

Terms and Conditions

All orders, in whatever terms, are accepted subject to the following terms and conditions which no person (save for a director of the Company agreeing in writing) in the employment of or acting in any way as an agent of the Company, or purporting to do so, has the power to vary.

Previous dealings between the Company and any customer shall not vary or replace these terms or be deemed in any circumstances so to do. The placing of an order is conclusive evidence before any court of law or arbitrator that these terms apply. The acceptance by the Company of any order for goods or services shall constitute an agreement to sell the goods or services and not be a sale of them and no title to the goods or completed works or services shall pass to the intending purchaser by reason of delivery, completion of works or service, or acceptance of the same.

We reserve the rights to alter or amend these terms and conditions at any time. You may download a copy of these terms and conditions in plain text or PDF formats using the links provided below. It is recommended that you download or print a copy of these terms and conditions at time of ordering as by placing an order you are agreeing to these terms and conditions. Unless you can provide a copy of the terms and conditions as at the date of purchase you will be bound by the latest version of this document.

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Placing an Order

Please do not return goods to us before we have requested you do so. Our returns procedure is designed to give the best possible outcome for all parties involved. We will not accept liability for the cost of items returned by you to us that we have not requested to be returned. Where necessary we will make arrangement for the safe return of goods via our couriers, preferably return goods in their original packaging. Where we are meeting the cost of a return the return must be done via our appointed courier, we will make every effort to do this at a time that is convenient for you. If you are returning goods to us and you are liable for the return costs then you can choose your own courier at your own risk, we will not be liable for any damage or loss caused by your chosen courier. We can appoint our own courier to collect the goods on your behalf, this cost will be deducted from any refunds owed and can be confirmed before collection.

Availability of Products

The availability of plants and the way they look is very often seasonal. We share stock with our retail garden centre on site as well as our landscaping teams. This together with the nature of live plants means that we cannot always provide an accurate stock level online and may result on some rare occasions plants being out of stock. We will always try to inform you as soon as possible if plants are out of stock or not yet ready for sale.

It is important that you provide us with an accurate and valid email address as all issues with your order will be dealt with in this format. You will be given the option of either waiting until the goods are in stock (usually within 30 days unless not available seasonally), choosing goods of an equivalent price and quality or cancelling your order and obtaining a full refund (if we have already taken payment). If after a period of 21 days we have not received a response by telephone or email, we may cancel your order and refund in full. If your order consists of multiple plants and we have not received a response within 21 days, we may send out what stock we do

have and refund the cost of the items not in stock. If the plants that are available are smaller than those requested, we will refund the difference upon dispatch. We do retain the right to reject an order if for example the goods are out of stock with little chance of us being able to fulfil your order, if the price described is incorrect at the time of order (in which case we will ask you to confirm the revised price or description is acceptable to you), if we are not able to deliver to the delivery address you have given or if payment for the transaction has not been satisfactorily completed within 14 days.

Pricing and Labelling

On rare occasions we send out plants that have labels with a different price than that which you paid online. The nature of the products we sell make it necessary at times to 'pot up' plants into larger sized containers, this incurs extra costs for time and materials as well as the extra feeding and care that the plants require before sale which leads to a price increase. We do always try to amend the labels when prices have been changed but due to the vast volume of plants we deal with we inevitably miss the odd one. When buying online the price of items is clearly displayed on the individual products pages and again in your shopping basket. The online price is the price you are agreeing to pay when making a purchase. We reserve the right to cancel all or part of an order where there has been a genuine pricing error online.

We always try to send out plants with labels on. On occasion we may have to use a hand written label which will usually just state the name of the plant, for information regarding the plants growth and habit please refer to the specific plant page on our website where you should be able to find all the relevant details needed. In the rare occasion that plants arrive without labels and you need help in identifying the plants, please photograph those without labels and email them to us where we can identify them for you. Please space the plants out enough that they can clearly be seen individually.

