

Terms and conditions

1. Introduction

- 1.1 This document (together with any documents referred to in it) tells you the terms and conditions (the 'Conditions') upon which we will sell the Goods to you. You may print a copy for future reference.
- 1.2 'Business Day' means a day other than a Saturday, Sunday or public holiday when banks in London are open for business.
- 1.3 'Event Outside Our Control' has the meaning given in clause 15.
- 1.4 'Goods' means the goods listed on our website ('the Website') which we may supply.
- 1.5 Before confirming your order please read through these Conditions and in particular our cancellations and returns policy at clause 11 and limitation of our liability and your indemnity at clause 13.
- 1.6 By ordering any of the Goods, you agree to be legally bound by these Conditions. You will be unable to proceed with your transaction if you do not accept these terms and conditions.

2. About us

- 2.1 We, Avagrow Limited, own and operate this Website. We're a limited company registered in England and Wales under company number: 7666334. Our registered office is at Unit J2, Cuxton Industrial Estate, Station Road, Rochester, Kent, ME2 1AJ. Our VAT Number is 126190530.
- 2.2 Our telephone number is 01634787227.
- 2.3 Our email address is sales@avagrow.co.uk.

3. Overseas orders

This Website is intended only for use by customers resident in England, Wales, Scotland and Northern Ireland (The United Kingdom). We do not accept orders for goods from individuals located outside the United Kingdom.

4. Eligibility to purchase from the Website

To be eligible to purchase the Goods and lawfully enter into and form a contract with us, you must be 18 years of age or over.

5. Price

- 5.1 The prices of the Goods are quoted on the order page.
- 5.2 Prices and any other charges quoted on the order page are based on delivery of the Goods in the United Kingdom unless otherwise specified.
- 5.3 Prices quoted do not include the costs of delivery of the Goods. The costs of delivery of the Goods will be shown separately on the order page and added to the amount payable by you.
- 5.4 Unless otherwise stated, the prices quoted include VAT.

6. Payment

- 6.1 Payment can be made by any major prepay, credit or debit card or by using a PayPal account.
- 6.2 By placing an order, you consent to payment being charged to your prepay/debit/credit card account or PayPal account as provided on the order form.
- 6.3 If you pay us by credit or debit card or PayPal account we will take payment from your card or PayPal account for the Goods when we dispatch the Goods to you.
- 6.4 We shall contact you should any problems occur with the authorisation of your card or payment through your PayPal account.

7. Interest

- 7.1 Unless clause 7.2 applies, you must pay us interest on any amounts you owe us and fail to pay us on the due date at the rate of 3% a year above the base lending rate of 3% from time to time, accruing daily from the due date until the date of payment, whether before or after judgment.
- 7.2 We will not charge you interest
 - 7.2.1 for the period of dispute in respect of an invoice that you dispute in good faith, provided you have advised us within a reasonable time of receiving it that you dispute it and your basis for disputing it.

