

Terms and Conditions



Orders and Payments

- Customers who do not have established accounts must pay for their orders in full at time of order/tagging. In the case of orders with long lead times due to the stock still rooting-out, a 50% deposit is required on the entire order at the time of the order to hold the trees. The balance is due 7 days before the scheduled delivery date.
- Orders placed by telephone will be confirmed in writing to ensure that no miscommunication occurs and to ensure your complete satisfaction. We will mail, fax or email you an order confirmation detailing: plant material, delivery address, and time frame which we will require you to read, sign & return to us.
- All orders made and requested urgently must be paid for with cleared funds prior to the tree being delivered. If delivery is in less than 7 days and the customer has requested that the trees be shipped urgently within that time they have waived their statutory rights and the 20% re-stocking fee applies.
- All orders canceled after seven days are liable for a 20% restocking/cancellation charge.
- All orders that are to be held longer than six months, unless by prior agreement, will incur a holding fee of 20% per annum.
- All special orders for stock bought in cannot be cancelled, unless agreed to by the management, and then with a cancellation fee that may exceed 20%.

Orders and Payments – Additional Conditions for Account and Trade Purchases

- All first time trade purchases must be paid in full at time of order.
- Regular trade customers are welcome to set up net 30-day account upon completion of a credit application and subject to approval and credit limit.
- Future purchases for trade customers who have been granted credit terms have 30 days from time of order to make payment. If an order is not to be delivered within the 30-day period, the trade customer must put a deposit of 50% of the tree value in order to hold the goods. The balance must be paid within 30 days of delivery, or within 90 days of confirmation if stock is to be held at the nursery beyond 90 days of confirmation.
- All orders that are to be held longer than six months, unless by prior agreement, will incur a holding fee of 20% per annum.
- A sales invoice will be sent to you after delivery.
- A 1.5% per month interest charge is incurred by all accounts which are not paid within the agreed 30 days from invoice date. It is unlikely further shipments will be made until your account is current and all further purchases will be on a cash basis for accounts with balances over 45 days. Management reserves the right to rescind account status of past due accounts although sales on a cash basis will always be welcome.

Reserve Orders

- As a courtesy we allow a potential customer in good standing the opportunity to select and reserve stock for 5 working days, except when the stock is in flower or autumn colour. Please note that reserves should only be requested on stock for which there is full intent to purchase, subject to verification of logistical suitability.
- If during the period of a five day reserve, another customer wishes to purchase the stock, we reserve the right to contact the customer who has reserved the stock to verify continued desire to purchase.
- All reserves are held at the discretion of management, who reserve the right to refuse or cancel a reserve at any time, particularly if the reserving customer does not promptly respond to a request to confirm continued interest.
- All reserve orders will expire after 5 days. The reserve label may not be removed immediately, but the stock will be registered as saleable to anyone. If you find that you do not need stock you have placed on reserve we would appreciate being notified promptly as a matter of courtesy.

Deliveries

- We have invested heavily in both rigid and articulated trucks and materials-handling equipment to provide you with superior service. We calculate delivery charges by the mile. Rates vary according to the type of vehicle required, and whether you request a particular day.
- We will do our utmost to facilitate your requested delivery date and window of time. However, we will confirm prior to delivery the date and approximate time, and are not liable for any damages customer may claim due to delays from weather, war, road closures, mechanical breakdowns, acts of God or any event out of the control of Majestic Trees.
- The purchaser must have someone available to carefully check the order and sign, confirming that the trees have been delivered in excellent condition and are accepted. If this is not possible, we will only accept liability for missing or damaged trees if we are sure that we are at fault.
- You may suggest or we may agree that you provide additional equipment (such as a crane, etc.) and/or staff to unload the trees to save charges to you and to be efficient. Our driver will be happy to work with and advise your staff, but cannot be held responsible you any damage that results. However, additional Majestic Tree employees can be provided at an additional fee if arranged in advance.

- Congestion charges are passed on to the client at cost.
- Parking permits and/or adequate parking space for the delivery vehicles must be arranged and paid for by the client prior to delivery. If this is not done and parking tickets occur, outside of our control, the cost will be passed on to the client.
- Additionally, if there is nowhere to park and the delivery has to be abandoned due to no fault of our own there will be a redelivery charge. Furthermore, if we are unable to park close to the project so that it significantly increases the amount of labour required to offload, we reserve the right to notify you of the additional cost you will incur.
- Our driver has the right to reasonably refuse to offload if she/he deems conditions to be unsafe or if conditions are such that the lorry or equipment might get stuck. Furthermore, if required or if you have requested a Manitou truck mounted forklift to offload your trees, but the driver feels that the off road conditions are poor, our driver has the right to decline to place your trees further than they deem safe and reasonable.
- If our truck is stopped from unloading and standing time results, a £40 per hour fee, per truck, will be charged. Having to return the trees to our nursery and redeliver them later will result in an additional labour charge and redelivery fee, unless the error was by Majestic Group or any member of our team.
- If a client requests that we use their machinery with or without their driver we cannot be held responsible for any accidents or damage done to their machines due to our drivers' unfamiliarity of either the machines controls or your driver's lack of experience in how to offload the trees that may result in them being damaged. Furthermore, any damages or injuries to our truck or team whilst unloading is being done by your staff will be your responsibility. Our equipment has been designed with attachments to facilitate offloading and our staff understands how to offload the trees which cannot be satisfactorily explained to even an experienced driver in a few minutes.

