

**PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY
BEFORE USING ANY ONE OF THE SITES.**

1. TERMS OF WEBSITE USE

Subject to Paragraph 2 below, these terms of use (together with the documents referred to in it) tells you the terms upon which you may use our home page website (also known as domain) and other landing pages (also known as sub-domains) referred to below, whether as a guest or a registered user.

Use of our home page website also includes accessing, browsing, or registering to use any of the other landing pages referred to below.

The home page website (also known as the domain website) is:
www.grassandflower.co.uk

The other landing pages of the home page (also known as subdomain pages) includes:

- (i) www.grassandflower.co.uk/phoenix-amenity-supplies/
- (ii) www.grassandflower.co.uk/british-flora/
- (iii) www.grassandflower.co.uk/hydroseeding-supplies/

(Together referred to in this document as “Websites”)

Please read these terms of use carefully before you start to use any one or more of our Websites, as such terms will apply to you.

We recommend that you print a copy of this for future reference.

By using one or more of our Websites, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms of use, you must not use our Websites.

These terms of use refer to the following additional terms, which also apply to your use of any one or more of our Websites. These are:

- Our [Privacy Policy](#), pursuant to the General Data Protection Regulations 2018 (“GDPR Privacy Policy”), which came into force on 25th May 2018, sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using any one or more of our Websites, you consent to such processing and you warrant that all data provided by you is accurate.
- Our [Cookie Policy](#) which sets out information about the cookies on anyone or more of our Websites.

In addition, if you purchase goods and or services from any one or more of our Websites, the relevant [Terms and Conditions of Goods and Services](#) will apply in such circumstances.

2. INFORMATION ABOUT EACH LEGAL ENTITY:

Each legal entity is separate, independent and distinct from the other legal entity referred to above.

- (i). Phoenix Amenity Supplies Limited (**Phoenix**)
- (ii). Avanti Landscape Supplies Ltd (**Avanti**) trading as British Flora (**British Flora**)
- (iii). Hydroseeding Supplies UK (in partnership) (**HSUK**)

For the purposes of these terms, “We or Our or Us” shall refer to all three legal entities unless reference is made to each legal entity as “**Phoenix**” or “**Avanti** trading as British Flora (**British Flora**)” or “**HSUK**” therein.

Phoenix is a company limited by shares and is registered in England and Wales under company number 06571268 and whose registered office and trading address is: The Bakery Old Vicarage Hanley Castle Worcestershire WR8 0BJ. The VAT number for Phoenix is 948698641.

Avanti trading as British Flora is a company limited by shares and is registered in England and Wales under company number 08730825 and whose registered office and trading address is: The Bakery Old Vicarage Hanley Castle Worcestershire WR8 0BJ. The VAT number for Avanti trading as British Flora is 178162488

HSUK is trading as a partnership and whose principal place of trading is: The Bakery Old Vicarage Hanley Castle Worcestershire WR8 0BJ. The VAT number for HSUK is 910437160

3. CHANGES TO THESE TERMS

We may revise these terms of use at any time by amending this page.

Please check this page from time to time to take notice of any changes we made, as they are binding on you.

4. CHANGES TO OUR SITE

We may update any one or more of our Websites from time to time and may change the content relevant to Phoenix, Avanti trading as British Flora and or HSUK from time to time without notice.

However, please note that any of the content on any of our sites may be out of date at any given time, and we are under no obligation to update it.

We do not guarantee that our Websites, or any content on it in connection with Phoenix, Avanti trading as British Flora and or HSUK, will be free from errors or omissions.

5. ACCESSING OUR WEBSITES

Our Websites are made available free of charge.

We do not guarantee that our Websites, or any content on it in connection with Phoenix, Avanti trading as British Flora and or HSUK, will always be available or be uninterrupted.

Access to our Websites is permitted on a temporary basis.

We may suspend, withdraw, discontinue or change all or any part of our Websites in connection with Phoenix, Avanti trading as British Flora and or HSUK without notice.

We will not be liable to you if for any reason our Websites become unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to any one or more of our Websites.

You are also responsible for ensuring that all persons who access our Websites through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them accordingly.

Our Websites are directed to people residing in the United Kingdom. We do not represent that content available on or through our Websites is appropriate or available in other locations. We may limit the availability of our Websites or any service or product described on our Websites to any person or geographic area at any time.

