

Terms and Conditions

- 1. General**
 - 1.1 In these conditions of sale:
 - (a) The company means Creative Landscape Company Ltd.
 - (b) The nursery means The Big Plant Nursery
 - (c) The customer means any person contracting with the company for the supply of products or services.
 - (d) These conditions may only be modified by a variation in writing signed on behalf of the company by a Director.
 - (e) Making a purchase will be taken as agreement to these conditions of sale.
- 2. Hardy Plant Guarantee**
 - 2.1 All hardy plants purchased (excluding sale goods) are guaranteed for the first three months from purchase against failure due to unidentifiable causes subject to:
 - (a) The company being advised at the first sign of any problems and as a result inspecting the plant if necessary.
 - (b) Plants and Trees must be suitably sited, planted, staked and irrigated in order to be covered by the guarantee.
 - 2.2 In the case of unidentifiable failure, we will replace the plant free of charge, or refund the purchase price, on evidence of the original purchase (receipt) being provided.
- 3. Our commitment**
 - 3.1 We guarantee that all our stock is healthy and ready for planting at the time of supply.
 - 3.2 All information and advice provided is provided at no cost and to the best of our knowledge with the understanding that no site visit has been made.
- 4. Supply of Products**
 - 4.1 All products are sold on the understanding of the following:
 - (a) No warranty is given or implied by law as to the quality or suitability of products supplied by the company, except as stated in writing by the company.
 - (b) The customer fully understands that plants are a living material and therefore an ever-changing product.
 - (c) The customer fully understands that plants are a perishable product and will deteriorate in quality if not provided with the appropriated aftercare.
 - (d) The customer will provide adequate levels of water from the point of delivery to maintain the quality of the plant(s) and promote healthy growth and establishment.
- 5. Refund and Exchange Policy**
 - 5.1. An exchange or credit note will be given to any customer if they change their mind for plants that have not left the Nursery premises within 7 days of purchase.
 - 5.2. We are unable to exchange plants that have been removed from the Nursery premises.
 - 5.3. The customer agrees that the quality of the plant is satisfactory at the point of purchase.
- 6. Delivery**
 - 6.1. Delivery is normally within 1-2 weeks.
 - 6.2. Standard delivery is within a 20 mile radius of the nursery.
 - 6.3. The customer understands that the Nursery can only guarantee delivery to the front of the property. Any other delivery location should be requested in advance and may incur additional cost.
 - 6.4. If a customer wishes for any vehicle to leave the public highway and enter their property or premises of delivery then the customer accepts liability for any damages caused to the property, vehicle or other.
 - 6.5. If the company cannot gain access to the delivery address at the pre-arranged delivery time, then additional costs may be incurred and shall ultimately fall to the customer.
 - 6.6. If there are any access problems, it is the customer's responsibility to inform the nursery of this no later than 2.00pm the day prior to delivery.
 - 6.7. It is essential that the customer, or somebody appointed by the customer, be at the delivery point to accept the delivery, check the goods and sign for the delivery. If there is no one to receive the delivery no liability for any loss or damage to the products following delivery will fall to the company.
- 7. Planting**
 - 7.1. We offer an establishment guarantee of 3 months on all stock we have supplied and planted. Deciduous items planted outside the growing season (from September through to March) have an extended guarantee to the end of the May.
 - 7.2. Our guarantee policy:
 - (a) The above establishment guarantee is subject to certain conditions described below. In the rare occurrence of plant failure we will do our utmost to replace the plant with one of the same specification. Where exact replacements are not available an alternative choice will be offered. We will remove the original plant and replant the new one in its place at no extra charge.
 - (b) All trees must be secured using a stake and tie at the time of planting.
 - (c) This warranty does not cover malicious damage, vandalism and/or failure by the client, his employees/staff or subcontractors to provide adequate water to the plant(s) during the course of the warranty period. Acts of God such as storm, excessive wind, flooding, drought, earthquake and the like are not covered by the warranty.
 - (d) For plants that are selected by the customer or the customer's agent that are unsuitable for the soil, location or conditions in which they are planted, this guarantee does not apply. We will always try to advise as accurately as possible however all advice given is given to the best of our knowledge and without a site visit.
 - (e) Damage by pests and diseases is not covered.
 - (f) At no time will The Company be responsible for more than the value of the original plant(s) and delivery.
 - (g) All sale items are sold without this guarantee. This includes sale items planted by us.
 - 7.3. We will do our best to plant where the customer instructs us to however if planting is attempted and deemed not possible due to, including but not limited to, underground obstructions, inappropriate planting conditions or roots, we will discuss this with the customer. Should we be unable to make contact then the customer will become liable for any re-delivery and/or re-planting charges.
- 8. Collection**
 - 8.1. At the Company's discretion Items may be purchased and collected at a later time.
 - 8.2. All items left at the nursery are to be collected within three weeks of purchase unless otherwise agreed in advance.
 - 8.3. The customer fully understands that the product may change in quality and condition in the period between purchase and collection and fully accepts any change.
 - 8.4. Any items left for a period longer than six weeks from date of purchase will be returned to stock and a credit note issued for the full purchase value of the plants.
- 9. Joining the Club and using your Card**
 - 9.1. If you apply to join The Club or use a Club Card you automatically accept these Conditions.
 - 9.2. Your name and e-mail address must be provided for a Club Card to be registered.
 - 9.3. Your Club Card is issued by, and remains the property of, The Company. It must be returned on request or destroyed when no longer valid for use. Your Club Card is not and must not be used as a credit Club Card, guarantee Club Card or as any other form of security against sums you might owe to third parties.
