



# Your Turf. Our Passion.

Unit 108, Longmead Road, Emerald Park East, Emersons Green, Bristol, BS16 7FG, UK  
Company No: 07178557. VAT No. GB 996 8809 30. The Pitchmark Group Ltd T/A Turfix.

## **ONLINE TERMS AND CONDITIONS BETWEEN TURFIX AND CONSUMERS**

These terms and conditions form the basis on which you can visit us and our website. Please read them carefully as they contain important information.

### **General Terms and Conditions**

This site is owned, operated and registered by Turfix of Unit 108, Longmead Road, Emerald Park East, Emersons Green, Bristol, BS16 7FG.

If you have any queries about these terms and conditions or if you have any comments or complaints on or about our website, you can contact us at [info@turfix.co.uk](mailto:info@turfix.co.uk) or +44 (0)1454 776666.

### **1. The Contract Between Us**

We must receive payment of the whole of the price for the goods that you order before your order can be accepted. Once payment has been received by us we will confirm that your order has been accepted by sending an email to you at the email address you provide in your order form. Our acceptance of your order brings into existence a legally binding contract between us (Pitchmark Ltd) and you (the customer).

### **2. Ownership Rights**

All rights, including copyright, in this website, are owned by or licensed to Pitchmark Ltd. Any use of this website or its contents, including copying or storing it or them in whole or part, other than for your own personal, non-commercial use, is prohibited without our permission. You may not modify, distribute or repost anything on this website for any purpose.

### **3. Accuracy of Content**

We have taken care in the preparation of the content of this website, in particular, to ensure that prices quoted are correct at the time of publishing and that all goods have been fairly described. However, orders will only be accepted if there are no material errors in the description of the goods or their prices as advertised on this website. Any weights, dimensions and capacities given about the goods are approximate only.

### **4. Damage to Your Computer**

We try to ensure that this website is free from viruses or defects. However, we cannot guarantee that your use of this website or any websites accessible through it will not cause damage to your computer. It is your responsibility to



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ensure that the right equipment is available to use the website. Except in the case of negligence on our part, we will not be liable to any person for any loss or damage which may arise to computer equipment as a result of using this website.

## **5. Availability**

All orders are subject to acceptance and availability. If the goods you have ordered are not available in stock, we will contact you by e-mail or phone (if you have given us details). You will have the option either to wait until the item is available from stock or to cancel your order.

## **6. Ordering Errors**

You are able to correct errors on your order up to the point at which you confirm the payment with your chosen payment service provider, i.e. Stripe or PayPal.

## **7. Price**

The prices payable for goods that you order are as set out on our website. All prices are exclusive of VAT at the current rates and are correct at the time of entering information.

Wherever it is not possible to accept your order to buy goods of the specification and description at the price indicated, we will advise you by email, offer to sell you the goods of the specification and description at the price stated in the email and will state the period for which the offer or the price remains valid. We only accept payment in GBP Sterling.

## **8. Payment Terms**

We will take payment upon receipt of your order unless delivery cannot be fulfilled within 30 days. We accept no liability if a delivery is delayed because of incorrect payment details or delivery address. If it is not possible to obtain full payment for the goods from your account then we can cancel the contract and/or suspend any further deliveries to you. This does not affect any other rights we may have.

## **9. Delivery Charges**

Prices for shipping vary depending on the items you have ordered and where you are located.



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## **10. Delivery**

### **10.1 Delivery zones**

We currently sell online to customers in the UK only. If you are located outside the UK and wish to purchase our products, please contact us at [info@turfix.co.uk](mailto:info@turfix.co.uk) or 03333 580505.

### **10.2 Delivery lead times**

We stock most items and next day delivery is available on these products to many UK postcodes, subject to the following conditions:

- Next day delivery is only available on orders placed before 12pm.
- Delivery lead times are calculated on working days only. Weekends and bank holidays are not included.
- For remote areas, highlands, and islands, delivery may take up to 5 working days.

We will make every effort to deliver on the agreed date. However, if for any reason we are unable to do so, no liability will fall to us, whether in damages or otherwise, for delay of all or any part of an order arising from any cause whatsoever. Delivery is also conditional upon the courier's vehicles having access free from encumbrances and serviceable roads to the place of delivery. If our agent cannot gain access to the delivery address, additional costs may be incurred.

### **10.3 Delivery instructions and liability**

We will deliver goods to the address specified in your order. It is your responsibility to ensure this address is accurate and that access is available at the time of delivery.

If you instruct us to leave goods at your premises without requiring a signature (proof of delivery), please be aware that we will not accept liability for any loss or damage to those goods following delivery.

