

Terms and Conditions

Please read all of these Terms and Conditions.

As we can accept your order and make a legally enforceable agreement without further reference to you, you must read these Terms and Conditions to make sure that they contain all that you want and nothing that you are not happy with. If you are not sure about anything, please phone us on 01225 891158.

Application

1. These terms and conditions will apply to the purchase of the goods by you (the **Consumer** or **you**). We are Four Ashes Machinery Ltd., a company registered in England and Wales under number 9811885 whose registered office is at Four Ashes, Ashwicke Road, Ashwicke, Chippenham, Wiltshire, SN14 8AD with email address contact@four-ashes.com, telephone number 0044 1225 891158... (the **Supplier** or **us** or **we**).
2. These are the Terms on which we sell all Goods to you. By ordering any of the goods, you agree to be bound by these terms and Conditions.

Goods

1. The description of the goods is as set out on our website, brochure, or other form of advertisement. Any description is for illustrative purposes only and there may be small discrepancies in colour, size or any changes we may carry out.

Basis of Sale

1. The description of the Goods in our website, catalogues, brochures or other form of advertisement does not constitute a contractual offer to sell the Goods.
2. When an Order has been made, we can reject it for any reason, although we will try to tell you the reason without delay.
3. A Contract will be formed for the Goods ordered, only upon the Supplier's written acceptance of the Order or if earlier, the Supplier's delivery of the Goods to the Customer.
4. Any quotation is valid for a maximum period of 14 days from its date, unless we expressly withdraw it at an earlier time.
5. No variation of the Contract, whether about the description of the Goods, price or otherwise, can be made after it has been entered into unless the variation is agreed by the Customer and the Supplier in writing.

Price and payment

1. The price of the goods and any additional delivery or other charges for the goods, and the total price of them and the charges, is that set out in our price list current at the date we accepted the order or such other price as we may agree in writing.
2. Prices and charges listed are Ex- Vat & Vat will be added at the rate applicable at the time of the order.
3. Payment for goods must be made at least one day in advance of delivery. You must pay in cash, bank transfer, or by submitting your credit or debit card details with your order and we can take payment immediately or otherwise before delivery of the goods.
4. Privacy policy - we do not store credit card details nor do we share customer details with any third parties.

Delivery

The goods will be delivered to the delivery location by the time or within the period agreed or failing any agreement, without undue delay and, in any event, not more than 30 days after the day on which the contract is entered into, unless an alternative time frame is agreed between the parties.

In any case, regardless of events beyond our control, if we do not deliver the goods on time (as agreed) or fail to deliver, you can treat the contract at an end. In addition, if we have refused to deliver the goods, or if delivery on time is essential, taking into account all the relevant circumstances at the time the contract was made, or if you told us before the contract was made that delivery on time was essential, or after we have failed to deliver on time, you have specified a later period which is appropriate to the circumstances and we have not delivered within that period.

If you treat the contract at an end, we will (in addition to other remedies) promptly return all payments made under the contract. We do not generally deliver to addresses outside England and Wales, Scotland, & Northern Ireland. If, however, we accept an order for delivery outside that area, you may need to pay import duties or other taxes, as we will not be responsible for these costs.

You agree we may deliver the goods in instalments if we suffer a shortage of stock or other genuine and fair reason, subject to the above provisions and provided you are not liable for extra charges.

If you or your nominee fail, through no fault of ours, to take delivery of the goods at the delivery location, we may charge the reasonable costs of storing and redelivering them.

The goods will become your responsibility from the completion of delivery or customer collection. You must, if reasonably practicable, examine the goods before accepting them.

Risk and title

1. Risk of damage to, or loss of, the goods, will pass to you when the goods are delivered to you.
2. You do not own the goods until we have received payment in full. If full payment is overdue or a step occurs towards your bankruptcy, we can choose, by notice, to cancel any delivery and end any right to use the goods, still owned by you, in which case you must return them or allow us to collect them.

Withdrawal

1. You can withdraw the order by telling us before the Contract is made, if you simply wish to change your mind, and without giving us a reason, and without incurring any liability.

Conformity & Guarantee

1. We have a legal duty to supply the Goods in conformity with the Contract, and will not have conformed if it does not meet the following obligation.
2. Upon delivery, the Goods will:
 - a. be of satisfactory quality
 - b. be reasonably fit for any particular purpose for which you buy the Goods, which before the Contract is made, you made known to us (unless you do not actually rely, or it is unreasonable for you to rely, on our skill and judgement) and be fit for any purpose held out by us or set out in the Contract; and
 - c. conform to their description.

It is not a failure to conform if the failure has its origin in your materials.

We will immediately, or within a reasonable time, give you the benefit of the free guarantee given by the manufacturer of the Goods. This is detailed below & includes parts & engine warranty.

This guarantee will take effect at the time the Goods are delivered, and will not reduce your legal rights. The warranty is for parts only (hydraulic & mechanical) & is for 12 months or 1000 hours if equipped with an hour clock. There are no labour or fitting costs included in the guarantee. It is expected that the machine will have been used correctly for the guarantee to apply & a maintenance schedule will have been carried out as per the operations manual.

The Kohler engine carries a 3 year manufacturer's warranty.

Refund/Cancellation

If within 14 days of delivery, the Customer is not entirely satisfied with the product, we will accept a return & provide a full refund. Return shall be at the Customers expense & the machine must be in a suitable condition for return.

We reserve the right to charge a re-stocking fee of up to 25% of the total value of the invoice.

Circumstances beyond the control of either party

In the event of any failure by the party because of something beyond its reasonable control:

- a. The party will advise the other party as soon as reasonably practicable; and
- b. The party's obligations will be suspended so far as is reasonable, provided that that party will act reasonably, and the party will not be liable for any failure which it could not reasonably avoid, but this will not affect the customer's above rights relating to delivery.

Excluding Liability

The Supplier does not exclude liability for any fraudulent act or omission, or for death or personal injury caused by negligence or breach of the Supplier's other legal obligations.

Subject to this, the Supplier is not liable for loss which was not reasonably foreseeable to both parties at the time when the Contract was made, or loss (eg: loss of profit) to the Customer's business, trade, craft or profession which would not be suffered by a Consumer because the Supplier believes the Customer is not buying the Goods wholly or mainly for its business, trade, craft or profession.

Governing law, jurisdiction and complaints

The Contract is governed by the law of England and Wales.

Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the Customer lives in Scotland or N.Ireland, in the courts of respectively Scotland or N.Ireland.

We try to avoid any dispute, so we deal with complaints as follows. If a dispute occurs customers should contact us directly. We will aim to respond with an appropriate solution within 2 days.