

# COBLANDS NURSERIES TERMS & CONDITIONS

## 1. DEFINITIONS

In these conditions:-

"The Company" means Coblands Nurseries.

"The Customer" means the person, company, or corporation whose order for the goods is accepted by the company.

"The Goods" means the goods sold under these conditions of sale.

## 2. PLANT MATERIAL

Plant material is offered subject to remaining unsold on receipt of order. All orders are dealt with in strict rotation as from the date of receipt.

## 3. QUALITY

- All plants supplied by The Company will be to the relevant "British Standards" and in many cases will exceed that specification. The Company aim being to supply plant material to the "National Plant Specification" or above.
- Every effort is made to supply plants true to name, but when plants are lifted for despatch, should the company find stock of any size or cultivar to be exhausted or not to the required quality, the nearest size or cultivar will be supplied unless the customer advises differently or purchases under the terms of the "National Plant Specification"

## 4. COMPLAINTS

- Any claim that any goods have been delivered damaged, are not of the correct quality or do not comply with their description shall be notified by the customer in writing within seven days thereafter.
- Any alleged defect shall be notified by the customer to the Company verbally within two days of the delivery of the goods and confirmed within seven days thereafter.
- If the customer fails to give notice, as detailed in the paragraphs 4a and 4b above, the goods shall be deemed to be, in all respects, in accordance with contract and the customer shall be bound to accept and pay for the same accordingly.

## 5. FAILURES

The Company cannot be held responsible for plant failures. Customers are advised to read the guidance notes on plant establishment in the catalogue.

## 6. CLAIMS

- Any claim under paragraph 4a or 4b must be in writing and must contain full details of the claim including the type and species of any alleged defective goods.
- The Company shall be afforded reasonable opportunity and facilities to investigate any claims under this condition and the customer shall if so requested by the Company promptly return any goods the subject of any claim and any packaging materials securely packed and carriage paid to the Company for examination.
- The Company's liability to pay compensation or damages for any breach, however arising of an expressed or implied conditions warranty, or term of the contract of sale, or of any innocent misrepresentation leading to the making of such a contract, shall not exceed the Company's invoice price of goods in question; in particular, The Company shall under no circumstances be liable for any loss of profit, or any breach of any innocent misrepresentation made by The Company or on The Company's behalf.

## 7. COLLECTION OF NURSERY ORDERS

Container grown plants can be collected from our Trench Road, Tonbridge Nursery. Open ground plants are generally lifted to order. During the busy season up to five days should be allowed for the lifting of open ground plants. Popular cultivars and sizes plus hedging are normally lifted and heeled in ex-stock at Trench Road. To avoid disappointment please allow five working days notice for these plants. Every effort is made to have all orders ready for collection from Trench Road but occasionally, in the height of the season, it may be necessary to collect from our satellite nurseries. Heavy root-balled plants must always be collected from the nursery they are grown on. Please ensure that your vehicle has a cover to protect plants when collecting and protect plants on site. Trench Road nursery is open for collections Monday to Friday 08:00-13.00 and 13.30-16.30.

## 8. PRICES

All prices in this catalogue or by written quotation are ex nursery and for settlement nett 30 days from date of invoice, unless otherwise advised in writing. The Company reserves the right to alter prices without prior notice should the need arise. All prices are exclusive of VAT.

## 9. QUOTATIONS

All prices quoted, either verbally or in writing, are for supply ex nursery unless otherwise stated in writing at the time of quoting, and therefore the delivery terms stated in paragraph 12 of these conditions apply. Quotations remain valid for 60 days. The plants are offered subject to remaining unsold on receipt of an order.

## 10. PROPERTY

The Company hereby reserves the right to the property of any goods sold until payment of the prices thereof is received in full.

## 11. PAYMENTS

Payment within 30 days of invoice : Nett  
Overdue accounts, Surcharge per month : 2%

Any costs incurred in collecting overdue accounts will be paid for by the customer. Payment may be made by cash, credit or debit card, cheque or BACS.