If you choose to access our Websites from outside the United Kingdom, you do so at your own risk.

6. YOUR ACCOUNT AND PASSWORD

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures in connection with Phoenix, Avanti trading as British Flora and or HSUK, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify Phoenix and Avanti trading as British Flora at their registered address or HSUK at its principal place of trading address as indicated above.

7. INTELLECTUAL PROPERTY RIGHTS

We are the owner or the licensee of all intellectual property rights in our Websites, and in the material published on it.

Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our Websites in connection with Phoenix, Avanti trading as British Flora and or HSUK for

your personal use and you may draw the attention of others within your organisation to content posted on our Websites.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs HSUK, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our Websites must always be acknowledged.

You must not use any part of the content on our Websites in connection with Phoenix, Avanti trading as British Flora and or HSUK for commercial purposes without obtaining a licence to do so from the relevant entity and licensor.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site in connection with Phoenix, Avanti trading as British Flora and or HSUK will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

8. NO RELIANCE ON INFORMATION

The content on our Websites in connection with Phoenix, Avanti trading as British Flora and or HSUK is provided for general information only.

It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Websites.

Although we make reasonable efforts to update the information on our Websites, we make no representations, warranties or guarantees, whether express or implied, that the content on our Websites in connection with Phoenix, Avanti trading as British Flora and or HSUK is accurate, complete or up to date.

9. LIMITATION OF OUR LIABILITY

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our Websites in connection with Phoenix, Avanti trading as British Flora and or HSUK or any content on it, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our Websites in connection with Phoenix, Avanti trading as British Flora and or HSUK; or
- use of or reliance on any content displayed on our Websites in connection with Phoenix, Avanti trading as British Flora and or HSUK.

In addition, if you are a business user, please note that in particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation;
- any indirect or consequential loss or damage.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Websites in connection with Phoenix, Avanti trading as British Flora and or HSUK or to your downloading of any content on it, or on any other website linked to it.

We assume no responsibility for the content of other websites linked on our Websites in connection with Phoenix, Avanti trading as British Flora and or HSUK. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any goods and or services by use to you, which will be set out in our [Terms and conditions of supply of goods and services](#).

10. MALWARE

We do not guarantee that our Websites in connection with Phoenix, Avanti trading as British Flora and or HSUK will be secure or free from bugs or malware.

You are responsible for configuring your information technology, computer programmes and platform in order to access our Websites.

You should use your own malware protection software.

You must not misuse our Websites by knowingly introducing malware which includes but not limited to viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site in connection with Phoenix, Avanti trading as British Flora and or HSUK, the server on which our Websites is stored or any server, computer or database connected to our site in connection with Phoenix, Avanti trading as British Flora and or HSUK. You must not attack our Websites via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990.

We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Websites in connection with Phoenix, Avanti trading as British Flora and or HSUK will cease immediately.

11. LINKING TO OUR WEBSITES

You may link to our Websites , provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link to our Websites in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our Websites in any website that is not owned by you.

Our Websites must not be framed on any other site, nor may you create a link to any part of our sites other than the home page.

We reserve the right to withdraw linking permission without notice.

The Websites in which you are linking must comply in all respects with the content standards set out in our [Terms of Website use](#)

If you wish to make any use of content on our Websites other than that set out above, please contact Mrs L Baker.

12. THIRD PARTY LINKS AND RESOURCES IN OUR WEBSITES

Where our Website contains links to other sites and resources provided by third parties, these links are provided for your information only.

We have no control over the contents of those sites or resources.

13. APPLICABLE LAW

If you are a consumer, please note that these terms of use, its subject matter and its formation, are governed by English law.

You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We agree to the exclusive jurisdiction of the courts of England and Wales.

14. TRADE MARKS

All brands and logos published on our Websites are the Trademark of Phoenix, Avanti trading as British Flora and HSUK and may not be used by any third party without the explicit written permission of the owner(s) of Phoenix, Avanti trading as British Flora and HSUK.

15. CONTACT US

To contact us, please contact the relevant legal entity:

- i. **Phoenix:** sales@phoenixamenity.co.uk
- ii. **Avanti trading as British Flora:** info@britishflora.co.uk
- iii. **HSUK:** info@hydroseedingsupplies.co.uk

Thank you for visiting our Websites.