

**Collier Turf Care Limited ("The Company")
incorporating Collier Sports and Collier Lawn & Leisure**

(Registered in England with no. 3613013) registered office
Drury Square, Beeston, Kings Lynn, Norfolk, PE32 2NA

The customer's attention is drawn in particular to the provisions of clause 4 and clause 9.

Consumers: If you are dealing with the Company as a consumer no restrictions or limitations in these terms affect your legal rights in relation to Goods that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

Certain clauses will not apply to Customers who are dealing with the Company as consumers, these are clauses: 2.1, 2.2, 3.3, 3.10, 4.2, 4.4 and 4.6 to 4.9 (inclusive), 5.1, 5.2 and 9.3.

Certain clauses are specific to and will only apply to Customers who are dealing with the Company as consumers, these are clauses: 3.5, 4.1 (which sets out your key rights as a consumer in relation to defective goods), 5.4 (which details your right to cancel the contract without penalty within 14 days of delivery), 5.5 and 9.2 (which limits our liability to you for unforeseeable losses).

1. Interpretation

1.1 **Definitions.** In these Conditions, the following definitions apply:

1.2 **"Business Day"** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

"Conditions" the terms and conditions set out in this document.

"Contract" the contract between the Company and the Customer for the sale and purchase of the Goods in accordance with these Conditions.

"Customer" or **"you"** the person or firm who purchases the Goods from the Company.

"Force Majeure Event" has the meaning given in clause 10.

"Goods" the goods (or any part of them) set out in the Order.

"Order" the Customer's order for the Goods, as set out in the Customer's purchase order, the Customer's written acceptance of the Company's quotation, or overleaf, or as notified to the Company by email, telephone, fax, post or in person as the case may be.

"Specification" any tailored, made to measure or special requests for Goods that is requested by the Customer, either verbally or in writing and is agreed by the Customer and the Company.

1.2.1 A reference to a party includes its personal representatives, successors or permitted assigns.

1.2.2 A reference to **writing** or **written** includes faxes and e-mails.

2. Basis of contract

2.1 These Conditions govern all transactions between the Customer and the Company or any division of it except as otherwise specifically agreed in writing by the Company. The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract.

2.2 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.3 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification submitted by the Customer are complete and accurate.

2.4 Orders are accepted subject to stock availability. The Company reserves the right to suspend in part or full or cancel any Contract at any time should it not be able to fulfil the Contract. The Company shall use its reasonable endeavours to notify the Customer within 14 days of receipt of an Order if it intends to reject or suspend the Order or any part of it.

2.5 Any samples, drawings, descriptive matter, or advertising produced by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.

2.6 A quotation for the Goods given by the Company shall not constitute an offer. A quotation shall only be valid for a period of one month from its date of issue. Quotations may be subject to alteration if there is any increase in the manufacturer's price.

3. Delivery

3.1 The Company shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**).

3.2 Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location. Delivery will be deemed to have occurred if it has been left by the delivery personnel in accordance with the instructions of the Customer. It is the responsibility of the Customer to ensure such location is secure and weatherproof.

3.3 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence.

3.4 The Company shall not be liable for any delay or failure in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods. If the Company fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description



and quality in the cheapest market available, less the price of the Goods.

- 3.5 If you are dealing with the Company as a consumer and delivery is delayed by a Force Majeure Event, the Company will contact you as soon as possible to let you know and will take steps to minimise the effect of the delay. Provided the Company does this it will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact the Company to end the contract and receive a refund for any Goods you have paid for but not received.
- 3.6 The Company may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 3.7 Where no vehicular access exists the Company will make Kerbside deliveries only, unless otherwise arranged with the Company prior to delivery. Bulk deliveries will be made to hard standing only, unless otherwise arranged prior to delivery at the Customer's risk and cost. Pallets delivered are charged at cost where applicable and will be notified to the Customer.
- 3.8 If delivery vehicles are required or requested to leave the public highway on to the property of the Customer to effect delivery then this is at the Customer's risk and cost.
- 3.9 Collection of Goods from the Company's warehouse can be made with prior arrangement. Identification documentation will be required to collect.
- 3.10 If Goods have not been received within 7 Business Days from the date of invoice the Company must be notified immediately in writing (otherwise no responsibility can be accepted).

