C W Kirk Lawnmowers Terms and conditions

GDPR & marketing

We hold customers details securely for the purposes of contacting the customer in relation to business. On occasion we do send appropriate marketing and information out if you would like to receive this let us know. Opting out can be done at any time.

Storage and insurance

If your equipment remains uncollected after notification we will charge after 10 days £20+ VAT per week per machine until collected. We will keep your machine safe whilst it is in our possession. It is advised that customers have their own insurance in place. We have no surplus storage space. Please could you take your grass box with you. If your machine remains uncollected for 4 weeks we reserve the right to dispose of it.

Deliveries and collections

Standard deliveries will be charged at £20 + VAT, within 4 miles. Additional miles charged at £1.70 per mile. Deliveries classed as non standard; out of our 15 mile area or large equipment needing a trailer will be charged at a different rate.

Deliveries and collections are normally made on Mondays and Thursdays, we can normally say morning or afternoon as a rule. Any failed delivery will be chargeable.

Warranty

If a machine becomes faulty it will be subject to the manufacturer's warranty.

The Customer may be required to have the Item serviced from time to time in order to comply with the conditions of the warranty.

Transportation is not covered under warranty. Warranty begins from the date of purchase by the first purchaser.

Domestic means personal residential household use by a retail customer, professional means all other uses, including use for commercial, income producing, or rental. Once a product has experienced commercial it shall be considered commercial thereafter.

If proof of the initial purchase date is not available then date of manufacture will be used.

The customer takes responsibility for the cost of repair and or inspection if it is not covered under warranty. For full details, check with the manufacturer.

Sales

New machinery comes put together, checked with fuel and oil and the price includes local standard delivery, within 15 miles. Information and descriptions are made accurately and are correct to our knowledge.

Customer Copy

Service & repair

By instructing us to look at your machine you agree to pay the charges incurred for us to look at your machine, this is either £15 for a small machine or £30 for a large machine as a minimum and any other costs related to your job. A deposit may be required.

The Company is not obliged to give a fixed all in price for completion of the work as it may not be possible to ascertain the cost of all the parts required to correctly and completely service/repair until work commences and is completed. The Company will however give some guidance on cost but the cost is not a final cost.

It will be done within a reasonable time which will be subject to the workload, stock parts and/or supply of any parts from the manufacturers which it is necessary to order this can take weeks in extreme circumstances Months.

Hire

Hiring a machine is done at the risk of the customer and covered by the customers insurance, a refundable deposit to cover the machine and damage to the machine will be taken and also the fee for hire. We also require proof of ID and address.

Refunds, returns and cancelations
Communication by the Customer concerning
cancellation, refund or return of the Item should be
effected in writing to the Company's address by
recorded delivery or by email

Refunds of unused items will be made within 14 days of the date of return of the Item or evidence of return of goods whichever is the sooner

Refunds will be made within 14 days of the date of return of the Item If the Item is found to be faulty upon delivery(or within 14 days thereof) the Customer should contact the Company to arrange a replacement of the Item and collection of the item free of charge. This assumes that the Item has not been used.

Payment terms

Payment is in full before being released unless otherwise agreed in writing. Late Payment of Commercial Debts (Interest) Act 1998 legislation will be enforced on overdue amounts. Where the Item is a special order (one that is not in stock), payment will be required in advance/upon placing the order.