8. Order process and formation of a contract

- 8.1 Our Website, catalogue and brochure merely illustrate our Goods and the packaging of the Goods. Your computer may not accurately display the colours of the Goods. Although we aim to accurately depict our Goods and their packaging, there may be differences between the packaging and the colours of the Goods delivered to you and those shown on our Website and in our catalogue and brochure.
- 8.2 All orders are subject to acceptance and availability. If we are unable to supply you with the Goods in your order due to matters such as unavailability of stock, materials, key staff or an Event Outside Our Control or because we have identified a mistake in the description of the Goods or the price stated by us, we will notify you. We will not proceed with the order and will refund any sums you have paid us.
- 8.3 If the Goods are temporarily unavailable, we will notify you by email of the date they are expected to be available. You will have the option either to wait until they are available or to cancel your order. If you cancel your order, we will refund any sums you have paid us.
- 8.4 Any order placed by you for the Goods constitutes an offer to purchase them from us.
- 8.5 You agree that if we contact you to acknowledge receipt of your order such communication shall not amount to our acceptance of your offer to purchase the Goods.
- 8.6 A 'Confirmation Notice' means an email which we send to you to confirm that we have dispatched the Goods. A Confirmation Notice will be our acceptance of the offer made in the order to which that Confirmation Notice relates.
- 8.7 A contract between you and us for the supply of the Goods (the 'Contract') incorporating the version of these Conditions in force at the time of your order will come into existence when we send you the Confirmation Notice relating to your order. You may print and keep a copy of the Confirmation Notice for future reference.
- 8.8 If you think that there is a mistake in the Confirmation Notice or if you wish to make any changes, please contact us to discuss this. If you request a change, we will tell you if that is possible and about any changes to the price, delivery or performance dates or any other changes that we need to make as a result of your request. We will ask you if you wish to go ahead with the change.
- 8.9 We may make
 - 8.9.1 minor technical adjustments to the Goods to improve them or to comply with relevant laws and regulatory requirements,
 - 8.9.2 changes to these Conditions as a result of changes in any relevant laws and regulatory requirements,
 - 8.9.3 changes to these Conditions as a result of changes in how we accept payment from you,
 - 8.9.4 changes in the amount payable by you to the extent of any changes in the VAT included in the price or payable in relation to the price.
- 8.10 If we make any changes in accordance with clause 8.9 we will give you written notice of the changes before we supply the Goods. You can choose to cancel the contract if the change would be significantly to your disadvantage.
- 8.11 Any variation to these Conditions which have been incorporated into the Contract or to the Contract other than those mentioned in clause 8.9 shall only be binding when agreed in writing and signed by you and us.

9. Delivery

- 9.1 The Goods will be delivered to you at the address you provided during the order process which must be the address that is the billing address of your payment card if you have paid by card.
- 9.2 Any dates quoted for delivery of the Goods are approximate only. If no date is specified then it will take place as soon as reasonably possible, but in any event within 30 days of the date of the Confirmation Notice, unless there is an Event Outside Our Control, in which case clause 15 shall apply.
- 9.3 If you have agreed to collect the Goods from our premises,
- 9.3.1 you must collect the Goods during our working hours of mon - fri 9-6 sat 10-4 sun 10-2 on or within 3 Business Days of the date we notify you that the Goods are ready for collection,
- 9.3.2 delivery shall occur at our premises when we hand the Goods to you.
- 9.4 Unless clause 9.5 applies, if we have agreed to deliver the Goods to a delivery address which you have given us, delivery shall occur when we place the Goods in the physical possession of you or anyone you have identified to us as the person authorised by you to take delivery of the Goods.
- 9.5 If you have asked us to use an independent carrier other than our normal carrier to deliver the Goods to you, delivery shall occur when we deliver the Goods to that carrier.
- 9.6 You must examine the Goods within a reasonable time after arrival and let us know as soon as reasonably possible if they are faulty, damaged or not as described.
- 9.7 If no one is present at your delivery address to take delivery, we will advise you of our attempted delivery. You must then contact us to make arrangements for us to deliver the Goods.
- 9.8 We may end the contract with you and charge you for any extra storage costs we have incurred if
- 9.8.1 you have arranged to collect the Goods but do not do so within 14 Business Days of the date we notify you that they are ready for collection, or
- 9.8.2 we have agreed to deliver the Goods, you have not been available to take delivery on the date we agreed to deliver them, and we have not been able to re-arrange delivery within 14 Business Days of the original delivery date.
- 9.9 For Christmas deliveries, we recommend that you check the Website for the last order date. We will endeavour to dispatch all Goods that are in stock within 24 hours. However, we cannot guarantee delivery by 24 December.

10. Risk and title

- 10.1 The Goods will be at your risk from the time of delivery.
- 10.2 Ownership of the Goods will only pass to you when we receive full payment of all sums due in respect of them including VAT and the cost of delivery.

