

Terms and conditions of sale of services to consumers

1 These terms

- 1.1 These are the terms and conditions on which we supply services to you.
- 1.2 Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2 Information about us and how to contact us

- 2.1 We are the Trustees of The 4th Duke of 1964 Settlement and our address is Eaton Estate Office, Eaton Park, Eccleston, Chester, Cheshire CH4 9ET. Our registered VAT number is 163 0896 55.
- 2.2 Depending upon the service that is to be provided to you, please see how you can contact us:
 - 2.2.1 **Services carried out by the Forestry and Conservation Team**
 - 2.2.1.1 telephoning the Grosvenor Estate Timberworks, on 01244 207370
 - 2.2.1.2 writing to us via email to FACT@grosvenor.com or to Grosvenor Timberworks, Hatton Heath Mill, Platts Lane, Hatton Heath, Cheshire, CH3 9AN.
- 2.3 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.
- 2.4 When we use the words “writing” or “written” in these terms, this includes emails.

3 Our contract with you

- 3.1 Our acceptance of your order will take place when we write to you to accept it or when we commence the services, whichever is earlier, at which point a contract will come into existence between you and us.
- 3.2 Where we provide you with a quotation as part of the order process, our quotation does not represent our acceptance of your order. Our quotation will be valid for 28 days after which time the quotation will expire. A contract between you and us will not come into existence until we write to you to confirm that we have accepted your order or when we commence the services, whichever is earlier.
- 3.3 If we are unable to accept your order, we will inform you of this and will not charge you for the services. This might be because of unexpected limits on our resources which we could not reasonably plan for or because we have identified an error in the price or description of the services.
- 3.4 We will 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.
- 3.5 Our website and marketing material are solely for the promotion of our services in the UK. Unfortunately, we do not accept orders from addresses outside the UK.

4 Your rights to make changes

- 4.1 If you wish to make a change to the services please contact us. 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 services, their timing 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.

5 Our rights to make changes

- 5.1 We may change the services to reflect changes in relevant laws and regulatory requirements.

6 Providing the services

- 6.1 We will use reasonable endeavours to begin the services on the date agreed with you in advance. We will contact you in advance with our estimated time of arrival. We will supply the services to until they are completed.
- 6.2 We will provide the services in accordance with all applicable laws and regulations as may be in force or use from time to time.
- 6.3 If our supply of the services is delayed (for example if we are delayed by other works overrunning their estimated completion date) 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 services you have paid for but not received.
- 6.4 If you do not allow us access to your property to perform the services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 8.2 will apply.
- 6.5 We may need certain information from you so that we can supply the services to you. If so, this will have been notified to you during the order process. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 8.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the services 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.
- 6.6 We may have to suspend the supply of a service to:
- 6.6.1 deal with technical problems or make minor technical changes;
 - 6.6.2 update the service to reflect changes in relevant laws and regulatory requirements;
 - 6.6.3 make changes to the service as requested by you or notified by us to you (see clause 5).
- 6.7 We will contact you in advance to tell you we will be suspending the services, unless the problem is urgent or an emergency. You may contact us to end the contract if we suspend the services, or tell you we are going to suspend them, in each case for a period of more than 30 days and we will refund any sums you have paid in advance for services not provided to you.
- 6.8 If you do not pay us for the services when you are supposed to (see clause 10.4) and you still do not make payment within 5 days of us reminding you that payment is due, we may suspend supply of the services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the services. We will not suspend the services where you dispute the unpaid invoice (see clause 10.7). We will not charge you for the services during the period for which they are suspended. As well as suspending the services we can also charge you interest on your overdue payments (see clause 10.6).

