

# Sylvestrus Ltd

*Woodland & Land Management in the Highlands & Islands*

## **Terms & Conditions of Business**

### **Definitions**

Seller means Sylvestrus Ltd., 1a Broadstone Park, Inverness, IV2 3JZ and the company's web site <http://www.sylvestrus.co.uk>

No. SC270806 VAT No. 843101762.

Customer means the person or company to whom this document is addressed.

### **General**

These terms and conditions are applicable to the supply of products made by the Seller, hereafter referred as Sylvestrus Ltd., to the buyer hereafter referred as the Customer

### **Price**

All prices shown in the retail shop are quoted in Pounds Sterling and include VAT at 20% unless otherwise specified. Wholesale and contracting prices are exclusive VAT, which has to be added at the current rate.

All prices are exclusive of postage and packing, unless otherwise stated.

### **Payment**

Payments must be made on confirmation of order. Payment must be made in Pounds Sterling only, unless otherwise specified, and by cash, cheque or BACS in full before any goods are dispatched.

Sylvestrus Ltd. shall retain the property of the goods until full payment has been made by the customer and has been received by Sylvestrus Ltd.

The risk in the goods shall pass to the Customer on delivery.



The mark of  
responsible forestry

1a Broadstone Park Inverness Scotland IV2 3JZ  
Phone/Fax: 01463 237812 Mobile: 07843 621701  
Email: [treeman@tesco.net](mailto:treeman@tesco.net) [www.sylvestrus.co.uk](http://www.sylvestrus.co.uk)

## **Delivery**

Delivery will be displayed at checkout. The value shown for delivery is dependant on location and calculated on the basis of cumulative product weight and dimensions. If you think the delivery shown on your order is incorrect then please contact us for clarification.

For delivery destinations other than mainland UK please contact us for a quotation prior to purchase.

Delivery will normally be within 14 days, however you should allow 28 days for delivery. If there is a problem and we are not able to deliver your order within 28 days we will contact you.

We deliver goods either with our own lorries and vans or, for smaller quantities, by national next day courier.

Any date or period for delivery shall be considered as indicative only, although it is our policy to try to fulfil all orders within 5 working days. Any products not available at the time of your order will be sent to you, as soon as possible, when available for supply. Sylvestrus Ltd., cannot be held responsible for delays in the delivery caused by a 3rd party supplier.

## **Returns Policy**

When you receive goods ordered from Sylvestrus Ltd. , your statutory rights allow you to cancel the order up to seven working days starting from the day after the goods were delivered.

We will not accept any claims for consequential losses arising from performance of any plants supplied.

We will refund the price paid no later than 30 days from notification that you wish to cancel the order. This notification must be in writing, and will not be accepted in the form of a telephone call only. We will only refund the cost of the goods and the original carriage cost.

You must return the goods to Sylvestrus Ltd. , or make them freely available for collection by our appointed courier. If you do not freely return the goods, at your cost to Sylvestrus Ltd. then we may have to deduct any reasonable costs we incur in recovering the goods from you. This will be deducted from your refund.

Where products supplied are damaged, not fit for purpose or incorrect we will either replace the item or issue a full refund within 30 days of notice. We may request goods to be returned for inspection prior to agreeing to any refund at your cost. If goods are confirmed to be faulty, damaged or incorrectly supplied we will refund any carriage costs incurred in returning the goods.

**Perishable good**

Perishable good such as Christmas trees, forestry plants etc. have to be returned within 24 hours by the customer to Sylvestrus Ltd. to assess the potential for a refund. Usually they are non refundable due to their fragile nature.

**Licence agreement/Copyright Laws**

The Customer shall respect all licence agreements delivered by the copyright owners. Sylvestrus Ltd. cannot be held responsible or liable for any misuses conducted by the Customer or any third party.

All written reports are covered by Sylvestrus Ltd. copyrights and belong to Sylvestrus Ltd.

No photocopying, display or sharing of this information shall be made by the buyer without the written agreement by Sylvestrus Ltd.

Fines of up to £10,000 can be implemented for any infringements/sharing of Sylvestrus Ltd. data without permission.

**International customer**

Customers from outside the UK can only pay by International credit card or bank transfer and must pay in pound sterling unless otherwise specified. All other terms and conditions apply.

**Law**

These terms and conditions shall be governed by and construed in accordance with Scottish law. Disputes arising in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the Scottish courts.

All items are offered subject to availability on receipt of order.

Where goods are no longer available from our own sources we reserve the right to supply material of a similar specification and quality from other growers within the EU and amend prices as necessary. We reserve the right to substitute size, identity number, provenance and origin unless specifically requested by the customer at time of order.

Every effort is made to supply plants in good condition and of reliable quality consistent with the standards specified by the purchaser. We will not be held responsible for the condition of plants after acceptance of delivery. Neither will we be held responsible for the replacement of any of the plants which fail to grow due to unsuitable soil conditions, adverse weather conditions, lack of weeding, wildlife damage or other causes beyond our control.

Sylvestrus Ltd. takes no liability for any losses incurred due to advice provided by Sylvestrus Ltd.

## **Contract**

A Contract for the Sale of Goods shall arise on the despatch of the Goods to you or signed agreement for larger capital projects.

## **Complaints**

Should you have a complaint about any product or about our web site please address this to: [info@sylvestrus.co.uk](mailto:info@sylvestrus.co.uk) or contact us by post, telephone (01463 237812), fax (01463 237812) or in person at IV2 3JZ.

We aim review and acknowledge your complaint by email or letter within five working days. We aim to resolve all complaints within 14 days of receipt.

If your complaint takes longer than expected to resolve we will keep you informed of our progress as we investigate the relevant issues.

## **Data Security**

We take appropriate measures to safeguard the information we hold from unauthorised access or improper use. Our database is stored in a secure, password protected location. Only users authorised by us have access to this data.

Sylvestrus Ltd. has a separate Data Protection policy which can be viewed on our webpage under [www.sylvestrus.co.uk](http://www.sylvestrus.co.uk).

By entering our webpage or email correspondence you agree to our terms and conditions and data protection policy.

A handwritten signature in black ink, appearing to be 'Dietrich Pannwitz', written over a horizontal line.

Dietrich Pannwitz

For Sylvestrus Ltd.

April 2018