11. Cancelling your Contract and returns

11.1 Cancelling before Confirmation Notice

- 11.1.1 You may cancel your order for the Goods by notifying us of your decision to cancel at any time prior to us sending you a Confirmation Notice.
- 11.1.2 You may notify us of your decision to cancel by:
- 11.1.2.1 completing a cancellation form found on our Website, printing it and emailing or posting it as detailed below, or
- 11.1.2.2 sending a statement saying that you wish to cancel quoting your name, address, the name or a description of the Goods and your order reference number by:
- 11.1.2.2.1 Telephone on 01634787227
- 11.1.2.2.2 Email at sales@avagrow.co.uk
- 11.1.2.2.3 Post at Unit J2, Cuxton Industrial Estate, Station Road, Rochester, Kent, ME2 1AJ

11.2 Cancellation after Confirmation Notice

- 11.2.1 The 'Cancellation Period' means the period between the date we send you a Confirmation Notice and the expiry of 14 calendar days after the day you receive the Goods.
- 11.2.2 Subject to clause 11.5, you may cancel the Contract at any time during the Cancellation Period by notifying us of your decision to cancel.
- 11.2.3 You may notify us of your decision to cancel by:
 - 11.2.3.1 completing a cancellation form found on our Website, printing it and emailing or posting it as detailed below, or
 - 11.2.3.2 sending a statement saying that you wish to cancel quoting your name, address, the name or a description of the Goods and your order reference number by:
 - 11.2.3.2.1 Telephone on 01634787227
 - 11.2.3.2.2 Email at sales@avagrow.co.uk
 - 11.2.3.2.3 Post at Unit J2, Cuxton Industrial Estate, Station Road, Rochester, Kent, ME2 1AJ

11.3 Return of Goods

- 11.3.1 Upon receiving notice of your cancellation, we will contact you and provide details of where you must return the Goods and other relevant instructions. You must then return the Goods to us without delay and at the latest within 14 days of notifying us of your cancellation.
- 11.3.2 You must return the Goods at your own risk and at your own cost unless we offer to pay the cost of return. We may offer to collect the Goods from you and charge you for the cost of collecting the Goods. If we offer to collect the Goods, we will contact you to ascertain whether you agree to us collecting the Goods, whether you agree to pay the costs of collection if we are charging you for collection, and if so, to make arrangements for collection. If you agree to pay the costs of collection, we may deduct this from any sum we owe you.
- 11.3.3 If the value of the Goods is reduced as a result of your handling of them beyond what is necessary to determine the nature, characteristics or functioning of the Goods, we will be entitled to claim this reduction in value from you and to deduct it from any money which you have paid us.

11.4 Refunds on cancellation

- 11.4.1 So long as you are entitled to cancel and have complied with your obligations under clauses 11.2 and 11.3, we will refund you the balance of the price and any standard delivery costs you paid to us after deducting:
 - 11.4.1.1 any reduction in the value of the Goods in accordance with clause 11.3.3; and
 - 11.4.1.2 any cost to us of collecting the Goods (if applicable).
- 11.4.2 If the Contract is for the supply of goods only, or for goods and services with the main purpose being the supply of goods, unless we have agreed to collect the Goods from you, we will refund you the sum in clause 11.4.1 within 14 days after the earlier of:
 - 11.4.2.1 the day on which we receive the Goods back from you, or
 - 11.4.2.2 the day on which you supply evidence to us that you have sent the Goods back to us.
- 11.4.3 If the Contract is for the supply of goods only, or for goods and services with the main purpose being the supply of goods and we have agreed to collect the Goods from you, we will refund you the sum in clause 11.4.1 within 14 days of our receipt of your cancellation notice.
- 11.4.4 We will refund you the sum in clause 11.4.1 using the same method of payment used by you, unless you agree to a refund by a different method of payment.

