



## Terms and Conditions of Trading

1. (a) In the case of inconsistency between The Big Green Plant Centre's (the Company) written confirmation and terms in any form of Contract sent by the Customer the terms and conditions of the Company's written confirmation shall prevail.
- (b) This confirmation contains the entire bargain between the Company and the Customer. The Customer's conditions of Purchase (if any) or any other terms and conditions shall not be recognised or deemed to form part of this Contract unless expressly accepted in writing signed by a Director of the Company. No variation of the terms of these Conditions of Sale shall be binding upon the Company unless made in writing by a Director of the Company.

### Order Cancellation & Returns

2. (a) Once tagged, if an order is cancelled within 7 days by the Customer, the Company reserve the right to charge 10% of the order or value of goods being cancelled, to cover the time needed to de-tag the stock and cover costs expended to date.
- (b) After 7 days, order can only be cancelled by agreement with the Company and will incur a minimum cancellation charge of 30% of the order value.
- (c) Where stock is being bought in for the Customer based on a supplied photograph of the plant, the cancellation charge will be 100% of the order or value of goods being cancelled. If the plant is not as shown in the photograph, a full refund will be given.
- (d) Goods without defects can only be returned at the discretion of the Company and will attract a 30% re-stocking charge.

### Passing of Risk and Property

3. (a) The risk in the goods passes to the Customer on collection or delivery of the goods but the Company reserves the title to the goods until all sums owing to the Company have been paid. It is the Customer's responsibility not to neglect or mistreat the Goods supplied.
- (b) If such payment is overdue in whole or in part the Company may (without prejudice to any of his other rights) recover or resell the goods or any of them. This also applies to Customers in Liquidation or Receivership.
- (c) The Company holds no liability for any defects resulting from weather, accidents, failure to plant, failure to tend, general neglect or poor soil conditions.

### Quality

4. (a) The Company check stock quality both at the tagging and picking stage but should the Customer be unhappy with stock sent, please leave it on the lorry. If the stock does get unloaded and you are unhappy with it, defects must be reported within 72 hours of delivery and prior to planting. This must be accompanied by all documentary evidence and details in the Customer's possession and no liability shall attach to the Company unless this procedure is carried out.
- (b) The liability of the Company shall not exceed replacement of the goods shown to be defective. No complaint or claim whatsoever will be accepted in respect of goods supplied under these Conditions after such goods have undergone any type of process or in respect any loss or damage to the goods caused by or attributable to any third party who may process or otherwise handle or deal with the goods.
- (c) All plants are believed to be true to name but in the event of an error on the Company's part, the Company's liability shall not exceed the invoice price of the variety in question.

### Collections and Deliveries

5. (a) Collection and delivery dates are stated as exactly as can be at present ascertained but are not guaranteed.
- (b) If an order includes plants listed within the EU Plant Health Directive/EU Emergency Measures, and an inspection by the UK Department for Environment Food and Rural Affairs (DEFRA) is required on arrival in the UK, the Company shall not be held liable for any delay whilst procedures are completed.
- (c) The Company will use its best endeavours to ensure the goods are available on the collection or delivery date or dates specified but the time for collection or delivery shall not unless expressly agreed be of the essence of the conditions of sale.
- (d) The Customer must agree a collection or delivery date on placing the order. If the Customer does not furnish the necessary particulars in accordance with this clause the Company shall be entitled without written notice to the Customer to treat the order as cancelled and reserves the right to a figure considered by the Company to be appropriate.

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(e) Each order shall constitute a separate agreement and failure to supply the goods shall not vitiate the conditions as to other orders.

(f) Quoted delivery charges are based on the vehicle size required and customer postcode. Delivery charges include for delivery and offloading of plants up to 130L size pots to a flat surfaced area in the front of the Customer's property. For larger sized stock (over 130L) a forklift offload will be required. This will be quoted for and charged separately. Deliveries are made on the public highway. Where there is a need to come off the public highway in order to get closer to the desired point of delivery, this must be discussed at the time of placing the order. It is the driver's decision whether it is safe for that vehicle.

(g) All deliveries are accompanied by a delivery note. The customer needs to have a person available to check the delivery with our driver, sign and accept the delivery.

#### **Suspension or Cancellation of Collections and/or Deliveries**

6. If the Customer shall fail to pay the Company on the due date any sum payable or being an incorporated company shall have a receiver appointed or pass a resolution for winding up or a Court shall make an order to that effect, or not being an incorporated company having a Receiving Order made against him/her or enter into any composition or arrangement with his/her creditors or if the Customer shall commit a breach of any other obligation under these conditions, the Company may without prejudice to his other rights, either suspend further collections and/or deliveries, require payment in advance for any further collections and/or deliveries forthwith with written notice to the Customer

#### **Default in Payment**

7. Time of payment shall be of the essence. If payment is not made on the due date interest will be charged at the minimum rate of 3% above bank base rate per month provided that at no time or indulgence allowed by the Company shall prejudice any right or remedy which the Company may have hereunder.

#### **Force Majeure**

8. Collections and deliveries may be totally or partially suspended by the Company during any period in which it is prevented from or hindered or delayed in manufacturing, supplying or means through any circumstances outside the control of the Company including but not limited to strikes, lock-outs, accident, reductions in or unavailability of power at manufacturing plant, breakdowns of plant machinery or shortage or unavailability from normal sources of routes of supply of raw materials and where the goods are to be or are being supplied through the Company from any other manufacturer or supplier whether within or outside the UK in the event of a reduction or cessation in the availability of the goods or any materials or services involved in their manufacture supply or delivery for any reason whatsoever beyond the reasonable control of the manufacturer or supplier. The Company shall be under no liability to the Customer for failure to have available the goods by reason of force majeure circumstances. Where under terms of sale it falls to the Customer to arrange necessary insurance or insurances for the goods, the Company shall be under no obligation to give notice to the Customer as provided by section 32(3) of the Sale of Goods Act 1979.

#### **Legal**

9. The contract shall be governed and interpreted exclusively according to the law of England and shall be subject to the jurisdiction of the English Courts only.

#### **Assignability**

10. These conditions are between the Company and the Customer as principals and are not assignable by the Customer without consent of the Company.