



Terms & Conditions of Business

Definitions

Us and **We** means Elveden Farms Limited of The Estate Office, London Road, Elveden Thetford, Norfolk IP24 3TQ, company number 2585491 registered in England & Wales.

You and **Your** means the person or company purchasing the Products to whom this document is addressed.

Products means the hedging plant products ordered by you from us in accordance with these Terms.

General

These terms and conditions are applicable to the supply of Products made by us to you.

You can find everything that it needs to know about us and our Products on our website or from our sales staff before you order. We also confirm the key information to each Customer in writing before the order is confirmed, either by email, in your online account or on paper.

We will either contact you to confirm we have received your order and confirm we have accepted it or, alternatively, we will only accept it when we dispatch the Products and confirm dispatch to you. Any automatic confirmation of receipt of an order does not constitute a legal contract between us.

All items are offered subject to availability on receipt of order. Sometimes we reject orders, for example, because a Product is unexpectedly out of stock or because you are located outside of the UK or our delivery areas or because the Product was mispriced by us. When this happens, we let you know as soon as possible and refund any sums you have paid.

Price

All 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. 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 and agreed in the order.

Payment

A 10% non-refundable deposit must be made on confirmation of an order.

Payment must be made in Pounds Sterling only, unless otherwise specified, and by one of the following payment methods: BACS, Visa/Delta, Mastercard, or Switch Payment.

Full payment will be required five (5) days prior to confirmed delivery date.

Products will be dispatched only after receipt of full payment.

If we are unable to collect any payment owed to us, we will not deliver the Products or, if such Products have been delivered, we will charge interest on the overdue amount at the rate of 4% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You will pay us the interest together with any overdue amount.

Elveden Farms Ltd, London Road, Elveden, Thetford, Norfolk IP24 3TQ
Tel: 01842 898423 | Fax: 01842 890070 | Email: hedges@elveden.com

VAT No. 637770804 | Company No. 2585491 | www.elveden.com



Risk and Ownership

The risk in the Products shall pass to you on delivery, after which time you are responsible for the care and maintenance of the Products. We strongly advise that our aftercare instructions are followed, available online at www.elvedenhedges.com.

Title to the Products will transfer to you once full payment has been received by Us.

Product Specification

All our Products are grown on our nurseries in Suffolk. The species, size and length of the Products will be as specified in your order. We reserve the right to supply Products of comparable specification and quality sourced from alternate growers where necessary.

We attempt to accurately represent the Products in pictures on our website and in our brochure. However, the nature of the Products means that some variation in shape, size and colour cannot be avoided, and the images used on the website are for information only.

We reserve the right to substitute size, length, provenance and origin unless these have been specifically requested by you at the time of order.

Delivery

Delivery method and charges will be as specified in the order. Delivery of the Products is to kerbside, front garden or to the nearest access point, and delivery is complete on arrival. The delivery vehicle used will range from a small van to an articulated lorry and it is your responsibility to advise of any access issues prior to delivery.

You are responsible for offloading the Products and the delivery charge includes a one hour wait time to enable unloading of Products. We strongly recommend that a telehandler and professional grounds people are used to offload the Products as each section weighs a minimum of 240KG and should not be unloaded manually. The delivery lorries do not have any lifting equipment as standard and delivery drivers are not permitted to offload Products alone.

It is your 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 we cannot take any responsibility for failed or delayed deliveries due to circumstances that were unknown to us at the time the order was placed and confirmed. Any additional charges incurred such as excessive unloading times, will be the responsibility of you.

We deliver our Products by specialist contract hauliers who have worked with our Products and are aware of their specialist nature. We will not be held responsible for delays or additional costs arising from the delivery caused by a third party supplier, haulier or contractor and are not liable for any losses caused due to a delay in delivery arising out of any cause beyond our control.

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

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.

If you request that we delay delivery of the Product beyond the agreed delivery date, we will use our endeavours to accommodate such delay, but will be entitled to charge a maintenance fee to maintain the Products until delivery. Notwithstanding our efforts, we shall have the right to resell the Products to a third party if the delay continues beyond a period of time which we consider to be unreasonable.

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Order Cancellation

All order cancellations must be made in writing (via email) to us at least 48 hours prior to the agreed delivery date (if one has been determined) and the 10% non-refundable deposit will be retained on all cancellations. From the time which is 48 hours prior to the agreed delivery, no refunds will be available.

Returns Policy and Liability

Whilst every effort is made to keep our nursery stock healthy, our liability for Products 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 with the Products, we must be notified in writing (via email) within three (3) days of delivery of such Products. Failure to do so will deem those Products as being accepted by you.

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.

We will not compensate you for all losses caused by us or our Products. We are responsible for losses you suffer caused by us breaking this contract unless the loss is: (i) unexpected and not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable); (ii) caused by a delaying event outside our control; (iii) avoidable in that something you could have avoided by taking reasonable action, including following our reasonable instructions for use; or (iv) a business loss (if the Product is being purchased in the context of your trade, business, craft or profession).

Data Privacy

How we use any personal data you give us is set out in our Privacy Notice which you can find at www.elvedenhedges.com.

Complaints

Should you have a complaint about the Products or about our website please address this to hedges@elveden.com or contact us by post, telephone 01842 890423 or in person at Elveden Instant Hedges, Estate Office, London Road, Elveden, Suffolk, IP24 3TQ within three (3) days of delivery of such Products. Please ensure that complaints about Products include photos of the Products in question.

We will review and acknowledge your complaint by email or letter within five (5) 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.

General

You can only transfer your contract with us to someone else if we agree to this. Nobody else has any rights under this contract. This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

If a court invalidates some of this contract, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

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Even if we delay in enforcing this contract, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you are not allowed to, but that does not mean we can't do it later.

Law

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

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