 - 9.4. If you do not register your Club Card you will not be able to redeem your points nor will you receive other Club offers and promotions from time to time.
 - 9.5. Any breach of these conditions may terminate the arrangement without prior notice and the Company reserves the right to take any action deemed necessary. In addition to section 8.5 above, the company also reserves the right to: (a) stop issuing Club Cards at any time; (b) on notice to you, alter or amend these Conditions of operation of the Club Card and/or Club; and (c) on notice to you, withdraw or cancel the Club Cards and/or the points (including the redemption and issue of such) and/or terminate The Club.
 - 9.6. You may terminate your Club Card at any time in which case all points on the Club Card shall be lost.
 - 9.7. You are responsible for the security of your Club Card. If you believe an unauthorised person has compromised the security of the Club Card by, for example, its theft or the theft of personal or password information relating to it you should notify the Nursery immediately. Lost, damaged or stolen Club Cards can be replaced by calling into The Nursery. The company is not responsible for any unauthorised use of the Club Card.
 - 9.8. Any Club Card issued is personal to the person whose personal details were submitted with their registration. A Club Card and any points on it are non-transferable and can only be used by the registered Club Card holder.
 - 9.9. The Club is not open to employees of 'Creative Landscape Co Ltd.' nor is it open to trade customers of the company.
- 10. Collecting Club Card Points**
 - 10.1. To collect points in store, you must present your Club Card at the till at the time of purchase. You cannot claim points on purchases made before you joined the Club.
 - 10.2. Points will be awarded on all products sold through The Nursery, with the exception of gift vouchers, services, pots, planters and other products from time to time as notified.
 - 10.3. Product discounts related to, and offered as part of, The Club are not valid for redemption against the excepted merchandise noted in section 10.2.
 - 10.4. You will receive points on qualifying transactions. In-store points are awarded at a rate of 1 point for every £1.00 spent or a pro rata amount rounded down to the nearest point. These rates can be altered at the Company's discretion on reasonable notice.
 - 10.5. Each point has a redemption value of 5p. The company reserves the right to vary the rates at any time on reasonable notice. All points awarded have no monetary value.
 - 10.6. Points have no expiry date but are lost if the relevant Club Card account is closed or The Club ends, noted in section 8.5.
 - 10.7. If the Company reasonably suspect abuse, fraud or misconduct in respect of use of the Club Card, it may refuse to issue and/or cancel points or vouchers. You may not rely on any human or software error which results in the award of points or vouchers to which you are not entitled under these Conditions.
 - 10.8. Club Card points are personal to you, non-transferable and cannot be exchanged for cash. They can only be used when presented with the registered Club Card. Cards that the Company deems to be damaged, defaced or copied will not be accepted.
 - 10.9. General Terms
 - (a) The company may vary these Conditions and will give Club Card holders as much notice as it reasonably can. Such variations will also be published at the Company and on the Company's web site. Earning further points following such variation shall constitute acceptance of the changes the Company makes.
 - (b) If the Company decides to transfer the scheme to another legal entity it may transfer all of its rights and obligations under these Conditions without your consent and may disclose information about you to any potential or new owner.
 - (c) The company will only be liable to Club Card holders for losses Club Card holders suffer from the Company's breaches of these Conditions. Subject to point 3.9 above, The Company's sole liability shall be to credit to the relevant account any points that have been wrongly deducted or should have been credited but were not. This limit on liability does not exclude or limit the Company's liability for death or personal injury caused to a Club Card holder as a result of the Company's negligence. These Conditions prevail if they conflict with any other material issued by the Company to Club Card holders in connection with the operation of The company.
 - (d) The Company and Club Card holders rights and obligations under these Conditions and any dispute in relation to them shall be governed by English law and heard to the exclusion of all other forums in the English courts. The company's obligations to Club Card holders in respect of The Club are contained in these Conditions and nowhere else.
- 11. Data Protection**
 - 11.1. This section sets out how the Company collects your personal data, how the Company uses it and who The Company shares it with. Under the Data Protection Act 1998 (the "Act"), your data controller is the Creative Landscape Ltd.
 - 11.2. Use of your personal data (a) By registering for the Club and providing your personal data you agree to your name, age, date of birth, postal address, email address and other personal data you supply ('personal data') being used by The company and Creative Landscape Co Ltd. (b) By providing your personal data for the purposes of plantings, deliveries or enquiries, you also agree that this data can be used by the Nursery. (c) You agree to your personal data being used by The company and by the companies we use to help us organise and administer your application and account so that we can send you updates and information by e-mail about The Company: (i) 'Garden Club' mailings and notification of any programme changes. (ii) marketing and promotional materials about goods and/or services on offer at The company and/or Creative Landscape Ltd.
 - 11.3. Retention: We will hold your personal data on our systems for as long as is necessary to administer your membership with The Club. If you cancel your registration as a member, we will remove your Club Card details from our database. Your details may however remain on our customer database for the purposes of any future delivery and planting jobs.
 - 11.4. Access to Personal Data: The Act gives you the right to access information held about you by the Company. Your right of access can be exercised in accordance with the Act. Any access request may be subject to a fee of £10 to meet our costs in providing you with details of the information we hold about you.
- 12. Contact Details**

The Company can be contacted by email at info@thebigplantnursery.com or info@creative-landscape.co.uk or by post to "The Big Plant Nursery" Wargrave Road, Twyford, Reading, Berkshire RG10 9PN or by telephone on 0118 934 1757.