Oxford Planters Limited Terms & Conditions of Sale

Consolidated draft for legal review | 27 November 2026

Oxford Planters Limited
Registered in England No. 05269051
VAT Registration No. 860835609
Unit A4/A5 Heath Farm, Swerford, Chipping Norton, Oxfordshire OX7 4BN

These Terms & Conditions apply to goods and services supplied by Oxford Planters Limited ("Oxford Planters", "we", "us" or "our").

"Customer" means the company, firm, body or individual purchasing Goods or services from Oxford Planters.

"Goods" means any planter, furniture, gate, obelisk, outdoor joinery or other item supplied by Oxford Planters, whether one or more items and whether from one of our established designs or individually commissioned.

Nothing within these Terms & Conditions affects a consumer's statutory rights.

1. Orders, Quotations and the Contract

1.1

All quotations are based upon the information available to us at the time and remain valid for the period stated within the quotation.

1.2

As our work is made individually to order, dimensions, timber, finishes, colours, detailing and other specifications will be those confirmed within the quotation, drawings or subsequent written correspondence forming part of the order.

1.3

A binding contract arises when an order agreed with the Customer is accepted by Oxford Planters in writing or by conduct demonstrating acceptance, including supply, delivery or

agreed collection of the Goods. Where a deposit is required, we may defer commencement until it is received. These Terms must be made available before the contract is concluded.

1.4

Any alteration requested by the Customer after an order has been confirmed may result in additional costs and/or an alteration to the anticipated completion date. Changes must be agreed in writing.

1.5

The Customer is responsible for ensuring that measurements, drawings, specifications, access information and other information supplied by them or on their behalf are complete and accurate.

Where Oxford Planters has undertaken a site survey specifically to establish measurements or site conditions, we will be responsible for the information obtained during that survey to the extent stated within our quotation or survey agreement.

1.6

Unless expressly stated otherwise, drawings, illustrations, photographs, samples and dimensions are intended to describe the general appearance and specification of the Goods. Individually made pieces and natural materials will inevitably display reasonable variations.

1.7

Quotations may be withdrawn before acceptance, subject to any binding commitment. Customer purchasing terms do not apply unless expressly accepted by Oxford Planters in writing. Any conflict between contractual documents must be resolved by reference to the expressly agreed commission-specific terms, followed by these Terms & Conditions, subject to applicable law.

1.8

The Customer is responsible for reasonable additional costs caused by inaccurate information or requested changes, where agreed in writing. Where we follow a Customer's design or

specification, we are not responsible for defects attributable solely to that design or specification, without limiting our duty to exercise reasonable care and skill or any statutory obligation.

1.9

Where a designer or agent places an order, the contracting party and responsibility for payment must be identified before acceptance. An agent acting for a disclosed principal is not personally liable unless separately agreed or required by law.

2. Bespoke and Made-to-Order Goods

2.1

Oxford Planters specialises in bespoke and individually made outdoor joinery. Our Goods are made specifically to order and may incorporate dimensions, timber, finish, colour, detailing or other requirements selected or approved by the Customer.

2.2

Goods made to the consumer's specifications or clearly personalised are generally exempt from the statutory cancellation right for distance and off-premises contracts. Making Goods to order alone does not necessarily establish that exemption. Where a statutory cancellation right applies, Oxford Planters will provide the required information and honour that right. Business customers have no change-of-mind cancellation right unless agreed.

2.3

Where the Customer requests cancellation after an order has been confirmed, Oxford Planters will take into account the stage reached by the commission, materials already ordered or committed, work already undertaken and other reasonable losses arising from the cancellation.

Where permitted by law, Oxford Planters may retain from payments already received an amount reasonably reflecting those costs and losses.

Where Oxford Planters' reasonable costs and losses exceed sums already paid, the Customer may be responsible for the additional amount where this is permitted by law.

Any balance which the Customer is legally entitled to have returned will be refunded.

2.4

Because many materials, components and dimensions are ordered specifically for an individual commission, their value to Oxford Planters following cancellation may be substantially reduced or, in some circumstances, they may have no reasonable alternative use.

This will be taken into account when assessing the reasonable costs and losses arising from a cancellation.

2.5

Where a Customer requests a change to an order after materials have been ordered or work has commenced, additional costs and an amended completion date may apply. No change will take effect until accepted by Oxford Planters in writing.

2.6

Where the Customer believes that Goods are defective or do not conform to the agreed specification, Oxford Planters must be given a reasonable opportunity to inspect the Goods and, where appropriate and permitted by law, to remedy the issue.

Where an issue is capable of being satisfactorily remedied, our usual approach is to repair or correct the Goods rather than replace an individually made piece unnecessarily.

2.7

Nothing within these Terms & Conditions excludes or restricts a consumer's statutory rights, including any right to repair, replacement, price reduction or rejection which applies by law.