4. Quality Consumers

If you are dealing with the Company as a consumer then the Company is under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

Summary of your key legal consumer rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

- up to 30 days: if your goods are faulty, then you can get an immediate refund.
- up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

Clauses 4.2, 4.4 and 4.6 to 4.9 will not apply to Consumers

- 4.2 The Company warrants that on delivery the Goods shall:
- 4.2.1 conform in all material respects with their description in the catalogue;
- 4.2.2 be free from material defects in design, material and workmanship; and
- 4.2.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).
- 4.3 The Company and its suppliers warrant that it has taken reasonable precautions against the presence and transmission of pests and insects within its turf products, however due to recent legislation the efficacy of legally compliant methods of controlling such pests, including but not limited to chafer grubs and leather jackets, is limited and the Company therefore gives no warranty in respect of, and will not in any way be liable for, the presence of any such pests or insects within its turf products. Turf delivered with any such pests present will be deemed as acceptable.
- 4.4 Subject to clause 4.5, if:
- 4.4.1 the Customer gives notice in writing to the Company within 7 Business Days of discovery that some or all of the Goods do not comply with the warranty set out in clause 4.2.
- 4.4.2 the Company is given a reasonable opportunity of examining such Goods; and
- 4.4.3 the Customer (if asked to do so by the Company) returns such Goods to the Company's place of business at the Customer's cost (if practical to do so) and the Company will refund the cost of returning the Goods under this clause in the event the Goods are found to have been of inadequate quality;
- the Company shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 4.5 The Company shall not be liable for Goods' failure to comply with the warranty set out in clause 4.2 in any of the following events:
- 4.5.1 the Customer makes any further use of such Goods after giving notice in accordance with clause 4.4;
- 4.5.2 the defect arises because the Customer failed to follow the Company's or the manufacturer's oral or written instructions or guidance, as to the storage, commissioning, application, installation, use or maintenance of the Goods or (if there are none) good trade practice regarding the same, and for the avoidance of doubt where there is a conflict between the Company's and the manufacturer's written instructions or guidance, the manufacturer's instructions or guidance will override that of the Company;
- 4.5.3 the Customer mixes, alters or repairs such Goods without the written consent of the Company;
- 4.5.4 the defect arises as a result of the Company following any Specification supplied by the Customer;
- 4.5.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions.
- 4.6 Except as provided in this clause 4, the Company shall have no liability to the Customer in respect of the



- Goods' failure to comply with the warranty set out in clause 4.2.
- 4.7 In the event that the Goods are received damaged or have been delivered incorrectly this must be reported to the carrier immediately and to the Company in writing within 48 hours of delivery. Goods signed "not checked" or "unexamined" or similar will be regarded as having been given a clear signature. It is the responsibility of the Customer to check the Goods have been delivered correctly at the time of delivery and the Company shall have no responsibility for wrongly delivered Goods unless it is notified to the Company within 48 hours of delivery.
- 4.8 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from all Contracts.
- 4.9 Please note failure to comply with this procedure or late notification may invalidate any claim you may have against the Company. Delivery note numbers must be quoted on all notifications..
- 4.10 These Conditions shall apply to any repaired or replacement Goods supplied by the Company
- 4.11 The Company reserves the right to amend the specification of the Goods and use alternative materials or design at its option or if required to do so by any applicable statutory or regulatory requirements. If you are a consumer the Company will give you reasonable notice of its intention amend the specification and you will be entitled to cancel the contract without penalty if you are not happy with the proposed amendment, unless such amendment is minor and due to any statutory or regulatory requirement.
- 4.12 It is the responsibility of the user to check the correct Goods have been delivered prior to use or application, and no responsibility will be accepted by the Company for wrongly delivered Goods once they have been opened or used.
- 4.13 Any advice, recommendations or programs, whether oral or in writing, provided by the Company for the use or application of any Goods are provided in good faith but are recommendations only and as such are provided at no cost to the Customer. The Company will have no liability in respect of such recommendations and it is the responsibility of the Customer to read all labels and instructions provided with the Goods and to take professional advice relating to the Goods if it has any queries as to the correct product to apply or the application process which should be followed.
- 4.14 Many of the Goods sold by the Company are intended to be used by professional and qualified individuals only. The Company will accept no responsibility for the application of goods that it recommends should be applied or which are legally required to be applied, handled or used by a qualified person if such goods are applied by an unqualified person.
- 4.15 The Company accepts no responsibility for any loss as a result of any misapplication of any Goods or any application of incorrect or unsuitable Goods,

