This website is operated by The Cutting Edge (also referred to as Jagdee Ltd, 'we', 'our' or 'us'). By continuing to use this website or by placing an order, you are agreeing to our terms and conditions. We may update these terms and conditions from time to time; as a website user it is your responsibility to check through them before using The Cutting Edge or placing an order as you will be bound by the terms and conditions at the time of use.

We would recommend that you save a copy or print these terms and conditions for your reference.

#### Your Order

- 1. Please see our delivery and returns information and how to use The Cutting Edge for details of how to place an order .
- 2. After you have completed your order through Sage Pay you will be taken to a 'checkout success' page. This page confirms that your order has been placed; you will also receive a confirmation email to the address you provided during checkout
- 3. While we endeavour to hold sufficient stock to meet all our orders we cannot be held responsible or offer any compensation for any disappointment endured if we fail to meet our designated delivery time. All orders are subject to availability.
- 4. We must receive payment of the whole prices of the goods you order before your order can be accepted. If we are unable to supply the goods you have ordered for any reason, we will inform you as soon as possible. A full refund will be processed
- 5. You will be unable to access previous orders through this website, so please save or print copies of your order confirmation and of these terms and conditions.

# **Product Descriptions**

- 1. Product details have been written by us to help you to choose between models. All specifications and images are true to the best of our knowledge. On occasion manufacturers will update the appearance of a machine, and so from time to time our images may differ slightly from the product you receive. We will update the site with new images and descriptions received
- 2. All sizes and measurements are approximate but we do try to make sure they are as accurate as possible.
- 3. Product prices are continually updated and so this may be changed without prior notice.

# Delivery

- 1. Orders placed on The Cutting Edge can only be delivered at our standard delivery rates to customers with mainland UK
- 2. All petrol products supplied have had a Pre-Delivery Inspection and they are then drained of all oil and fuel prior to delivery to you. We supply the correct grade of oil in a bottle with the machine. It is the customer's responsibility to ensure that the correct level of oil (as per the operator's handbook supplied with the machine) is then put into the machine prior to use. If you're not sure how much oil to use please contact us to check; failure to use enough oil can damage the machine and this will **not be covered by warranty**
- 3. Goods will be delivered as soon as is reasonably practical to the UK address you have provided. Estimates of timescale are available in the delivery and returns information section of this website. On occasion unforeseen factors and availability of goods may cause a delay. The Cutting Edge shall be under no liability for any delay or failure to deliver

- 1. We will contact you if we are unable to deliver the goods to you within the specified time. We will try and arrange an alternative time. If this is not acceptable you will have the right to cancel your order and you will receive a full refund.
- 2 Once goods have been delivered to you they will be held at your own risk and we will not be liable for their loss or destruction.
- 3 Delivery costs to UK mainland addresses are currently £9.99 for all orders under £150, and free for orders of £150 or more.

### **Payment**

- 1. Payment can be made using any method specified. We use Sage Pay to complete all online transactions securely.
- 2. The price paid will be the amount displayed on this website at the time we receive your order and are inclusive of VAT. While we try and ensure all prices are accurate, occasionally errors occur. If we discover an error has been made we will automatically cancel your order. We will then email you to give you the option to purchase the item at the correct price.
- 3. All prices are inclusive of VAT but exclude delivery charges. See Delivery & Returns Information for further details.

### Returns, Cancellations & Replacement Policy

- 1. You have the right to cancel from the moment your order has been placed until 14 days from the date you have received your goods. All cancellations must be made in writing to <a href="mailto:jagdeeltd@gmail.com">jagdeeltd@gmail.com</a> please Refer to our returns policy for full details of how to cancel your order.
- 2. Refunds will be processed within 14 working days
- 3. If you feel the product you have ordered is unsuitable, you may qualify for our replacement policy. See delivery and returns information for further details.
- 4. You must report any shortages or breakages within 24 hours of receipt by emailing jagdeeltd@gmail.com This is so we can claim back costs from the carrier. Failure to contact us may result in you being liable for the full cost of the goods. We will contact you within 72 hours to arrange for a courier to collect the goods.
- 5. You have 14 days in which to notify us of intention to return your order. If you do so within this timeframe we will arrange the of collection of all items over the value of £30. This does not affect your statutory rights.
- 6. Product specifications may be changed by the manufacturer. If this happens we will update the website with the most up-to-date specifications we have. If a product has been superseded by a new model we will state this on the website or contact you prior to dispatch.