2.8

Where Oxford Planters voluntarily agrees to accept a return of correctly supplied Goods, reasonable transport, handling and restocking charges may be agreed in advance, except where the Customer is legally entitled to a return without such charges. Separate services remain subject to applicable statutory cancellation rights.

3. Prices and VAT

3.1

Prices are as stated in our written quotation or order confirmation.

3.2

Business quotations exclude VAT unless stated otherwise. Consumer quotations state the total price including VAT and mandatory charges, or the basis of calculation where a charge cannot reasonably be calculated in advance. Delivery, installation, specialist lifting and export costs will be identified where applicable.

3.3

For exports, the Customer is responsible for duties, taxes, customs clearance and other charges imposed in the destination country unless expressly agreed otherwise in writing.

3.4

The agreed price will not be increased after contract formation for additional material or other costs unless the Customer agrees to the adjustment in writing in advance.

4. Payment

4.1

Unless otherwise agreed in writing, our payment terms for made-to-order Goods are a 50% deposit upon confirmation of the order, with the remaining balance payable prior to or upon delivery or collection as agreed in the quotation or order confirmation.

4.2

Where installation, positioning or other site work is invoiced separately, payment will be due in accordance with the agreed contractual payment terms.

4.3

We may require full payment before delivery or collection where this has been agreed before contract formation or subsequently agreed in writing.

4.4 Business Customers: Late Payment

Where the Customer is acting in the course of a business, trade or profession, overdue sums will carry interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 and associated legislation.

Where applicable, statutory interest will be charged at **8% per annum above the Bank of England base rate** applicable for the relevant period, together with any statutory fixed compensation and reasonable recovery costs to which Oxford Planters Limited is entitled.

4.5 Private Customers

The statutory commercial late-payment provisions set out above apply to business customers only and do not apply to private customers purchasing Goods for personal use.

For both business and private Customers, where payment is contractually due before delivery or collection, Oxford Planters may withhold delivery or collection until the sums due have been received in cleared funds, subject to applicable law and the Customer's statutory rights.

4.6 Delayed Invoicing and Non-Waiver of Payment

Any delay, omission or administrative error in the issuing or receipt of an invoice prior to or following delivery, collection or completion of services shall not, in itself, constitute a waiver of Oxford Planters' right to payment or release the Customer from their contractual obligation to pay the agreed price.

Oxford Planters reserves the right to issue an invoice subsequently for any outstanding sums properly due under the contract, subject to applicable law. The Customer shall be required to

settle such sums in accordance with the applicable payment terms, allowing a reasonable period for payment following receipt of the invoice where necessary.

Nothing within this clause affects the Customer's statutory rights.

4.7 Right to Recover Payment

Subject to applicable law, Oxford Planters may recover sums properly due under the contract, including an action for the price of Goods where legally available, notwithstanding that ownership has not passed to the Customer.

4.8 Business Credit and Payment Default

Credit is available only by individual written agreement. Oxford Planters may reduce or withdraw credit for future orders and refuse further orders exceeding an agreed credit limit. Where a business Customer fails to pay an undisputed sum when due, Oxford Planters may, following reasonable written notice and opportunity to remedy, suspend affected work or deliveries and, for material unremedied default, terminate affected orders and recover reasonable losses permitted by law. Any acceleration of other outstanding invoices must be expressly agreed in the relevant credit arrangement. These rights are subject to applicable insolvency legislation.

4.9 Invoice Queries

Customers should notify Oxford Planters promptly of any invoice discrepancy, preferably within seven days of receipt. Failure to notify within that period does not extinguish a valid dispute or statutory right. Undisputed sums remain payable in accordance with the contract. Any conditional early-payment discount may be withdrawn if its expressly agreed conditions are not met.

5. Lead Times and Completion

5.1

Any lead time or anticipated completion, collection or delivery date given by Oxford Planters is an estimate unless expressly agreed otherwise in writing or required by law.

5.2

As our Goods are individually made, completion may occasionally be affected by circumstances beyond our reasonable control, including timber availability, specialist components, finishing conditions, transport disruption or other unforeseen circumstances.

5.3

Where a delay occurs, we will endeavour to keep the Customer reasonably informed.

5.4

For business Customers, time shall not be of the essence unless expressly agreed in writing or otherwise required by law. Nothing in this section limits a consumer's statutory delivery rights.

5.5

A delay in completion or delivery does not, in itself, release the Customer from payment obligations for Goods or services properly supplied, without restricting any lawful right to withhold payment, terminate or seek a remedy.

6. Delivery, Access and Unloading

6.1

Delivery arrangements and charges will be as stated within the quotation or subsequently agreed in writing.

6.2

The Customer must provide accurate information regarding access to the delivery location, including any restrictions which may affect the delivery vehicle, unloading or movement of the Goods.

6.3

Unless otherwise agreed in writing, suitable assistance must be available at the delivery address to assist with unloading where required.

If assistance will not be available, Oxford Planters must be informed before the order is confirmed so that alternative arrangements and any associated costs can be considered.

