



TERMS AND CONDITIONS OF TRADING

1 **GENERAL**
1.1 In these conditions

1.1.1 "the **Company**" means P.A. Turney Limited, a company incorporated in England with company number 00607154 and registered office address at Middleton Stoney, Bicester, Oxfordshire, OX25 4AB.

1.1.2 "**Consumer**" means any Customer who is a consumer pursuant to Section 2(3) Consumer Rights Act 2015 (i.e. an individual acting for purposes that are wholly or mainly outside that individual's trade, business, craft or profession).

1.1.3 "the **Contract**" means the contract between the Company and the Customer for the sale and purchase of the Goods in accordance with these Conditions.

1.1.4 "the **Customer**" means the person who purchases the Goods from the Company.

1.1.5 "**Goods**" means all equipment, articles and chattels (or any part of them) as set out in the Order and for the purposes hereof may also include services.

1.1.6 "**Order**" means the order (whether written or oral) placed by the Customer with the Company for the supply of Goods by the Company and confirmed by the Company.

1.2 Unless otherwise agreed in writing by the Company these conditions shall govern the contract between the Company and the Customer and supersede all previous correspondence conditions and agreements whatsoever and shall override any terms or conditions stipulated or referred to by the Customer at any stage even if such terms and conditions are stated to take precedence over any other conditions, or which are implied by law, trade custom, practice or course of dealing.

1.3 Unless expressly incorporated in the Company's quotation or the Order acknowledgement the Company shall not be bound by any variation waiver of or addition to these conditions except as agreed by the Company in writing.

1.4 The headings used in these conditions are for convenience only and shall not be taken into account in the legal construction thereof.

1.5 Any words following the terms **including, include, or includes** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

1.6 A reference to **writing** or **written** includes email and fax.

1.7 A reference to a **person** includes a natural person, corporate or unincorporated body.

2 **QUOTATION / ORDERS**

2.1 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these conditions. The Customer is responsible for ensuring that the terms of the Order are complete and accurate. The Order shall only be deemed to be accepted when the Company issues a written or oral acceptance of the Order, at which point the Contract shall come into existence.

2.2 A quotation by the company is valid only for the end of the period specified in that quotation or when no period has been specified for the period of three weeks from date of issue of the quotation or until withdrawn by the Company (whichever is sooner)

2.3 A quotation by the Company includes Goods specified therein only.

3 **PRICES**

3.1 The price quoted by the Company in a quotation may be varied at any time by the Company before a binding Contract has been entered into with the Customer or at any time thereafter if the prices for the Goods paid or payable by the Company are varied before delivery to the Customer.

3.2 Unless otherwise stated in the Company's quotation or agreed in writing between the Customer and the Company prices are exclusive of delivery, packing and insurance charges which shall be charged to the Customer at current rates in addition.

3.3 Prices and other charges of the Company are exclusive of value added tax or any other tax payable on the supply of the Goods, which the Customer shall additionally be liable to pay to the Company at the prevailing rate.

3.4 The Customer authorises the Company to carry out and charge for any incidental work or services and to supply such goods in addition to those described in the quotation order or terms of the Contract between the Customer and the Company.

3.5 The Customer may at any time before the delivery of the Goods amend or cancel an Order by written notice to the Company. If the Customer amends or cancels an Order, its liability to the Company shall be limited to payment of all costs reasonably incurred by the Company in fulfilling the Order up until the date of receipt of the amendment or cancellation. **Separately, solely in the event the Customer is a Consumer, the Customer may cancel an accepted Order within 14 days of the date of delivery of the Goods to the Customer, or, if the Goods constitute a service, within 14 days of the date we confirm we have accepted the Order (and before the service has been performed). The Customer shall return the Goods at their own cost and in the manner prescribed by the Company. Any refund may be reduced if the Goods are used or damaged in any way, as fair compensation for its reduced value.**

3.6 Any goods returned to the Company without the Company's consent in writing will not be accepted by the Company and will remain always at the Customer risk.

4 **DELIVERY AND DELAY**

4.1 The Company will use all reasonable endeavours to meet a delivery date but time shall not be deemed to be the essence. The Company shall not be liable for any delay in delivery for any cause outside its reasonable control or the Customer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.2 The Company will inform the Customer as soon as is reasonably possible after discovering any occurrence thought likely to cause any failure of or delay in the performance of the Contract.