notwithstanding the delivery of any incorrect Goods to the Customer by the Company. Responsibility for the application of the Goods is with the Customer, who should comply with all statutory requirements and recommendations when dealing with the Goods, including but not limited to any applicable Goods being checked carefully by and applied by a suitably qualified individual, where appropriate holding a valid National Proficiency Test Council test certificate or a valid National Register of Sprayer Operators) membership certificate.

5. Returns

- 5.1 No Goods will be exchanged or refunded unless they are of inadequate quality in accordance with clause 4 or with the prior consent of the Company. The Company reserve the right to apply a minimum 20% handling charge on the price of any returned or exchanged Goods. Goods must be returned in their original condition.
- 5.2 Goods for return or exchange must be returned to the Company's place of business (or as directed by the Company) at the Customer's cost. If the Company collects or arranges collection of the Goods for return at the request of the Customer then the Company may invoice the Customer for all carriage costs. These charges do not apply where there is a justifiable complaint against the quality of the Goods and in which case any costs of return will be refunded by the Company.
- 5.3 **Special Order Items** For the avoidance of doubt, the Company will not offer any exchange or refund in respect of any Special Order Items (which are items produced specifically to customer's requirements and/or items not listed in our Product and Price Guide) unless such Special Order Items are defective.
- 5.4 If you are dealing with the Company as a consumer you will have 14 days from the day on which the Goods are delivered to you in which you may cancel your order (which may be done using the Model Cancellation Form set out at the end of these terms) without reason and receive a full refund. This right will not apply to Goods ordered to Specification unless they are defective.
- 5.5 If you are dealing with the Company as a consumer and you are returning Goods to us outside of the cancellation period set out at clause 5.4 above, the Company will pay the costs of return if:
- 5.5.1 the products are faulty or misdescribed, or the Company has priced them incorrectly;
- 5.5.2 you are ending the contract in accordance with clause 4.11 or with clause 3.5;
- 5.5.3 you have any other legal right to return the products without cost because of something we have done. In all other circumstances you must pay the costs of return, Where the Company collects the Goods it will charge you the direct cost to the Company of doing so.
- 6. Title and risk**
- 6.1 The risk in the Goods shall pass to the Customer on completion of delivery.

EAST ANGLIA'S LEADING SUPPLIER & ADVISOR TO THE SPORTS AND AMENITY TRADE

Drury Square Beeston King's Lynn Norfolk PE32 2NA

Tel: 01328 7006000 sales@collier-turf-care.co.uk

Registered in England No. 361013



V9 17/01/17

Non-Fee Based

- 6.2 Title to the Goods shall not pass to the Customer until the Company has received payment in full (in cash or cleared funds) for:
- 6.2.1 the Goods; and
- 6.2.2 any other goods or services that the Company has supplied to the Customer in respect of which payment has become due.
- 6.3 Until title to the Goods has passed to the Customer, the Customer shall:
- 6.3.1 hold the Goods on a trustee basis as the Company's bailee;
- 6.3.2 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Company's property;
- 6.3.3 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- 6.3.4 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- 6.3.5 notify the Company immediately if it becomes subject to any of the events listed in clause 8.1; and
- 6.3.6 give the Company such information relating to the Goods as the Company may require from time to time, but the Customer may resell or use the Goods in the ordinary course of its business.
- 6.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 8.1, or the Company reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Company may have, the Company may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.
- 7. Price and payment**
- 7.1 The price of the Goods shall be the price set out in the Company's published price list in force as at the date of delivery. It is the Company's intention to maintain the prices in its catalogue for as long as possible, but the Company reserves the right to change its prices without prior notice. It is the responsibility of the Customer to enquire when placing an Order. Bulk (invoiced at weighbridge weight) supplies and large orders may be subject to special quotation upon request. Special offers and discounts may be applied from time to time at the discretion of the Company. Special prices advertised on the Company's websites are only available for orders placed online.
- 7.2 Orders of £250 and over (exclusive of VAT) include standard delivery costs within the United Kingdom except for items marked with * in the catalogue, which are subject to the extra carriage charges which will be notified to the Customer upon enquiry. A surcharge is made on carriage of football and rugby posts and other large items to destinations in Devon, Cornwall, Wales and Scotland and all destinations outside mainland U.K. Additional delivery charges may apply to the Scottish Highlands, islands and other remote areas or destinations outside mainland U.K., which will be advised upon notification of the delivery address by the Customer. Next Day delivery may be arranged at additional cost upon enquiry.
- 7.3 Orders below £250 will incur a surcharge of £20.00 (exclusive of VAT) due to administrative, handling and carriage costs. Orders placed on the website below £250 (exclusive of VAT) will not incur a surcharge, but will be charged carriage based on the weight and size of the items ordered. See website for more information.
- 7.4 Trade accounts (as notified to the Customer and marked as TD & TR) will be charged delivery at cost or as quoted at the time of Order.
- 7.5 The price of the Goods is exclusive of amounts in respect of value added tax (VAT), unless stated otherwise. The Customer shall, on receipt of a valid VAT invoice from the Company, pay to the Company such additional amounts in respect of VAT as are chargeable on the supply of the Goods where applicable. (Please note grass seed is zero rated)
- 7.6 The Company may invoice the Customer for the Goods on or at any time after dispatch of the Goods. The Company will send additional monthly statements to its account customers.
- 7.7 The Customer shall pay the invoices on the following terms:
- 7.7.1 New Accounts and Approved Accounts without Credit Terms – payment with Order;
- 7.7.2 Approved Accounts with Credit Terms – Payment in full and in cleared funds within 21 days of despatch of Goods unless other credit terms agreed in writing with the Company.
- 7.7.3 Payment can be made by cheque, bank transfer or using most debit or credit cards (not including American Express or Diners Club). Payments by credit card will incur a surcharge of up to 3% of the total price (incl VAT). Time of payment is of the essence.
- 7.7.4 BACS payments should be made to Natwest Bank PLC, Sort Code: 53-61-38, Account No: 66503469.
- 7.8 If the Customer fails to make any payment due to the Company under the Contract by the due date for payment (**due date**), then the Customer shall pay interest on the overdue amount at the rate of 2% per month or part thereof which 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. The Customer shall pay the interest together with the overdue amount.
- 7.9 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Company in order to justify withholding payment of any such amount in whole or in part. The Company may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Company to the Customer.

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8. Customer's insolvency or incapacity

8.1 If the Customer becomes subject to a winding up or bankruptcy order, is unable to pay its debts as they fall due or an administrator or receiver is appointed over its assets, or it suspends, ceases or threatens to suspend or cease all or substantially the whole of its business or the Customer's financial position deteriorates to such an extent that in the Company's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy, or the Company reasonably believes that the Customer is about to become subject to any of these events and notifies the Customer accordingly, then, without limiting any other right or remedy available to the Company, the Company may cancel or suspend all further deliveries under the Contract or under any other contract between the Customer and the Company without incurring any liability to the Customer, and all outstanding sums in respect of Goods delivered to the Customer shall become immediately due.

