



Woodmann Trees

AW & MRS K-M DINESEN
UK Christmas Tree Growers and Wholesale Suppliers

Estate Office, Karianca Cottage,
Manor Farm, Rownest Wood Lane,
Woodmancott, Winchester,
Hampshire, SO21 3BN
www.woodmanntrees.com

01256 830870

info@woodmanntrees.com

Sales: Nigel Cronshaw - 07861 647310

2022 TALL TREES PRICE LIST

Delivery charges to apply based on
load quantity & location

MEASUREMENTS: Nordmann Fir from the butt to where the first whorl folds up to meet the leader on cut trees up to 290cm; large Nordmann Fir from 400cm+ and Norway Spruce from the butt to top of the leader

This price list can be used as an order form. By using this form you are deemed to have read and accepted our Conditions of Sale

Prices quoted are exclusive of VAT



NORDMANN FIR – DISPLAY TREES: no collection discount available

Label Colour	Size (cm)	Size (feet)	Unit Price (exc. VAT)	Quantity
Yellow	450cm	15ft	£175.00	
Yellow	485cm	16ft	£205.00	
Yellow	520-550cm	17-18ft	£235.00	
Yellow	580-610cm	19-20ft	£275.00	

NORDMANN FIR – QUALITY SELECT POPULAR TREES: no collection discount available

Blue/White	400cm	13ft	£60.00	
Blue/White	430cm	14ft	£75.00	
Blue/White	450cm	15ft	£90.00	
Blue/White	485cm	16ft	£105.00	
Blue/White	520cm	17ft	£120.00	
Blue/White	550cm	18ft	£135.00	
Blue/White	580cm	19ft	£150.00	
Blue/White	610cm	20ft	£165.00	

NORWAY SPRUCE TREES: no collection discount available

Norway Spruce	450-485cm	15-16ft	£145.00	
Norway Spruce	520-550cm	17-18ft	£170.00	
Norway Spruce	580-610cm	19-20ft	£200.00	

MISCELLANEOUS SUPPLIES: no collection discount available

Pallets	120mm(D)x190mm(W)x200mm(H)	£30.00	
Netting	31cm per ream	£25.00	
Netting	45cm per ream	£30.00	
Netting	55cm per ream	£35.00	

TOTAL NO. OF TALL TREES

Delivery charge to be applied if applicable £

ORDER VALUE (exc. VAT)

£

£

CUSTOMER DETAILS

CUSTOMER NAME: _____

ADDRESS: _____

TEL/MOBILE: _____

EMAIL: _____

CAMPAIGN SITE OFFICE

Open from: **MONDAY 14th NOVEMBER 2022**

For Enquiries/Collections:

