

# CORNTHWAITE GROUP: TERMS OF SERVICE

16/12/24

Registered Office: Cornthwaite Agricultural Ltd, Hall Lane, Bispham Green, Ormskirk, L40 3SB. Company Number: 06236827

## **Standard Terms and Conditions for business sale of goods and services.**

The conditions set out apply to contracts between Cornthwaite Group and purchasers for the supply of goods and / or services. Please read these terms carefully before you submit your order to us, they contain exclusions and limitations of our liability under any such contract. If you think there is a mistake, please contact us to discuss.

### **1. What these terms cover.**

- These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information.
- Unless otherwise stated “products” means goods (whether wholegoods or parts) and / or services that we supply to you unless indicated otherwise. Parts are any goods with a parts number that are not wholegoods, or part of the sale of a wholegoods item.

**2. Are you a business customer or a consumer?** In some areas you will have different rights under these terms depending on whether you are a business or consumer. If a term only relates to one of these categories we will state that.

#### **You are a consumer if:**

- You are an individual.
- You are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

#### **You are a business customer if:**

- You are buying products from us on behalf of, and funded by, a business. Even if you are an individual approaching us, we consider you a business customer if you represent that business.

If you are a business customer, this is our entire agreement with you. If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent

misrepresentation or negligent misstatement based on any statement in this agreement.

### **3. Information about us and how to contact us.**

- **Who we are.** We are Cornthwaite Agricultural Limited, a company registered in England and Wales. Our company registration number is 06236827 and our registered office is at Hall Lane, Bispham Nr Ormskirk, Lancashire L40 3SB. Our registered VAT number is 901 5362 57.
- **How to contact us.** You can contact us by telephoning our customer service team at 01704 790008 or by writing to us at [enquiry@cornthwaitegroup.com](mailto:enquiry@cornthwaitegroup.com).
- **How we may contact you.** If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

### **4. Our contract with you.**

- **How we will accept your order.** Our acceptance of your order will take place when we accept your order for products, which could be in writing (potentially by email) or when we tell you that we are able to provide you with the products you have ordered, or we accept any payment from you for your purchase or products. At which point a contract will come into existence between you and us.
- **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.
- **Your order number.** We can assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.
- **Part exchange.** If we agree with you to take in goods that you have as a part-exchange then you warrant and agree that you are the owner of those goods and that there is no security, encumbrance, outstanding finance or other third party right over them.

## **5. Our goods and services**

- Products will conform in all material respects with their description and be free from material defects in design, material and workmanship. Goods will be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and be fit for any purpose held out by us.
- However, products may vary slightly from their pictures. The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images. Our products are supplied directly from the manufacturer as such we, all sizes, weights, capacities, dimensions and measurements are provided by them and are not verified by us.
- Product packaging may vary. The packaging of the product may vary from that shown in images on our website.
- Services will be provided using reasonable care and skill.

## **6. Your rights to make changes**

If you wish to make a change to the product you have ordered, please contact us. When you have ordered goods that we do not hold in stock but have to order from our Suppliers then, if you wish to change the specification or goods after your order, this may incur additional costs and / or not be possible. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (*see clause 9 – Your rights to end the contract*)

## **7. Our rights to make changes**

- We may make minor changes to the goods and / or services to reflect changes in relevant laws and regulatory requirements; and to implement minor technical adjustments and improvements. These changes will not affect your use of the products or your other rights.
- We will be entitled to correct any minor or obvious typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document.

- Any significant changes would be communicated to the consumer and the consumer will be given a right to cancel and receive a refund, if they don't agree to the changes

## **8. Providing the Products**

- **Delivery costs.** The costs of delivery will be as set out in the Order or Invoice or, if not set out, the delivery will be at your cost.
- **Delivery Address.** It is your responsibility to ensure that the address you provide for the delivery address is correct. If delivery needs to be re-directed because the address is incorrect you may have to pay another delivery charge. If goods are delivered to an incorrectly given address and we are notified within 72 hours we will assist in having them retrieved, but ultimately the responsibility lies with you to collect your order.
- **When we will provide the products.** During the order process we will contact you with an estimated delivery date.
- **We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.
- **Collection by you.** If you have asked to collect the products from our premises, you can collect them from us at any time during our working hours of 8am to 5.30pm on weekdays (excluding public holidays) and 8am to 12.00pm Saturdays.
- **If you are not at home when the product is delivered.** If no one is available at your address to take delivery and the products cannot be posted through your letterbox, the courier will leave you a note informing you of how to rearrange delivery or collect the products from a local depot. We are not able to guarantee time of delivery.
- **If you do not re-arrange delivery.** If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract.
- **We will not be responsible for supplying products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.** If we are unable to deliver because of a force majeure we will let you know as soon as possible and take steps to minimise the delay.

