

TERMS AND CONDITIONS:**1. INVOICING**

- a) We will send out our invoices by email to your Accounts Contact email address. If your Account Contact information changes, please inform us on: accounts@majorplants.co.uk to update your contact information
- b) Your **FIRST Invoice** will be sent after your quotation has been accepted

FIRST Invoice contains:

- Delivery/Installation/Establishment Fee
- *First Month Discounted Rental Invoice (you will be covered for the first month of flower maintenance services)
- 1 month's security deposit

*First Month Discounted Rental Invoice will cover your flower maintenance services as follows:

- If your System is delivered between the 1st and 10th of January, then the pre-paid First Month Discounted Rental Invoice will cover our maintenance work in January
- If your installation has taken place after 11th January, you will receive our maintenance work free of charge for January and your pre-paid First Month Discounted Rental Invoice will cover the maintenance work in February
- No pro-rata invoice will be issued related to any monthly rental/maintenance services

- c) We offer the **Discounted Fee** to encourage customers to pay automatically and/or in 15 days. (*Payments made annually on the Discounted Fee equates to one free month per year.*) Clause 2(b); Clause 2(c); Clause 2(d)
- d) In a case of a missed **Discounted rental payment**, we will issue a **Standard rental invoice**. *Please Note: if your payment has not been received by the 15th of month (15th day), you will not be eligible to receive the Discounted Price. Thereafter, your invoice will be amended to our Standard Rental Price* Clause 2(d)
- e) After your **FIRST Invoice** subsequent invoices will be issued on the same day (*1st of the month*) each month (**1st day**). Following invoices are generated by a **SUBMIT&GO**. You will receive an **INVOICE NOTIFICATION** emailed to your main Accounts Contact
- f) **SUBMIT&GO** will automatically send a **PAYMENT REMINDER** to your Accounts Contact on the **10th day**
- g) In the case of a missed payment, **SUBMIT&GO** will automatically email a **PAYMENT DUE NOTICE** to your Accounts Contact on the **16th day**. *Thereafter, your invoice will be amended to our Standard Price. Correction fee + 8%* Clause 2(d)
- h) Customers who pay in 30 days pay our Standard Price

- i) If you wish to take advantage of our Discount Prices, please send proof of your standing order/BACS mandate to accounts@majorplants.co.uk and we will make the necessary amendments to your future invoices. The Discount Price is available for ALL our customers
- j) 3 days after a failed Standard Rental Payment (**33rd day**) late payments will accrue interest of 3% per month
- k) After 30 days of your failed Standard Rental Payment **60th day**, we have the right to issue an invoice for the disassembling and removal of your units, see conditions in Clause 9. Your deposit will be held against your outstanding invoice, see conditions in Clause 7
- l) If further correspondence is generated due to failed or late payments, we will apply a minimum charge of £22.00 + VAT per correspondence. Please note that our Flower Account Management fee is £88.00 + VAT per hour.

INVOICING POLICY

INVOICING DATE	PAYMENT WILL COVER MONTH:	PAYMENT TERMS	
		Discounted Price (payment term: 15 days)	Standard Price (payment term: 30 days)
Payments need to be made by			
1st January	January	15th January	30th January
1st February	February	15th February	30th February
1st March	March	15th March	30th March
1st April	April	15th April	30th April
1st May	May	15th May	30th May
1st June	June	15th June	30th June
1st July	July	15th July	30th July
1st August	August	15th August	30th August
1st September	September	15th September	30th September
1st October	October	15th October	30th October
1st November	November	15th November	30th November
1st December	December	15th December	30th December



OUR PRICING		
Discounted Price (DP)	Standard Price (SP)	LATE FEE
*£100.00 + VAT	*£100.00 + 8% + VAT	SP + 3% per month

* example

PLEASE NOTE THAT ANY FAILED OR LATE PAYMENTS RELATED TO YOUR FLOWER ACCOUNT MANAGEMENT SERVICES ARE NOT INCLUDED IN OUR MAINTENANCE SERVICES

