

G-Scapes of Lichfield Ltd T/A Fullbrook Nursery

Terms and Conditions of Sale

Updated December 2022

1. These conditions ("the conditions") shall apply to all contracts for the sale of goods by G-Scapes of Lichfield Ltd T/A Fullbrook Nursery ("the Company") to the exclusion of all other terms and conditions, including any terms or conditions which any buyer ("the Buyer") may purport to apply under any purchase order, confirmation of order or similar document.
2. All orders for goods shall be deemed to be an agreement by the Buyer to purchase goods pursuant to these conditions.
3. Acceptance of delivery of the goods shall be deemed conclusive evidence of the Buyer's acceptance of these conditions.
4. Any variation to these conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Company.
5. The price shall be the Company's quoted price exclusive of VAT which will be due at the rate ruling on the date of the Company's invoice.
6. Payment of the price and VAT shall be due at time of order or within 30 days of the date of the invoice for credit Buyers (unless other terms have been agreed in writing)
7. In the event that the Buyer shall cancel the order prior to delivery the Buyer shall be liable to pay up to Seventy per cent of the price plus the VAT at the companies discretion within seven days of the date of the Company's invoice.
8. The Company will not be liable (either as a result of negligence on its part or otherwise) for any damages, losses, costs or expenses incurred by the Buyer as a consequence of any seed, seedling, plant, shrub or tree supplied:
 - either (1) exceeding or failing to achieve the spread or height normally expected of that species of cultivar.
 - or (2) failing to grow due to natural conditions or soil conditions which would normally be expected to be suitable for it.
 - or (3) failing to exhibit the flowers, fruit or foliage or other characteristics in accordance with the habit normally expected of that species or cultivar.
9. The Company reserves the right (without any liability) to:
 - 9.1. Substitute any type or species of Plant specified in the Order for any reason including whether such Plant is available, based on availability and the Buyer's requirements, in terms of timely delivery, if the variation or substitution does not materially affect the characteristics of the Goods, and the substituted Plants are of a quality equal or superior to those originally specified; or
 - 9.2. Cancel the whole or any part of an Order if suitable Plants are not available at the Delivery Date.
 - 9.3. The Goods supplied will be labelled as deemed appropriate by the Company unless the Buyer's requirements for labels are set out in the Order
10. Delivery of goods will be made to the Buyer's address on the date specified by the Company. The Buyer shall make all arrangements necessary to take delivery of the goods whenever they are intended for delivery.
11. The Buyer is responsible for the off-loading of all goods, and where rootballed trees, loaded pallets, or similarly sized or weighted goods are delivered by the company, it shall be the responsibility of the buyer to ensure that the appropriate equipment and operator are available to offload, and that the equipment and its operator comply with all legislative requirements. Where appropriate equipment and or its operator are unavailable the company shall be under no obligation to attempt to unload, and subsequent costs will be charged.
12. The Company shall not be liable for any loss or damage whatever due to failure by the Company (whether as a result of negligence on its part or otherwise) to deliver the goods or (any part of the order).
13. Notwithstanding that the Company may have delayed or failed to deliver the goods (or any part of the order) promptly the Buyer shall be bound to accept delivery and pay for the goods in full provided that the delivery shall be rendered at any time within 3 months of the date fixed for delivery.
14. The Buyer shall be deemed to have accepted the goods 48 hours after delivery to the Buyer.
15. After acceptance the Buyer shall not be entitled to reject goods which are not in accordance with the contract.
16. The Company intends to supply healthy plants and unless the Buyer notifies the Company in writing within 48 hours of delivery of the failure of any individual plant the Buyer is taken to have accepted that all the plants were healthy at the time of delivery. If the Company agrees to a claim, their liability ends at providing a replacement plant either the same or similar in characteristics, no refunds or other claims will be entertained.
17. The goods shall be at the Buyer's risk as from delivery.
18. After delivery has been made, property in the goods shall not pass from the Company until the Buyer shall have paid the price plus VAT in full and no other sums whatever shall be due from the Buyer to the Company.
19. For delivery delays past one month of the original delivery date the Company reserve the right to levy a charge of 10% of the original order cost per month to cover any plant maintenance.
20. Any delayed orders that include Bareroot or Rootball stock that need to be containerised due to the delay or are wasted due to such delays the Company reserve the right to charge for associated costs as appropriate.
21. Until property or goods passes to the Buyer, the Buyer shall hold the goods and each of them on a fiduciary basis as bailee for the Company. The Buyer shall store and maintain the goods (at no cost to the Company), separately from all other goods in its possession, and marked in such a way that they are clearly identified as the Company's property.
22. Where the Buyer rejects any goods, then the Buyer shall have no further rights whatever in respect of the supply to the Buyer of such goods or the failure by the Company to supply goods which conform to the contract of sale.
23. Where the Buyer accepts or has been deemed to have accepted any goods then the Company shall have no liability whatever to the Buyer in respect of those goods.
24. The Company shall not be liable for any default due to any weather circumstances war, strike, lock out, industrial action, fire, flood, drought, tempest or other event beyond reasonable control of the Company.
25. The Company shall be under no liability whatever to the Buyer for any indirect loss and/or expense (including loss of profit) suffered by the buyer arising out of breach by the Company of this contract.
26. In the event of any breach of this contract by the Company the remedies of the Buyer shall be limited to damages. Under no circumstances shall the liability of the Company exceed the price of the goods.
27. This contract is subject to the law of England and Wales.