11.5 Exception to the right to cancel

You will not have a right to cancel in the following situations:

- 11.5.1 The Contract is for goods which are bespoke or have been personalised or which may deteriorate (such as food).
- 11.5.2 The Contract is for goods and/or services the price of which is dependent on fluctuations in the financial market which cannot be controlled by us.
- 11.5.3 The Contract is for the supply of alcoholic beverages where their value is dependent on fluctuations in the market which cannot be controlled by us, we have agreed the price and we can only deliver after 30 days.
- 11.5.4 The Contract is for the sale of land or financial services.
- 11.5.5 The Contract is for rental of accommodation for residential purposes.
- 11.5.6 The Contract is for construction or conversion of buildings.
- 11.5.7 The Contract is for accommodation, transport of goods, vehicle rental services, catering or services related to leisure activities where there is a specific date or period for performance.
- 11.5.8 The Contract is for the supply of sealed audio or video recordings and computer software and they have become unsealed after delivery.
- 11.5.9 The Contract is for the supply of sealed goods which are not suitable for return due to health protection or hygiene reasons and they have become unsealed after delivery.
- 11.5.10 The Contract is for the supply of newspapers, magazines and other periodicals, except for subscription contracts.
- 11.5.11 The Contract is for the supply of goods which have become mixed inseparably with other items after delivery.

12. Complaints

If you have a comment, concern or complaint about any Goods you have purchased from us, please contact us by telephone on 01634787227, by email at sales@avagrow.co.uk or by post at Unit J2, Cuxton Industrial Estate, Station Road, Rochester, Kent, ME2 1AJ.

13. Liability and indemnity

- 13.1 We have a duty to supply Goods to you that conform to the Contract including a duty to ensure that
 - 13.1.1 the Goods are as described in the contract
 - 13.1.2 the Goods correspond to any samples we have sent you
 - 13.1.3 the Goods are fit for any purpose you specifically told us they were required for, and are not faulty
- 13.2 We cannot exclude our liability for a failure to comply with these duties mentioned in this sub-clause. Nothing in these Conditions affects your legal rights if these duties are not complied with. You can obtain advice about your legal rights from Citizens Advice if you need to.
- 13.3 We cannot exclude or limit our responsibility to you for:
 - 13.3.1 Death or personal injury resulting from our negligence or the negligence of our employees
 - 13.3.2 Fraud or fraudulent misrepresentation
 - 13.3.3 A claim for a defective product against us if we do not give you the name of the person who supplied the product to us within a reasonable time of your request for us to do so.
- 13.4 We are responsible for foreseeable loss or damage which you suffer as a result of a breach by us of the Contract or as a result of our failure to act with reasonable care and skill. 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. We are not responsible for unforeseeable losses.

- 13.5 You are purchasing the Goods as a consumer. If you purchase the Goods for any business purpose including for re-sale, we will not be liable for any business losses, loss of profits, loss of contracts, loss of business opportunities, loss of management time, loss of business data or losses due to interruption of your business.
- 13.6 We will not be responsible for any delay in delivering the Goods if
- 13.6.1 we have asked you to provide specified information that is necessary for delivering the Goods and
 - 13.6.2 you have failed to provide complete and accurate information or you have provided such information later than the date we have asked you to supply it by.
- 13.7 We will not accept liability for any damage caused by pre-existing defects in any fittings, walls, pipes, wiring, gas installations in your premises or to any goods to which we connect or install or attach the Goods unless we have been negligent in not realising that such damage may occur or in the way we did the work.

14. Our rights of termination

We reserve the right to terminate the Contract by writing to you if you fail to make any payment to us when due and you still do not make payment within 14 days of us reminding you that payment is due.

15. Events outside our control

- 15.1 Except for our obligations under this clause, we shall not be responsible for delays or failures in delivery or performance of our obligations to you resulting from any act, event, omission, failure or accident outside our reasonable control ('Event Outside Our Control').
- 15.2 We will take all reasonable steps to minimise a delay in performing our obligations to you which arises from an Event Outside Our Control.
- 15.3 We will promptly notify you of any Event Outside Our Control which prevents us from or delays us in performing our obligations to you, giving details of it and (where possible) the extent and likely duration of any delay.
- 15.4 Our performance will be deemed to be suspended for the period that the Event Outside Our Control continues.
- 15.5 You may end the Contract after we have notified you of an Event Outside Our Control and we will then refund you any money you have paid to us under the Contract for the Goods which we have been unable to deliver to you.