If you have any special delivery requirements, please advise us at checkout or contact us at [info@turfix.co.uk](mailto:info@turfix.co.uk) or 03333 580505. We will pass your requests on to our couriers; however, we cannot guarantee that drivers will be able to call ahead prior to delivery.

### **10.4 Bulky items and pallet deliveries**

Next day delivery is not available on larger bulky items such as goalposts, which are typically delivered direct from the manufacturer. Estimated lead times for such items will be indicated on the relevant product pages.



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A number of our products are delivered on pallets or in large dumpy bags via lorry. In these cases, please note the following:

- Kerbside delivery only can be guaranteed. We are unable to carry materials up paths or to rear gardens.
- We use tail-lift offloads and hand pump trucks. Offloading can only take place on a smooth, level, hard-standing surface. We are unable to offload onto pebble, gravel, cobble, or soft ground.
- Access to the delivery site must be via hard roads over which a vehicle can pass without sustaining or causing damage of any kind.
- We will do our best to deliver as close to the property as access allows.

## **10.5 Ownership and risk**

You will become the owner of the goods once they have been delivered to you. From that point, the goods are held at your own risk and we will not be liable for their loss or destruction, unless such loss or damage was caused by our negligence.

## **11. Returns**

### **11.1 How to return an item**

We do our best to ensure all customers enjoy a positive experience with Turfix. If you need to return an item, please follow the steps below:

- Email [sales@thepitchmarkgroup.com](mailto:sales@thepitchmarkgroup.com) with your reason for return.
- Write the reason for return clearly on the delivery note and include it with the goods.
- Send the goods to: Turfix, Unit 108, Longmead Road, Emerald Park East, Emersons Green, Bristol, BS16 7FG.

We recommend returning items via registered post. Please state clearly on the invoice whether you require a refund or an exchange. Please note we are only able to exchange items for the same product. Return postage is at your own cost and risk.

### **11.2 Cancellations and refunds**

If you wish to cancel your order and receive a full refund, including original delivery costs, you must notify us within 14 days of receiving your order. The goods must then be returned to us within a further 14 days of notifying us of your cancellation. You will be responsible for the cost of returning the goods.



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The returned goods do not need to be in their original packaging but must be in a sellable condition. You have a legal obligation to take reasonable care of the goods while they are in your possession. Failure to do so may give us a right of action against you for compensation.

Where a refund or reimbursement is payable, we will process it as soon as possible and in any event within 14 days of receiving the returned goods. We will offer either store credit or a refund via the original payment method.

### **11.3 Defective goods**

If you return goods on the grounds that they are defective, we will examine them and notify you of your entitlement to a refund by email within a reasonable period. Where a refund is due, we will process it within 30 days of confirming your entitlement by email.

### **11.4 Your statutory rights**

Our returns policy does not affect your statutory rights. Terms of shipping and returns are subject to change at any time and without prior notice.

## **12. Acknowledgement and Acceptance of Your Order**

You will need to provide us with your e-mail address and we will notify you by e-mail as soon as possible to confirm receipt of your order and to confirm details. An acceptance of your order will take place on despatch of the goods ordered.

## **13. Cancellation Rights**

### **13.1**

Under the Distance Selling Regulations, you have the legal right to cancel your order within seven days of receipt of your goods (with the exception of any made-to-order items). You do not need to give us any reason for cancelling your contract nor will you have to pay any penalty. However, you will need to notify us if you wish to cancel your contract.

### **13.2**

If you have received the goods before you cancel your contract then you must send the goods back to our contact address at your own cost and risk. If you cancel your contract but we have already processed the goods for delivery you must not unpack the goods when they are received by you and you must send the goods back to us at our contact address at your own cost and risk as soon as possible.



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## 13.3

Once you have notified us that you are cancelling your contract, any sum debited to us will be re-credited to your account as soon as possible and in any event within 30 days of your order.

## 13.4

You will be re-credited for the costs incurred in returning faulty or unsatisfactory goods.

## 14. Cancellation By Us

### 14.1

We reserve the right to cancel the contract between us if:

- o 14.1.1 we have insufficient stock to deliver the goods you have ordered;
- o 14.1.2 we do not deliver to your area; or
- o 14.1.3 one or more of the goods you ordered was listed at an incorrect price due to a typographical error or an error in the pricing information received by us from our suppliers.

### 14.2

If we do cancel your contract we will notify you by e-mail and will re-credit to your account any sum deducted by us as soon as possible but in any event within 30 days of your order.