2. PAYMENTS

- a) Before the System is delivered you must pay the **FIRST Invoice** Clause 1(b)
- b) Discounted Monthly Rental Invoices are due at monthly intervals during the hiring period
- c) **Discounted Monthly Rental Payment Term is strictly 15 days**
- d) All Discounted Monthly Rental Invoices are to be paid by Standing Order or BACS by due dates. **Missed payments will increase by 8% to our Standard Monthly Rental Fee**
- e) If Corporation Tax rate increases or other changes in tax (*e.g.: ULEZ expansion*) allowances or increase in prices of materials, plants and transportation charges, which affect our anticipated return during the Period of Hire, we may give notice to increase the Rental Payments due. This increase will come into effect after the date of increase or change by an amount to maintain our post tax rate of return. Price increasing letters and emails will be sent out automatically to your main Account Contact and your trading address.
- f) You must pay the current rate of VAT on all payments under the Agreement
- g) We are entitled to charge costs and expenses we may incur in enforcing the Agreement following a breach by you. All charges must be paid on demand

3. THE AGREEMENT

- a) Terms and Conditions and your Quotation of MAJOR PLANTS LIMITED constitutes The Agreement

4. RISK AND INSURANCE

- a) The System is at your risk from the delivery date
- b) Vandalism, theft, and any other type of damage to your System are not covered under our warranty
- c) Any damages because of a disconnected water supply are not covered under our warranty and it is your risk for its replacement value

5. MAINTENANCE

- a) throughout the hiring period by meeting your obligations under The Agreement, we will maintain and keep the System, subject to Clause 6(c) in good working order and condition
- b) Maintenance charge includes:
 - All year-round display
 - A minimum of 18 site visit per year for feeding, cutting, watering, and fertilizing of the plants
 - More frequent calls when constant attention is needed
 - Free replacements of any dead and dying or failure to perform plants
 - Maintenance of the irrigation system
 - Pest control (on containers)

- Cleaning foliage and containers
 - *Change the bedding plants twice a year, Autumn, and Spring. Autumn from 1st week October. Spring from 1st week May
 - *12 payments need to be made annually for free seasonal replanting works except the first year
 - In the case of an agreed ceased maintenance service, you can reactivate your hire by paying a one-off re-establishment charge, the Refill Services. Our standard Refill Service Charge is £22.00 per unit + VAT (unit: 80cm Stewart plastic container/16" hanging basket)
- c) We will not be responsible for any repair, replacement or maintenance required by reasons of misuse, neglect or wilful damage to the System caused by you or any third party. See Clause 5(d)
- d) We shall not be liable for any failure to maintain the System caused by reasons outside our control and. In the event of any failure by us to maintain the System adequately we rely on the Liability contained in Clause 9 of the Order

6. YOUR OBLIGATIONS

- a) You must use the System properly. We will not be responsible for any loss or damage caused by negligent use
- b) You must not alter or make additions or replacements to the System without our advanced written permission to do so
- c) You must repay us, in full, for amounts we must pay for any claim, demand, liability, disassemble, loss, damage, legal action, accounting action cost or expense as a result of our entering into The Agreement caused by your own negligence

7. RETURN/DISASSEMBLING OF THE SYSTEM

- a) When The Agreement ends you must pay for the System Removal, a Charge of £33.00 + VAT per hour to cover our expenses
- b) If you fail to return the System (or fail to allow us to remove the System) when The Agreement ends, you will be liable to pay us a sum equivalent to the Standard Rental Payment on a daily pro-rata basis for each day from the end of The Agreement until the System is returned. We may enter any premises where the System is located to remove it. You will be liable for all costs and expenses we incur in doing so

8. EARLY TERMINATION BY YOU

- a) If you wish to terminate The Agreement before the end of the Initial Term or during any Extended Term, in accordance with Hiring and Period of Hire, you must give two months' notice of termination. You must pay without deduction the sums set out in Clause 10(a) and Clause 10(b) below, together with a fee of System Removal Charge is £33.00 + VAT to cover our expenses. Upon termination before the end of Initial Term, the System must be returned as set out in Clause7(a) and Clause7(b) above
- b) All requests for a quotation of the sum required must be made to us in writing