4.3 If the Company shall be prevented directly or indirectly by any cause outside its control from delivering any part or parts of the Goods specified in the agreed Order the Customer shall take by way of part performance of the Contract by the Company such part or parts of the Goods as the Company shall at the time fixed for delivery be able to deliver and the Customer shall pay for the Goods so delivered that proportion of the price fixed in the contract as is applicable to the Goods so delivered provided that the Customer shall not be obliged to accept and pay for such part delivery if the nature of the transaction between the Customer and the Company is such as to render that part delivery totally valueless to the Customer.

4.4 The Company if it is responsible for the delivery of the Goods to the Customer shall deliver the Goods to the place agreed for delivery and, where no definite place of delivery has been specified or no time for collection has been agreed by the time the Goods are ready for delivery or collection, the

Company may give the Customer written notice of availability of the Goods. If the Customer fails to specify in writing a place for the delivery of the Goods or fails to collect the same within seven days of the date of the Company's notice the risk in such Goods shall immediately pass to the Customer and the Company shall be entitled but not bound to store such Goods at any available place at the expense of the Customer.

LOSS OR DAMAGE IN TRANSIT

If in the Contract with the Customer the Company is responsible for the delivery of the Goods to the Customer or from the Customer to the Company, the Company will at its option repair, replace or refund in full any Goods lost or damaged in transit through the negligent act or default of the Company if (1) in the case of delivery to the Customer the Company is given written notice of such loss or damage within three days of delivery or of the day upon which the goods would have been reasonably likely to have been delivered had they or part thereof not been lost, (2) any damage Goods or part thereof are (if requested by the Company in writing) returned carriage paid by the Customer to such place as the Company may reasonably determine, and (3) nothing in this condition shall impose liability on the Company for the repair or replacement of Goods lost or damaged in transit if the Customer is responsible for insuring the same during transit.

FREIGHT CHARGES

If included in the quotation, freight and insurance charges may be varied by the Company without any requirement to notify or obtain the consent of the Customer in accordance with the rates for such freight and insurance charges ruling at the time of dispatch and any such varied charges will be payable by the Customer. **This clause 6 shall not apply to Consumers.**

DESCRIPTION AND SPECIFICATION OF GOODS

Unless it is a condition of the agreed Order that Goods shall be of a particular description or specification the Company may deliver to the Customer in the performance of the Contract Goods of a similar description or specification provided that such substituted Goods do not materially or substantially affect performance or cost.

All specifications drawings and technical descriptions and other material or information supplied to the Customer by the Company or relating in any way to the Goods are confidential and without the Company's prior written consent no such material shall be disclosed to any third party or copied.

PAYMENT TERMS

All sums due as shown in the Company's invoice must be paid as follows: -

8.1.1 in the case of all Goods other than those referred to in condition 8.1.2 hereof, on or before delivery, and

8.1.2 in the case of Goods comprising spares or repairs, on or before the last day of the calendar month immediately following the month of the date of the invoice.

8.2 The Company reserves the right to charge interest at a rate of 4% per year above the Bank of England base rate from time to time on accounts not settled within the periods specified in clause 8.1 hereof. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with any overdue amount.

ACCEPTANCE

9.1 Goods are deemed to have been accepted by the Customer on delivery as fully complying with the Contract unless a claim for damage, shortage or non-delivery has been made in writing to the Company within 3 days after such delivery.

9.2 No Goods may be returned to the Company without the prior written agreement of the Company.

TITLE

10.1 The risk in the Goods shall pass to the Customer on completion of delivery unless otherwise agreed in writing by the parties.

10.2 The legal and equitable title to and ownership of the Goods supplied hereunder is reserved to the Company and will not pass to the Customer until:

10.2.1 the Goods have been paid for in full; and

10.2.2 all other goods that are the subject of any other contract between the Company and the Customer which at the time of payment of the full price of the Goods sold under this Contract have been delivered to the Customer but not paid for in full have been paid for in full.