7 Your rights to end the contract

- 7.1 You can always end the contract before the services have been supplied and paid for. You may contact us at any time to end the contract for the services, but in some circumstances we may charge you certain sums for doing so, as described below.
- 7.2 If you are ending the contract for a reason set out at 7.2.1 to 7.2.4 below the contract will end immediately and we will refund you in full for any services which have not been provided or have not been properly provided. The relevant reasons are:
- 7.2.1 we have told you about an error in the price or description of the services you have ordered and you do not wish to proceed;
 - 7.2.2 there is a risk the services may be significantly delayed because of events outside our control;
 - 7.2.3 we suspend the services for technical reasons, or notify you that we are going to suspend them for technical reasons, in each case for a period of more than 30 days; or
 - 7.2.4 you have a legal right to end the contract because of something we have done wrong.
- 7.3 If you are not ending the contract for one of the reasons set out in clause 7.2, the contract will end immediately but we may make the following deductions depending on when you cancel the contract:
- 7.3.1 If you cancel the contract 48 hours or more before the agreed date when we are due to start the services, you will receive a refund minus the net costs we will incur as a result of your ending the contract.
 - 7.3.2 If you cancel the contract less than 48 hours before the agreed date when we are due to start the services, you will not receive a refund.

8 Our rights to end the contract

- 8.1 We may end the contract at any time by writing to you if:
- 8.1.1 you do not make any payment to us when it is due, and you still do not make payment within 5 days of us reminding you that payment is due;
 - 8.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services (see clause 6.5);
 - 8.1.3 you do not, within a reasonable time, give us access to your property to enable us to provide the services to you.
- 8.2 If we end the contract in the situations set out in clause 8.1, we may make the following deductions depending on when we end the contract:
- 8.2.1 If we end the contract 48 hours or more before the agreed date when we are due to start the services, you will receive a refund minus the net costs we will incur as a result of the contract ending.
 - 8.2.2 If we end the contract less than 48 hours before the agreed date when we are due to start the services you will not receive a refund.
- 8.3 We may write to you to let you know that we are going to stop providing the services. We will let you know in advance of our stopping the services and will refund any sums you have paid in advance for services which will not be provided.

9 If there is a problem with the services

- 9.1 If you have any questions or complaints about the services, please contact us.
- 9.2 We will provide the services in accordance with your legal rights. Nothing in these terms will affect your legal rights. The Consumer Rights Act 2015 says:
- 9.2.1 you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it;
 - 9.2.2 if you haven't agreed a price beforehand, what you're asked to pay must be reasonable;
 - 9.2.3 if you haven't agreed a time beforehand, it must be carried out within a reasonable time.

10 Price and payment

- 10.1 The price of the services (which includes VAT) will be the price we have agreed in writing or as set out in our quotation to you. Verbal discussions between you and us about the price will not be binding. We take all reasonable care to ensure that the prices of services advised to you are correct. However please see clause 10.3 for what happens if we discover an error in the price of the services you order.
- 10.2 If the rate of VAT changes between your order date and the date we provide the services, we will adjust the rate of VAT that you pay, unless you have already paid for the services in full before the change in the rate of VAT takes effect.
- 10.3 It is always possible that, despite our best efforts, some of the services we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the service'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 service's correct price at your order date is higher than the price stated, we will contact you for your instructions before we accept your order.
- 10.4 You must pay the price of the services in accordance with these terms and the payment provisions agreed by you and us in writing during the order process.
- 10.5 We accept payment with all major credit and debit cards. We may also accept payment by bank transfer or cheque. We will inform you if this is possible and provide you with the relevant information, such as our bank details, when you place your order.
- 10.6 If you do not make any payment to us by the due date (see clause 10.4) we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Royal Bank of Scotland 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.
- 10.7 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 will charge you interest on correctly invoiced sums from the original due date.

11 Our responsibility for loss or damage suffered by you

- 11.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. 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.

11.2 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 services as summarised at clause 9.2.

11.3 If we are providing services on or in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.

12 How we may use your personal information

12.1 We will only use your personal information as set out in our [Privacy Notice](#).

13 Other important terms

13.1 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.

13.2 You may only transfer your rights or your obligations under these terms to another person with our written consent.

13.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms.

13.4 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.

13.5 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 or 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 services, we can still require you to make the payment at a later date.

13.6 These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the services in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts.