

Terms and Conditions

1. Basis of sale

- 1.1 We supply only healthy well rooted plants in 9 cm pots. Plants will not be dispatched until we feel they are ready to be planted into the garden.
- 1.2 All plants supplied will be true to the variety specified in your order.
- 1.3 While we make every effort to display a photograph that is truly representative of the variety, colour will not always be 100% true.
- 1.4 If we are unable to fulfill your entire order due to varieties being unavailable we will contact you to discuss substitutes, delay in dispatch, or refund. Therefore please provide us with all necessary contact details (telephone and email).

2. Delivery

- 2.1 We can only accept orders through this website for addresses based in mainland Britain. People wishing to place an order for delivery outside of this area (including Scilly Isles, Isle of Wight, Isle of Man, Scottish Islands, Northern Ireland and EU) ,please contact us.
- 2.2 We are unable to send orders outside the EU.
- 2.3 Delivery within mainland Britain is charged at the following rates:
 - 1 - 6 plants - £ 6.00
 - 7 - 16 plants - £ 9.00
 - 17 - 32 Plants - £12.00
 - 33 + Plants - £15.00
- 2.3 **Our dispatch season runs from late March to late June.**
- 2.4 All parcels are dispatched on Mondays, using (where ever possible) Royal Mail First Class. Larger parcels will be sent via G Force Express Parcels. Parcels sent by courier require a signature on delivery; unless you have stated a safe place where they can be left.
- 2.5 Special instructions requested by any customer such as (leave in porch if no one home) will be done with the understanding that if such parcel goes missing we can not be held liable for such loss. We will do what we can , if anything , to retrieve the parcel but no guarantee is made.
- 2.6 If any order is returned to us, through no fault of our own, we will not be responsible for bearing the cost of re-shipping the order. The cost of re-shipping any order will be the responsibility of the customer or we will refund the cost of the products purchased ONLY and not the cost of the original shipping.
- 2.7 In the event of bad weather dispatch may be delayed.

3.0 Payment Terms

- 3.1 Due to the nature of Paypal (our payment gateway) your account will be debited at the time that you place your order. Please note that there maybe

several months delay between taking payment and dispatch of your plants, as we only dispatch plants between the end of March and the end of June.

3.2 Payments by cheque will not be dispatched until 2 weeks prior to dispatch.

3.3 Payment for the full order amount must have cleared before dispatch, failure to do so may result in the delay or even cancellation of your order.

4.0 Returns Policy

4.1 The plants we supply are inspected before dispatch to ensure that they are of the highest quality and are packaged carefully to ensure that they are not damaged in transit. Upon arrival unpack all plants immediately and follow the cultivation notes provided. If you receive a plant that you are unhappy with please contact us. All discrepancies must be raised within 7 days of receiving the plants.

4.2 You have a right of cancellation under The Consumer Protection (Distance Selling) Regulations 2000 (as amended) which you may exercise by giving notice to us in writing or other durable medium that it is your intention to cancel the contract within seven working days beginning with the day after the day on which you receive the goods. In which event you must return all of the plants to us, undamaged, in their original packaging, at your own cost. If you cancel your contract to purchase plants in this way we will refund your payment less any charge we are entitled to make for the costs of recovering the plants concerned. We would draw to your attention the duties of purchasers who cancel distance purchases under Regulation 17 of these Regulations.

5.0 Copyright

5.1 All the written, design and photographic content of the website with the selection and arrangement of it and all software compilations are our copyrighted property or of the people who have granted us the right to use it and is protected as such. All rights reserved.

5.2 None of this matter may be used without our written permission. You may download or print a single copy for your own non-commercial off-line viewing.

6.0 Privacy

6.1 In placing an order with us it is necessary for us to ask you for an email address a telephone number and a postal address. We promise never to give out this personal information to any third party unless we are legally required to do so. We would like to send you from time to time information about our plants by either email or post. If you do not wish to receive such communications please email us at flowers@boutsviolas.co.uk.

7.0 The information contained within this web site and online store are, to the best of our knowledge, correct at the time of publishing. Whilst every effort is made to ensure the prices and sizes are accurate to specification, Wildegoose Nursery home of Bouts Violas reserves the right to change, modify, substitute or remove without notice any information on this site.