

FULL TERMS & CONDITIONS

1. New credit customers are to complete a credit application form, payment in advance will be required for the first order.
2. All varieties in our list are offered subject to availability at the time the Company receives an order.
3. Prices stated are wholesale ex-nursery and subject to change without notice. Prices are exclusive of VAT.
4. The Company hereby reserves the property in any goods sold until payment of the price therefore is received in full.
5. Payment within 30 days of the end of the following month. We reserve the right to charge interest on overdue accounts at 8% plus the Bank of England base rate in accordance with the statutory interest rate. The time within which the buyer is to pay for any goods shall be the essence of this contract.
6. We may agree to allow you to delay your delivery, however this cannot be guaranteed, where we do agree the following shall apply:
 - (i) A charge for the holding of stock will be agreed and applied.
 - (ii) Any stock that has been sent by us but then subsequently held for offloading by our couriers will incur additional holding and re-delivery charges.
 - (iii) If stock is held elsewhere due to your failure in taking the delivery sent (e.g couriers' trailer) we will recall this stock immediately and you will be liable to pay the full cost of stock in addition to the holding charges and return delivery fees.
7. You may not cancel the order unless we agree to this in writing:
 - (i) If the order is cancelled (for any reason) you are to pay us for all stock that we may hold (or to which we are committed) for the order.
 - (ii) If your cancellation is accepted, then you can have no further claim against us under that contract
8. Cost of carriage will be borne by the buyer in accordance with our transport costs as detailed on the website.
 - (i) Any time or date named by the seller for delivery is given and intended as an estimate only and the seller shall not be liable to make good any damage or loss whether arising directly or indirectly out of any delay in delivery.
 - (ii) The said goods shall be delivered by the Company to the buyer at the buyer's place of business or as otherwise requested PROVIDED nevertheless that from the time of despatch hereof from the sellers premises and until such delivery the risk of any loss or damage to or deterioration of the said goods from whatever cause arising shall be borne by the buyer.
9. Any complaints must be in the first instance telephoned or emailed to sales@crowders.co.uk within 72 hours of the receipt of the goods by the buyer. If the buyer shall fail to give such notice, the goods shall be deemed to be in all respects in accordance with the contract and the buyer shall be bound to accept and pay for the same accordingly.
10. No responsibility will be accepted by the company for damages/losses arising out of causes beyond its control.
11. The Company may deliver the goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the contract. Each instalment shall be a separate contract and no cancellation or termination of any one contract relating to an instalment shall entitle the buyer to repudiate or cancel any other contract or instalment.
12. Notwithstanding that a sample of any goods may be exhibited to and inspected by the buyer it is hereby declared that such sample is exhibited and inspected solely to enable the buyer to judge for himself the quality of the bulk and not so as to constitute a sale by sample under the contract. The buyer shall take the goods at his own risk as to their corresponding with the sample or as to their quality of sufficiency for any purpose.
13. In the event of war, invasions, act of foreign enemy, hostilities (whether war has been declared or not), civil war, rebellion, revolution, insurrection or military or usurped power the seller shall be relieved of liabilities incurred under this contract wherever and to the extent to which the fulfilment of such obligations is prevented, frustrated or impeded as a consequence or any such event or by any statute, rules, regulations, orders or requisitions issued by any government department, council or other duly constituted authority or from strikes, lock-outs, breakdown of plant or any other causes (whether or not of a like nature) beyond the sellers control.
14. The proper law of any contract made with us shall be the Law of England.
15. Arbitration Clause - Any dispute under the contract shall be referred to an arbitrator or arbitrators to be appointed by the parties or in default of the agreement by the President of the Horticultural Trades Association for the time being and his or their decision shall be a submission to arbitration within the Arbitration Act 1950 or any statutory modification thereof for the time being in force.
16. Liability - Whilst every care will be taken to ensure that customers instructions are adhered to, the Company will not be liable for any incorrect pricing howsoever caused. Responsibility will be limited solely to the supply of a replacement correctly priced label, if requested.
17. Buyers shall be deemed to accept the above Conditions as part of the Contract of Sale by placing an order with us. None of the above Terms and Conditions of Sale shall be deemed to be waived or modified unless expressly agreed by us in writing.