## 15. Liability

### 15.1

If you do not receive goods ordered by you within 30 days of the date on which you ordered them, we will have no liability to you unless you notify us in writing at our contact address of the problem within 60 days of the date on which you ordered the goods (unless this is not reasonably practicable). If you notify a problem to us under this condition, our only obligation will be, at your option:

- o 15.1.1 to make good any shortage or non-delivery;
- o 15.1.2 to replace or repair any goods that are damaged or defective; or
- o 15.1.3 to refund to you the amount paid by you for the goods in question in whatever way we choose.



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## 15.2

Both parties shall only be liable under this contract for losses which are a reasonably foreseeable consequence of the relevant breach of contract.

## 15.3

You must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase goods from our site. The importation or exportation of certain of our goods to you may be prohibited by certain national laws. We make no representation and accept no liability in respect of the export or import of the goods you purchase.

## 15.4

Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.

## 16. Notices

Unless otherwise expressly stated in these terms and conditions, all notices from you to us must be in writing and sent to our contact address at: Turfix, Unit 108, Longmead Road, Emerald Park East, Emersons Green, Bristol, BS16 7FG, and all notices from us to you will be displayed on our website from time to time.

## 17. Changes to Legal Notices

We reserve the right to change these terms and conditions from time to time and you should look through them as often as possible.

## 18. Law, Jurisdiction and Language

This website, any content contained therein and any contract brought into being as a result of usage of this website are governed by and construed in accordance with English law. Parties to any such contract agree to submit to the exclusive jurisdiction of the courts of England and Wales. All contracts are concluded in English.

## 19. Invalidity

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.



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## **20. Privacy**

You acknowledge and agree to be bound by the terms of our privacy policy.

## **21. Third Party Rights**

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

## **PRIVACY STATEMENT**

We, Turfix, are committed to respecting and protecting the privacy of anyone using our site and the confidentiality of any information that you provide us with. The purpose of this statement is to set out how we use any personal information that we may obtain from you.

### **Data Protection Act 1988 ('the Act')**

We are registered under the Data Protection Act and comply with the Act in all our dealings with your personal data.

### **Use and Collection of Personal Information**

In general, you can visit our website without telling us who you are and without revealing any information about yourself. If, however, you use our site you will need to register and you will be asked to provide certain information such as your contact details. We will store this data and hold it on a computer or otherwise.

We may use the information that you provide:

- To register you with our website and to administer it.
- For assessment and analysis, e.g. marketing, customer and product analysis, to enable us to review, develop and improve our services.

We may disclose your personal information to third parties:

- In the event we sell or buy any business or assets, in which case we might disclose your personal data to the prospective buyer or seller.
- If we are under a legal duty to disclose or share your personal data in order to comply with or meet any legal obligation.



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## Cookies

We collect information directly from you in a number of ways. One way is through our use of 'cookies'. Most websites use cookies in order to make them work, or to work more efficiently, as well as to provide information to the owners of the website. They help us to understand how our customers and potential customers use our website so we can develop and improve the design, layout, content and function of the site. Cookies are small text files that are placed on your computer's hard drive by websites that you visit.

They save and retrieve pieces of information about your visit to the website – for example, how you entered the site, how you navigated through the site and what information and documentation was of interest to you. This means that when you go back to a website, it can give you tailored options based on the information it has stored about you on your last visit.

Some of our cookies are used to simply collect information about how visitors use our website and these types of cookies collect the information in an anonymous form.

Where there is a login process relating to buying products or services from us we also use cookies to store personal registration information so that you do not have to provide it to us again on subsequent visits.

The rules about cookies on websites have recently changed. If you are uncomfortable with the use of cookies, you can disable cookies on your computer by changing the settings in the preferences or options menu in your browser. You can set your browser to reject or block cookies or to tell you when a website tries to put a cookie on your computer. You can also delete any cookies that are already stored on your computer's hard drive. However, please be aware that if you do delete and block all cookies from our website, parts of the site will not then work. This is because some of the cookies we use are essential for parts of our website to operate. Likewise, you may not be able to use some products and services on other websites without cookies.

To find out more about cookies, including seeing what cookies have been set and how to manage and delete them, visit [www.allaboutcookies.org](http://www.allaboutcookies.org).

If you do not wish to accept cookies from our website, please leave this site immediately and then delete and block all cookies from this site. Alternatively, you may opt out of receiving information from us by e-mail, telephone, fax or post. Our phone number is +44 (0)3333 580505, or you can e-mail us on [info@turfix.co.uk](mailto:info@turfix.co.uk).



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## Security

We endeavour to take all reasonable steps to protect your personal information. However, we cannot guarantee the security of any data that you disclose online and we will not be responsible for any breach of security unless this is due to our negligence or wilful default.

## Your Rights

We reserve the right to use your personal details for marketing purposes, but we will never pass your details to any third party for such purposes. You have the right to ask us not to process your personal data for marketing purposes.

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