will not be construed as a waiver of any of its rights under them.

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10.4 Any waiver by The London Lawn Turf Company of, or any default under, any provision of these Conditions by you will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of these Conditions

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The London Lawn Turf Company reserves the right to defer the date of performance or cancel any agreement under these Conditions without liability to you if it is prevented from or delayed in the carrying on of its business due to circumstances beyond The London Lawn Turf Company's reasonable control provided that if the event in question continues for a continuous period in excess of 30 days, you shall be entitled to give written notice to The London Lawn Turf Company to cancel such agreement and obtain a refund of any sums paid.

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10.6 Any notice required to be given to The London Lawn Turf Company shall be in writing and sent by post or by e-mail to the contact details available at <http://www.LondonLawnTurf.co.uk> unless otherwise notified. Any notice required to be given to you by The London Lawn Turf Company shall be in writing and sent by post or email to the addresses that you provided when ordering the Goods, unless otherwise notified

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10.7 You agree with The London Lawn Turf Company that any agreement made under these Conditions is between you and The London Lawn Turf Company only and it is not intended to be enforceable by any other person who is not a party to it.

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10.8 These Conditions shall be governed by English law. You submit and The London Lawn Turf Company submits to the non-exclusive jurisdiction of the English Courts.

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10.9 Any agreement between you and The London Lawn Turf Company is made under these Conditions, and includes, the descriptions of the Goods as provided by us on our Website, the Order Form, the Cancellation and Return Policy and the Privacy Policy. Together these constitute the entire agreement and understanding of you and The London Lawn Turf Company and supersede any previous agreement between you and The London Lawn Turf Company relating to the subject matter of such agreement. Nothing in this clause shall, however, operate to limit or exclude any liability for fraudulent misrepresentation.

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10.10 You may contact us by telephone, post or e-mail via the contact details available at <http://www.LondonLawnTurf.co.uk>.

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10.11 You acknowledge that The London Lawn Turf Company may change these Conditions from time to time. The terms which apply to your purchase of the Goods will be the Conditions which were in force on the date you placed your order.

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