Manor Farm, Woodmancott, Winchester, SO21 3BN

Nigel Cronshaw - Sales: 07861 647310

Xmas Campaign Office: 01256 830870

CONDITIONS OF SALE

1. DEFINITIONS 1.1 In these Conditions: ‘BUYER’ means the person who accepts a quotation of the Seller for the sale of the Goods or whose order for the Goods is accepted by the Seller. ‘GOODS’ means the Goods which the Seller is to supply in accordance with these Conditions. ‘SELLER’ means Mrs K-M Dinesen T/A Woodmann Trees, Estate Office, Karianca Cottage, Rownest Wood Lane, Woodmancott, Winchester, Hampshire, SO21 3BN. ‘CONDITIONS’ means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller. ‘CONTRACT’ means the Contract for the purchase and sale of Goods. 1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation. 2 BASIS OF SALE No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Buyer and the Seller. 3 ORDERS AND SPECIFICATIONS 3.1 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in writing by the Seller and the Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any other submitted by the Buyer. 3.2 The quantity, quality and description of and any specification for the Goods shall be those set out in the Seller’s quotation (if accepted by the Buyer) or the Buyer’s order (if accepted by the Seller.) 3.3 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), cost (including the cost of all labour), damages, charges and expenses incurred by the Seller as a result of cancellation. 3.4 Minimum order of 100 trees applies to the wholesale prices as listed by the Seller. Orders received for less than 100 trees shall be charged at the standard rate - separate details available on request. 4 PRICE OF THE GOODS 4.1 The price of Goods shall be the Seller’s quoted price or the price agreed with the Buyer. All prices quoted are valid for 7 days only or until earlier acceptance by the Buyer after which time they may be altered by the Seller without giving notice to the Buyer. 4.2 All prices are given by the Seller on an ex-works basis. Where the Seller agrees to deliver the Goods the Buyer shall be liable to pay the Seller’s charges for transport, packing and insurance. 4.3 Free Delivery will apply for mixed orders/split loads of a minimum 4 pallet load. For orders/split loads of less than a 4 pallet load delivery charges will apply. The Buyer shall be additionally liable to pay to the Seller any Low Emissions Zone charges that may apply in accordance with the TFL terms & conditions. 4.4 The price of Goods shall include packaging in the forms of secured plastic netting or baling with string. 4.5 All pallets requested on collected orders only are chargeable as specified by the Seller. Pallet refunds will be issued by the Seller to the Buyer on receiving returned and non-damaged pallets by 31st January 2023 set by the Seller. 4.6 The price of any Goods is exclusive of any applicable value added tax or sales tax which the Buyer shall be additionally liable to pay to the Seller. 5 TERMS OF PAYMENT 5.1 The Buyer shall pay for the Goods on or before delivery unless an agreement has been reached under Clause 5.2 below. 5.2 Payment for Goods must be made by way of Cash, BACS, Card, Cheque (cleared funds), an irrevocable documentary credit or Banker’s guarantee issued by a Bank duly approved under the Banking Act 1987 in a form acceptable to the Seller such credit to represent the total Price for the Goods without deduction. Payment for the Goods must be made without deduction save as to any agreed discount shown on the invoice upon receipt of invoice/or a date agreed between the Buyer and the Seller. 5.3 In default of payment for Goods under this Clause 5 interest shall be paid by the Buyer on a daily basis from the date of invoice until payment at the current rate of 8% per annum (or as per the Late Payment Legislation rate whichever is higher) above the base lending rate from time to time in force of Bank of England the Seller shall from time to time specify, The Seller reserves the right to take legal action instructing a Debt Collection Agency for the recovery of any outstanding monies due. The Buyer shall be liable to pay for any fees or expenses incurred by the Seller in this regard. 6 DELIVERY 6.1 Free delivery will apply for mixed orders/split delivery loads of a minimum 4-pallet load. 6.2 Delivery charges will apply on deliveries/split loads of less than a 4-pallet load. Price on application 6.3 Collection of Goods shall be made by the Buyer at the Seller’s premises at a suitable time agreed between both parties or if some other place for delivery is agreed by the Seller, the Seller delivering the Goods to that place. 6.4 If the Seller fails to deliver the Goods for any reason other than any cause beyond the Seller’s reasonable control or the Buyer’s fault, and the Seller is accordingly liable to the Buyer, the Seller’s liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar Goods to replace those not delivered over the price of the Goods. 6.5 If the Buyer fails to take delivery of the Goods, or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer’s reasonable control or by reason of the Seller’s fault) then, without prejudice to any other right or remedy available to the Seller, the Seller may: 6.5.1 store the Goods until actual delivery and charge the Buyer for the reasonable cost (including insurance) of storage; or 6.5.2 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract. 6.6 Notwithstanding the provisions of Clause 6.3 above if the Buyer fails to collect the Goods at the agreed time the Buyer shall be liable for any loss suffered by the Seller due to deterioration of the Goods. 6.7 If the Buyer causes undue unloading delays to our drivers, beyond reasonable unloading times for reasons including inspecting the goods at time of delivery or waiting for unloading equipment, the Seller reserves the right to make a Waiting Time Charge, based on an hourly rate of £30.00 + VAT per hour, charged pro-rata at 30-minute intervals. 7 COLLECTION DISCOUNT 7.1 50p collection discount will be applied to Nordmann Premium and Nordmann Quality Select Popular graded trees only on minimum orders of 100 trees (excludes all tall trees). 7.2 The collection discount will be applied on the final collection after the complete order has been collected. No collection discount will apply where orders have not been fulfilled. 8 WARRANTIES AND LIABILITY 8.1 Any claim by the Buyer in relation to any alleged defect in the quality or condition of the Goods shall be notified in writing to the Seller within 48 hours of delivery failing which the Seller shall not have any liability in respect of the Goods, and the Buyer shall be bound to pay the price. The time for such notice shall be of the essence of the Contract. The Buyer and the Seller agree that due to the nature of the Goods such time is reasonable. 