

# Introduction

This website, [www.shedloadofgreens.co.uk](http://www.shedloadofgreens.co.uk) (from here on referred to as the “website”) is owned and operated by Shedload of Greens Limited (from here on referred to as “us”, “we”, or “our”).

These Terms and Conditions apply to all users of the website, including customers, vendors, merchants, and/or content contributors. Please read these Terms and Conditions carefully before using our website. By visiting, browsing or using our website, or by purchasing any goods from us, you agree to all Terms and Conditions laid out in this document. If you disagree with any part of these Terms and Conditions, please do not use our website or make use of our services.

We reserve the right to make amendments to these Terms and Conditions at any time. It is recommended that you consult the Terms and Conditions when you visit our website to familiarise yourself with any changes. Your continued use of the website following the posting of any changes constitutes acceptance of those changes.

Last updated: 10 March 2025

## General Conditions

These Terms and Conditions, our website and our products are directed to people residing in the United Kingdom. We reserve the right, but are not obligated, to refuse or limit the sales of our products to any person or geographic region for any reason at any time. We may exercise this right on a case-by-case basis. We also reserve the right to limit the quantities of any products that we offer.

The headings used in this document are for convenience only and will not limit or otherwise affect these Terms and Conditions.

These Terms and Conditions should be read in conjunction with our Privacy Notice and Cookie Policy.

## Website Terms of Use

The content and information published on this website is for general information purposes only and is subject to change without notice. Whilst we endeavour to keep the content up-to-date and accurate, neither we nor any third parties provide any warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information, products, services, or related graphics contained on the website for any purpose.

You acknowledge that such content and information may contain inaccuracies or errors therefore any reliance you place on it is strictly at your own risk, for which we shall not be held liable. It is your responsibility to ensure that any products, services or information available through this website meet your specific requirements. In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this website.

We endeavour to keep the website operational and available at all times, however we cannot guarantee that the service will be uninterrupted, timely or error-free. We take no responsibility and will not be liable if the website is temporarily unavailable due to technical issues beyond our control.

This website uses cookies for session, performance, analytics and security purposes. Please refer to our Cookie Policy for further information.

## Intellectual Property Rights

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Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.

## Product Availability

Available products and descriptions are subject to change at any time without notice, at our sole discretion. We reserve the right to discontinue any product at any time.

Whilst we have made every effort to display accurate images of our products on our website, we cannot guarantee that the size, colour or appearance will be an exact match to the product you receive, due to the nature of the product being a living plant and not a manufactured item. Please be aware that your device's settings (e.g., your computer monitor) may also distort the colour of the images that you see on our website.

Orders will be processed as soon as possible during business hours as published on our website. On rare occasions, we may have a crop failure or items may be temporarily out of stock. In these circumstances, we will notify you as soon as possible and provide the next available date upon which your order can be fulfilled. If this is not suitable for you, you may choose to change or cancel your order. If a product is unavailable, we will not provide substitutions without your agreement.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the service will be corrected.

## Product Pricing

The price of any products will be as quoted on our website, except in cases of obvious error. Punnets are priced by weight. Punnet weights and prices are subject to change at any time and without notice, but changes will not affect orders which we have already been confirmed. Prices do not include VAT as we are not VAT registered. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of any products.

## Payments

Payment is due upon delivery or collection. All payments are in British Pounds (GBP) only. For individual customers, we currently accept payment by cash or debit/credit card. For business customers, we currently accept payment by cash, debit/credit card and online bank transfer. Payment by cheque or online payment services (e.g., PayPal) are not accepted at this time. Invoices or receipts are provided to business customers by default, and to individual customers upon request.

## Deliveries

Deliveries are only available within a 5-mile radius of Bracknell, Berkshire in the United Kingdom, excluding PO Box addresses. Deliveries are free of charge, but are only available for orders over a prescribed spending threshold. Any customers outside of these parameters are welcome to purchase products from us, but these must be collected as delivery or courier options are not currently available. The delivery radius, prescribed spending thresholds, and delivery methods are subject to change at any time, at our sole discretion and without prior notice. Delivery information is kept up-to-date on our website.

The actual delivery date may vary depending on the day or time you place an order, stock availability, the location of the delivery address, or other circumstances which may impact delivery. You will not hold us responsible for any delays to your delivery that have occurred due to circumstances outside our control.