16. Use of personal data

- 16.1 We envisage that we will request personal information from you whilst you use our website. This information will only be requested and processed in accordance with our Privacy Notice, which can be found at www.avagrow.co.uk.
- 16.2 In brief, we will act fairly in connection with personal information requested from you, when we request information we will alert you to our Privacy Notice, and unless the information is necessary for a reason specified in the General Data Protection Regulation (GDPR) we will only process it with your consent. Before receiving your information we'll endeavour to provide the information required by the GDPR.

17. Third party rights

Except for our affiliates, directors, employees or representatives, a person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

18. Other important terms

- 18.1 We reserve the right to change the domain address of this Website and any services, products, product prices, product specifications and availability at any time.
- 18.2 Every effort is made to keep information regarding stock availability on the Website up to date. However, we do not guarantee that this is the case, or that stock will always be available.

- 18.3 If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract and the remainder of the provision in question will not be affected.
- 18.4 All Contracts are concluded in English only.
- 18.5 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under it or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with your obligations.
- 18.6 A waiver by us of any default shall not constitute a waiver of any subsequent default.

19. Governing law

These Conditions and the Contract are governed by the laws of England and Wales. However, if you live outside England and Wales but within the EU, you are always entitled to any compulsory consumer protections applicable in the country where you live.

20. Governing jurisdiction

You can bring legal proceedings in respect of the Goods in the courts of England and Wales. If you live in Scotland you can bring legal proceedings in respect of the Goods in either the courts of Scotland or England and Wales. If you live in Northern Ireland you can bring legal proceedings in respect of the Goods in either the courts of Northern Ireland or England and Wales. If you live in another country in the EU, you can bring legal proceedings in respect of the Goods in either the courts of your home country or England and Wales.

Cancellation Form

Date:

To: Avagrow Limited

Unit J2, Cuxton Industrial Estate, Station Road, Rochester, Kent, ME2 1AJ

Email address: sales@avagrow.co.uk

I/We[*] hereby give you notice that I/We[*] cancel my/our[*] contract for:

Order number:

Ordered on:

Received on:

Name(s) of consumer(s):

Address(es) of consumer(s):

Signature of consumer(s):

[*] Delete as appropriate

What to do with your documents

This following pages are to help you - you should separate them from the previous pages.

Terms and conditions

The first document is the terms and conditions for supplying goods to consumers. It should be uploaded onto and used in conjunction with your website. On your website you should describe the goods that you are supplying and state the prices and other specific details.

Before your customers place their order and click on your 'Pay Now' button, there should be a link to these terms and conditions. Alternatively your customer should have to scroll through them. There should then be an 'I accept' checkbox referring to these terms and conditions. Your website should not allow your customer to proceed with the order unless they have ticked the 'I accept' checkbox.

There is other '**pre-contract information**' that you must provide to the consumer before they make the contract - we have summarised this in the checklist on the next page. We recommend that you provide this information on your website and in the confirmation notice (see below) to the extent that it is not already provided in the terms and conditions and to the extent that it applies to the particular goods/services being offered.

After you have decided to accept the order, send the consumer a **confirmation notice** on a 'durable medium' e.g. by email or post. If you have not yet provided the pre-contract information on a durable medium, you must include it in your confirmation notice. You must send this confirmation notice to the consumer within a reasonable time after the contract is made, and before delivering the goods or starting performance of the services.

Cancellation form

The second document is the model cancellation form that you must provide to your customer along with your confirmation of the order (confirmation notice). You could provide the cancellation form by uploading it onto your website and providing a link to it in the confirmation notice. Alternatively, you could provide it as an email attachment or enclose it in a confirmation notice sent by post. The customer does not have to use it, and may cancel by clearly indicating to you that they wish to do so. If the customer completes and submits the cancellation form to you online, you must send them an **acknowledgement of receipt** on a durable medium without delay.

