

General Terms of Business



PRICES

All prices are subject to the addition of VAT. We reserve the right to alter prices without prior notice. Unless specifically agreed otherwise, all prices quoted either verbally or in writing are for supply ex-nursery. Delivery costs are additional. Please ask for details of delivery charges.

QUOTATIONS

Unless stated otherwise in writing, quotations remain valid for 14 days. All goods are offered subject to remaining available at time of order. Plants are offered for supply during the appropriate season only.

ORDERS

1. Payment shall be made at the time of order unless an approved credit account has been opened, in which case payment shall be made the 20th of month following invoice. Interest at 3% per month will be charged on overdue accounts. No reductions for any claims or set-off (equitable or otherwise) shall be made.
2. Customers wishing to open a credit account should contact the office for an application form. Applications are normally processed within a few days.
3. Delivery or performance times quoted are intended only as a guide and the Company does not accept liability for delays however caused.
4. Amendment of Order. Amendments to orders may be accepted at our discretion but we reserve the right to make a charge to cover costs incurred.
5. Cancellation of orders. If a buyer cancels all or part of an order not yet executed, we reserve the right to recover liquidated damages from the buyer.

GUARANTEE

All plants are guaranteed to be healthy and sound when they are delivered to the customer. If there are any defects we will supply replacement plants as soon as practicable.

We cannot be held responsible for the condition of plants after acceptance of delivery, nor for the replacement of any plants that fail to grow due to unsuitable soil conditions, inappropriate choice of plant for site conditions, inappropriate planting or maintenance, adverse weather conditions, lack of maintenance or other causes beyond our control.

COMPLAINTS

In the event of there being any cause for complaint the company must be notified in writing within 7 days of receipt of the goods.

GENERAL

1. The company offers the information within its catalogues and elsewhere, for general guidance only and accepts no liability for such information. Likewise, the Company will be pleased to offer general verbal advice on species selection, planting methods etc but accepts no liability for such advice.
2. In no circumstance shall the Company be liable for loss, whether direct or indirect, of profits, business, or anticipated savings or for any indirect or consequential loss whatsoever; nor shall the Company be liable for any loss caused by circumstances beyond its control, including the wrongful act or omission of an independent contractor or to any third party.
3. The risk in the goods passes to the buyer upon delivery but equitable and beneficial ownership shall remain with the Company until full payment has been received (each other being considered as a whole) or until prior to resale, in which case the Company's beneficial entitlement shall attach to the proceeds of resale or to the claim for such proceeds.
4. The placing of an order indicates acceptance of these terms, which shall not be varied by any terms, conditions, correspondence or documents issued by, or emanating from the customer unless specifically agreed in writing.