Appearance, Description & Sizes

The description of the goods, quantity and price are those set out in your order. Variations in size shape and colour is seasonally inevitable. For instance a summer flowering deciduous shrub will appear bare, without leaf or flower in winter, and climbing plants, particularly clematis may die back considerably in winter but grow again from much lower down the old stems in spring. Perennials that burst into life in spring will often resemble a pot of soil with a few dead leaves (if any) in winter, which, in some cases, means that there is little or no top growth apparent between November and March. We may not have stocks of all varieties in all pot sizes and therefore reserve the right to supply perennials in 9cm pots instead of 1 or 2 litre plants and adjust the price down accordingly.

We are located on the edge of the Staffordshire Moorlands at over 650ft above sea level. Spring can easily be 3 - 4 weeks behind Southern England meaning that plants that may be in full flower in the south, may barely be breaking bud in the Staffordshire Moorlands. What this does mean is that our plants are hardy and can be bought with confidence in the north and south of the UK. Such seasonal variations of the appearance of the plant must be taken account of when ordering because we cannot control such seasonal geographic variations in the appearance of our plants. The performance of plants also varies such that plants in warmer locations on rich soil may grow taller than the average whereas those on exposed, colder sites may stay smaller and less floriferous. Soil type can also influence the flower colour of some plants too. Photographs, illustrations and descriptions including the size of plants and the flowering season therefore, are given as a guide only.

Any plant sizes given are an approximate value, where a height range has been given then the plants we supply can be anywhere in that range usually dependant on the time of year. If you are in any doubt about the current size or appearance of any plants then we would advise that you contact us to request the relevant information and request a photograph of our actual stock before ordering.

Landscape Quality

We deal with both retail and trade customers and on certain occasions we may describe items as being of 'Landscape Quality'. These plants are hardy and will thrive in your garden but when supplied are likely to be cut back or slightly uneven and are unlikely to look 'picture perfect'. Landscape quality plants can offer excellent value for money if planting large gardens when time is not of the essence.

Payment

All payments are due at the time of order. Any payment taken for goods not in stock will be held awaiting delivery unless you instruct us to cancel your order. We will endeavour to contact you regarding payment but we reserve the right to cancel any order where payment has not been made within 14 days of the date of ordering. You must ensure that you provide the correct payment details to us so that we may secure payment. If not, your request will not be completed and will not constitute an order. Understandably, we cannot be held responsible if for whatever reason, you failed to pay at the time your order was placed. We will take great care of your payment details but cannot be held responsible should a third party gain unauthorised access to any data unless due to our negligence. No payment details are held by us, we can refund to the account you paid with if your order was paid for online with a debit or credit card. If you paid by card over the telephone then we will need your card number and expiry data again to process your refund, we recommend you call us to provide us with these details and do not send them via email. Payment for all amounts over £500.00 must be paid by electronic transfer (e.g. BACS or if you need your order quickly, FASTPAY).

Delivery

We will deliver goods to the address you provide but we will check the address and those that are registered to it if you ask us to deliver to an address where you are not registered yourself. We will not deliver to any address that you or the person given at that address are not registered to or to companies not listed at the address given or construction sites unless payment has been previously cleared by electronic transfer.

It is critical that you provide an accurate delivery address and that the goods can actually be delivered to that address. Please note that pallet deliveries require vehicle access minimum 3 metres wide and 4.5 meters high. Delivery can only be made to addresses where clear access can be gained (e.g. pallets of plants cannot be delivered to upper floor flats or premises where restricted access does not allow delivery vehicles). We can only deliver to mainland addresses in England, Wales and parts of Scotland. We cannot usually deliver to anywhere off the UK mainland but just to check, please contact us because our carriers may deliver but apply surcharge.

Where a specific date for delivery is requested by you and agreed by us we will always try our upmost to deliver on the date given but dates and guide times are at best estimates only provided for guidance and we cannot take responsibility for any loss whatsoever incurred by you for delivery guidance given that is outside our reasonable control.