6.4

Our driver may refuse to take a vehicle, Goods or equipment onto ground which they reasonably consider unsafe or unsuitable.

6.5

Where specialist lifting, mechanical handling or additional labour is required, this must be agreed in advance and may incur an additional charge.

6.6

Risk passes upon delivery or agreed collection. For consumers, risk passes only in accordance with applicable law, including when the consumer or their nominated recipient takes physical possession, subject to the statutory exception for independently commissioned carriers.

6.7

Where the Customer cannot accept delivery or collection when Goods are ready, Oxford Planters may arrange suitable storage. Following an agreed grace period confirmed in writing, reasonable storage, handling and insurance costs may be charged. Risk remains governed by clause 6.6 and applicable law.

6.8

Where delivery or collection fails or is delayed because of inaccurate access information, unavailable agreed assistance or other circumstances attributable to the Customer, reasonable and evidenced additional transport, waiting, handling and redelivery costs may be recovered where permitted by law. We will take reasonable steps to minimise such costs.

6.9

Where unloading is undertaken by the Customer or their appointed contractor, they must arrange competent personnel and suitable equipment. The Customer is responsible for damage caused by their own or their contractor's breach or negligence, including damage to Goods, vehicles or equipment arising from unsafe access, to the extent permitted by law. Nothing transfers Oxford Planters' own safety duties or liability for its negligence.

7. Inspection and Issues Following Delivery

7.1

Customers should inspect the Goods as soon as reasonably practicable following delivery.

7.2

Any apparent transit damage, discrepancy or other concern should be notified to Oxford Planters promptly, together with photographs where reasonably possible, so that the matter can be investigated.

7.3

Where an issue is reported, the Customer must provide Oxford Planters with a reasonable opportunity to inspect the Goods and establish the nature and cause of the issue before unauthorised remedial work or alteration is undertaken.

7.4

Where Oxford Planters accepts that an issue is our responsibility and the issue is capable of being remedied, we will arrange an appropriate repair or correction within a reasonable period and without significant inconvenience to a consumer, where required by law.

7.5

The fact that Goods are bespoke or individually made does not affect a consumer's statutory rights where Goods are faulty, not as described or otherwise fail to conform to the contract.

Nothing within this section limits any remedy, including a right to reject or receive a refund, where that remedy applies by law.

7.6

Customers should report non-delivery promptly and cooperate with reasonable carrier notification requirements where applicable. Business Customers should notify apparent transit damage within seven days and non-delivery within 21 days where reasonably practicable. These periods do not remove statutory rights or automatically bar valid claims.

7.7

Each party must take reasonable steps to mitigate losses arising from a breach or defect, without requiring the Customer to undertake unsafe or unauthorised repairs.

8. Natural Timber

8.1

Timber is a natural material. Variation in grain, texture and colour is expected and forms part of the individual character of the Goods.

8.2

Timber used externally will naturally respond to changes in moisture, temperature, sunlight and weather conditions. Movement, checking, minor surface cracking, grain variation, weathering and colour change may therefore occur during the life of the Goods.

8.3

These natural characteristics do not, in themselves, constitute structural defects.

8.4

Oak contains naturally occurring tannins which may leach from the timber, particularly during its early life, and may mark adjacent porous or pale surfaces. Appropriate consideration should therefore be given to the positioning of Oak Goods.

8.5

Natural weathering and deterioration of timber arising through normal external exposure are not covered by the structural guarantee where they do not constitute a structural failure covered by that guarantee.

9. Painted and Decorative Finishes

9.1

Painted Goods are prepared and spray finished by Oxford Planters using a coating system appropriate to the timber and intended exterior application and applied to the appropriate coating specification.

9.2

Paint and other decorative finishes are not included within the 15 Year Structural Guarantee.

9.3

The longevity of an external finish will vary according to colour, orientation, exposure, location, environmental conditions, cleaning and maintenance.

9.4

Painted surfaces must therefore be inspected and maintained as required during the life of the Goods. Recoating should be undertaken when necessary to preserve the appearance and protection of the timber.

9.5

Failure of a decorative finish does not in itself constitute structural failure of the Goods.

9.6

The exclusion of paintwork and decorative finishes from the 15 Year Structural Guarantee does not affect the Customer's statutory rights where a finish was defective when supplied, incorrectly applied or otherwise failed to conform to the contract.

Where deterioration of a protective finish is left unaddressed and causes or materially contributes to structural damage, the resulting damage may fall outside the structural guarantee, subject to applicable statutory rights.

10. Oxford Planters 15 Year Structural Guarantee

10.1 Every Oxford Planter ordered on or after 6 October 2026 is covered by our 15 Year Structural Guarantee, commencing from the date of delivery or agreed collection.

The guarantee also applies to eligible garden benches, obelisks, trellis, gates, doors, outdoor storage and other structural outdoor joinery ordered on or after 6 November 2026, commencing from the date of delivery or agreed collection.

10.2 The guarantee covers qualifying defects in the principal structural timber components and joinery that cause structural failure during normal and intended use, subject to these Terms & Conditions.

