



NIGHTINGALE

NURSERY LTD

SPECIALIST GROWERS  ROOTED IN QUALITY

Gardeners Lane East Wellow Romsey SO51 6AD | Tel: 02380 814350 | Email: gfnightingale4@gmail.com

WHOLESALE TRADE CUSTOMER APPLICATION FORM

All fields marked * are required if applicable. Please note this is **NOT** a credit account.

Company Details

* Business/Trading Name:	
* Trading Address:	* Registered Address:
* Postcode:	* Postcode:
* Telephone:	* Email:
* Business Entity:	
* Vat Number:	* Company Reg Number:
* Name of Director(s)/Partners/Proprietor:	

Requirements

* Monthly Spend (Approx.):
* Please Circle Plant Interest: Clematis / Climbers / Shrubs / Seasonal Bedding

References

* Trade Reference 1	* Trade Reference 2
* Company Name:	* Company Name:
* Address:	* Address:
* Postcode:	* Postcode:
* Contact Name:	* Contact Name:
* Contact Number:	* Contact Number:
* Email:	* Email:



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Contacts

* Accounts	Orders
* Contact Name:	Contact Name:
* Telephone:	Telephone:
* Email:	Email:

Declaration

Terms & Conditions:

I/We are duly authorised by the applicant business to enter into this agreement on its behalf.
I/We understand and give consent to Nightingale Nursery Ltd conducting a credit search, using a Credit Reference Agency.
I/We confirm that the above information is correct and that we have read and agree to be bound by the terms and conditions detailed overleaf.

* Authorised Signature:

* Name in Block Capitals:

* Position:

* Date:



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Nightingale Nursery Ltd

Wholesale Nursery Supply of Goods and Services Terms and Conditions

1. Definitions

- **“Company”** refers to Nightingale Nursery Ltd (Company Number: 11851915), whose Directors are Graham H Farmiloe, Caroline J Farmiloe, and Charlotte A H Farmiloe.
- **“Customer”** denotes any individual, firm, company, or organization placing an order with Nightingale Nursery Ltd.
- **“Goods”** are the products, plants, and/or services provided by the Company that are subject to an order made by the Customer.
- **“Agreement”** signifies the contract for the supply of goods and/or services, incorporating these Terms and Conditions.

2. General

- 2.1. Any use of a Customer's order number or similar reference by the Company is solely for identification purposes for the Customer's convenience and does not imply acceptance of any associated terms and conditions.
- 2.2. By placing an order, the Customer acknowledges and accepts these Terms and Conditions, which constitute the entire agreement between the parties. Unless otherwise agreed in writing, these Terms and Conditions take precedence over any other terms presented by the Customer during ordering or negotiations.

3. Orders

- 3.1. All orders are accepted on the basis that goods remain unsold at the time of order and are subject to crop shortages, crop failures, or weather damage, regardless of cause.
- 3.2. If a specific variety is unavailable, the nearest available alternative will be supplied unless the Customer explicitly indicates that substitutions are unacceptable when placing the order.
- 3.3. No liability is accepted by the Company for the unavailability of goods.

4. Prices

- 4.1. All quoted prices exclude VAT, which will be applied according to current legislation at the time of supply (excluding zero-rated items). The Company's VAT registration number is 316 8118 09.
- 4.2. The Company reserves the right to amend prices of unsold stock without notice to address significant currency fluctuations, imposed fuel surcharges, or unforeseen production costs.



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5. Delivery and Collection

- 5.1. Delivery times and dates are provided in good faith as estimates only and are not guaranteed. The Company does not accept responsibility for any loss or damage resulting from delayed delivery.
- 5.2. Customers are responsible for providing a safe and accessible delivery area. The Company cannot accept liability related to delivery site conditions or property damage incurred during a delivery requested off public roads.
- 5.3. For deliveries on Container Centralen (CC) trolleys, exchanges will only be accepted for genuine RFI padlocked stock within the system. An equal number of empty CC trolleys and shelves must be exchanged at the point of delivery. All equipment remains the property of the Company, and the Customer will be invoiced for the replacement value of any unreturned or damaged CC equipment.
- 5.4. Delivery is provided via company vehicles and is free within a 60-mile radius of the nursery on net orders exceeding £600. Orders not meeting free delivery conditions will incur a delivery fee.
- 5.5. Customers wishing to collect orders may do so from Nightingale Nursery Ltd, Gardeners Lane, East Wellow, Romsey, SO51 6AD by prior arrangement.