10.3 Furthermore, the following shall apply:

10.4 the Customer shall hold any such Goods not paid for in full in the capacity of a fiduciary in trust for the Company;

10.5 the Customer shall be responsible for storing such Goods in such a way that they can be identified as such; and

10.6 the Customer shall not process or use in any manufacturing operation, sell, agree to sell, hire or make any other dispensation of the Goods or any part thereof until they have been paid for in full nor (without prejudice to the generality of the foregoing) pledge charge or create and other form of security over or part with possession of the Goods or any part thereof until they have been paid for in full.

WARRANTY

11.1 For Goods manufactured by the Company (excluding any components thereof not manufactured by the Company), provided that the Customer gives notice in writing to the Company, the Company will at its option repair, replace or refund the price of Goods in full in the event that they contain defects which are attributable to faulty materials or workmanship of the Company during the period of six calendar months starting from and including the date of delivery provided that no liability is accepted by the Company for installation charges or other damages that may be incurred on the Company under the Consumer Protection Act 1987 or otherwise by law.

11.2 For Goods which are not manufactured by the Company, provided that (1) the Customer gives notice in writing to the Company within a reasonable time of discovery that some or all of the Goods are defective, (2) the Company is given a reasonable opportunity of examining such Goods, and (3) the Customer (if asked to do so by the Company) returns such Goods to the Company's place of business at the Customer's cost, the Company shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

11.3 For Goods which are not manufactured by the Company the Company will also pass on to the Customer where possible any warranty given by the manufacturer thereof subject to the Customer complying with the terms of any such warranty.

11.4 The above warranties shall not apply to any Goods or part thereof rendered faulty by alteration treatment processing or interference with the Goods after delivery thereof to the Customer nor shall

Directors: M. Armstrong (Managing), P. Turney, J.A Turney

Turney Group is a trading division of P.A. Turney Limited
Registered in England N^o. 607154
Registered Office: Middleton Stoney, Bicester, Oxon, OX25 4AB

Branches at:

TURNERY AGRICULTURE

Middleton Stoney, Bicester, Oxon, OX25 4AB. Tel: 01869 343333 Fax: 01869 343540
Unit 8 Woodway, Princes Risborough, Bucks, HP27 0NN. Tel: 01844 346690 Fax: 01844 346048

TURNERY GROUND CARE & GARDEN MACHINERY

Weston-on-the-Green, Bicester, Oxon, OX25 3TJ. Tel: 01869 343292 Fax: 01869 343588