- **When you become responsible for the goods.** The goods will be your responsibility from the time we deliver the product to the address you gave us, or you or a carrier organised by you collect it from us.
- **When you own goods.** You own a product which is goods once we have received payment in full. Until we have received full payment we retain ownership of the goods.
- **Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product to:
  - o deal with technical problems or make minor technical changes;
  - o update the product to reflect changes in relevant laws and regulatory requirements;
  - o make changes to the product as requested by you or notified by us to you (see clause 6).
  - o Your rights if we suspend the supply of products. We will contact you in advance to tell you we will be suspending supply of the product unless the problem is urgent or an emergency. If we must suspend the product, we will adjust the price so that you do not pay for products while they are suspended. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 2 months and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.
- **We may also suspend supply of the products if you do not pay.** If you do not pay us for the products when you are supposed to and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will not suspend the products where you dispute the unpaid invoice. We will not charge you for the products during the period for which they are suspended. As well as suspending the products we can also charge you interest on your overdue payments.

## **9. Your rights to end the contract.**

**You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing, when you decide to end the contract and whether you are a consumer or business customer:

- If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get the product repaired or replaced or to get some, or all, of your money back).

- If you want to end the contract because of something we have done or have told you we are going to do;
- If you are a consumer and have just changed your mind about the product, you may be able to get a refund, but this may be subject to deductions, and you will have to pay the costs of return of any goods;
- If goods are being ordered in we shall be entitled to retain any deposit you have paid and charge you additional costs we have incurred in obtaining the Goods.

**Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

- we have told you about an upcoming change to the product or these terms which you do not agree to;
- we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- there is a risk that supply of the products may be significantly delayed because of events outside our control;
- we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 2 months; or
- you have a legal right to end the contract because of something we have done wrong.

**Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013).** If you are a consumer then for most products bought online, or in our showrooms, you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

**When consumers do not have a right to change their minds.** Your right as a consumer to change your mind does not apply in respect of:

- products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them; and

- any products which become mixed inseparably with other items after their delivery.
- if products are made to specification; and
- In the case of services, a consumer can't change their minds if the services have been completed BUT only if the consumer expressly requested the supply of the service during the cancellation period and was informed both about their right to cancel and about having to pay for services received up to cancellation.

**How long do consumers have to change their minds?** If you are a consumer how long you have to change your mind depends on what you have ordered and how it is delivered. In relation to the purchase of goods you have 14 days after the day you (or someone you nominate) receives the goods, unless:

- Your goods are split into several deliveries over different days. In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery.
- Your goods are for regular delivery over a set period. In this case you have until 14 days after the day you (or someone you nominate) receives the first delivery of the goods.

**Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you are not a consumer who has a right to change their mind, you can still end the contract before it is completed, but you may have to pay us compensation. A contract for goods is completed when the product is delivered and paid for. If you want to end a contract before it is completed where we are not at fault and you are not a consumer who has changed their mind, just contact us to let us know. The contract will end immediately, and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

**How to end the contract with us** (including if you are a consumer who has changed their mind)

Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:

- Phone or email. Call customer services on 01704 790008 or email us at [enquiry@cornthwaitegroup.com](mailto:enquiry@cornthwaitegroup.com). Please provide your name, home address, details of the order and, where available, your phone number and email address.

- By post. Simply write to us at Cornthwaite Group, Hall Lane, Bispham Green L40 3SB, including details of what you bought, when you ordered or received it and your name and address.

**Returning products after ending the contract.** If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must either return the goods in person to where you bought them, post them back to us at Cornthwaite Group, Hall Lane, Bispham Green L40 3SB or (if they are not suitable for posting) allow us to collect them from you. Please call customer services on 01704 790008 or email us at [enquiry@cornthwaitegroup.com](mailto:enquiry@cornthwaitegroup.com) for a return label or to arrange collection. If you are a consumer exercising your right to change your mind you must send off the goods within 14 days of telling us, you wish to end the contract.

**When we will pay the costs of return.** We will pay the costs of return:

- if the products are faulty or misdescribed,
- if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong; or
- In all other circumstances (including where you are a consumer exercising your right to change your mind) you must pay the costs of return.

**What we charge for collection.** If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection.

**How we will refund you.** If you are entitled to a refund under these terms, we will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

When we may make deduction from refunds if you are a consumer exercising your right to change your mind. If you are exercising your right to change your mind:

- We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.
- The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within



3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

**When your refund will be made.** We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind then:

- If the products are goods and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For information about how to return a product to us, see clause 2.
- In all other cases, your refund will be made within 14 days of your telling us you have changed your mind

## **10. Our rights to end the contract.**

We may end the contract if you break it. We may end the contract for a product at any time by writing to you if:

- you do not make any payment to us when it is due, and you still do not make payment within 7 days of us reminding you that payment is due;
- you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example, name, address, telephone number and email address;
- you do not, within a reasonable time, allow us to deliver the products to you or collect them from us.

**You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 10 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

**We may withdraw the product.** We may write to you to let you know that we are going to stop providing the product. We will let you know at least 24 hours in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

## **11. If there is a problem with the product**

**How to tell us about problems.** If you have any questions or complaints about the product, please contact us as soon as possible. You can telephone our customer service team at 01704 790008 or write to us at [enquiries@cornthwaitegroup.com](mailto:enquiries@cornthwaitegroup.com) or Cornthwaite Group, Hall Lane, Bispham Green L40 3SB.