8.2 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

9. LIMITATION OF LIABILITY

9.1 Nothing in these Conditions shall limit or exclude the Company's liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable), fraud or fraudulent misrepresentation, breach of the terms implied by section 12 of the Sale of Goods Act 1979, defective products under the Consumer Protection Act 1987; or any matter in respect of which it would be unlawful for the Company to exclude or restrict liability.

9.2 Where you deal with the Company as a consumer, the Company will be liable if it fails to comply with these terms, and is responsible for loss or damage you suffer that is a foreseeable result of the Company breaking this contract or failing to use reasonable care and skill, but the Company is 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

9.3 Subject to clause 9.1 and 9.2:

9.3.1 the Company shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract in excess of the sum of £10,000; and

9.3.2 the Company's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £3 million.

10. Force majeure

Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A **Force Majeure Event** means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of Company's subcontractors.

11. Contracting Services

11.1 The Company shall provide the services to the Customer as set out in the Order (the "**Services**") in accordance in all material respects.

11.2 The Company shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

11.3 The Company warrants to the Customer that the Services will be provided using reasonable care and skill.

11.4 The Customer shall co-operate with the Company in all matters relating to the Services including providing the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, as reasonably required by the Company to provide the Services.

11.5 The Company shall have no liability in the event a Force Majeure Event affects the delivery of the Services or the quality of the results of the Services, including as a result of adverse weather conditions.

12. General

12.1 Assignment and subcontracting.

12.1.1 The Company may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

12.1.2 The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Company.

12.2 Notices

12.2.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post, recorded delivery, commercial courier, fax or e-mail.



- 12.2.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 11.2.1 if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.
- 12.2.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 12.3 **Severance**
- 12.3.1 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 12.3.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 12.4 **Waiver.** A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 12.5 **Third party rights.** A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 12.6 **Variation.** Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Company.
- 12.7 **Governing law and jurisdiction.** The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

13. Additional Terms of Trading specific to Collier Sports

Stock Availability

- 13.1 Stock changes daily, but our manufacturer's extensive 12,000m2 approx. of factory manufacturing space enables fast, efficient production of high quality products. For advice on stock availability, please call our office or leave a message on our 24hr. answerphone and we will answer your query.

Despatch Date and Delivery

- 13.2 The Company endeavours to despatch Goods on the same or next day of receipt of Order, and delivery of Goods is normally within 3 Business Days. Where indicated, larger items and specially made items (e.g., cricket nets and tennis surround netting) are subject to a delivery time of approximately 2-3 weeks.
- 13.3 Please note that the Company's carriers deliver weekdays between 9am and 4pm Monday to Friday but the Company can arrange delivery at other times by prior arrangement only. If the delivery point is likely to be unmanned, the Customer should include instructions to guarantee an authorised signature will be available/present upon delivery of Goods with the Order or in writing at least 24 hours prior to the estimated delivery date. Abortive deliveries may be subject to a charge being made if instructions are not included in the Order or notified in accordance with this clause or are not adhered to.

13.4 **Guarantee**

The manufacturers provide a one year guarantee for all items shown on the Collier Sports website. The guarantee is offered as an extra benefit by the manufacturer and is passed on by the Company. This is additional to the Customer's statutory rights. This guarantee subject to the following: The manufacturer will repair, or at its own discretion replace any goods which are proved to the reasonable satisfaction of the manufacturer to be defective in material or workmanship (fair wear and tear excepted) and re-perform or at its own discretion remedy any works which are proved to the reasonable satisfaction of the manufacturer to be defective in workmanship. Any considered defects must be notified to the Company in writing within 12 months of the date of the Company's invoice for the goods.

14 Model Cancellation Form

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

To: Collier Turf Care Limited, Beeston, Kings Lynn, Norfolk PE32 2NA

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods:

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:

