



# ELVEDEN INSTANT HEDGE

## Terms & Conditions of Business

### Definitions

Seller means Elveden Farms Limited of The Estate Office, London Road, Elveden THETFORD Norfolk IP24 3TQ. Company number 2585491 registered in England & Wales

Customer means the person or company to whom this document is addressed.

### General

These terms and conditions are applicable to the supply of products made by the Seller, hereafter referred as Elveden Farms, to the buyer hereafter referred as the Customer

### Price

All retail prices are quoted in Pounds Sterling and include VAT at 20% unless otherwise specified.

All wholesale prices are quoted in Pounds Sterling and exclude VAT at 20% unless otherwise specified.

All prices are exclusive of delivery, which will be quoted for separately, unless otherwise stated.

### Payment

Payments must be made on confirmation of order. Payment must be made in Pounds Sterling only, unless otherwise specified, and by one of the following payment methods: Visa/Delta, Mastercard, Switch Payment must be received in full before any goods are dispatched.

Elveden Farms shall retain the property of the goods until full payment has been made by the Customer and has been received by Elveden Farms.

The risk in the goods shall pass to the Customer on delivery.

### Product Specification

All our hedging is grown on our nurseries in Suffolk. The species, size and length will be as specified in your order.

However, where hedging is no longer available from our own nurseries, we reserve the right to supply material of a similar specification and quality from other growers within the EU and amend prices as necessary. We reserve the right to substitute size, provenance and origin unless specifically requested by the customer at the time of order.

### Delivery

Delivery method and charges will be specified in our quote. The value shown for delivery is dependent on location and any delivery constraints you have made known to us at the time of your enquiry. It is the

Customer's responsibility to ensure that all constraints affecting timing and means of delivery are made known to our sales team when they are providing your quote as Elveden Farms cannot take any responsibility for failed or delayed deliveries due to circumstances that were unknown to them at the time the order was placed and confirmed. Any additional charges incurred will be the responsibility of the Customer.

We deliver goods by specialist contract hauliers who have worked with our products and are aware of its specialist nature.

Elveden Farms cannot be held responsible for delays in the delivery caused by a 3rd party supplier.

We will endeavour to accommodate delivery requests on short notice, but our normal minimum delivery time will be 5 working days from the date the order is placed and confirmed.

Any date or period for delivery shall be considered as indicative only. Any products not available at the time of your order will be sent to you, as soon as possible, when available for supply.

We strongly recommend that suitable machinery and professional grounds people are lined up for installation and to aid delivery of your hedging. The hedge sections will be delivered on either a trailer or small lorry, with the use of articulated lorries where the order requires and/or access allows. The delivery lorries do not have any lifting equipment as standard. Delivery of the hedges is to kerbside, front garden or to the nearest point where access allows only, drivers are unable to unload hedging on their own and are unable to move hedging once onsite.

### Order Cancellation

All order cancellations must be made in writing (via email) to Elveden Farms at least 48 hours prior to the agreed delivery date (if one has been determined). Following delivery, hedging will not be refunded due to over-ordering.

### Returns Policy

Whilst every effort is made to keep our nursery stock healthy, our liability for hedging supplied is limited to the replacement of those plants or a refund of the price paid. No Warranty expressed or implied is given as to the growth or suitability of those plants to their ultimate location.

If you are not completely satisfied, Elveden Farms must be notified in writing (via email) within 3 days of receipt of the trees. Failure

to do so will deem those goods as being accepted.

Such is our confidence in the hedging we supply that we will guarantee all our hedges for 12 months from the point of delivery, providing that the Instant Hedge planting and maintenance guidance and watering recommendations are adhered to. If you are unhappy with your hedges during the 12 months following receipt, please notify Elveden Farms of the problem in writing by email and we will endeavour to replace them or refund you to the value of the hedging purchased previously. No responsibility is accepted for replacements, as so much depends on the planting, soil and weather conditions. Elveden Farms takes no responsibility for the cost of replanting failed trees.

Our guarantee on hedges is subject to drought, flooding, vandalism, browsing damage, pest & disease damage (unless it can be shown the pest or disease originated in our nursery), poor practice or other causes beyond our control.

All refunds made will be credited to the credit or debit card from which the original purchase was made. No cash refunds will be made at any time.

### Contract

Automatic confirmation of receipt of your Order does not constitute a Contract between us. A Contract for the Sale of Goods shall only arise on the despatch of the Goods to you.

### Law

These terms and conditions shall be governed by and construed in accordance with English law. Disputes arising in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the English courts.

All items are offered subject to availability on receipt of order.

### Complaints

Should you have a complaint about any product or about our web site please address this to [hedges@elveden.com](mailto:hedges@elveden.com) or contact us by post, telephone 01842 890423 or in person at Elveden IP24 3TQ

We will review and acknowledge your complaint by email or letter within five working days. We aim to resolve all complaints within 14 days of receipt, you will receive a full reply by email or letter. If your complaint takes longer than expected to resolve, we will keep you informed of our progress as we investigate the relevant issues.