

# Growing Places-Berkshire

Enabling and supporting adults with Learning Disabilities



## Terms and Conditions of Sale: July 2022

**Terms and Conditions of Sale:** The Growing Places-Berkshire (GPB) Terms and Conditions are in compliance of any Statutory Regulations in force at the time of sale. Dated today, this is within the Consumer Rights Act 2015 (CRA) (replacing the Sale of Goods Act 1979 and the Sale of Goods and Services Act 1982) and mandates:

1. Goods must be of satisfactory quality, must be fit for purpose and must be as described
2. information provided to and relied on by the consumer before they buy the goods or services will be 'implied terms' of the contract.
3. Terms or notices used by traders in their dealing with consumers must be fair

**Products:** All plants are offered for sale as seen on display. No replacements or refunds can be given if loss is due to abnormal weather conditions, bad planting, lack of maintenance, neglect or any other conditions beyond our control. We replace plants that have failed when notified all such problems within 7 days of purchase or in the case of mis-labelling, when the plant comes into bloom. Payment will be refunded if replacement is not possible. This does not affect your CRA statutory consumer rights.

**Availability:** All goods are subject to availability. Website product information is an estimate only.

**GPB Website Information:** Any goods or information displayed on this website should not be regarded as an offer, invitation, solicitation, advice or recommendation to buy products or services. No warranties or representations are made about any goods other than as expressly contained in the GPB Website.

**Pricing:** GPB products and prices are published on site at the Acorn Centre and on the GPB website only, they can be subject to change. Promotional terms only apply in the period stated for the promotion. Whilst we will try to ensure that prices on the website are accurate, we are not responsible for errors that may occur. The price of all goods and services advertised are inclusive of any applicable taxes.

**Payment:** options available include Cash, BACS, SumUp Card Machine type, Mobile Phone type and Cheque. There will be no surcharge for use of any credit card facility unless separately stated prior to purchase. Title transfers to the purchaser on receipt of payment.

**Liabilities:** GPB accepts no direct liabilities for any consequent loss or damage howsoever caused from the purchase of any GPB products. Any claim must be supported by evidence of loss or damage caused.

**Guarantees:** GPB guarantees all Hanging Basket equipment only for a period of 12 months and will replace any such product (basket and support chain) through technical failure.

**Delivery:** can only be made to addresses in the UK within a 20 km radius from the Acorn Centre Woosehill, Wokingham by separate application and price agreement.

**End: Published July 2022**