Our standard delivery is charged at £7.99 and fulfilled via Fedex for all orders dispatched that do not require shipping on a pallet. Delivery is next day from day of dispatch and not next day following ordering. We estimate that delivery will be made 7-10 working days from the date of ordering although we try to deliver before this. During busy periods or when an item or items on your order are out of stock and we are ordering them from a supplier then please allow up to 30 days. If you would like us to deliver on a certain date (Monday to Friday) please indicate in the additional delivery field during checkout. We will on special request ship an order using a 'premium' service, such as Saturday delivery or AM or PM specific deliveries, cost for the services are available on request. Any subsequent refund for postage will be done at our standard rate of £7.99, we will not refund for any additional costs associated with 'premium'

delivery services. We cannot be held liable for any loss whatsoever incurred for failure to meet any timed delivery service that is beyond our control.

If you are likely to be out when we deliver please give clear instructions where you would like the goods to be left but please note: we will not accept any liability for loss or damage whatsoever for goods once they have been delivered in your absence according to your delivery instructions or, if you fail to provide us with the ability to deliver (by for instance not allowing the goods to be left for you by not being in when they are delivered). If you fail to take delivery, we reserve the right to charge you the full cost of re-delivery.

Pallet deliveries require vehicle access minimum 3 metres wide and 4.5 meters high. Delivery can only be made to addresses where clear access can be gained (e.g. pallets of plants cannot be delivered to upper floor flats or premises where restricted access does not allow delivery vehicles).

Where a pallet delivery is required we will contact you to arrange a suitable date for delivery as we highly recommend someone be home to receive the delivery. Where it is not possible for someone to be in the delivery driver will leave the pallet in a position as close to instructed as possible but if for any reason they cannot leave it where requested then any damage or loss is entirely at your own risk. Please keep in mind that items delivered on a pallet are usually heavy and/or large items any assistance given by the delivery driver is purely down to their digression.

Most orders that require delivery via pallet will be flagged up during checkout. We reserve the right to send out your order on a pallet if it is a significant volume of items or weight above our standard carriers limits. We can only ship items on a pallet up to 2 metres tall, if the plants you have ordered are above this then where applicable will be cut to the required height.

Bulb Delivery

Bulb Only Orders: Postage and packaging is £4.99 per order where bulbs are purchased without any other items. Delivery will be made by Royal Mail and will require a signature. We aim to deliver Bulb Only orders within 5-7 days although this can take longer during busy periods. We will notify you by email on the day your bulbs are dispatched, please allow up to 14 days from the date of notification, if your bulbs still have not arrived by this time then please contact us. When bulbs are purchased with other products (excluding Rowlinson products) will be covered by the standard £7.99 delivery charge.

Returning Goods

Please do not return goods to us before we have requested you do so. Our returns procedure is designed to give the best possible outcome for all parties involved. We will not accept liability for the cost of items returned by you to us that we have not requested to be returned. Where necessary we will make arrangement for the safe return of goods via our couriers, preferably return goods in their original packaging. Where we are meeting the cost of a return the return must be done via our appointed courier, we will make every effort to do this at a time that is convenient for you. If you are returning goods to us and you are liable for the return costs then you can choose your own courier at your own risk, we will not be liable for any damage or loss caused by your chosen courier. We can appoint our own courier to collect the goods on your behalf, this cost will be deducted from any refunds owed and can be confirmed before collection.

Cancellations

You may cancel your order at any time prior to dispatch. Once your order has been dispatched it may not be possible for us to stop it from being delivered. You have the right to cancel your order for 14 days following the receipt of your order and you will be entitled to a full refund including the original shipping cost however the cost of shipping is at your expense. Goods should be returned to us within 14 days of us receiving your cancellation notice. Where possible please return the goods in the packaging it was sent in, we can arrange for our courier to collect the goods but the cost of this will be deducted from any refund.

You must take care of the goods whilst they are in your possession and, if you are returning them, you should take reasonable care to ensure that we receive them and that they are not damaged in transit. If the goods are not adequately packaged, are incorrectly addressed or do not carry the correct postage and become damaged as a result, we reserve the right to deduct any loss of value that may have occurred from any refund due.

Refunds will be processed within 14 days of us receiving the returned goods in a satisfactory condition or you providing us with sufficient evidence that you have dispatched the goods to us via a suitable method, for all plants we highly recommend you allow us to have our courier collect the goods as they are experienced in transporting live plants and many couriers do not guarantee live plants in transit. Where you opt to return the goods via your own courier using a 24 hour service to return the goods. Please note it can take up to 21 days before a refund will appear on your statement once it has been processed by us.

