

TERMS AND CONDITIONS

Business hours Monday to Friday: 8 am - 4 pm

Terms of Trade

New Customers: All new customers are required to fill out a trade registration form to be eligible to purchase stock from Kilby Park Tree Farm. Only customers that are deemed genuine industry related customers will be able to obtain a wholesale price list and purchase stock at wholesale prices.

Trading Terms: All orders are strictly COD unless previously organized with the management of Kilby Park Tree Farm. Any accounts which remain unpaid outside our trading terms will attract a penalty interest at the rate prescribed by the Penalty Interest Rates Act (Vic). If a Debt Recovery Agency is instructed to recover outstanding monies any additional costs incurred by us in the collection of the debt will be added to the debt owing.

Kilby Park Tree Farm accepts the following forms of payment.

Cash, Visa, Master Card, Direct Deposit. Payments by cheque will only be accepted if the funds are cleared by Kilby Park's bank (3 working days) prior to delivery of the stock. Please note we do not accept Diners Club or Amex.

For Direct Deposits a faxed copy of the lodgment receipt must be received by Kilby Park Tree Farm prior to dispatch of stock.

Ownership of the goods purchased remains the property of Kilby Park Tree Farm until full payment is received in accordance with the terms listed. Cheque payments shall not be considered full payment until they have been cleared in the Kilby Park Tree Farm Bank Account.

Prices: All prices quoted in the price list exclude GST and may change without notice. Prices do not include delivery costs, planting or maintenance charges. All plants are sold subject to availability.

Delivery: Kilby Park Tree Farm has a delivery service to Metropolitan Melbourne at a reasonable cost to the customer, prices may vary depending on the order size and delivery location. Please ensure that there is a point of contact at the delivery site. Upon delivery all responsibility for the stock shall pass to the purchaser. Deliveries can be organized outside the metro area and interstate. Prices are on application and will be passed onto the customer. Delivery is to the closest boundary to the roadside.

Planting: Kilby Park Tree Farm offers a tree planting service for small and large scale landscapes. Prices are on application.

Hold Orders: Kilby Park Tree Farm will hold stock for one month (at no cost to the customer) from confirmation of order. After this period a holding fee of 5% of the invoice value will be charged as a maintenance fee. This fee is charged and due on the 1st of each calendar month or prior to dispatch (whichever comes first). Plants cannot be held until a full deposit has been received. When an order requires supply past one calendar month a deposit of 50% is required. Orders will be held for a maximum of three months. If an order is cancelled the deposit and maintenance fee is non refundable. This is to cover the loss of business due to an inability to supply other customers because stock was held (in good faith) pending a delivery which did not eventuate due to no fault of Kilby Park Tree Farm.

Guarantee: All stock is guaranteed to be true to name and of good health at the time of pick up or delivery. If the stock purchased does not meet these criteria a claim must be lodged immediately following receipt. Kilby Park Tree Farm will, at their discretion, replace the stock or refund the purchase price. No liability is accepted beyond the purchase price of the stock. Plants are affected by numerous conditions beyond the control of Kilby Park Tree Farm. Including but not restricted to the following: watering, soil preparation, drainage, planting and handling procedures, mulching, insect damage, site suitability and weather. Therefore no guarantee can be offered in respect of plant growth or description and responsibility and liability for stock ends when it is received and accepted by the purchaser.

Refunds; Kilby Park does not give refunds for stock that has been ordered, picked up or delivered. However we will offer our customer a credit if the stock has been returned to our nursery in the condition it left 1 day after its departure.

Claims: Claims due to shortages or damages in transit must be directed to the carrier upon delivery. No claim will be considered unless lodged within 3 days of the receipt of stock.

Containers: Kilby Park Tree Farm uses "Rocket Pots®" air pruning containers to grow a majority of our advanced trees. The system helps prevent girdling of the roots by guiding growth toward the open ended cusps of the pot wall. This enhances fibrous root mass and encourages vigorous growth. We ask that all Rocket Pots® be returned to us for recycling. If you wish to keep the pots an additional cost will be incurred.