## **Your rights in respect of defective products if you are a consumer**

- If you are a consumer, we are under a legal duty to supply products that are in conformity with this contract. Nothing in these terms will affect your legal rights.
- If you wish to exercise your legal rights to reject products or services, please refer to your rights in Section 19 of the Consumer Rights Act 2015. Your obligation to return rejected products - you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please call customer services on 01704 790008 or email us at [enquiries@cornthwaitegroup.com](mailto:enquiries@cornthwaitegroup.com) for a return label or to arrange collection. For Services – please contact us to discuss a potential refund.

## **Your rights in respect of defective products if you are a business**

- The Goods will be sold with the benefit of the manufacturers warranty details of which can be found on our website. We will provide you with a copy of the manufacturer's warranty terms on delivery. Any defects arising in relation to the Goods must be dealt with in accordance with the manufacturer's warranty.
- We shall have no liability to you in respect of a product's failure to comply with the manufacturer's warranty.

## **12. Price and payment**

- **Where to find the price for the product.** The price of the product (which excludes VAT unless stated otherwise) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 4 for what happens if we discover an error in the price of the product you order.
- **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

- **When you must pay and how you must pay.** Our online shopify store accepts Visa, Mastercard, American Express, Discover, Diners Club, Maestro, Union Pay, Shop Pay, Apple Pay, & Google. You must pay for the products before we dispatch them. In store we accept payment with Amex, Apple Pay, Google Pay, Mastercard, Maestro and Visa. We require immediate payment on all non-credit accounts and wholegood purchases. Payment is due 30 days from invoice date, on all credit accounts.
- **Our right of set-off if you are a business customer.** If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Natwest Bank plc from time to time. This interest 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. You must pay us interest together with any overdue amount.
- **What to do if you think an invoice is wrong.** If you think an invoice is wrong, please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we can charge you interest on correctly invoiced sums from the original due date.

### **13. Limits to our responsibility for loss or damage suffered by you.**

#### **Our responsibility for loss or damage suffered by you if you are a consumer;**

- We are responsible for losses caused by us breaking the contract, unless the loss is unexpected. 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.
- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products as summarised at clause 1; and for defective products under the Consumer Protection Act 1987
- We are not liable for business losses. If you are a consumer, we only supply the products for to you for domestic and private use. If you use the products for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause 16.

## **Our responsibility for loss or damage suffered by you if you are a business**

Nothing in these terms shall limit or exclude our liability for:

- death or personal injury caused by our negligence, or the negligence of our 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 or section 2 of the Supply of Goods and Services Act 1982; or
- defective products under the Consumer Protection Act 1987.

Except to the extent expressly stated in clause 1 all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

Subject to clause 1:

- we shall not be liable to you, 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 any contract between us; and
- our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total sums paid by you for products under the contract.

## **14. How we may use your personal information**

We will only use your personal information as set out in our [cornthwaitegroup.com/privacy](http://cornthwaitegroup.com/privacy)

## **15. Other important terms**

- We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee). You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. However, if you are a

consumer you may transfer our guarantee at clause 4 to a person who has acquired the product or, where the product is services, any item or property in respect of which we have provided the services. We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the relevant item or property.

- Nobody else has any rights under this contract (except someone you pass your guarantee on to). This contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in clause 2 in respect of our guarantee. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- Which laws apply to this contract and where you may bring legal proceedings if you are a consumer. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts. We would welcome an opportunity to resolve any complaints before the matter is taken to court. Our customer service team will do its best to resolve any problems you have with a product, or service, supplied by us. Please contact [feedback@cornthwaitegroup.com](mailto:feedback@cornthwaitegroup.com).
- Which laws apply to this contract and where you may bring legal proceedings if you are a business. If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

## **16. Voucher Terms and Conditions**

### **1. Rules**

#### **The use of vouchers fall under the following terms and conditions:**

Our vouchers must be redeemed in store, as full or part payment of products. A voucher cannot be used to purchase a further voucher.

All Vouchers are dated and expire 12 months from the date of issue.

Vouchers cannot be exchanged for cash.

Vouchers may only be redeemed against products purchased in the same currency as the Gift Certificate.

We are not responsible if a Voucher is lost, stolen, destroyed or used without permission and no replacement will be provided in these circumstances.

The purchase should be equal to or exceed the voucher value.

We may at anytime suspend, restrict or cancel your voucher or refuse to issue or replace a voucher if we suspect your voucher is being used in an unauthorised or fraudulent manner, if you have not complied with these terms and conditions or in the event of exceptional circumstances which prohibit the normal operation of the voucher.

#### **1.2 Free labour on first service**

This voucher entitles you to a discount equivalent to the total cost of labour to perform the first service in accordance to the owners and operators manual, on the equipment purchased from us and associated with this voucher (only) which was issued at time of purchase at a Cornthwaite Group depot.

#### **1.3 Free first service**

This voucher entitles you to a discount equivalent to the total cost of parts and labour to perform the first service in accordance with the owners and operators manual, on the equipment purchased from us and associated with this voucher (only) which was issued at time of purchase at a Cornthwaite Group depot.

**1.4 Questions, comments and requests** regarding Voucher Terms and Conditions are welcomed, please contact us.