6. Payment and Credit Accounts

- 6.1. Payment is required in full prior to collection or delivery unless credit facilities have been arranged and approved in writing in advance.
- 6.2. Customers seeking credit must provide two satisfactory trade references and bank details. Approval of credit facilities is at the sole discretion of the Company and is subject to a minimum annual spend of £2,500.
- 6.3. Where credit is extended, invoices must be settled strictly by the last day of the month following the invoice date unless otherwise agreed. Time is of the essence in this clause.
- 6.4. Failure to pay in accordance with these terms entitles the Company to suspend the account, withhold further deliveries, and charge interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998 daily until full payment is received.
- 6.5. The Company reserves the right to revoke any trade discounts if payment terms are not strictly met.

7. Damages, Shortages, and Liability

- 7.1. Customers must inspect all goods immediately upon receipt. Complaints regarding defects, disease, or shortages visible upon inspection must be reported within 48 hours of delivery and confirmed in writing within five days.
- 7.2. The Company's total liability is strictly limited to replacing defective goods or, at its sole discretion, refunding the purchase price. The Company accepts no liability for any consequential losses, loss of profit, or damage to subsequent plantings.
- 7.3. Nothing in these terms excludes or limits the Company's liability for death or personal injury caused by negligence, fraud, or any other liability that cannot be legally excluded under English law.



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8. Risk and Title (Retention of Title)

- 8.1. Risk in the goods passes to the Customer immediately upon delivery to the Customer's designated premises or upon collection by the Customer.
- 8.2. Ownership (title) of the goods remains entirely with the Company until full cleared payment is received for the goods and all other outstanding debts owed by the Customer to the Company.
- 8.3. Until ownership transfers, goods must be held at the Company's direction and stored safely. However, the Customer may resell or utilize them in the normal course of business.
- 8.4. Until ownership passes, the Company reserves the irrevocable right to enter the Customer's premises (or any third-party premises where the goods are stored) to inspect and repossess the goods.

9. Cancellation of Orders

- 9.1. Orders accepted by the Company may only be cancelled with the Company's prior written consent.
- 9.2. If cancellation is permitted, a surcharge covering actual or anticipated losses will apply. The Company reserves the right to charge up to the full order value as a cancellation fee, particularly for custom-grown or specially ordered stock.

10. Force Majeure

- 10.1. If the Company is prevented or delayed in delivering goods due to Acts of God, severe weather, crop diseases, pest outbreaks, strikes, lockouts, or any other circumstances beyond its reasonable control, it may cancel or suspend the affected contract by notifying the Customer. In such instances, the Customer shall have no claim whatsoever against the Company.

11. Severability

- 11.1. Each provision of these Terms and Conditions is independent and severable. Should any term be found invalid or unenforceable by a court of competent jurisdiction, that term shall be deleted without affecting the validity or enforceability of the remaining provisions.

12. Data Protection and GDPR

- 12.1. Both parties will comply with all applicable requirements of the Data Protection Legislation (including the UK GDPR and the Data Protection Act 2018).
- 12.2. The Company collects and processes personal data (such as names, business addresses, email addresses, and phone numbers) relating to the Customer's personnel to manage orders, arrange deliveries, process payments, and perform credit checks.
- 12.3. The Company will not share this data with third parties except as required to fulfil the contract (e.g., delivery couriers, credit reference agencies) or as required by law. Full details of how data is handled are available in the Company's Privacy Policy.



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13. Governing Law and Jurisdiction

13.1. This Agreement and any dispute arising out of it shall be governed by and construed in accordance with the laws of England and Wales, and both parties agree to submit to the exclusive jurisdiction of the English courts.