



**Lowaters Nursery**  
Hook Lane  
Warsash  
Southampton  
SO31 9HH  
U.K  
Tel: 01489 582584  
Fax: 01489 583175  
www.gardenbeauty.co.uk

#### TERMS AND CONDITIONS

- All plants offered are subject to being unsold on receipt of order. All orders to be confirmed in writing.
- All plants to be sold in minimum quantities of 5 unless otherwise indicated.
- All plants will be delivered on CC genuine RFID tagged trolleys, to be exchanged like for like at point of delivery. In the case of deliveries made to you by our carriers, where RFID tagged trolleys are not available for exchange, plants will have to be unloaded from our trolleys for return to us and any waiting time charged to us by the carriers will have to be passed on to you (usually £5.00 per trolley).
- Customers must check deliveries on receipt. All complaints and credit note requests must be in writing and within seven days of delivery or collection. Lowaters Nursery cannot be held responsible for complaints after this time.
- All prices quoted are nett cash. VAT will be charged at the rate operating at time of delivery. The Buyer shall pay all accounts in full and not exercise any rights of set-off or counter-claim against invoices submitted by the Seller.
- Invoice payment is due at the end of the month, following the month of invoice. Any accounts not settled by the 7th of the month following the due date will automatically be placed on stop.
- All invoices outstanding after 30 days will be deemed as unpaid therefore interest will be added at the commercial rate. Lowaters reserves the right to recover all reasonable costs and expenses if action has to be taken through the courts to recover the debts owed on any invoice.
- Lowaters Nursery will exercise the right to use the **Late Payment of Commercial Debts (Interest) Act 1998** on all overdue accounts to compensate the loss of funds.
- Interest on overdue invoices shall accrue from the date when payment becomes due calculated on a daily basis until the date of payment. The Treasury sets the rate of statutory interest set out in the guidelines of the **Late Payment of Commercial Debts (Interest) Act 1998**. Such interest shall accrue after as well as before any judgement.
- Lowaters Nursery retains full legal title to all goods & plants until paid in full.

We accept these terms and conditions

Signed.....

Dated.....

Lowater Ltd t/a Lowaters Nursery  
Registered in England and Wales Company No: 3827032