If you change your address, you must ensure you update your address details with us before confirming an order. Any extra delivery information must be stated when you place your order, e.g., a designated safe drop off point. We accept no responsibility for loss or damage to parcels that have been left in your designated safe place or if you have provided an incorrect delivery address. If you are not at home when your parcel is being delivered and you have not specified a safe place to leave the parcel, we will notify you via text or email and you will be required to collect your order. Collection instructions will be included in your text or email notification. We do not offer delivery redirection or reattempt services.

## Cancellation Policy

Once your order has been accepted and confirmed, you have entered into a contract to buy the product(s) from us. You may cancel an order without any penalties until the day of delivery or collection.

We reserve the right to terminate or restrict your use of our service, for any or no reason. If we terminate your use of our service as a result of a breach of any obligation under these Terms and Conditions, such termination would be immediate and could be without notice.

## Return & Refund Policy

If you are unhappy with any products you have purchased from us, please contact us prior to the product's Best Before date. We may ask for photographic evidence of any product quality issues and we retain the right to request that any such products are returned to us for inspection. If agreed, a full refund or replacement will be given for the returned products. This does not affect your legal rights.

If you change your mind after you have purchased the product, no refund or replacement will be given.

## Feedback & Suggestions

If you submit to us any requests, suggestions, ideas, comments or proposals (collectively referred to as "feedback"), at our request or at your own discretion, whether online, via email, text, post, telephone or social media, you agree that we may edit, copy, publish or otherwise use such feedback at any time and without restriction. We shall be under no obligation to hold such feedback in confidence, pay any compensation for such feedback, respond to such feedback submissions, or make use of any such feedback.

## Cyber Security

Whilst we take every effort to ensure our website is safe to use, we do not guarantee that it will be secure or free from bugs or viruses. You are responsible for your own cyber security measures including antivirus software on any devices you use to access our website. You must not misuse our website by knowingly introducing viruses, trojans, worms, bugs or any other material that is malicious or harmful. You must not attempt to gain unauthorised access to our website, the server on which our website is stored or any server, computer or database connected to our website. If you breach this provision, you will be committing a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our website will cease immediately.

## Indemnification

You agree to indemnify, defend and hold harmless Shedload of Greens Limited and our subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms and Conditions or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

## Severability

If any of these terms, conditions or provisions of contract are determined by any competent authority to be unlawful, invalid, void or unenforceable to any extent, such term, condition, provision or portion of such will to that extent only be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

## Suspension

We will not be liable or responsible for any failure or delay in performance or to meet any of our obligations under a contract that is impacted by events outside our reasonable control (a Force Majeure Event).

A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes (but is not limited to):

- Strike or other industrial actions
- Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (declared or not) or threat or preparation for war
- Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster
- Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport
- Impossibility of the use of public or private telecommunications networks
- The acts, decrees, legislation, regulations or restrictions of any government

Our performance under any contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the contract may be performed despite the Force Majeure Event.

## Termination

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes. These Terms and Conditions are effective unless terminated by either you or us. You may terminate these Terms and Conditions at any time by notifying us that you no longer wish to use our services, or when you stop using our website. If in our sole judgment you fail, or we suspect that you have failed, to comply with any term, condition or provision, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination.

## Entire Agreement

These Terms and Conditions and all other documents, policies and notices expressly referred to in them represent the entire agreement between us in relation to the subject matter of any contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing. The failure of us to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision. Any ambiguities in the interpretation of these Terms and Conditions shall not be construed against the drafting party.

## Governing Laws & Jurisdictions

These Terms and Conditions, your use of this website and any dispute arising out of such use are governed in accordance with the laws of England & Wales. Any separate agreements or contracts relating to the purchasing of our products or services are governed in accordance with the laws of England. Only persons aged eighteen years or over may agree to these terms and use the website or the services offered through the website. These Terms and Conditions do not affect your statutory rights.

## Third Party Websites

Our websites may contain links to other websites not owned or operated by us. Such links are provided for your convenience to provide further information. Our Terms and Conditions do not apply to any third-party website even if you access the link from our website. We are not responsible for the content, information, availability, reliability or security of those websites. The inclusion of these website links on our website does not constitute or imply a recommendation or endorsement of the views expressed on those websites or by their organisations. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please carefully review the third-party's policies and practices to make sure you understand them before you engage in any transaction with them. Complaints, claims, concerns, or questions regarding third-party services or products should be directed to the third-party.

## Questions and Further Information

If you have any questions or require any further information about our Terms and Conditions, please contact us at [hello@shedloadofgreens.co.uk](mailto:hello@shedloadofgreens.co.uk).