	they apply if the Company's or manufacturers trade mark or serial number has been removed defaced or altered or if the manufacturer's instructions regarding the Goods have not been fully adhered to.		(2) sent by email to accounts@turneygroup.com (for the Company), and to an address notified in writing (for the Customer).
12	LIMITATION OF LIABILITY IF THE CUSTOMER IS NOT A CONSUMER	18.2	Any notice shall be deemed to have been received:
12.1	Nothing in the Contract limits any liability which cannot legally be limited, including liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or (d) defective products under the Consumer Protection Act 1987.		(1) if delivered by hand, at the time the notice is left at the proper address;
12.2	Subject to clause 12.1, the Company's total liability to the Customer shall not exceed the value of the relevant Order. Subject to clause 12.1, the following types of loss are wholly excluded: (a) loss of profits; (b) loss of sales or business; (c) loss of agreements or contracts; (d) loss of anticipated savings; (e) loss of use or corruption of software, data or information; (f) loss of or damage to goodwill; and (g) indirect or consequential loss.	18.3	(2) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second business day after posting; or
12.3	This clause 12 shall survive termination of the Contract.		(3) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume.
13	LIMITATION OF LIABILITY IF THE CUSTOMER IS A CONSUMER (YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE)	19	LAW AND JURISDICTION APPLICABLE
13.1	The Company shall be responsible for losses the Customer suffers caused by the Company breaking this Contract unless the loss is: Unexpected. It was not obvious that it would happen and nothing the Customer said to the Company before the Order was agreed meant it should have been expected (i.e., in the law, the loss was unforeseeable). Caused by a delaying event outside the Company's control. As long as the Company has taken reasonable steps to prevent or minimise the delay. Avoidable. Something the Customer could have avoided by taking reasonable action. A business loss. It relates to the Customer's use of a Good for the purposes of a trade, business, craft or profession, in which case the provisions of clause 12 shall apply.	19.1	Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.
14	LIEN Without prejudice to any other rights hereunder the Company shall have a general lien on all equipment articles and chattels of the Customer and for all Goods the subject of the Contract in its possession or under its control for all sums due at any time from the Customer and shall be entitled to sell or dispose of such equipment articles chattels and Goods as agent for and at the expense of the Customer and apply the proceeds in or towards the payment of such sums on 28 days notice in writing to the Customer and upon accounting to the Customer for any balance remaining after disposal the Company shall be discharged from any liability whatsoever in respect of such equipment articles chattels or Goods. In case where equipment articles chattels or Goods are liable to deteriorate the Company's right to sell or dispose of the same shall arise immediately upon any sum becoming due to the Company subject only to the Company taking reasonable steps to bring to the Customer's attention its intention of selling or disposing of the same before doing so.	19.2	The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.
15	TERMINATION IF THE CUSTOMER IS NOT A CONSUMER	20	EVENTS OUTSIDE A PARTY'S CONTROL
15.1	Without limiting its other rights or remedies, the Company may terminate this Contract with immediate effect by giving written notice to the Customer if: (a) the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 10 days of that party being notified in writing to do so; (b) the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; (c) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or (d) the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.	20.1	Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from an event outside the reasonable control of a party. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 3 months, the party not affected may terminate the Contract by giving 10 days' written notice to the affected party.
15.2	Without limiting its other rights or remedies, the Company may suspend provision of the Goods under the Contract or any other contract between the Customer and the Company if the Customer becomes subject to any of the events listed in clause 15.1(a) – 15.1(d), or the Company reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.	21	ASSIGNMENT
15.3	Without limiting its other rights or remedies, the Company may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.	21.1	The Company may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract. The Customer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Company.
15.4	On termination of the Contract for any reason the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Customer immediately on receipt.	21.2	
15.5	Without prejudice to any other rights it may have hereunder or by law, in the event the Customer fails to make due payment in full for all Goods supplied to the Customer by the Company, then: (a) the Company shall become immediately entitled to recover possession of any Goods supplied to the Customer under that Contract unless at that date have been paid for in full; (b) any right of the Customer to use sell or otherwise dispose of the Goods shall immediately cease without the need for the Company to give notice; and (c) the Customer shall immediately place any Goods supplied to it by the Company at the disposal of the Company and hereby irrevocably licenses the Company or its servants or agents together with any requisite transport to enter upon all or any premises of the Customer and to take such steps as may reasonably be necessary to locate and remove therefrom all or any of the Goods.	22	ENTIRE AGREEMENT
15.6	Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.	22.1	The Contract constitutes the entire agreement between the parties. Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
15.7	Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.	23	VARIATION
16	TERMINATION IF THE CUSTOMER IS A CONSUMER (YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE)	23.1	No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
16.1	The Company can end the Contract with the Customer and claim any compensation due to the Company if:	24	SEVERANCE
16.2	The Customer fails to make any payment to the Company when due and still fails to make payment within 30 days of the Company reminding the Customer that payment is due; or	24.1	If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended result of the original provision.
16.3	The Customer fails within a reasonable time of being requested, provide the Company with information or cooperation needed to provide the Goods.	25	THIRD PARTY RIGHTS
17	FORBEARANCE	25.1	The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
17.1	A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.		
18	NOTICES		
18.1	Any notice given to a party under or in connection with the Contract shall be in writing and shall be: (1) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or		

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Directors: M. Armstrong (Managing), P. Turney, J.A Turney

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Registered in England N^o. 607154
Registered Office: Middleton Stoney, Bicester, Oxon, OX25 4AB

Branches at:
TURNEY AGRICULTURE
Middleton Stoney, Bicester, Oxon, OX25 4AB. Tel: 01869 343333 Fax: 01869 343540
Unit 8 Woodway, Princes Risborough, Bucks, HP27 0NN. Tel: 01844 346690 Fax: 01844 346048
TURNEY GROUND CARE & GARDEN MACHINERY
Weston-on-the-Green, Bicester, Oxon, OX25 3TJ. Tel: 01869 343292 Fax: 01869 343583