

Cheviot Trees Ltd

TERMS AND CONDITIONS OF SALE

PLACING AN ORDER

All orders to be placed in writing, either by letter, e-mail or fax. Any orders not confirmed in writing will be fulfilled at our discretion.

Orders will be acknowledged by us in writing. No responsibility can be accepted for any errors that arise that have not been notified to us in writing before despatch of the order.

All items are offered subject to availability at time of receipt of order. Sizes indicated in the catalogue are for guidance only, and may vary with the growing season.

Prices quoted in the catalogue are ex nursery and subject to VAT where applicable. These prices may be liable to amendment without notice.

We reserve the right to amend delivery charges resulting from any volatile fuel and haulier rate changes. Fuel surcharges may be added.

ORDER POSTPONEMENT OR CANCELLATION

If an order is cancelled, either in part or whole, Cheviot Trees Ltd. reserves the right to charge up to 100% of the order value, and costs incurred due to order cancellation or postponement.

No excess stock or materials purchased may be returned for credit without prior agreement. A handling charge may apply.

PAYMENT

Payment will be required from new customers prior to despatch or collection of goods. We accept payment by credit & debit cards, BACS or cheque.

Where credit facilities have been arranged full payment of accounts is due within 28 days from date of invoice. A credit charge of 12% may be added to overdue accounts.

COMPLAINTS

Any complaints must be notified immediately and confirmed in writing within 7 days of receipt of goods. Failure to do so will nullify any complaint and acceptance of delivery will be assumed.

LIABILITY

Whilst every effort is made to supply stock of best quality, no warranty is given as to description, quality, growth or productiveness. Whilst every effort will be made to supply orders to our customer's satisfaction, no guarantee of completion by a fixed date can be given and no claim for any consequential loss will be accepted. The Company accepts no liability for loss or damage arising from the use of any information supplied. In all cases the Company's liability is limited to replacing the items at fault, or at its discretion, making an allowance not exceeding the value of the order in question. No liability for consequential loss will be accepted.

FORCE MAJEURE

Cheviot Trees Ltd will not be liable for any claim relating to its failure to supply, where this failure has arisen due to climatic, natural, accidental or any other causes beyond our control.

ACCEPTANCE OF TERMS AND CONDITIONS OF SALE

The placing of an order implies acceptance of our terms and conditions of sale.

These Terms and Conditions shall be governed by, and construed in accordance with the law of England and Wales, and the parties hereby submit to the exclusive jurisdiction of the Courts of England and Wales.

PACKAGING AND DELIVERY

PACKAGING

Small orders will be flat-packed in boxes and will normally be delivered by overnight carrier. Upon receipt boxes should be opened, and plants stood upright, if not planted immediately.

Large orders may arrive either flat packed in wooden crates, or standing upright in Correx trays on shelved metal racks – whichever is the most economical, or practical for the delivery location. Wooden crates will be left on site, unless by prior arrangement, but all metal racks must be emptied immediately at the delivery site and returned on the same lorry to Cheviot Trees. Any racks retained without agreement may be charged for at cost and, and their subsequent return transport will be at the customer's expense.

On receipt plants in wooden crates should be emptied and stood up, unless planting within 48 hrs, and plants on metal racks will simply require standing on the ground. After any period of storage following delivery, and according to time of year, plants may require to be watered before planting to ensure best results.

RE-USE & RECYCLING OF PACKAGING

For large orders delivered in Correx trays, Cheviot Trees will arrange and pay for the return of the used trays, to enable their re-use, and to avoid disposal costs. Please ensure they are flat packed, are not broken and are bundled and tied tidily to assist return carriage. They must be upliftable from a manned, post-coded address. (Minimum of 50 Correx Trays) Smaller numbers may be returned by the customer at any time to reduce waste and assist re-use and recycling.

We also accept returns of the black plastic packing bags, large bare-root packing bags and wooden crates.



HELP US TO RECYCLE AND SAVE YOU MONEY!

DELIVERY

Delivery will be charged for at cost, unless the order value is such that it qualifies for subsidised delivery. (This varies according to quantity and location). Nationwide delivery available.

Please note that although we always try to meet customer's delivery schedules, it is not always possible, and requested delivery dates cannot be guaranteed