

## TERMS AND CONDITIONS *Distinctive Option*

### 1. The contract between us

#### Definitions:

For the purpose of this contract the following words shall have the following meanings:

<b>“Administration Charge”</b>	The sum of £165.00
<b>“Documents”:</b>	(1) Form TP1 which includes a plan of the Plot (2) Form AP1 (2) Form ID1 (4) Return envelope (5) Guidance Sheet
<b>“Order”:</b>	An order to purchase a Tree or Trees
<b>“Plot”:</b>	A piece of land forming part of the Site
<b>“Price”</b>	The price of the Tree(s) that you order
<b>“Site”:</b>	Land at Stonehouse Road, Upwell, Norfolk belonging to us and registered at the Land Registry under Title No. NK366379
<b>“Tree”:</b>	A tree ordered by you from the selection indicated on the website
<b>“We” and “Us”</b>	The Green Balance UK Limited of Keepers Cottage, 5 Little London Road, Northwold, Thetford, Norfolk, IP26 5NQ
<b>“Recipient”</b>	Means you or (where appropriate) the person nominated by you to receive the Tree(s) and the Plot

- 1.2 We must receive payment of the whole of the price for the Tree(s) that you Order together with the Administration Charge 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.

### 2. Price and Plot

- 2.1 The price payable for the Tree that you Order is as set out in our website. There are no additional charges for delivery, planting or future care of the Tree. There is no charge for the Plot.
- 2.2 For each Tree that you Order, we will allocate an area of land of approximately 3 metres by 3 metres. The total area of land allocated in this way constitutes the Plot. We will donate the Plot to the Recipient without charge.

### 3. Right for you to cancel your contract

- 3.1 You may cancel your contract with us for the Tree(s) you Order at any time up to the

end of the seventh working day from the date you receive the acknowledgement email. You do not need to give us any reason for cancelling your contract nor will you have to pay any penalty.

3.2 To cancel your contract you must notify us in writing or by email to [admin@thegreenbalance.co.uk](mailto:admin@thegreenbalance.co.uk)

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

#### **4. Cancellation by us**

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

4.1.1 we have insufficient stock of Trees to fulfil your Order

4.1.2 we do not have any available Plots

4.1.3 one or more of the Trees 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

4.2 If we do cancel your contract we will notify you by email and will re-credit to your account any sum deducted by us from your credit card as soon as possible but in any event within 30 days of your Order. We will not be obliged to offer any additional compensation for disappointment suffered.

#### **5. Order**

5.1 Following your Order we will allocate to you a Plot of the appropriate size. The choice of Plot will be at our discretion but will be within the Site. We shall then prepare Documents to transfer the Plot to the Recipient.

5.2 Delivery of Documents will be made as soon as possible after your Order is accepted and in any event within 30 days of your Order.

5.3 The transfer of the Plot must be on our standard form. The Recipient will have a right of way over adjacent plots from the public highway and the plot will be subject to rights of way for the benefit of other plot owners and rights of access for us for the purposes of planting and maintenance.

5.4 The Recipient is responsible for registration of the transfer of the Plot at the Land Registry but we have arranged for this to be carried out by our solicitors. The Administration Charge includes the Land Registry fee. Upon the return of the correctly signed documents, our solicitors will apply to the Land Registry to register the Recipient as the owner of the Plot. The Recipient will receive from the Land

Registry Official Copies of the legal title to the Plot to confirm legal ownership.

- 5.5 On the Plot, we will plant Trees in accordance with your Order.
- 5.6 Planting will take place no later than 30 days after your Order. For orders made from April to September inclusive, we reserve the right to delay planting until the next planting season.
- 5.7 We will notify the Recipient by email that the Tree(s) has/have been planted.

## **6. Liability**

- 6.1 If the Tree(s) we plant is/are not what you ordered or is/are damaged or defective, we shall have no liability to you or the Recipient unless you notify us in writing at our contact address of the problem within 1 year of the planting of the Tree(s). As a gesture of goodwill we may replace any damaged or defective trees at any time.
- 6.2 If the Recipient does not receive Documents within 30 days of the date on which you ordered the Tree, we shall have no liability to you or the Recipient unless you notify us in writing at our contact address of the problem within 60 days of the date on which you ordered the Tree.
  - 6.2.1 If you notify a problem to us under this condition, our only obligation will be, at your option
  - 6.2.2 to send one set of replacement documents to the Recipient; or
  - 6.2.3 to refund to you the amount paid by you for the Tree(s) in whatever way we choose.
- 6.3 Save as provided by law, we will not be liable to you or the Recipient for any indirect or consequential loss, damage or expenses (including loss of profits, business or goodwill) howsoever arising out of any problem you notify to us under this condition and we shall have no liability to pay any money to you by way of compensation other than to refund to you the amount paid by you for the Tree(s) ordered by you under Clause 6.2.2 above.
- 6.4 Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you or the Recipient might have as a consumer under applicable local law or other statutory rights that may not be excluded or in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.

## **7. 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 Keepers Cottage, 5 Little London Road,

Northwold, Thetford, Norfolk, IP26 5NQ and all notices from us to you will be displayed on our website from time to time.

## **8. Events beyond our control**

We shall have no liability to you or the Recipient for any failure to deliver goods you have ordered or any delay in doing so or for any damage or defect to goods delivered that is caused by any event or circumstance beyond our reasonable control including, without limitation, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident.

## **9. Invalidity**

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

## **10. Privacy**

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

## **11. Third party rights**

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

## **12. Governing law**

The contract between us shall be governed by and interpreted in accordance with English law and the English courts shall have jurisdiction to resolve any disputes between us.

## **13. Entire Agreement**

These terms and conditions, together with our current website prices, delivery details, contact details and privacy policy, set out the whole of our agreement relating to the supply of the goods to you by us. Nothing said by any sales person on our behalf should be understood as a variation of these terms and conditions or as an authorised representation about the nature or quality of any goods offered for sale by us. Save for fraud or fraudulent misrepresentation, we shall have no liability for any such representation being untrue or misleading.