

## TERMS AND CONDITIONS

This website ([www.olivegrovenurseries.co.uk](http://www.olivegrovenurseries.co.uk)) is operated by Olive Grove Nurseries. By purchasing goods from Olive Grove Nurseries, you enter a legally binding agreement using our terms and conditions listed as below. Please read and understand our terms and conditions prior to submitting your order as they will affect your rights and liabilities.

All rights, including copyright, of this website are owned by or licensed to Olive Grove Nurseries except where otherwise stated. Any use of this website or its contents, including copying it or storing in whole or part, other than for your own personal, non-commercial use is prohibited without the permission of Olive Grove Nurseries.

### DEFINITIONS:

The Seller: Olive Grove Nurseries

The Customer: the person placing the order with Olive Grove Nurseries

The Website: [www.olivegrovenurseries.co.uk](http://www.olivegrovenurseries.co.uk)

The Conditions: the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by Olive Grove Nurseries.

The Contract: The agreement between the seller and the purchaser for the supply of our goods.

Delivery date: the date specified by the Seller as to when the Products are to be delivered.

Products: those goods specified.

Price: the price displayed for the products.

### BASIS OF THE SALE

We at Olive Grove Nurseries aim to provide our customers with a quality product and service.

Our plant sourcing network covers the UK as well as many European and Mediterranean suppliers whom we visit regularly to hand-pick our stock selection.

### ACCURACY OF CONTENT

We have taken every care in the preparation of the content of our website [www.olivegrovenurseries.co.uk](http://www.olivegrovenurseries.co.uk) and aim to ensure that all prices quoted are correct at the time of publishing and that all of our products have been fairly described, however, we can not be held responsible for the care and attention given to any plants after their purchase and any advice given on our website is for informational purposes only.

### PRICES AND SPECIAL OFFERS

The price against each of the products on the website will be the price that you pay at the time that we receive your order.

All prices quoted exclude delivery charges and VAT unless expressly stated.

### PAYMENT

Payments can be made by:

Cheque - made payable to Olive Grove Nurseries. Please note that orders will not be despatched until funds are cleared.

Debit Card or Credit Card, using a secure payment gateway. Payment will be taken from your card at the time of committing to your order.

Cash on Delivery.

### PACKING

Larger plants are palletised and wrapped for protection and smaller plants are wrapped and packed in a strong cardboard box. All items will be shipped by courier. As plants are living, they require constant watering and maintenance depending on the time of year. We ensure that all container grown plants and trees are checked by a member of staff, well fed and watered before being despatched to the customer.

### DESPATCH

All orders will be despatched by courier within 1-3 working days of Olive Grove Nurseries receiving and acknowledging your order.

If urgent deliveries or specified dates are required, please contact our Customer Service Department on 01832 720430 Wednesday to Sunday, between 10.00am and 5.00pm.

All customers will be notified by email when their goods have been despatched from stock. This email will contain the method of transport used and the couriers tracking reference.

In the case of adverse weather conditions we reserve the right to delay the date of despatch of our goods.

Delays may also arise if our usual delivery systems are disrupted by third party strike action.

Customers will always be notified by email of any delays.

### DELIVERY

Olive Grove Nurseries will only deliver to physical addresses and not to PO boxes.

A complete delivery address, including the correct postcode must be given at the time of order, together with a contact telephone number. We cannot be held responsible for lost items if we have followed your instructions.

We send plants to the UK mainland, Northern Ireland and Offshore Islands, including Isle of Man, Channel Islands & Isle of Wight.

Delivery charges vary depending on location and the total order value. We will always try to keep delivery costs as fair as possible and selecting the correct delivery option will prevent any delay.

If you have any questions, or would like help to confirm exact delivery costs, please contact us at [info@olivegrovenurseries.co.uk](mailto:info@olivegrovenurseries.co.uk)

As a guide we offer the following delivery choices:

Zone 1:

Zone 2:

Zone 3:

Zone 4:

Courier deliveries will be delivered to the nearest accessible point at the driver's discretion.

Please be aware that if a third party courier is used, there will normally only be one driver for deliveries and due to the size and weight of certain products assistance may be needed for the safe unloading of your goods.

#### ACCEPTANCE OF THE PRODUCT

All items sent out by Olive Grove Nurseries will require a signature on delivery, unless you specifically request that the items be left somewhere safe. By signing for the delivery, you will be agreeing to the carriers Conditions of Carriage and will accept that the goods have been delivered in a satisfactory condition. If you are unsure in any way, either mark the delivery note accordingly or reject the items as "damaged goods"

If you specify that items are to be left somewhere safe, then you will be accepting responsibility for any items that are damaged or stolen and Olive Grove Nurseries or the carrier will not accept liability under these circumstances.

#### COLLECTION

Customers wishing to collect plants direct from our nursery should select this method at the time of placing their order. Please allow us a minimum of 24 hours to process your order prior to collecting your goods. Our opening hours for collections are Wednesday to Sunday, 10am to 5pm and prior arrangements must be made with us regarding an estimated time of collection.

Goods for collection will be held for 7 days. Any orders which have not been paid for or collected within the 7 day period will be automatically cancelled by Olive Grove Nurseries.

#### CANCELLATION

If for any reason you wish to cancel your order, please contact our Customer Service Department on 01832 720430 Wednesday to Sunday, between 10.00am and 5.00pm.

Any orders that have not been despatched will be cancelled immediately and if payment has been made, a full refund will be given.

Any orders that have already been despatched must be returned to us using our returns procedure as detailed below. Refunds will be given for the price of the product only, all delivery costs must be met by the purchaser.

#### RETURNS

We hope that you will be entirely satisfied with your purchase from Olive Grove Nurseries, but if for any reason you wish to return an item to us as faulty, damaged or unsatisfactory, please contact our Customer Service Department on 01832 720430 Wednesday to Sunday, between 10.00am and 5.00pm. Please note that we can only accept returns that are agreed by us.

Although our goods are checked and carefully packaged prior to leaving our premises, there may still be occasions when our products are damaged in transit. On this occasion, Olive Grove Nurseries will offer a full refund, including postage and delivery costs or issue you with a replacement product, providing the goods are returned back to us within 7 days of the date of receipt.

In the unlikely event that goods are unsatisfactory, Olive Grove Nurseries will offer a full refund or issue you with a replacement product, providing the goods are returned back to us within 7 days of the date of receipt, with its original packaging and in perfect condition. Return postage costs must be met by the purchaser.

All returned goods remain the responsibility of the purchaser until they are received by Olive Grove Nurseries. We recommend that your return the goods back to us by a courier or guaranteed service. Once received, and checked, we will initiate the agreed refund/exchange for the value of the goods.

Please send all returns in original packaging to:

Olive Grove Nurseries

Oundle Road

Polebrook

Northants

PE8 5LQ

#### WARRANTIES, LIABILITY AND INDEMNITY

Olive Grove Nurseries supply the highest quality trees and plants and pack them with great care prior to despatch. In the unlikely event that you are not entirely satisfied with your purchase, please follow our returns procedure.

We will take all reasonable precautions to keep the details of your order and payment secure, but, unless we are negligent, we cannot be held liable for any losses caused as a result of unauthorised access to information provided by you.

Olive Grove Nurseries shall be under no liability for any delay or failure to deliver products by a specified date or perform any obligation as specified in these terms and conditions, whether directly or indirectly, by circumstances beyond its reasonable control.

#### SECURITY AND PRIVACY

Olive Grove Nurseries are committed to protecting your privacy and we respect any information that you disclose on our website.

We do not sell, trade or give your personal information to others and we do not disclose any information about your individual visits to our website or any information that may be held on our system to any outside or third party companies.

We know of no documented cases of fraud using our shopping service over the internet. If you do suspect any fraudulent use, please contact us immediately at:

Olive Grove Nurseries

Oundle Road

Polebrook

Northants

PE8 5LQ

Telephone: 01832 720430

Email: [info@olivegrovenurseries.co.uk](mailto:info@olivegrovenurseries.co.uk)

All payments taken via our website will be through a secure payment gateway and all credit card details will be SSL 128-bit encrypted. Credit or debit card payments taken via our website will not be taken by or held on record by Olive Grove Nurseries.

If you have chosen to be included in our mailings, product mailings will be sent only by ourselves and not through any other third party. You may opt out of any future mailings by sending an email to [info@olivegrovenurseries.co.uk](mailto:info@olivegrovenurseries.co.uk) at any time.

#### COMPLAINTS

At Olive Grove Nurseries, we aim to offer our customers a high quality product and service. It is important for the success of our company that we get to know immediately should you not be satisfied with any aspect of our business. Any complaints or even suggestions for further improvements of our products, service or website should be sent to:

Olive Grove Nurseries

Oundle Road

Polebrook

Northants

PE8 5LQ

Telephone: 01832 720430

Email: [info@olivegrovenurseries.co.uk](mailto:info@olivegrovenurseries.co.uk)

We will endeavour to answer all customer complaints within a 3 day period.

#### PLANT IMAGES AND ILLUSTRATIONS

All images and descriptions are for illustrative purposes only.

The actual condition of individual plants may vary depending on the time of year, the weather and the growing conditions at that time.

#### TRADE ORDERS

Trade or Wholesale orders from the United Kingdom are welcomed, providing certain criteria are met.

Please contact our Customer Service Department on 01832 720430 for further details or to arrange for a trade account to be set up or complete our online application.

#### OVERSEAS ORDERS

Unfortunately, we cannot accept overseas orders at present.

#### LINKS

Olive Grove Nurseries cannot be held responsible for the content of websites linked to us or from us and accept no responsibility whatsoever for their content.

Our Distance Selling Contract is governed by the laws of England and Wales in English.

We recommend that you print out a copy of our terms and conditions for your future reference. If you have any questions regarding our web site please contact us at [info@olivegrovenurseries.co.uk](mailto:info@olivegrovenurseries.co.uk)