

Last updated: 17/10/2016

## **Tree Diagnostics Limited, Terms and Conditions for Use and Sales**

### **1. Our website [www.Treediagnostics.co.uk](http://www.Treediagnostics.co.uk)**

Your use of this website and any service contained within constitutes acceptance of these Terms & Conditions.

### **2. Customer Information**

2.1 You should always check that the contact information you provide is correct before creating a customer account or proceeding to payment.

2.2 You are responsible for maintaining your own username and password, where required to access your customer account. You should ensure that you store your username and password securely and that the details required to access your customer account are not provided to another party.

2.3 As a customer you are responsible for your customer account and actions taken within it. If you are aware or suspect that your customer account username and password or other details have become known to a third party, you should inform us immediately.

2.4 Our website is only intended for use by adults. Adults may purchase products for children as long as the products purchased are intended by the manufacturer for use or consumption by children.

### **3. Privacy**

Tree Diagnostics Limited takes your privacy seriously. We are registered under and comply with the Data Protection Act 1998.

### **4. Product Pricing and Title**

4.1 We make every effort to ensure that the pricing displayed on our website and provided by quotation to you is correct. However, if an error in the pricing of a product is found we reserve the right to either cancel your order or contact you to arrange payment of any extra sum due or refund any over-payment made by you (as applicable). The processing of an order can be cancelled or corrected by us at anytime up to the shipment of that order and any related items. Prices are exclusive of VAT, this will be added to all UK and EC orders (where applicable) at the current rate. We reserve the right to vary our prices in accordance with economic conditions without prior notice.

4.2 We reserve the right to alter all product pricing without notice.

4.3 Title in any products ordered from us does not pass to you, the purchaser until we have received and processed a valid payment, and that payment has been made into our own bank account and your order has been shipped.

4.4 Descriptions whilst given as a guide, in good faith, are subject to alteration by the seller without notice. In particular all weights, images and dimensions are approximate only. These may vary in accordance with manufacturers stipulation and may be subject to change.

### **5. Your Order**

5.1 When you place an order you will receive a confirmation email from us to confirm your order. Your order constitutes an offer made to us to purchase the goods specified in the order.

5.2 Special request items; Items not listed in our website or bespoke items made to order may have longer lead times. Please enquire at the time of ordering.

5.3 Deliveries made direct from suppliers; Some of our products will be delivered to you direct from suppliers, which may incur additional lead times and charges. If these charges apply you will be advised at the time of ordering. Carriage will be charged at cost.

5.4 Your offer is only accepted by us once we have emailed you to confirm the dispatch times of your order. Product availability; We are continually seeking to improve the quality and value of our goods and services. Whilst every effort is made to ensure the information given in this website and by quotation is accurate, changes do occur and goods can be modified or discontinued by the manufacturer. In this event we will advise you as soon as possible and where practicable offer as close an alternative as possible. We do reserve the right to change specifications or improve our goods. Being a distributor we may also quote for items which may not be in our catalogue.

5.5 Product items not included within the dispatch email are not included in the order, contract between you and us.

5.6 We reserve the right to delay or refuse orders where a transaction contains incomplete details or details that cannot be verified or where fraud is suspected.

5.7 If we are unable to reasonably ascertain these details or resolve these issues a full refund will be made, if by card back to the same card, if by bank transfer back to the same bank account. No other form of refund or credit will be offered nor will a refund be made to any third party card or account.

### **6. Shipping and Customs Duty**

6.1 All orders received by us are shipped subject to availability.

6.2 We reserve the right to ship products at a later date (this may be up to 4 weeks after ordering) where the product ordered is not in stock at the time of purchase you will be advised of expected manufacturer delivery times if not acceptable you will be contacted and offered a full refund (where payment has been made) instead of delivery of the product.

6.3 Hazardous goods; Items designated as Hazardous Goods are subject to specific dispatch regulations and as such will be dispatched by our designated Parcel Service.

6.4 Overseas dispatch of Hazardous Goods will be sent by our International designated Parcel Service. Please ask for a quotation at the time of ordering. Please note we cannot accept the return of Hazardous Goods.

6.5 We cannot be held responsible for disruption to shipping caused by industrial disputes or action outside our direct control. If such disruption occurs, you will be offered delivery via an alternative delivery or fulfilment company.

6.6 If you are ordering a product from outside the UK the recipient of the product is responsible for all customs duties or tariffs incurred in the country to which the products are shipped. Furthermore, your order may be subject to delay or be opened and searched by local customs authorities when entering the destination country. Please note we are unable to provide specific advice on customs duties or tariffs.

6.7 Shipping to Scottish Highlands, Ireland and UK Islands may be subject to additional delivery charges this will be advised.

6.8 Collections from our store may be subject to collection charges and prior notice is required.

6.9 If you have any questions about charges, availability or delivery procedures, you can contact us via email [info@treediagnostics.co.uk](mailto:info@treediagnostics.co.uk) or telephone on 01423 323 851

### **7. Payment**

7.1 We accept payment by credit and debit card, bank transfer. If paying by cheque, please forward this to us at Tree Diagnostics Ltd, Rivermead, Skelton Road, Langthorpe, Boroughbridge, YO51 9BZ.

7.2 If you pay by credit or debit card we will only deduct payment when we dispatch the goods to you unless via the website cart. If by cheque goods will be dispatched upon clearance of cheque and availability of goods. Otherwise we will invoice you for the goods. All invoices are payable before dispatch of goods.

7.3 If we do not receive any payment on the due date then we may delay delivery of the goods until such payment is received by us.

### **8. Ownership**

The goods will only be owned by you once we have received payment in full.

### **9. Cancellation Rights, Returns and Refunds**

9.1 Under the Consumer Protection (Distance Selling) Regulations 2000 you have a right to cancel your purchase. However, to exercise this right you must notify us in writing, (email or letter) 7 working days from the day after you receive your goods.

9.2 As stated above notification of cancellation must be in writing, a telephone call is not a valid cancellation.

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9.3 No right of cancellation, refund or return exists under the Consumer Protection (Distance Selling) Regulations 2000 once you have used your product, unless the product is defective and you are returning it for this reason.

9.4 Goods that are sealed or shrink-wrapped and this is removed can only be returned if they are defective.

9.5 No right of cancellation exists for personalised goods or goods that are intimate in their nature or goods where there may be hygiene issues, unless defective.

9.6 Please observe the following procedure for all returns to us:

9.7.1 On the back of your delivery note or on another piece of paper, (if you no longer have your delivery note), include your order number and the reason for the return.

9.8 If you are returning your product because it is defective, please state the defect or defects.

9.8.1 Repackage the product in its original packaging, including any accessories, brochures, manuals, guarantees or warranties that came with the product. Unfortunately, we will be unable to issue a refund where the product is in an incomplete state.

9.8.2 If the original packaging surrounding the product has been damaged or destroyed we will only issue a refund if the product is being returned due to a defect. If the original packaging of a defective product has been damaged or destroyed you should ensure that the returned product is adequately packed for shipment back to us.

9.8.3 You are responsible for paying any postage or shipping costs incurred when returning the product.

9.8.4 We recommend that all returns be sent by registered post, so that a record of the return is available for you.

9.8.5 We will not issue refunds for any items lost or stolen in transit to us.

9.8.6 Where a return is lost or stolen in transit to us, you should claim compensation from the company that shipped the return.

9.8.7 If you fail to return a product to us, we may make arrangements to have the product collected from you. The cost of this collection will be passed on to you.

9.8.8 Unused products may be returned promptly by customers to the address listed below:

Tree Diagnostics Limited, Rivermead, Skelton Road, Langthorpe, Boroughbridge, North Yorkshire, UK, YO51 9BZ.

9.8.9 Subject to the above, we will refund the purchase price of a returned product within thirty days of receiving written notification of your intention to return the product.

9.9 We will also refund the cost of standard or recorded postage incurred returning a product, if incorrectly sent by us or where the product has been returned due to a defect. Please note that we will not refund any courier, overnight or express element of any delivery or postage charge, including Royal Mail Special Delivery.

## **10. Customer Complaints**

We endeavour to respond to all customer complaints or queries within five working days.

## **11. Faulty Products**

Where a Customer experiences a fault with a product it can be returned to Tree Diagnostics Limited, subject to our returns policy above.

## **12. Events outside our control**

Tree Diagnostics Limited shall not be liable for delay or failure to perform any obligation under these Terms & Conditions if the delay or failure is caused by any circumstances beyond our reasonable control, including, but not limited to, acts of god, war, civil disorder or industrial dispute.

## **13. Licence**

13.1 Tree Diagnostics Limited grants you a licence to access the content, information and services contained within our website for personal use only.

13.2 This licence allows you to download and cache (using your browser) individual pages from our website.

13.3 This licence does not allow you to download and modify individual pages or substantial parts of our website nor to make our website available via an intranet, where our website or a substantial part of it is hosted locally on the intranet in question.

13.4 Our website design, layout, content or text cannot be copied, edited or otherwise manipulated without our express prior written permission.

13.5 Our website cannot be placed within the frame-set of another site.

13.6 Third parties are not allowed to "deep link" to pages within our website, without our express prior written permission. All links (unless expressly permitted by us) should be to the main index page of our website. Furthermore, the content of such links, whether graphic or text should not be misleading, false, derogatory or in any other way offensive.

13.7 The restriction on "deep linking" does not apply to affiliate partners who wish to send customers directly to a particular page or product in order to increase their affiliate sales.

## **14. Copyright**

14.1 All content, databases, graphics, buttons, icons, logos, layouts and look & feel are the copyright of Tree Diagnostics Limited unless expressly acknowledged as otherwise.

14.2 The data mining, extraction or utilisation of product information from our website is not permitted without our express prior written permission.

## **15. Reasonably Foreseeable Losses**

15.1 Tree Diagnostics Limited will be liable for any losses incurred by you due to breaches of these Terms & Conditions by us, where such losses were reasonably foreseeable at the time the contract between you and us was made.

15.2 All business, indirect or consequential losses not reasonably foreseeable at the time of the contract between you and us are excluded.

15.3 Tree Diagnostics Limited does not exclude or limit liability for death or personal injury caused by the negligence or breach of duty by us, our employees or officers.

## **16. Severability**

The foregoing paragraphs, sub-paragraphs and clauses of these Terms & Conditions shall be read and construed independently of each other. Should any part of this agreement or its paragraphs, sub-paragraphs or clauses be found invalid it shall not affect the remaining paragraphs, sub-paragraphs and clauses.

## **17. Waiver**

Failure by Tree Diagnostics Limited to enforce any accrued rights under these Terms & Conditions is not to be taken as or deemed to be a waiver of those rights unless we acknowledge the waiver in writing.

## **18. Entire Terms & Conditions**

These Terms & Conditions set out the entire agreement and understanding between you and Tree Diagnostics Limited. We reserve the right to change these Terms & Conditions at any time, without giving notice to you.

## **19. Jurisdiction**

These Terms & Conditions shall be interpreted, construed and enforced in accordance with English law and shall be subject to the exclusive jurisdiction of the English Courts.

Your statutory rights are unaffected.

Our contact details are as follows:

Tree Diagnostics Limited, Rivermead, Skelton Road, Langthorpe, Boroughbridge, North Yorkshire, YO51 9BZ