

Hardy's Trade Account Terms and Conditions

Thank you for choosing Hardy's to supply your plants. We look forward to working with you.

See our website www.hardysplants.co.uk for more information about our plants and nursery. Our website has a Plant Finder to help you find stock. We have a wide selection of plants for dry and moist shade, plus marginal sites and an expanding range of grasses.

If a plant is showing as 'Out of Stock' or 'Currently unavailable online' it's always worth giving us a call as we may still have a few plants on the nursery.

Trade Availability List

Our current availability list includes all plants growing on the nursery at the time the list is produced. Some plant material may need rooting down before we can dispatch it to you, but this will be communicated to you at the time of your quote. We will highlight that stock which is yet to be ready for planting in our quotation.

Your customer code Upon acceptance for a trade account with us. You will be issued with a customer code which relates to your trade account with us. This customer code is unique to you and your business and cannot be used by clients or other parties.

You need to tell us your customer code so that we can:

- Quote and charge the correct amount for purchases,
- Provide the necessary plant passport information as is legally required of us and of you.

Quotations and orders

To request a quotation or place an order please:

- email us: hardysplants@gmail.com
- or use the 'Contact Us' button on the website.

It is not possible to place a trade order our website as trade prices are not listed and your trade discount cannot be applied.

Please tell us that you are a trade customer and quote your unique customer code when you're talking to us in person, over the phone or via web and email contact, so we can direct you to the Trade and Landscapers team. You can always visit us at our nursery shop to view and purchase our saleable stock.

If visiting us and buying in our nursery shop. Please quote your unique customer code so that our team can assist and charge you the correct price upon check out in the shop and ensure you receive the plant passport information. If you're looking to buy a particular plant or large quantities through the shop, please contact us before visiting. See our website for the shop's opening times.

Quotations We aim to respond to a request for a quotation within 2 to 5 working days. If you've not received a response in this timeframe, please call us to make sure we received your original request. All quotes are offered subject to stock being available on the day you place your order.

Substitutions We will not make any substitutions without your agreement. If we are to make a substitution we will contact you before we do so.

Orders Once you have placed your order we will send final confirmation of the stock available and allocated to your order.

Please allow 3 working days for us to gather your order for collection and/or delivery.

We can only hold your order at the nursery for a maximum of 3 weeks unless we agree a different time frame. This is due to space constraints. If plants are not collected within the agreed timeframe we regard this as a cancelled order. All cancelled orders are subject to gathering and restocking fee. On the rare occasions where stock is not as yet ready for sale, but has been allocated to you. We will defer delivery until such time as the stock is ready for planting.

During the busy show season May – September, we reserve the right to put on hold quote requests and sales in order to manage our workload. We will notify you if this occurs.

Prices and discount All trade prices and delivery charges are inclusive of VAT at the prevailing rate. Your trade discount will be applied to the total cost of plant material.

Delivery charges are exempt from the trade discount, as is growing media and metal-work. Trade prices and discount apply only to orders made by you. Your customers cannot order from us directly or use your discount or trade account.

Delivery We can quote for delivery to you via our own transport. During show season May – July, we have very limited driver and vehicle availability. But do talk to us and we'll try to help.

Delivery charges depend upon the size of vehicle required, total distance travelled and the time taken for the return trip including offloading.

Delivery via our mail order courier

Alternatively, we can send your plants overnight by courier. For smaller orders and those sent over a long distance, this can be the most cost-effective option.

We will supply you with a delivery quotation for your approval prior to sending your order.

Plants that have grown tall may need to be cut down in order to be sent via mail order.

Due to the very large volume of plants being sent out via mail order it is imperative that you confirm your final order at least one week before the plants need to be despatched. Failure to allow for this could mean your plants arrive later than you need them.

Acceptance of order

Upon delivery, you should undertake an immediate inspection. Any damages, errors, shortages or complaints detected at the time of the delivery should be advised to us within 4 hours of receipt of the product (or by 8am the following day if the delivery is after 2pm). If you do not inform us of any issues within this timeframe you are deemed to have accepted the goods. Before collection, you should undertake an inspection of all plant material. Once taken from the nursery you are deemed to have accepted the goods.

Goods damaged or lost in transit

Contact us immediately if the goods do not arrive as expected or have been damaged in transit.

Keep any packaging, take photos of the box and contents showing the condition in which they arrive.

Do not sign for parcels which appear damaged without inspecting the contents first. Sign for as 'contents damaged'

Guarantee/ Warranty

We do not offer a warranty on plants as they are classed as 'perishable goods' and we cannot be held responsible for their care once they've left the nursery. If you are not satisfied with your plants at collection or upon delivery, contact us immediately by phone and follow up in writing with photographs. We will treat all complaints fairly. This does not affect your statutory rights as a consumer.

Plant health

All plants are checked prior to collection or delivery and to the best of our knowledge are in good health. Once the plants have been accepted and signed for Hardy's accepts no responsibility or liability for any subsequent infection or symptoms that develop on the plants or any issues arising from the plants.

Poisonous plants

Our label details those plants which we know to be particularly poisonous. Where there is no such indication this does not mean the plant is not poisonous. All plants should be considered as potentially poisonous. We accept no responsibility or liability once plant material has been accepted by yourself. We strongly advise trade customers to conduct a risk assessment on any planting schemes and provide this to their client .

Incorrect plants We take care to ensure we supply the right plants to you. If we've inadvertently supplied the wrong plant, please contact us immediately.

Returns and refunds We do not accept returns for bio-security reasons. We will consider refunds if the plant has been sent in error, is short on quantities, is damaged or lost. If you are seeking a return or refund, please contact us immediately. This does not affect your statutory rights as a consumer.

Payment terms and conditions.

Plant materials remain the property of Hardy's Cottage Garden Plants until paid for in full. We may require a deposit which is 10% of the total order plus VAT. This will be deducted from your final bill, unless you subsequently cancel the order, when it will be retained by us to cover our gather and restocking costs. Unless otherwise agreed with you we will request payment before or upon collection or delivery of the plants. We understand and will exercise our statutory right to interest under the Late Payment of Commercial Debts (Interest) Act 1998 (as amended) if we are not paid according to agreed credit terms. We do not offer credit accounts.

Cancellations of orders

Following the allocation of stock to you, should you cancel your order we will charge a fee of 10% of the total order value + VAT at the prevailing rate to cover our gathering and restocking costs. This charge will apply if you cancel the order once confirmed and/ or if you fail to collect your plants within the agreed time frame. If you have paid a 10% deposit and cancel we will retain your deposit. Should you cancel part of the order, you will be charged 10% + VAT at the prevailing rate of the value of the plants which are cancelled.