10.3 This is Oxford Planters' guarantee on the finished structural joinery, separate from any durability warranty provided by a timber or component supplier.

10.4 The guarantee applies where the Goods have been appropriately installed, positioned, used and maintained in accordance with the relevant instructions and Product Care & Maintenance Guide.

Failure to follow an individual maintenance recommendation does not automatically invalidate the entire guarantee. Where inadequate maintenance, incorrect installation or misuse has caused or materially contributed to the reported failure, the resulting damage may fall outside the guarantee.

10.5 The guarantee is provided to the original purchaser and does not automatically transfer upon the sale or transfer of the Goods or property. Oxford Planters may agree to transfer the remaining guarantee period, subject to reasonable information or inspection requirements and written confirmation.

10.6 Oxford Planters' invoice, order confirmation and delivery or collection records will ordinarily establish the identity of the Goods, original purchaser and commencement date of the guarantee.

10.7 Where a valid structural guarantee claim is accepted, Oxford Planters will, at its reasonable discretion and subject to applicable statutory rights, repair the affected structural components, replace them or provide another appropriate remedy.

Where a structural issue can be satisfactorily repaired, our normal approach will be to repair the affected item rather than replace it unnecessarily.

10.8 The structural guarantee does not cover:

a. Natural timber movement, checking, surface cracking, colour change or weathering that does not constitute a qualifying structural defect.

b. Natural deterioration arising from ordinary external exposure where it is not attributable to a qualifying structural defect.

c. Paintwork, stains, oils, decorative finishes or their routine maintenance.

d. Ordinary wear, servicing or replacement of hinges, locks, catches, keypads, stays and other mechanical fittings, except where a defect is otherwise covered by applicable law or an express separate guarantee.

e. Damage caused or materially contributed to by misuse, climbing, inappropriate loading, accidental impact or unsuitable alterations.

f. Damage caused or materially contributed to by incorrect installation, unsuitable fixings, inadequate anchoring, unstable positioning or failure to maintain appropriate support.

g. Damage caused or materially contributed to by blocked drainage, prolonged standing water, accumulated moisture-retaining debris or neglected protective coatings.

h. Damage caused or materially contributed to by inappropriate planting, unmanaged root growth, excessive plant weight or inadequate horticultural maintenance.

i. Damage caused or materially contributed to by unauthorised alterations, relocation or handling contrary to the relevant guidance.

j. Damage caused or materially contributed to by third-party equipment, irrigation systems or other installations where those systems are unsuitable, defective or inadequately maintained.

k. Damage resulting from exceptional exposure or environmental conditions where reasonable precautions appropriate to the product and its intended location have not been taken.

These exclusions apply only to the extent that the relevant circumstances caused or materially contributed to the damage claimed. They do not exclude liability for defects for which Oxford Planters remains legally responsible.

10.9 Nothing within this guarantee limits or replaces any statutory rights available to a consumer.

11. Direct Planting and Internal Protection

11.1

Oxford Planters are designed for direct planting and do not require a secondary plastic planting container unless specifically stated otherwise for an individual commission.

11.2

Our internal protective system is applied directly to the timber surfaces, creating a protective barrier between the planting medium and the timber. Its purpose is protection rather than structural support. The planter itself carries the structural load.

11.3

The internal protective system must be inspected as part of the planter's ongoing maintenance and whenever the planter is emptied.

11.4

Following inspection, areas of the internal protective system showing deterioration, wear or loss of coverage must be appropriately repaired or reapplied where necessary before soil and planting are returned to the planter.

11.5

Failure to maintain the internal protective system may affect the 15 Year Structural Guarantee where that failure has caused or materially contributed to the structural damage being claimed.

12. Planting, Root Management and Five-Year Inspection

12.1

Planting must be appropriate for the dimensions, capacity, structure and location of the planter.

12.2

Plants and trees grown within a planter remain living organisms and their root systems will develop at different rates according to species, age, growing conditions, location and maintenance.

Appropriate horticultural management is therefore essential both for the health of the planting and for the long-term care of the planter.

12.3

The five-year inspection period referred to within these Terms & Conditions is a **maximum recommended interval and a guide only**. It must not be taken to mean that all planting can safely remain without root inspection or management for five years.

Fast-growing, vigorous or established trees and other planting may require inspection, root management or root pruning considerably earlier.

The Customer is responsible for monitoring the planting and obtaining independent professional horticultural advice regarding the appropriate inspection and root-management frequency for the particular species and growing conditions.

12.4

At intervals **not exceeding five years, or earlier where the planting requires it**, the soil and planting must be removed sufficiently to allow:

a. the root system to be assessed and appropriately managed;

b. excessive or congested root growth to be addressed where necessary;

c. the growing medium to be refreshed where appropriate;

d. the internal protective system to be thoroughly inspected and repaired or reapplied where necessary;

e. drainage provisions to be inspected and cleared where necessary; and

f. the accessible internal structural components of the planter to be inspected.