Incorrect/Missing Goods

If you believe any of the items you have received to be incorrect then please notify us with details of your concern immediately (no later than 7 days of receiving them). We will ask for photographic evidence to support your claim, photographs can be emailed to sales@jacksonsnurseries.co.uk. Where a genuine error has been made we will arrange for our courier to collect them from you (preferably in their original packaging) and we will issue a full refund for the goods, or offer a replacement by return.

If we receive goods back that were supplied correctly as per your order this will be treated as a return whereby you will be responsible for the return postage and packaging costs as well as a 10% (of the plants value) restocking fee. We will always do our utmost to resolve any issue so always contact our office who can offer help and assistance. We highly recommend sending us photographs prior to making any returns.

If there are items missing from your order this may be due to them being out of stock. We will have attempted to contact you to notify you of the situation and offer you a substitute item where possible. If we do not hear back from you within 21 days of your order date then where an order includes multiple items we will send out the stock we do have and issue a refund for any items not sent. We always recommend unpacking all items from the box before contacting us regarding missing items as smaller plants may be obscured by larger plants. We also send out a copy of your invoice, usually found in a document wallet on the top of the box, this may also contain details of items omitted due to stock, there is also important plant care details included with your invoice. Please contact us as soon as possible if you believe an item is genuinely missing from your order, where a mistake has been made we will offer to send out the missing item or refund it; where stock levels are insufficient or where the cost of sending out a single item is uneconomically disproportionate to the item cost we reserve the right to issue a refund.

With some plants it is very difficult to tell which variety they are without foliage or flowers, we supply all plant on good faith that they are labelled correctly. If you discover that a plant you have purchased from us has flowered and is not the plant you ordered then please contact us as soon as possible after making the discovery and where possible supply photographic evidence of the error. Where possible we will replace (subject to stock) or refund for the incorrectly supplied plant. Where stock levels are insufficient or where the cost of sending out a single item is uneconomically disproportionate to the item cost we reserve the right to issue a refund rather than replacement. We understand that when this type of error occurs it can be disappointing however we will not be held liable for any loss caused whatsoever as a result.

Complaints/Damaged Goods

Please let us know of any complaint or report any damaged items to us where possible within 24 hours of receipt of your goods, this can be via telephone or emailed tosales@jacksonsnurseries.co.uk. Where telephoning please also confirm your complaint in writing within 7 days; this can be via email to the previously given address or via mail to the address below. To help us settle any claims we always request that we receive photographic evidence to support any complaint; this may include photographs of the plants themselves and/or damage to any packaging. We also ask that if the packaging is damaged on arrival you retain the packaging and all goods for inspection/return by ourselves or our couriers; unfortunately we will be unable to make any settlement where damaged packaging or goods have been disposed of prior to seeing photographic evidence or inspection/return. We aim to acknowledge all complaints within 24 hours of receiving them (Monday to Friday, 8am to 5pm) and to provide you with a suitable resolution in a reasonable and timely manner.

Non-delivery of Goods

Upon dispatch we will send you an automated dispatch notice to let you know when your order will be delivered. In the case of live plant orders we use a 24 hour service so your order will arrive the following day. You must inform us within 24 hours of the quoted delivery date either by email or telephone so we can contact the courier and locate your parcel(s). Failure to notify us could lead to the plants perishing and we are unable to accept liability if we are not informed within this time period. Occasionally we get a bounce back notification that an email has not been delivered in which case we will attempt to notify you by telephone, leaving a message where possible should we not be able to speak to you.

We aim to dispatch all orders within 7-10 working days of receiving them so if you have not received your order after 10 days from the order date please let us know the following day so we can track down your parcel if necessary. Due to the nature of dispatching live plants any delay in informing us could lead to the plants perishing and we are unable to accept liability if we aren't informed at the earliest opportunity.

If you have ordered over the telephone and not supplied an email address or been given a specific delivery date then please call us if your order hasn't arrived by the 10th day following the date you ordered.

Problems with Rowlinson Garden Products

All our Rowlinson products are sent directly from the manufacturer. Please report any problems with your Rowlinson products to us directly either by telephone or email. We will then forward your concerns/complaints on to them on your behalf. We do not have the facility to collect or process any Rowlinson products and we will be unable to accept any products returned to us at any addresses provided on this website or in any other media format. We will not be liable for any costs incurred by you in returning any Rowlinson products to ourselves.

Where applicable Rowlinson (or their courier) will contact you directly to arrange collection and/or delivery of any replacement items. We will not be held responsible for any costs incurred by you returning goods directly to the manufacturers without our and their express permission.

If you wish to contact Rowlinson directly you may do so; their contact details can be found at <http://www.rowgar.co.uk>

Contacting Web Sales Customer Services

Our Web Sale department is open Monday to Friday from 8am to 5pm; unfortunately our Garden Centre will be unable to help you with any specific enquiries relating to an order placed online as they have no access to your order details.

Telephone: 01782 502741

Email: sales@jacksonsnurseries.co.uk

If you would prefer to contact us in writing please send your letter to:

Web Sales Department
Jacksons Nurseries
Thorney Edge Road
Bagnall
Staffordshire
ST9 9LE

Please remember to quote your order number in any correspondence or have it to hand if you are telephoning (usually found on the top right of your invoice).

Our Price Promise

At Jacksons, we're convinced that you won't find better quality plants at a lower price anywhere else. In fact, we're so sure of this that if you find another garden centre offering you a better deal than us, we'll refund you the difference. If you think you've found someone selling plants of a similar quality to ours, and at a lower price, let us know at sales@jacksonsnurseries.co.uk

Our Quality Guarantee

As well as offering you great prices, we're also obsessed with the quality of our goods. It's for this reason that we offer a 12 month guarantee on every plant that you buy from us that we have classified as Fully Hardy. If a plant you've bought from us fails in the first year, we will either replace* it or refund you**.

1. You care for the plant correctly and follow all of the guidelines included in our care instructions (supplied with every plant you buy from us). In particular, plants will not be replaced due to lack of watering or lack of horticultural care or if cats or dogs have been allowed to fowl the soil around the plant.
2. That temperatures, at any time during the 12 months guarantee period, have not dropped below the hardiness range of the plant. The Royal Horticultural Society classification is interpreted as follows: Fully hardy: can withstand temperatures down to -15°C (5°F)

If you think a plant you've bought from us has failed within the first 12 months through the failure of the plant, please perform a 'Scratch Test' by carefully scratching off some bark from a branch and the main stem. If the plant is still green under the bark the likelihood of survival is good if it is brown in both locations then it will probably not survive, in this case please email a photograph of the plant in question along with your order number to sales@jacksonsnurseries.co.uk

* Additional shipping costs apply, see our **Delivery Details** page for current prices. ** Refunds are for the full cost of the plant only and will not include original shipping costs. Bulbs are not included in this guarantee. This guarantee is in addition to your statutory rights.

Liability

We cannot take responsibility for any loss whatsoever incurred by you for delivery guidance given that is outside our reasonable control, loss of profit, business data, your works schedules, effects on your employment or your business. We are not liable for any damages or losses resulting from your use of or inability to use this site and do not guarantee that this site will operate free of error or that it is free from computer viruses or any other contaminating computer program.

We will always endeavour to describe our goods accurately but as explained above, there can be variations in the appearance of our products dependent on season, location and use that may not be shown in the description or photographs on our website. We will always try to keep our website up to date but cannot be liable for any loss you may incur by any of its contents being changed without notice. Our liability does not extend to any delays in the delivery of any aspect of the contract between us that is outside our control.

Warranty

All products are covered by the manufacturers guarantee. All plants are warranted to be in good condition when you receive them but you must take account of the above section entitled Appearance & Description because we cannot replace plants that are in good condition despite perhaps not looking their best because of having just gone through a hard winter or seasonal variation in their appearance. All plants described as fully hardy are guaranteed to survive a normal English winter subject to you having looked after them with good horticultural practice i.e. planted them in a suitable place in the correct soil type and watered them regularly (daily) during dry spells for 12 months. We cannot warrant the survival of any plant that is not described as 'fully hardy' through an English winter. Please remember that pets (particularly cats & dogs) 'marking territory' can be a common reason for plant failure as well and one that we cannot of course warrant against.