Checklist of pre-contract information to be supplied to your customer

If you are selling goods and/or services to a consumer via a distance contract, you must give the consumer certain information before they place the order. You must provide this information in a clear, prominent manner that is appropriate to contracting via a website. You should also repeat the information in the order confirmation notice. This is usually an email sent to confirm that you are dispatching the goods or will perform the services. The confirmation notice must be in a durable medium, i.e. on paper, by email or in a form that allows the consumer to store and reproduce it. Note that these terms and conditions are not appropriate for contracts of indeterminate duration or subscription contracts.

The information that must be given to the consumer before they place the order is:

1. A description of the main characteristics of the Goods
2. The total price, including all taxes, or the manner in which the price is to be calculated if the nature of the goods or services means it cannot be calculated in advance
3. Delivery and any other costs, where appropriate
4. The duration of the contract and minimum duration of the customer's obligations under the contract.
5. Whether any delivery restrictions apply and which means of payment are accepted.

In addition, before the consumer is bound by the contract, you must give them the model cancellation form set out in the CCR, a copy of which is found at the bottom of the terms and conditions and the following information. The information must be provided in a clear, comprehensible manner that is appropriate to contracting via a website. It is best to provide this information along with the information mentioned above on the website before the customer places the order. However, you could provide it after the order. At the very latest it must be provided in the confirmation notice.

6. Your business name and the geographical address, telephone and fax numbers and e-mail address of your business (included - but we recommend that this is also provided on the website and in the confirmation notice).
7. The name and geographical address of any trader you are acting on behalf of (not included - provide on your website and in the confirmation notice).
8. How long prices quoted remain valid (not included - provide on your website)
9. Arrangements for payment (included but also include on website and in the confirmation notice)
10. Arrangements for the delivery of goods or performance of services, including the timeframe. You must deliver goods within 30 days of the purchase if you do not agree a longer timeframe with the customer. You must state any delivery restrictions clearly (not included - provide on your website and the confirmation notice)
11. The cost to the customer of communicating with you to conclude the contract when it will be more than the basic rate (not included - provide on your website and in the confirmation notice). You are not allowed to charge the consumer premium telephone rates for any helplines you operate in relation to the contract (e.g. for customer queries, cancellations and complaints).
12. If the consumer has a right to cancel, the time limit, conditions and procedures involved in exercising the right to cancel. (Included but you should also consider providing this on your website and a link to that page in the confirmation notice.)
13. Where there is no right to cancel or that right could be lost, a statement to this effect and the circumstances in which the right can be lost (included but provide on your website and in the confirmation notice.)

14. Where the goods should be returned (not included. The terms say you will provide these details. You should do so on your website and in the confirmation notice.)
15. That the consumer will have to bear the cost of returning the goods, if this is the case (not included - provide on your website and in the confirmation notice)
16. The cost of returning the goods if regular post can't be used (not included - provide on your website and in the confirmation notice)
17. Your complaints handling policy (not included, other than a term that customer should contact you. Include on website and in the confirmation notice)
18. Details of any out-of-court complaints redress. If you are required to do so by legislation or any rules of your trade association, you must tell the consumer the name and website address of the certified ADR body to submit the dispute to. See below. (ADR provisions are included but also provide on your website and in the confirmation notice)
19. If you are selling goods, a reminder that you have a duty to supply goods conforming to the contract (included, but also provide on your website and in the confirmation notice)
20. Details of any guarantees or after-sales service (not included - provide on your website and in the confirmation notice)
21. Which, if any, codes of conduct apply to you, and where the consumer can get copies (not included - provide on your website and in the confirmation notice)
22. The existence and conditions of any deposits or other financial guarantees to be provided by the consumer (not included - provide on your website and in the confirmation notice)
23. Your company registration number.
24. Your VAT registration number.
25. The technical steps that the customer must follow to conclude the contract.
26. A description of the technical means for customers to identify and correct input errors prior to placing an order.
27. Whether or not a copy of the contract will be kept by you and if so, if it can be accessed by the customer.
28. The languages offered for the conclusion of the contract.
29. Any dispute resolution procedures provided by the professional regulatory body or under the code of conduct that governs your business.