12.5

Root growth must be appropriately managed so that excessive pressure is not allowed to develop against the internal walls, panels or structural components of the planter.

Where a tree or other planting requires root management or root pruning earlier than the fiveyear inspection interval, that work must be undertaken at the appropriate time.

Damage resulting from excessive or unmanaged root growth is not a fault in the planter where the planting required earlier intervention.

12.6

Root pruning should only be undertaken where horticulturally appropriate for the particular species and at an appropriate time.

Oxford Planters does not determine the horticultural requirements of individual plants or trees, and independent professional horticultural advice should be obtained where necessary.

Further independent guidance on the care, repotting and root pruning of container-grown plants is available from the Royal Horticultural Society.

12.7

Following each inspection, any maintenance identified as necessary to the internal protective system must be completed before the planter is refilled and replanted.

12.8

Failure to undertake appropriate inspection, root management or root pruning when required, or failure to maintain the internal protective system, may affect the 15 Year Structural Guarantee where that failure has caused or materially contributed to the structural damage being claimed.

For the avoidance of doubt, the five-year interval does not transfer responsibility for the horticultural management of the planting to Oxford Planters and does not constitute a representation that a particular tree or plant will not require root management at an earlier date.

13. Drainage and Irrigation

13.1

Oxford Planters are designed to provide appropriate drainage when correctly planted and maintained.

13.2

Drainage routes must not be blocked or obstructed.

13.3

The Customer is responsible for ensuring that the planting medium, drainage material and planting arrangement are suitable for the species being planted and do not prevent the planter from draining as intended.

13.4

Damage resulting from prolonged waterlogging caused by blocked, altered or inadequately maintained drainage is not covered by the structural guarantee where that condition has caused or materially contributed to the damage.

13.5

Where irrigation equipment is installed within or in connection with a planter, it must be correctly installed, operated, inspected and maintained.

13.6

Where irrigation equipment, reservoirs, pipework or other planting systems are supplied or installed by a third party, responsibility for their suitability, installation, operation and maintenance remains with the Customer and/or the relevant supplier or installer.

13.7

Leaks, excessive irrigation or other defects in irrigation or planting systems should be addressed promptly. Damage caused or materially contributed to by defective, leaking, incorrectly operated or inadequately maintained third-party irrigation equipment is not a structural fault in the planter.

14. Ground Clearance, Airflow and Nylon Feet

14.1

The space between the underside of the planter and the ground must remain clear and unobstructed. This clearance is an important part of the planter's design, allowing airflow beneath the planter and enabling water to drain freely away from the timber.

14.2

Soil, gravel, mulch, paving materials, planting material or other substances must not be allowed to accumulate around the legs or beneath the planter in a way that restricts airflow or drainage.

Prolonged obstruction of this space may retain moisture around the timber and contribute to premature deterioration or rot.

14.3

Each planter leg is fitted with a nylon foot at its base. These feet help maintain separation between the end grain of the timber and the surface below, while allowing the intended airflow and drainage beneath the planter.

14.4

The nylon feet must remain fitted and in serviceable condition throughout the life of the planter.

Whenever a planter is moved or repositioned, the feet must be checked to ensure that each remains securely in place before the planter is refilled, replanted or returned to use.

14.5

If a nylon foot is missing, damaged or no longer serviceable, the planter should not be left in prolonged direct contact with the ground. Replacement feet are available directly from Oxford Planters.

14.6

Damage or premature deterioration arising from blocked ground clearance, restricted airflow or drainage, prolonged direct contact between the timber legs and the ground, or missing or damaged nylon feet may affect the 15 Year Structural Guarantee where that condition has caused or materially contributed to the damage being claimed.

15. Level Positioning

15.1

Planters must be positioned and maintained level.

15.2

This is particularly important for substantial planters because uneven positioning can create unequal load distribution through the frame and place unnecessary strain upon structural joints and components.

15.3

Where required and agreed in advance, Oxford Planters accommodates uneven ground through extended legs or other appropriate detailing which may be adjusted on site to achieve level positioning.

15.4

Where Oxford Planters is specifically commissioned to position planters on ground with significant falls, a site visit may be required so that appropriate measurements can be taken before the Goods are made.

15.5

Where Oxford Planters has not been commissioned to undertake positioning, responsibility for ensuring that the finished planter is correctly and safely positioned remains with the Customer or their appointed contractor.

16. Wind Exposure and Suitable Planting

16.1

The Customer must consider the mature size, form and weight of planting together with the exposure of the intended location.

16.2

Particular care must be taken with large-headed, top-heavy or substantial trees and shrubs, as the canopy may create considerable wind loading.

16.3

Such planting should not be positioned in locations exposed to significant direct or prevailing winds unless the planter, planting and any additional restraint have been appropriately considered for those conditions.

16.4

This is particularly important on balconies, roof terraces, elevated terraces and other exposed locations.