Use & Ownership of this Website

If you do not agree to be bound by the Terms and Conditions of this website, please do not use it to order directly or as the basis for telephone orders. These Terms & Conditions do not affect your statutory rights.

The website, website, Jacksons, we, us, our - is Jacksons Nurseries & Tea Room website as described below. The customer, you, yourself - is the person using the website. The goods, products, plants, items, cart, barrow contents - are those goods we offer for sale, available to be purchased by you. These Terms and Conditions outline the contract and describe the nature of the sale and purchase of the products offered.

The content of this site is owned by RC & FR Jackson T/A Jacksons Nurseries & Tea Room, Bagnall, Staffordshire Moorlands, ST9 9LE. You may not copy, reproduce, modify, distribute, republish, display, post or transmit any part of this site without the permission of Jacksons Nurseries. Jacksons Nurseries is not responsible for the site's accuracy or its fitness for a particular purpose or the reliability of the access to this site.

Law and Jurisdiction

These Terms and Conditions are to be interpreted and governed by English Law only. If we have made a genuine mistake in law in that any specific Terms or Conditions may be unenforceable, English Law governing the interpretation of these Terms and Conditions will apply and all other Terms and Conditions as outlined above will be deemed enforceable as appropriate.

Wholesale/Trade Accounts

The following Terms & Conditions apply to Wholesale/Trade Customers Only. Wholesale/Trade customers are those with a valid account. The additional terms & conditions are in addition to or in place of where applicable the terms and conditions stated above.

Eligibility

Discounted trade prices are only available to genuine wholesale/trade customers i.e. landscapers, garden designers, civil engineers, landscape architects, amenity project managers, developers, councils and builders buying in volume. We reserve the right to refuse application or cancel a trade user account without the need for notice or explanation.

Proof of Eligibility

We will use where possible information available in the public domain to validate your eligibility of your application. Where proof of eligibility is unavailable we may request further proof that you are making a valid application for wholesale/trade discount. This includes but is not limited to copies of business bank statements, utility bills or a certified letter from your accountant. Where

satisfactory proof of eligibility cannot be provided you may be offered discount only on qualifying spending limits. Should circumstances change following an application then you may request a re-evaluation of your account on production of proof of eligibility.

Discount Rates

Once we have verified that your wholesale/trade application is genuine you will receive notification of your discount rate, any orders you then place online will have this rate deducted automatically within the shopping cart.

Availability of Stock

We keep our website as up to date as possible but because we share our stock with our retail garden centre and our own landscaping teams there are occasional times when there is a delay in marking items out of stock. Where we do not have sufficient stock of items to fulfil your order we will contact you to offer you an alternative where possible or give you an estimate of when we will have the items back in stock. Unfortunately we are unable to order in stock for a specific order without first taking payment in full. Where stock is ordered in for a specific order we usually expect delivery to our nursery within 30 days of an order being placed, although we cannot guarantee to meet any specific dates. While our nursery is large and we stock a wide variety of plant species, we don't necessarily stock large quantities of all varieties and as such wholesale/trade orders are unlikely to be dispatched in our usual 7-10 working day dispatch estimate.

Payment

Online orders up to £500 can be paid for online using a debit/credit card or Paypal. Orders over £500 MUST be paid for either by BACS/CHAPS payment or cheque, items will not be dispatched until cleared funds are received. Once your order has been received we send you the necessary account details to enable you to make payment and once we receive Credit accounts will only be considered for Local Authorities or PLCs.

VAT

We are registered for the Farmers Flat Rate VAT scheme however we do not charge VAT on any of our products to retail or trade customers.

Account Usage

You must not supply your account details with anyone other than employees of your company who may only use your account for official use. We reserve the right to suspend or cancel an account at any time without notification. We may make whatever enquiries are necessary to ensure that an account is not being misused.