



### **Terms and Conditions**

**Premium Artificial Grass Limited – 36 Essex Road, Stevenage, Herts, SG1 3EX. 01438 215787**

As the consumer it is your responsibility to ensure that any information provided by you is accurate and up to date, as this will form a legally binding contract between you and Premium Artificial Grass Limited. Please check the goods and services detailed on the invoice before signing this agreement.

#### **Period of Acceptance**

Any quotation provided by Premium Artificial Grass Limited is open for acceptance for a 3 month period, which is valid from the date the quote is issued. Any quote issued by Premium Artificial Grass Limited is legally binding and forms part of the contract. Acceptance of the quote will be deemed to have taken place once the deposit has been paid in full. No work will be carried out until we are in receipt of a signed acceptance of our official quote and the deposit is paid in full. The outstanding balance will be due immediately after all works agreed as part of the contract has been completed.

#### **Deposit, Price, Payment & Delivery**

The price specified in the quote is legally binding and forms part of the contract with Premium Artificial Grass Limited, please be aware any additional work, which is not specified as part of the contract will be subject to an additional charge which will be invoiced on an additional invoice or a revised invoice to include this work will be issued.

Your order and installation date will be secured once the payment of the deposit has been received in full.

The total price payable under this agreement will become payable immediately after installation of the goods and is inclusive of VAT.

Any of the following payment methods will be accepted, BACS, Cheque(s) and Cash.

There will be a cost to the customer for delivery of goods. The cost will be £85.00. Goods will be delivered within 30 days, unless otherwise agreed with the customer.

#### **Installation**

All work will be carried out within a reasonable period of time unless a timescale has been specified and is agreed in writing in the invoice. Please be aware Premium Artificial Grass Limited do not accept responsibility for a delay of commencement of work, or completion due to an 'Act of God' or 'Force Majeure'.

You are responsible for removing garden toys, furniture and rubbish on the area where we are providing the goods and services. Failure to clear the agreed area could result in additional cost of £20.00 per hour per worker being incurred, if employees of Premium Artificial Grass Limited are required to clear the agreed area before work can commence.

Whilst we take great care to cause minimum disruption to your home, in the case that there maybe some localised damage to external building fabric (walls, mortar, paving slabs, decking).

Unfortunately, we cannot be held responsible for this damage as far as is reasonable. If damaged is caused by Premium Artificial Grass Limited that is not deemed to be reasonable Premium Artificial Grass Limited must be given the opportunity to put the faults right.

### **Cancellation**

**For the purposes of The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, this contract is an on premises sales contract. On premises contracts do not enable the consumer to cancel the contract. This does not affect consumer rights made under The Consumer Rights Act 2015.**

**It is our legal responsibility to supply you with goods that meet your consumer rights. If you have any concerns that we have not met our legal obligations please contact us.**

### **Complaints Handling Policy**

**Our complaints policy is available on our website at [www.premiumartificialgrass.co.uk](http://www.premiumartificialgrass.co.uk)**

### **Plant and Machinery**

Premium Artificial Grass Limited will accept no liability for any loss or damage to any person's property, to injury or death of any person, or any loss to any person caused by the use of or interference with Premium Artificial Grass Limited machinery or equipment whilst left on site.

### **Services**

The customer shall make available to Premium Artificial Grass Limited free of charge, an adequate electricity supply from convenient points, suitable vehicle access to and from the place of work within the site, loading and unloading space and storage facilities.

### **Colour**

When dispatching grass we send out grass from the same batch to make sure there are no colour differences. If the same product is ordered at a later date there may be a slight colour difference, Premium Artificial Grass Limited accepts no responsibility or liability for this.

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

### **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-cease on a daily basis once it is being used.

### **Variations**

No variations of the invoice or contract shall be binding on Premium Artificial Grass Limited unless confirmed in writing by it. All additional work will be the subject of a separate contract unless Premium Artificial Grass Limited and the customer agree in writing before such additional work is started:

(a) that such additional work shall be executed under this contract and

(b) the amount of rates for calculating the amount by which the contract price is to be increase, in

respect of such additional work.

### **Warranty**

Premium Artificial Grass Limited provides an install warranty for 5 years.

Manufactures warranty covers artificial grass products for a minimum of 96 months from the date of the invoice.

### **Limitations of Warranty**

This warranty does not cover improper handling, storing, transporting, installation or repairs unless the improper conducts are made by Premium Artificial Grass Limited. The following damage will also make the warranty inapplicable:

- (a) Burns, cuts, accidents, vandalism, abuse, negligence or neglect
- (b) Wild animals including, Moles, Badgers, Foxes and any other none domestic animal
- (c) Damage from any domestic pet including Dogs, Cats & Rabbits
- (d) Reflections from mirrors and or glass on the products
- (e) Use of unsuitable footwear
- (f) Failure to maintain, protect or repair the product
- (g) Barbeques, Cigarettes and fire
- (h) Crushing and or curling from normal wear and tear
- (i) Tree roots growing and disturbing the base once installation has taken place
- (j) Drainage. If your garden has a problem with drainage please advise.
- (k) Timber edgings

All products are subject to normal wear and tear. In addition to the factors mentioned above, wear and tear depends on, without limitations, the amount of use the product has. Normal use of the product is considered to be 30-60 hours of use on an average week. Premium Artificial Grass Limited does not warrant against normal wear and tear.

### **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 affects your statutory rights

### **Insurances**

All our employees are covered by our Employers & Public liabilities Insurance, a copy which can be seen on request.