16.5

Oxford Planters does not accept responsibility for overturning, movement or resulting damage where inappropriate planting, exceptional wind exposure, unsuitable positioning or inadequate restraint has caused or materially contributed to the incident.

16.6

Where there is uncertainty regarding the suitability of planting for an exposed location, the Customer should obtain appropriate advice from a suitably qualified landscape, horticultural or structural professional as applicable.

17. Moving Planted Planters

17.1

A planted Oxford Planter may be extremely heavy. Depending upon its dimensions and planting, its total weight may extend from hundreds of kilograms to several tonnes.

17.2

Planters must not be dragged, tipped or moved in a manner which places inappropriate loads upon the frame, legs, panels or joints.

17.3

Where a planter has been designed to accommodate mechanical handling, suitable equipment must be used correctly and by competent persons.

17.4

Castors, wheels or other mobility systems must not be fitted or substituted without prior consideration of the total planted weight and structural implications.

17.5

Whenever a planter is moved or repositioned, the nylon feet fitted to the base of each leg must be checked before the planter is returned to use, in accordance with Section 14.

18. Alterations and Additional Attachments

18.1

The structural design of an Oxford Planter should not be altered without our prior written agreement.

18.2

This includes drilling or cutting structural components, removing or altering rails, legs, panels or bases, changing drainage arrangements, fitting castors or wheels, or attaching trellis, screening, seating, structures or other substantial items which were not included within the original design.

18.3

An alteration does not automatically invalidate the entire structural guarantee. However, damage caused or materially contributed to by an unauthorised alteration or attachment will not be covered by the guarantee.

19. Removable Panels and Access

19.1

Where a planter incorporates removable panels, these are provided to facilitate future access to the planting, roots and internal structure.

19.2

Removal and refitting must be undertaken carefully and in accordance with any instructions provided by Oxford Planters.

19.3

The ability to remove panels does not remove the requirement for appropriate root management or periodic inspection.

20. Planting or Work Undertaken by Others

20.1

Where Goods are installed, positioned, planted, altered or maintained by the Customer, a landscape contractor, gardener or other third party, that work must be undertaken competently and in accordance with Oxford Planters' guidance.

20.2

The appointment of a landscape designer, contractor, gardener or other professional does not transfer responsibility to Oxford Planters for the selection or suitability of planting, growing medium, horticultural management, irrigation arrangements or subsequent root management unless Oxford Planters has expressly agreed in writing to undertake responsibility for the relevant matter.

20.3

Oxford Planters will not be responsible under the structural guarantee for damage caused or materially contributed to by incorrect installation, positioning, planting, alteration or maintenance undertaken by others.

20.4

This section does not exclude responsibility for any defect in the Goods which existed independently of the third-party work.

21. Site Visits and Positioning

21.1

Where a site visit is requested, the scope and fee will be confirmed in advance.

21.2

Where measurements of ground falls, levels or other site-specific conditions are required for Oxford Planters to undertake final positioning, these must be established before the relevant Goods are made or modified for the site.

21.3

Oxford Planters will only accept responsibility for final positioning and level adjustment where this service has expressly formed part of our agreed scope of work.

21.4

The Customer must ensure that the site is ready, accessible and safe for agreed work, and identify known concealed services, restrictions and hazards. Oxford Planters remains responsible for reasonable checks and safe working within its agreed scope. Reasonable additional costs of aborted visits or delays attributable to the Customer may be recovered where agreed or otherwise permitted by law.

21.5

The Customer must ensure that personnel and contractors under their control receive appropriate safety instructions and equipment for handling, installation, use and maintenance of the Goods. This does not transfer Oxford Planters' statutory health and safety obligations.

22. Maintenance Records

22.1

Customers are encouraged to retain reasonable records of significant inspections and maintenance undertaken during the life of the Goods.

Depending upon the product, these may include inspection of structural timber, protective coatings, fixings, supporting structures, mechanical fittings, drainage, planting, roots, internal protection and nylon feet.

Dated photographs, invoices or other maintenance records may provide useful evidence of the condition and maintenance history of the Goods.

22.2

Where maintenance is relevant to the cause of a claim under the 15 Year Structural Guarantee, Oxford Planters may reasonably request information concerning the Goods' installation, positioning, use, inspection and maintenance history.

22.3

The absence of a particular maintenance record will not, by itself, automatically invalidate the structural guarantee. However, the condition and maintenance history of the Goods may be taken into account where reasonably necessary to determine the cause of the claimed failure.

23. Claims Under the Structural Guarantee

23.1

Any claim under the 15 Year Structural Guarantee should be notified to Oxford Planters as soon as reasonably practicable after the issue becomes apparent.

23.2

The Customer should provide reasonable information to enable the claim to be assessed, which may include photographs, video, details of installation, positioning, planting, use and maintenance, and any other information reasonably relevant to establishing the cause of the issue.

23.3

Oxford Planters may initially assess a claim from photographs, video and other information supplied by the Customer.

