**Terms & Conditions**

**Usk Valley Roses Limited, Cusop Farm, Aberyscir, Brecon, LD3 9LS**

These Conditions shall be deemed to be incorporated into every contract entered into by Usk Valley Roses Ltd (“the Company”) to sell goods and shall, notwithstanding any statement to the contrary contained in any communications by the person, firm or company with whom any contract to sell goods is made by the Company (“the Customer”) prevail over any conflicting or inconsistent Terms and Conditions contained in any order, email, letter of form of contract sent by the Customer to the Company or any other communication between the Customer and the Company whatsoever and whatever their respective dates unless or to the extent that any variation of these Conditions shall be expressly agreed in writing and signed by both of the Company’s director.

# Prices

All prices are clearly set out in our weekly availability/price list which is emailed to subscribers. In the unlikely event an item or items have been inadvertently priced incorrectly we will not be liable to supply any such item or items to you at the price stated provided that we notify you of the items concerned. All published prices exclude delivery charges, (if applicable) and VAT at the current UK rate of 20%.

# Flowers

For the benefit of photography, most floral illustrations shown are photographed in full bloom - we aim, where possible, to supply flowers in bud so they remain at their best for the longest time possible – it is important to bear this in mind when deciding on your delivery date. Advice is always available, so please always contact us if you are unsure. Please note, our advice is only our opinion and there are many other factors that will determine how quickly cut flowers open, for example, how they are conditioned on receipt, what temperature they are kept in, how hot or cold the weather is etc. Also, please note, when ordering wholesale cut Garden Roses we do expect the customer to have experience & certain skill level. Usk Valley Roses do not take responsibility for the conditioning of cut flowers or how long it takes for flower blooms to open once delivered.

Usk Valley Roses Ltd is a wholesale/trade cut Rose supplier - if the customer has no experience in the conditioning, handling and timing of cut Garden Roses it is highly recommended that the customer considers not buying cut Garden Roses and, instead, considers buying Roses which have been specifically bred for cut flower use, from a good flower wholesaler or gets professional help from an experienced and qualified Florist who is proficient in the use of cut Garden Roses.

Please note, when viewing images on our web site the colour, shade and clarity will depend on the screen quality of your computer or tablet device.

Fresh flowers/Roses are living things & as such the colour of the petals may vary from bunch to bunch & will not always be identical or similar to the images published on our web site - please note, as long as Usk Valley Roses have supplied the correct colour group, no refunds can be issued for colour variance.

# Guarantee

In the unlikely event you are not entirely satisfied and feel you have just cause for complaint regarding the condition, quality, delivery or any other aspect of our goods or services, please email and attach photographs (images should include a close up of the blooms in question & a larger, zoomed out view of the complete bunch) to [flowers@uskvalleyroses.co.uk](mailto:flowers@uskvalleyroses.co.uk) no later than the 8 hours after of delivery. Any claims made after 8 hours of receipt of delivery will not be accepted. All claims are dealt with fairly. Please note, we cannot accept any claims due to the customers lack of skill & knowledge when it comes to working with cut Garden Roses. Unless otherwise advised, it is assumed that when an order is placed, the customer is skilled in the preparation, handling and conditioning of cut Garden Roses including when to take delivery before the intended event.

# Returns

Under the Distance Selling Regulations the customer has the legal right to send back **non-perishable items** (e.g. floral sundries) within 7 working days of receipt of the goods. The customer of the non-perishable goods is invited to return the item/s to us promptly at the address as shown on our Invoice, at the customer’s cost for exchange or refund providing the item/s is in a re-saleable condition. Usk Valley Roses Ltd will charge applicable delivery costs to exchanged items. Any refunds will be processed within 30 days.

# Delivery (Mainland UK)

Collection from the farm is by prior arrangement only. We are based on a working cattle/sheep farm so unfortunately we are not open to the public.

Next day delivery is charged at £8.50 plus VAT.

We are able to ship on/before Midday and pre 10AM serivces if required. Please contact us to for details.

Delivery is to UK Mainland only.

We are unable to ship to the the highlands and islands of Scotland, the Channel Islands, Isle of Man, and Northen Ireland due to courier limitations. Excluded postcodes are as follows:

AB30, 31, 33-38, 41-45, 51-56, 63 DD8-10

FK8 FK17-21 G63 HS1-9 IV1-9 IV10-56 IV63 KA27-28 KW1-17 PA20-80 PH10-50 TD15-25 ZE1-3

In the event that no one is available to accept delivery the driver is not permitted to leave the boxes – however, if permission has been agreed in advance it may be possible - in this situation neither Usk Valley Roses Ltd or any delivery company acting on our behalf can be held responsible or accept any claim for loss or damage caused. Failing this a calling card will be left with instructions on collecting your flowers from their depot. Every effort is made to deliver on customers preferred date but this cannot be guaranteed.

# Failure to deliver on a customer's preferred delivery date due to unforeseen circumstances does not constitute a breach of our agreement and does not entitle the customer to a cancellation or refund.

We do not offer a timed delivery service. In the event of an incorrect or incomplete address being provided we reserve the right to charge a redirection of delivery fee. Usk Valley Roses Ltd will not be held responsible for goods that cannot be delivered due to incorrect or incomplete address details provided by the customer and, as such, are not obliged to offer any form of compensation or refund.

Orders sent to military bases, hospitals, hotels, wedding venues, business premises etc. may be left at the main reception area for onward internal distribution. In this event, however, neither Usk Valley Roses Ltd nor any delivery company acting on our behalf, can be held responsible or accept any claim for loss or damage caused. Usk Valley Roses Ltd cannot be held responsible for the goods not being distributed internally to the intended recipient.

# Placing an Order

We always advise customers to place their orders online using our 'Order Request Form' or via email. In the event Usk Valley Roses Ltd processes orders on the customer's behalf, the customer also agrees to these Terms & Conditions. In this case, Usk Valley Roses Ltd will choose varieties, stem lengths & grades on the customer's behalf unless otherwise specified. A direct link to these Terms & Conditions will be clearly visible on the weekly availability/price list which is emailed to subscribers. Order confirmation emails will only be received if the correct customer email address is supplied.

# Payment

Payment can be made via BACs or cheque.

# Privacy

We are committed to protecting your privacy and will only use the information we collect about you lawfully and in accordance with the 2018 GDPR rules (General Data Protection Regulation). We collect information about you for two reasons only: - 1) to process your order and, 2) to provide you with the best possible service.

At any point you can request/subscribe to receive news letters and promotions via email. You can easily unsubscribe from our mailing list by clicking on the 'unsubscribe' link on the bottom of any promotional email sent to you by us. (Please note, we do not sell our email mailing list to any third parties).

# Health and Safety

We strongly recommend all flowers, foliage, floral sundries and plants are kept out of the reach of children and should definitely not be consumed. We are not and can not be held responsible for any allergic reactions from foliage, flowers or their pollen. Please be aware that pollen from stamens may stain any material it comes into contact with.