



o u t t h e r e t r e e s l t d

Out There Trees Ltd. Cancellation Policy

1. Cancellation Information:

- 1.1. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing, when you decide to end the contract and whether you are a consumer or business customer:
 - 1.1.1. If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get the product replaced or a service re-performed or to get some or all of your money back);
 - 1.1.2. If you want to end the contract because of something we have done or have told you we are going to do;
 - 1.1.3. If you are a consumer and have just changed your mind about the product, you may be able to get a refund for some products if you are within the cooling-off period, but this may be subject to deductions;
- 1.2. Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at 1.2.1 to 1.2.3 below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:
 - 1.2.1. we have told you about an upcoming change to the product or these terms which you do not agree to;
 - 1.2.2. we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed; or
 - 1.2.3. there is a risk that supply of the products may be significantly delayed for more than 14 days because of events outside our control.
- 1.3. In line with Consumer Contracts Regulations of 2013, and subject to clause 1.4 below, if you are a consumer then for most products bought online you have a legal right to change your mind within 14 days and receive a refund.
- 1.4. When consumers do not have a right to change their minds:
 - 1.4.1. bespoke items;
 - 1.4.2. special orders;
 - 1.4.3. any opened packaging (unless clause 9.2 applies);
 - 1.4.4. services (labour), once these have been completed, even if the cancellation period is still running; or
 - 1.4.5. any products which become mixed inseparably with other items after their delivery, including products planted in soil or compost or plants pruned into location.
- 1.5. If you are a consumer how long you have to change your mind depends on what you have ordered and how it is delivered.
 - 1.5.1. If you have bought services/labour you have 14 days after the day we email you to confirm we accept your order to cancel. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.
 - 1.5.2. If you have bought goods such as plants you have 14 days after the day you (or someone you nominate) receives the goods, so long as clause 1.4 does not apply.
- 1.6. Cancellation of work within 24 hours of the scheduled works may result in a fee of up to 100% of the quoted price above if the work is cancelled outside of the 14 day cooling-off period.