Where reasonably necessary to establish the cause or extent of an issue, Oxford Planters may request access to inspect the Goods.

23.4

Oxford Planters must be given a reasonable opportunity to inspect the Goods before repair, alteration or removal is undertaken by another party.

23.5

No unauthorised repair or alteration should be undertaken where doing so would prevent Oxford Planters from reasonably determining the cause of the claimed structural failure.

23.6

Where a claim is accepted and the structural issue can reasonably and satisfactorily be repaired, Oxford Planters will ordinarily repair the affected Goods rather than replace the complete item.

23.7

The 15 Year Structural Guarantee relates to the structural integrity of eligible Goods. It does not constitute a guarantee of the health, survival, growth or condition of trees, shrubs or other planting, nor of soil, growing media, irrigation equipment or other items supplied by third parties.

Subject always to liability which cannot lawfully be excluded, Oxford Planters will not be responsible under the structural guarantee for loss of or damage to planting or other property arising from a matter which is not itself a valid structural guarantee claim.

Nothing within this section limits any remedy to which a consumer is entitled by law.

24. International Guarantee Claims

24.1

The 15 Year Structural Guarantee applies to eligible Goods supplied by Oxford Planters internationally as well as within the United Kingdom, subject to these Terms & Conditions and any mandatory rights applying in the country of sale.

24.2

Where eligible Goods are located outside mainland Great Britain, Oxford Planters may initially assess a guarantee claim remotely using photographs, video, maintenance information and other reasonable evidence.

24.3

Where a physical inspection is reasonably necessary, the practical arrangements and any exceptional travel, accommodation, freight, collection or international transport costs will be discussed and agreed before attendance or transportation is arranged.

24.4

Responsibility for such costs will depend upon the circumstances of the claim, the terms of the original sale and any mandatory legal rights applicable to the Customer.

Nothing within this section requires a consumer to bear a cost which Oxford Planters is legally required to bear.

24.5

Where appropriate, Oxford Planters may arrange or authorise inspection or remedial work by a suitably competent third party closer to the location of the Goods rather than requiring the Goods to be returned to our workshop.

25. Furniture, Gates and Other Outdoor Joinery

25.1 General Care

Outdoor joinery must be used for its intended purpose and appropriately positioned, installed and maintained, taking account of its dimensions, materials, location and exposure.

25.2 Garden Benches and Seating

Benches must be positioned on firm, level ground, with supporting legs bearing evenly.

Leg bases must be kept clear of soil, leaves, vegetation and other moisture-retaining debris to reduce the risk of premature timber deterioration.

Benches must not be climbed upon, stood upon or used for seating on arms, backrests or other elements not designed for that purpose.

25.3 Obelisks

Obelisks must be positioned securely and supported or anchored appropriately for their dimensions, location, exposure and intended planting.

The protective coating applied to the lower legs of Oak and Iroko obelisks must be inspected regularly and renewed whenever necessary to prevent premature deterioration caused by prolonged moisture exposure.

Climbing plants must be managed to prevent excessive weight, wind loading or instability, particularly as planting matures.

Obelisks must not be climbed upon or used to support ladders or people.

25.4 Trellis

Trellis must be secured to a suitable supporting structure using appropriate fixings, taking account of the weight and wind resistance of established climbing plants.

Fixings and supporting structures must be inspected periodically and maintained in a secure condition.

Trellis must not be climbed upon or used to support ladders or people.

25.5 Gates and Doors

Gates must be hung using appropriate hinges, fixings and supporting arrangements specified or recommended by Oxford Planters.

Gates must not be left to swing freely. When not in use, they must be secured using the appropriate catch or latch or restrained in the open position using a suitably rated hook or other appropriate retaining device.

Hinges, catches, bolts, locks and other fittings must be inspected and maintained to ensure correct operation.

Where mechanical keypads are fitted, they should be serviced at six-month intervals using an appropriate lubricant or maintenance product recommended by the keypad manufacturer, in accordance with the manufacturer's instructions.

Paintwork and protective coatings must be inspected and repaired or renewed whenever necessary.

25.6 Outdoor Storage

Outdoor storage units must be positioned on firm, level ground, with suitable drainage and ventilation.

Doors, lids, hinges, stays and retaining mechanisms must be maintained in safe working order.

Storage units must not be overloaded, climbed upon or used for seating unless expressly designed for that purpose.

25.7 Structural Guarantee and Maintenance

Eligible products within this section are covered by the Oxford Planters 15 Year Structural Guarantee in accordance with Section 10.

The customer is responsible for reasonable ongoing care and maintenance in accordance with the Product Care & Maintenance Guide and any instructions supplied for the individual commission.

Damage caused or materially contributed to by inappropriate installation, positioning, use or maintenance may fall outside the voluntary structural guarantee.

Nothing within this section excludes or restricts statutory rights or liability that cannot lawfully be excluded.

26. Liability

26.1

Nothing within these Terms & Conditions excludes or limits liability where it would be unlawful to do so.