## 12. DELIVERIES AND PACKAGING

Delivery charges vary according to order/load value and destination.

Deliveries to mainland UK:

- Deliveries from Plant Centres operate on a maximum 20-mile local area. Within this area the following charges apply:  
0-5miles : £30                      10-15miles : £50  
5-10miles : £40                     15-20miles : £60  
Inner London Surcharges (within inner ring road) + £10  
These local charges also apply for deliveries from the main despatch depot at our Tonbridge Nursery.
- Deliveries from main Despatch (Tonbridge) for further (non local) distances, within the first zone (max 70 miles) a minimum delivery charge of £75 applies.
- Deliveries from main Despatch (Tonbridge) into the second (70-120miles) a minimum delivery charge of £100 applies.
- Delivery from main Despatch (Tonbridge) into the third zone (120-200miles) a minimum delivery charge of £150 applies.
- Deliveries further than 200 miles from Tonbridge will be charged at cost.

We recommend that customers requiring small to medium sized orders visit our Plant Centres around London.

## DELIVERY TIMES

When customers request deliveries to site for specific times or morning deliveries we endeavour to meet these requests. However we do not guarantee these times and will accept no liability if these times are not met due to circumstances beyond our control.

## DELIVERY & UNLOADING

We deliver to kerbside. We take no responsibility for damage to property if customers ask us to enter their site for unloading. We expect that the customer will assist with unloading and will be equipped with suitable machinery if the load involves heavy items such as specimens, root-balled trees or pallets. We do not expect our drivers to unload single handed unless with prior notification. A charge may be made for the additional time or extra labour this will involve.

## STANDING TIME

We reserve the right to charge standing time if our vehicle is kept waiting for unloading when on site. These delays compromise our service to other customers, and are a loss of productive time for us. We reserve the right to charge standing time when customers wish to check their plants at delivery. If any omissions are subsequently discovered they can be notified in accordance with section 4.

## DELAYED OR CANCELLED ORDERS

Should customers need to postpone an order due to delays on site or elsewhere we may incur additional costs and lost productive time. If the postponement is short notice or close to the despatch date and we have already prepared the plants for despatch – collated, crated up, trolleyed etc – we will charge the customer the cost to stand down the order and re-pack at the resumption of the order. We will also charge for lost packaging materials, which cannot be re-used – cardboard collars etc. The Company reserves the right to charge 50% of the value on cancelled orders, without having to prove the cost involved in documentation and collation or orders. Customers collecting their plants late will be subject to a maintenance charge of 5% for each week or part week that collection is delayed. Return of ordered plants, which have become surplus to customer requirements, will be subject to a minimum 25% return-handling fee.

## 13. FORCE MAJEURE

The Company shall not be liable to the customer or deemed to be in breach of contract by reason of any delay in performing or any failure to perform any of The Company's obligations in relation to the goods if the delay was due to any cause beyond The Company's reasonable control.

## 14. NEW CUSTOMERS

New Customers are requested to supply two trade references and one bank reference in order to open an account. Their first order must be paid for at the time of collection/delivery. Subsequent orders are subject to confirmation of credit account and credit limit.

## 15. SPECIMEN PLANTS

The prices quoted either in this catalogue or in a quotation (be it written or verbal) are strictly ex the production site.

## 16. RETURNABLE PACKAGING

All returnable packing materials must be returned or exchanged on delivery. These include black transport trays, plant cages, Danish Trolleys, and pallets – this is a non-exhaustive list. Failure to comply will result in charges being made.

## 17. CONTRACT

These terms and conditions of sale supersede any previous and the placing of an order with The Company constitutes an understanding and acceptance of them as part of the contract of sale. None of the above terms and conditions shall be deemed to be waived or modified unless expressly agreed by The Company in writing.

**COBLANDS NURSERIES IS A TRADING NAME OF GLENDALE HORTICULTURE LIMITED**