

How to Order

TO ORDER

- Please use the order form enclosed for stock lines. Copies can also be downloaded from our website www.fouroaks-nurseries.co.uk
- To “Order Lines” highlighted in green script in the catalogue to be ordered using separate order form
Please Email or Fax for copy of “to Order Lines”
- Confirmation of telephone orders should be clearly marked “Confirmation” to avoid duplication.
- Orders can be placed by telephone between 9am and 5pm Monday to Friday , by fax 24 hours, or by email: cashcarry@fouroaks-nurseries.co.uk
- A written confirmation of order will be sent to you. Please check carefully.

COLLECTION

- Orders for collection must be placed a minimum of one week in advance.
- A minimum order of £50 plus VAT per visit is applicable.
- Whilst Cash & Carry endeavours to hold in stock as wide a range of plants as possible, if you require specific items we recommend that you order in advance or telephone prior to your visit.
- Please phone prior to collection date to ensure your order is ready.

DELIVERY

- All prices shown in the order form are collected prices from the Cash & Carry in Cheshire.
- Please contact the Cash & Carry should you require delivery of the product. This will be dependent on the quantity required and the delivery area.
- Delivery costs will be additional to the list prices.

Please remember that whilst we make every effort to ensure that your order is completed in the week requested, the nature of the product may mean that on occasions and due to circumstances beyond our control, we may have to vary collection or delivery dates or substitute an item. Orders can only be accepted on this basis. For more information, please read the terms and conditions.

PRICING

- All prices are exclusive of VAT and this should be added to orders, except on vegetables which are zero rated for VAT purposes.

PAYMENT

- All cheques payable to Four Oaks Nurseries Ltd.
- We now accept all major credit cards.
- For more details, please refer to Terms and Conditions.

Terms and Conditions

1. This catalogue replaces all previous issues.
2. These Conditions of Sale are incorporated into every order for plants advertised in this catalogue and on acceptance of any such order are terms of the Contract of Sale. In the event of inconsistency between these Conditions and any order form or purchase note delivered to us in respect of an order, these Conditions shall prevail.
3. Any Contract of Sale is made on the assumption that plants of the variety and type specified in the Contract will be available on the date of despatch and the Contract is conditional upon the availability of such plants at the time specified for despatch. In the event of such plants not being available for whatever reason, we reserve the right to substitute alternative varieties.
4. The property in the plants will pass to the buyer when we deliver them to the buyer and the plants are at the buyer's risk when the property so passes.
5. All reasonable steps will be taken to ensure that delivery is effected at the agreed time, but we cannot accept any liability for any loss arising from delayed delivery however it may be caused.
6. Should any of the plants supplied fail to comply in quantity, quality or description with the particulars of the order we shall be liable to replace the defective plants with other plants which are in all respects in accordance with the order or if such goods are not available, refund the purchase money in respect of the defective plants, but we shall in no circumstances be liable in respect of any other loss incurred by the buyer as a consequence of the supply of the defective plants. **That notice be given in seven days is a condition precedent to any liability on our part unless the buyer can establish that the defect in the plant had not become apparent within that period.**
7. We try to ensure that the plants are reasonably free of disease or infection but should diseased or infected plants be supplied against any order, the buyer must give notice in writing to us immediately the presence of such disease is suspected or discovered, or ought with reasonable care to have been suspected or discovered. Subject to us being satisfied that the disease or infection existed at the time of despatch and materially affected the plants, and did not arise through any other cause, we shall at our option replace materially affected plants or refund the purchase price of such plants but shall incur no other liability in respect of any consequential loss of whatsoever nature arising out of the supply of such plants.
8. All prices are subject to alteration without notice.
9. We reserve the right to sell at reduced rates should a surplus occur at any time.
10. Varieties listed with the suffix P are subject to a royalty required by the respective Plant Breeder, and are fully protected under the Plant Breeders' Rights Act. The placing of an order for these protected varieties constitutes an acceptance of the conditions of the Plant Breeders' Rights scheme. Propagation is not permitted without a licence agreement. The appropriate royalty as detailed under each variety list will be added to the price charged for these varieties. The Breeder or his representative has the right to inspect your premises and / or your books to verify that no illegal propagation has taken place.