26.2

Nothing within these Terms & Conditions affects the statutory rights of a consumer.

26.3

Subject to clauses 26.1 and 26.2, Oxford Planters will not be responsible for losses which could not reasonably have been foreseen when the contract was entered into or which arise from circumstances outside our reasonable control.

26.4

Where the Customer is acting in the course of a business, Oxford Planters will not be liable for indirect or consequential loss, loss of profit, loss of business or loss of opportunity except where liability cannot lawfully be excluded.

26.5

Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability which cannot lawfully be excluded or limited. Any business-specific financial liability cap must be separately agreed in writing and satisfy applicable legal requirements.

27. Retention of Title

27.1

Subject to applicable law, ownership of the Goods remains with Oxford Planters until payment in full for those Goods has been received in cleared funds. For business Customers, ownership also remains with Oxford Planters until payment of other Goods supplied by Oxford Planters for which payment is then due, to the extent legally enforceable.

27.2

Risk may pass before ownership in accordance with the delivery provisions within these Terms.

27.3

Until ownership passes, business Customers must take reasonable care of unpaid Goods, keep them identifiable where practicable and maintain appropriate insurance. They must not pledge or charge unpaid Goods as security. Resale in the ordinary course of business is permitted unless lawfully withdrawn by written notice.

27.4

Where payment is overdue and Oxford Planters retains ownership, we may request return of identifiable unpaid Goods, subject to applicable law and third-party rights. Recovery must be by lawful agreement or legal process; this clause does not authorise entry onto premises without lawful permission. Any recovered value will be accounted for to avoid double recovery.

28. Events Beyond Our Reasonable Control

Oxford Planters will not be responsible for delay or failure to perform an obligation where this results from circumstances beyond our reasonable control, including severe weather, fire, flood, interruption to utilities or transport, industrial action, shortage of materials, governmental restrictions or other comparable events.

28.1

The affected party must notify the other as soon as reasonably practicable and take reasonable steps to minimise the effects of the event. If performance remains materially prevented for a prolonged period, either party may seek to agree revised arrangements or terminate the affected obligations on reasonable written notice where legally permitted. Accrued payment obligations and statutory refund or cancellation rights remain unaffected.

29. Governing Law and International Sales

29.1

These Terms & Conditions and any contract between Oxford Planters and the Customer are governed by the laws of England and Wales.

29.2

Where the Customer is acting in the course of a business, trade or profession, the courts of England and Wales shall have exclusive jurisdiction in relation to any dispute arising from or in connection with the contract, unless otherwise expressly agreed in writing.

29.3

Where Goods are supplied to a private customer outside the United Kingdom, the choice of the laws of England and Wales does not deprive the Customer of any mandatory consumer protection which applies to them under the law of their country of habitual residence and which cannot lawfully be excluded or restricted by contract.

29.4

The Customer is responsible for ensuring that the Goods, their intended use, installation, positioning and planting comply with any laws, regulations, permissions or requirements applicable at the delivery destination, except where Oxford Planters has expressly agreed in writing to undertake responsibility for a particular requirement.

29.5

Unless expressly included within our quotation, the Customer is responsible for all import duties, local taxes, customs charges, clearance fees, permits and other charges or requirements arising from the importation of the Goods into the destination country.

29.6

Any Oxford Planters guarantee supplied with the Goods is a contractual guarantee provided by Oxford Planters Limited and is additional to any mandatory statutory rights which apply to the Customer and which cannot lawfully be excluded.

30. General

30.1

If any provision of these Terms & Conditions is found to be unlawful or unenforceable, the remaining provisions will continue in effect.

30.2

A failure or delay by Oxford Planters in exercising a right under these Terms & Conditions does not constitute a waiver of that right.

30.3

Any variation to an agreed contract must be confirmed in writing.

30.4

These Terms & Conditions should be read alongside the relevant quotation, order confirmation, planting guidance, care instructions and any specific written terms provided for the commission.

30.5

The version of these Terms supplied and incorporated when the contract is formed applies to that contract. Later revisions apply to future contracts only unless a lawful variation is expressly agreed.

30.6

Formal notices should be sent to the contact details specified in the contract or subsequently notified in writing. Nothing in this clause changes statutory rules for service of legal proceedings.

30.7

Except where expressly agreed or required by law, a person who is not a party to the contract has no right to enforce its terms under the Contracts (Rights of Third Parties) Act 1999.

31. Intellectual Property

Original designs, drawings and other materials created by Oxford Planters remain our intellectual property to the extent rights vest in us, unless otherwise agreed in writing. The Customer may use the supplied materials for the agreed commission, including its installation, use and maintenance, but may not reproduce them for unrelated commissions without permission. Customer-owned designs and third-party rights remain unaffected.

32. Subcontracting

Oxford Planters may appoint suitably competent subcontractors to perform agreed obligations, including specialist transport and installation. Oxford Planters remains responsible for its contractual obligations and any liability imposed by law.