9. OUR RIGHT TO TERMINATE THE AGREEMENT

We may terminate possession of the System under The Agreement before the end of the period of hire if you act in such a way that we reasonably believe you are unwilling or unable to meet your obligations, or:

- a) You fail to pay any amount due under The Agreement within 30 days of it becoming due (**60th day**) (with conditions in Clause2(f))
- b) You fail to perform obligations under The Agreement after receiving reasonable notice that we require you to do so, see conditions in Clause2(c); Clause2(d) and Clause2(e)
- c) You cease trading, enter a voluntary arrangement, have a bankruptcy petition presented against you or make any arrangement with creditors
- d) If you are a limited company and you cease trading, have an administrator or receiver appointed or enter any form of liquidation
- e) You allow a judgement to remain unsatisfied for 7 days or allow assets to be seized under a court judgement
- f) There is a change in your control, management, or funding which we consider will affect your Rental Payments
- g) The System is total loss for insurance purposes

10. PAYMENTS DUE ON TERMINATION

Upon termination under Clause 9 and Clause 10 you will pay us:

- a) **All invoices will be issued on Standard rates during the termination period** unless third party is taking over your agreement
- b) Any Rental Payments and other charges due at the date of termination Clause 9(a); Clause 9(b)

11. THE SYSTEM

- a) Flower units: hanging baskets, brackets, plastic balcony containers, full micro-irrigation system with timer control device(s) is **THE SYSTEM**
- b) **THE SYSTEM** is the property of Major Plants Limited unless quoted otherwise
- c) Seasonal bedding plants and soil are part of **THE SYSTEM** and are property of Major Plants Limited
- d) Should you lose any part of The System and require replacements we will charge a Fee + VAT accordingly

12. MISCELLANEOUS

- a) Any payment not made on time will attract interest at 3% per month until paid
- b) Where there are two or more parties to The Agreement, as Hirer, you are all jointly liable as well as individually and we may enforce The Agreement against all or any one of you
- c) A certificate issued by one of our Senior Managers or Directors as to any amount owing under this Agreement will be binding and conclusive against you
- d) Any notice you send must be in writing. We may also send notice to you in writing which will be deemed served on the same day as sent, either by email, text, delivered by-hand or two days after date of posting

- e) We may transfer all or any of our rights and duties under The Agreement. You must not transfer your rights of The Agreement without our written consent
- f) The written Terms and Conditions together with the Order is the whole Agreement regulating the rights and liabilities between us, in relation to the System and its hiring. Any other statement or matter will only be binding if it is in writing and signed by an authorised Senior Employee of Major Plants Limited

13. YOUR INFORMATION

In considering your application, please note, we will not search Credit Reference Agencies

If you are a joint applicant, or if you have told us about other financial associations with another person(s), you must be sure that you are entitled to

- a) Disclose information regarding your joint applicant(s)
- b) Authorise us to store and record information about you and your joint applicant(s)
- c) We will use details of The Agreement with us, the payments made under it, any default or failure to our terms and any change of address you fail to inform us of where a payment is overdue. It is important that you give us true and accurate information.

We will not share any of your details with any other Organisations.

YOU HAVE A RIGHT TO RECEIVE A COPY OF THE INFORMATION WE HOLD ABOUT YOU IF YOU APPLY TO US IN WRITING.

14. HIRING AND PERIOD OF HIRE

You agree to hire the System from us, Major Plants Limited, for an initial period which starts on delivery of the System, the Initial Term. Thereafter it will automatically renew for periods of three calendar months, the Extended Term, unless terminated earlier in accordance with conditions in Clause 9 and Clause 10 or by giving either party not less than two months' written notice of termination.

COMPANY DETAILS:

Registered Address: 171 Kingston Road, Teddington, TW11 9JP
Mailing Address: Bragenham Lane, Leighton Buzzard, LU7 0EE
Company Registration No: 06791662 Company VAT No: GB-948530694

BANK DETAILS:

Major Plants Limited Sort Code: 20-58-51 Account No: 23607356