### Returns, Warranties & Repairs

- 1.All products we sell come with manufacturer's warranty.
- 2. We register all Echo, Hayter, and Toro sales with the manufacturer for warranty purposes. All other products should be registered with the manufacturer by the customer.
- 3. If a product arrives with or develops a fault within 30 days of delivery, you are entitled to a full refund providing you make us aware of this within the 30 day period.
- 4. If goods that you purchase from us develop a fault within the warranty period, we will refer you to your local dealership where the product will be examined by their qualified technicians and repaired as per the warranty details. From 30 days to 6 months of delivery, we will have one chance to repair or replace and rectify any problems. If we are unable to repair or replace, and the fault is a genuine manufacturing issue rather than something caused through operator error, you have the right to a full refund or a price reduction if you would like to keep the product. This will need to be assessed on a case by case basis.
- 5. If it is not possible to take products to a local dealership, we will collect the boxed product from you, carry out required work in our own workshop and return the goods to you
- 7. The Cutting Edge will not be liable for any additional costs incurred whilst goods are away for warranty repairs.

## **Card Security & Fraudulent Transactions**

- 1. The Cutting edge uses a secure server to protect your payment information and assist with your shopping experience.
- 2. Any losses incurred or sustained by you if you choose to transmit information by means of email or other internet link shall be borne solely by the customer. In no event shall any such losses in whole or in part be borne by The Cutting Edge
- 3. If you discover that goods have been ordered using your credit card by someone not authorised to do so. (a) you inform your credit card company and The Cutting Edge of unauthorised purchase as soon as you discover it; (b) you cooperate with your credit card company, The Cutting Edge and, if necessary, the police in relation to the unauthorised use.

We have not already dispatched the goods in question to the person or company who actually ordered the goods.

#### **Disclaimers**

- The contract between us shall be governed by and interpreted in accordance with English law, and the English courts shall have exclusive jurisdiction to resolve any disputes between us. English is the only language offered for the conclusion of the contract.
- 2. If any part of these conditions is invalid, illegal or unenforceable (including any provision in which we exclude our liability to you) the validity, legality or enforceability of any other part of these conditions will not be affected.
- The Cutting Edge Limited is providing this site on an 'as is' basis and makes no representations or warranties of any kind with respect to this site or its content and disclaims all such representations and warranties.
- 4. The Cutting Edge makes no representations or warranties about the accuracy, completeness, or suitability for any purpose of the information and related graphics published in this site. The information contained in this site may contain technically inaccuracies or typographical errors. All liability of The Cutting Edge howsoever arising from any such inaccuracies or errors is expressly excluded to the fullest extent of the law.
- 5. Neither The Cutting Edge nor any of its directors, employees or agents will be liable for damages arising out of or in connection with the use of this site. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and third party claims, save that nothing shall exclude or restrict liability for death or personal injury resulting from the negligence of The Cutting edge, its directors, employees or agents.
  - The Cutting Edge reserves the right at any time to revise its prices or the details given on this site without notice. All orders for products are subject to availability and we reserve the right to refuse to supply to any individual or company for whatever reason.
- We shall have no liability to you for any failure to deliver goods you have ordered or any delay in doing so or for any damage or defect to goods delivered that is caused by any event or circumstance beyond our reasonable control (including, without limitation. strikes. lockouts and other industrial These terms and conditions, together with our current website prices, privacy policy, delivery details and contact details, set out the whole of our agreement relating to the supply of the goods to you by us. These terms and conditions cannot be varied except in writing, signed by one of our directors. In particular nothing said by any of our staff should be understood as a variation of these terms and conditions or as an authorised representation about the nature or quality of any goods offered for sale by us. We shall have no liability for any such representation beina misleading. These terms and conditions do not affect your statutory rights as a consumer.

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