



## **Terms and Conditions.**

### **Specifications.**

Information contained in our advertisements, catalogues, price lists, availability lists, planting guides, care guides, videos, illustrations, our website, emails, or other similar matter is presented as a general guide only. This includes any information regarding description, weights, measurements, capacities, performance, productiveness, tolerance to any conditions, and/or any other data generally or specifically relating to Dusk Hedges or any other products supplied by Dusk hedges. This information may include technical inaccuracies or typographical errors. Dusk hedges will take action to correct any error or inaccuracy that is brought to our attention, within a reasonable time.

You need to rely upon your own judgment as to the nature and quality of the Dusk hedges' information and products and their suitability for your purpose and not upon any representation made by the Dusk hedges, its servants or agents either orally or in writing. Dusk hedges will not be liable for any damages resulting from the use of this site or any other information provided by us.

### **Payment.**

Payment in full in cleared funds is required before products leave the nursery unless otherwise arranged. Our preferred payment option is Internet banking. We don't have EFTPOS or credit card facilities.

### **Right to Cancel.**

Dusk hedges reserves the right to cancel, at any time before delivery and for whatever reason, an order for product that it has previously accepted. Dusk hedges may do this for example, but without limitation, where:

- (a) If Dusk hedges is unable to supply product that they have previously promised to supply;
- (b) an event beyond Dusk hedges' control, such as storm, fire, flood, earthquake, terrorism, power failure, war, strike or failure of computer systems, force majeure, means that Dusk hedges is unable to supply the product within a reasonable time;
- (c) Product or Services ordered were subject to an error, for example in relation to a description, price, or image, which was not discovered prior to the order being accepted.

In any event, Dusk hedges' liability in respect of the cancellation will be limited to the reimbursement of any monies received by it for the order.



### **Holding Product for Future Delivery.**

Dusk hedges are happy to hold product for future delivery, for a reasonable time. A DEPOSIT is required to hold product until the agreed delivery date. A HOLDING FEE may be charged in addition to the product price to reflect the cost of holding the product at the nursery.

A CANCELLATION FEE of 15% of the total purchase price (pro-rata) may be deducted from any refund if the order is changed, or partially or completely cancelled within three months of the invoice date. The TOTAL DEPOSIT (pro-rata) may be FORFEITED if the order is changed, or partially or completely cancelled later than three months from the invoice date.

Dusk hedges shall not be liable for the delay or failure to perform its obligations if the cause of the delay or failure is beyond its control, such as extremes in weather, storm damage, or disease.

### **Delivery.**

- Deliveries are midweek only.
- 100L hedges are heavy and require two strong people to lift and carry. Please note it is your (or your landscaper/installer's) responsibility to move the hedges within and around the site.
- It is advised that at least one strong person is onsite to assist with the delivery.
- Products delivered and left unattended by arrangement with you will be at your sole risk upon delivery.
- Only one person (the driver) undertakes deliveries.
- Any access restrictions/obstructions will determine the point of delivery. The driver will unload and place the hedges within easy access of the truck. This may mean the kerbside for difficult driveway access.
- Our delivery truck is a large curtainsider with a tail-lift. To avoid damage to the truck, it requires at least 4.2m high and 3m wide clearance from all obstacles, including vegetation.
- Third-party specialist plant carrier trucks are generally larger than our vehicle. The delivery day and time are subject to their other deliveries for that day/week. Specific delivery times are advised by the driver, once known.
- Only orders dispatched with Mainfreight are palletised.

Dusk hedges takes no responsibility for damage to driveways or footpaths or other property where a vehicle is requested or required to leave the road to facilitate the supply of products.

**Damage, Defects and Loss in Transit.**

Please inspect product upon arrival.

Any complaints of damage, short delivery, loss in transit or defect of products must be made initially to the carrier concerned and noted on any goods receipt acknowledgement form and notified to Duskhedges immediately. Products delivered and left unattended by arrangement with you will be at your sole risk upon delivery.

Duskhedges shall have the right at its discretion to repair or replace the products in respect of which any complaint as aforesaid is made and proven or to refund or credit the portion of the purchase price applicable thereby fully discharging all legal liabilities.

Duskhedges does not take responsibility for damage caused by external delivery agents if contracted by you.

**Claims.**

All claims regarding products supplied must be made at time of delivery.

**Return of Product.**

- Products that are supplied in error are returnable if Duskhedges is notified of the error at time of delivery.
- The original packing slip or invoice, or the number and date of the packing slip or invoice must accompany the product being returned.
- No return of product will be accepted when the product has been marked or shop soiled, or in any manner altered while in the Customer's possession including the period of return to Duskhedges. Hedges and plants must not have been removed from their bag and the hedge, plant and bag must be in a resaleable condition.
- At the sole discretion of Duskhedges, if product surplus to your requirements is accepted as a return, then the basis of credit will be the original charging price less 35%. All freight costs incurred by Duskhedges are to be paid for in full by you.

**Risk.**

Products will be at your sole risk upon your receiving possession of them or upon dispatch to an agent contracted by you or upon being delivered and left unattended by arrangement with you.

Duskhedges will be under no obligation to replace plants that do not continue to thrive once risk has passed to you or your agent.