Collections

- We can facilitate collections Monday to Fridays between 8.00am and 3.30pm. At least 24 hours' notice is necessary to prepare orders for collection from our nursery, although we may be able to accommodate quicker turnarounds. Payment must be settled prior to preparation. When collecting, please ensure that your vehicle is long enough and has ample cover to protect the stock during transit. Weekend collections are rarely possible due to limited personnel at the nursery.

Planting

- It is the responsibility of the buyer to mark out exact locations of underground services (electricity cables, gas, etc) on site. Majestic Trees can accept no liability for damage to underground services which might occur during excavation of tree pits, unless their precise locations have been clearly marked out prior to commencement of planting works. We can provide a 'Digicat' scanner as an aid to assisting you with these findings, but are not experienced or professional service surveyors so cannot be held responsible for any services that you or your provider do not alert us too or mark out.
- The buyer is given the opportunity to approve precise planting locations of trees prior to excavation of tree pits. Should the buyer change his/her mind about the positioning after planting pits have been dug, Majestic Trees reserves the right to charge for the additional labour required to re-site tree pits.
- In such cases, Majestic Trees also reserves the right to postpone/reschedule completion of planting works in order to meet scheduling commitments to other customers. Furthermore, with very large trees it may be impossible or prohibitively expensive to move a tree once it has been planted without very large additional equipment.
- If planting on ground that the customer does not own freehold, or where covenants require permission from others, it is the responsibility of the buyer to ensure that all permissions have been received prior to planting. If at any time either immediately prior to planting or on the day of planting we have to stop and pull off and/or reinstate the planting area, the cost for this extra work will be borne by the customer. If the job is cancelled the normal restocking charges apply.
- Our Horticultural Advisors use their professional judgment as to the best way to secure your tree at planting based on the information you give them. However, if the planting team, once on site, deems the method selected as inadequate due to conditions not disclosed at time of purchase, Majestic Trees has the right to request that you pay for the additional cost of securing your tree(s). If not agreed the warranty will be invalid should the tree fail due to insecure anchoring. Of course Majestic Trees will bear any additional costs if it was due to an error on our part.
- Client dug tree pits must be excavated to correct depths. It is the responsibility of the client or client's representative to confirm planting depths with their Majestic Trees horticultural advisor prior to excavation.
- Furthermore it is critical that an appropriate amount of the best topsoil is left beside the tree pit and that it is not trampled down or frozen. If at all possible dig the tree pits no more than one day in advance and please ensure that the tree pit does not fill up with water prior to our arrival. With client dug tree pits, any extra soil left over after planting will not be removed by Majestic Trees. Any deviation from the above including incorrect planting depth or excessive width that requires correction by our staff will result in additional labour costs.
- Occasionally, the planting crew will arrive on site to plant your tree(s) and decide for various reasons that it is not possible to use the digger as quoted. These reasons may include that it may do more damage than it is worth, we cannot get the digger in due to inadequate access, etc. As a result it may mean a more labour-intensive and a much harder hand dig, and at a minimum the digger hire will be applied to the labour fee. If excessive an additional fee may have to be charged if we feel that the job was in any way misrepresented, however unintentional. Furthermore, the planting crew may decide that due to poor ground conditions, plant material that is in the way that may be damaged or other unforeseen circumstances, that it makes more sense to hand dig which may increase the cost, but they will consult the office/and or yourself prior to making any decision. Additionally, if any matting is quoted this too will be applied to the labour, unless excessive when we will give you a refund.

Advice

- @
- 0
- @

customer has ordered. In such circumstances the customer is encouraged to seek the advice of an arboricultural consultant for a second opinion to make a firm identification of the species/variety/cultivar to be matched prior to placing the order.

Cancellation or Postponement of Scheduled Planting Jobs, Deliveries or Collections

- Because of the time required to prepare trees for despatch, it is imperative for a customer to give 72 hours notice should it become necessary to postpone or cancel a scheduled planting job or delivery. Cancellations and postponements with less than 72 hours notice will incur a 20% restocking fee, as the trees will need to be untied and placed back on irrigation to prevent their deterioration.
- Collections from the nursery must be scheduled with at least 24 hours notice. Cancellation of a collection within 24 hours of the agreed collection time will normally incur a 20% restocking fee, as the trees will need to be untied and placed back on irrigation to prevent their deterioration.

General Terms

- Our Availability List is subject to items remaining unsold at time of order.
- These terms and conditions shall take precedence over any other that customers may attach to their orders.
- Prices are quoted for the plant stock only and do not include delivery or VAT unless specified. Our VAT reg. Number is 755 8600 09.
- Although every effort is made to maintain the prices shown on our availability list for the entire season, Majestic Trees reserves the right to modify prices without advance notice.
- We hereby reserve the right to the property of any goods sold until payment in full has cleared.
- All plants are believed to be true to name, but in the event of an error on our part, our liability to pay charges or compensate shall not exceed the value of the price paid.
- If a client requests and purchases evergreen or semi-evergreen hedging that contravenes the 'Hedging Law', Majestic Trees is in no way liable for any fines or enforcement action should there be a problem.
- We do our utmost to ensure that plants are undamaged, but as we have no control over the plants supplied by us once they have left our hands, we give no warranty, expressed or implied except for that stated under the 'Warranty' section, as to the growth or suitability of the plants to their ultimate location, after acceptance of delivery or collection. Any trees or plant material that is unacceptable must be rejected at the time of delivery or alternative arrangements made with the office. Failure to do so will deem those goods as being accepted by the customer.

Updated on 13 March 2020