



Coles Plant Centre Trade – Terms and Conditions

These Terms set out the basis on which we grant you membership to the Coles Plant Centre Trade Scheme (the **Scheme**). Your application for and membership to the Scheme is considered acceptance of these Terms.

1. In these Terms, when we say:
 - 1.1. **you** or **your**, we mean you, the individual applying for the Scheme Card;
 - 1.2. **we, us** or **our**, we mean Coles Plant Centre; Coles Plant Centre is a trading name of James Coles & Sons (Nurseries) Limited, a limited company registered in England (Company No: 1330804), whose registered office is The Nurseries, Thurnby, Leicester LE7 9QB, United Kingdom and whose VAT registration number is GB290261862;
 - 1.3. **Product** or **Products**, we mean the goods and products that we sell;
 - 1.4. **Website**, we mean the website at the following URL www.colesplantcentre.co.uk that is operated by us.
2. You must be 18 or over to apply for membership to the Scheme.
3. If you apply in store (online application will be possible soon), we'll give you a Scheme membership number while we process your application and once you are a Scheme member we'll issue your Scheme Card. Acceptance of your application is at our sole discretion.
4. Scheme Cards are for use only by the trade entity named as the member at the point of application. In store you must show your card prior to making a purchase.
5. We shall not be liable in any way if you are unable to use your Scheme Card due (directly or indirectly) to any data processing or transmission link failure or any other cause beyond our reasonable control.
6. Scheme Cards remain our property. You must return your card if we ask for it and you must tell us immediately if your card is lost, stolen or misused. We shall not be responsible for any unauthorised use of the card prior to notification to us. You may end your membership to the Scheme at any time by returning your Scheme Card to us. Cards should be returned to James Coles & Sons (Nurseries) Limited, The Nurseries, Thurnby, Leicester LE7 9QB.
7. Scheme membership is at our sole discretion and can be suspended or withdrawn at any time.
8. We may update, vary and amend these Terms from time to time without prior notice. Please look on our Website to ensure that you understand which Terms apply or visit <http://coles.ltd/cpctterms>. These Terms were last updated on 25th January 2017.
9. These Terms (including any non-contractual obligations arising out of or in connection with these Terms) are governed by and interpreted in accordance with English law and both you and we agree to submit to the exclusive jurisdiction of the English courts.