8.2 Goods delivered on pallets must be removed from the pallets by the Buyer and placed in a vertical position within 48 hours from the time displayed on the seller’s (or Seller’s carriers) delivery note signed by the Buyer’s authorised representative. If the Buyer fails to remove the Goods from the pallet and/or place them in a vertical position within a 48-hour period the Seller will not be liable in any way for any deterioration of the Goods’ condition or continuing quality.	8.3 The Buyer shall not be entitled to make any claim in respect of the quality of the Goods after they have been sold by the Buyer to a third party unless a retail guarantee has been agreed between the Buyer and the Seller. 8.3 Where a dispute arises between the Buyer and the Seller as to the quality of the Goods, the matter shall be referred, failing agreement between the parties, to two independent experts appointed by the Horticultural Trade Association and the British Christmas Tree Growers Association respectively. The decision made by the experts shall be binding on both parties who shall bear the costs of such process in equal shares. 8.4 Early Deliveries: any Buyer requiring delivery of cut trees on or before week 48, will be required to sign a disclaimer - this disclaimer will absolve the Seller from all liability if the Buyer later attempts to claim credit for perceived quality issues. 8.5 The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller’s obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller’s reasonable control. Without prejudice to the generality of the foregoing the following shall be regarded as causes beyond the Seller’s reasonable control: 8.5.1 Act of God, explosion, flood, tempest, heavy snowfall, fire or accident: 8.5.2 Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental parliamentary or local authority. 9 RISK AND TITLE 9.1 Goods shall be at the Buyer’s risk as from the date they are tendered for delivery. 9.2 Notwithstanding delivery having been made the property in the Goods shall not pass to the Buyer until payment in full (together with any interest payable in respect thereof) has been received by the Seller for the Goods and for all other Goods supplied to the Buyer by the Seller. 9.3 Until property in the Goods passes to the Buyer in accordance with Clause 8.2: 9.3.1 the Seller shall have absolute authority to retake, sell or otherwise deal with or dispose of all or any part of the Goods in which title remains vested in the Seller: 9.3.2 for the purpose specified in 8.3.1 above, the Seller or any of its agents shall be entitled at any time and without notice to enter upon any premises in which the Goods are stored or kept or are reasonably believed so to be: 9.3.3 the Seller shall be entitled to seek a Court injunction to prevent the Buyer from selling, transferring or otherwise disposing of the Goods. 9.4 Insofar as Goods are held by the Buyer in accordance with Clause 8.3 hereof but prior to any sale thereof, the said Goods shall be stored separately from all other Goods (at no cost to the Seller) in the Buyer’s possession and shall be marked in such a way that they are clearly identified as the Seller’s property. 9.5 The Buyer shall not pledge or in any way charge by way of security for any indebtedness, any of the Goods which are the property of the Seller. Failure to comply with this Clause shall entitle the Seller to make demand in respect of all sums owing by the Buyer to the Seller which shall forthwith become due and payable. 9.6 The Buyer shall insure and keep insured the Goods to the full price thereof against ‘all risks’ to the reasonable satisfaction of the Seller until the date the property in the Goods passes from the Seller, and shall whenever requested by the Seller produce a copy of the policy of insurance. Failure to comply with the Clause shall entitle the Seller to make demand in respect of all sums owing by the Buyer to the Seller which shall forthwith become due and payable. 10 LOSS OF PROFIT/LIMITATION OF LIABILITY 10.1 In any event and notwithstanding anything contained in this Contract the Seller’s liability in contract tort (including negligence or breach of statutory duty) or otherwise arising by reason of or in connection with this Contract (except in relation to death or personal injury caused by the negligence of the Seller or its employees while acting in the course of their employment) shall be limited to the Contract Price. 10.2 Notwithstanding Clause 9.1 and anything contained in the Contract, in no circumstances shall the Seller be liable in contract tort (including negligence or breach of statutory duty) or otherwise howsoever and whatever the cause thereof: 10.2.1 for any increased costs or expenses: 10.2.2 for any loss of profit, business, contracts, revenues or anticipated savings: or 10.2.3 for any special, indirect or consequential damage of any nature whatsoever. 11 INSOLVENCY OF BUYER 11.1 This clause applies if: 11.1.1 the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or 11.1.2 an encumbrancer takes possession, or receiver is appointed, of any of the property or assets of the Buyer; or 11.1.3 the Buyer ceases, or threatens to cease, to carry on business: or 11.1.4 the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly. 11.2 If this clause applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Seller, and if the Goods have not been paid for by the Buyer shall at the option of the Seller, make any Goods still at his premises available for collection by the Seller and the price for the Goods shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary, credit to be given for any Goods collected by the Seller. 12 CANCELLATION AND AMENDMENTS If the Buyer shall be in default as to payment or collection for previous orders, the Seller may cancel all outstanding orders without any liability. Confirmed orders that are subsequently cancelled after 1st November of any year will incur 100% cancellation charge. Amendments to orders made after the order deadline date will incur a £25.00 + VAT Admin Fee. 13 QUALITY The Seller warrants the authenticity of the plant species is as stated on the order. However in view of the nature of the products being naturally perishable Goods no warranty or representation (save as provided in statute) can be given in respect of growth or shelf-life of the Goods following the date of delivery. 14 NO WAIVER No forbearance or indulgence on the Seller’s part in enforcing these Conditions shall prejudice the Seller’s strict rights under these Conditions nor shall it be construed as a waiver of such rights. 15 SEVERANCE If any of these Conditions are rendered or held to be void or unenforceable in whole or in part, then it shall be unenforceable only to the extent that it is shown that it would not be lawful, fair or reasonable to allow reliance upon it and no further and the remaining Conditions shall remain in full force and effect 16 GOVERNING LAW This Contract is governed by the laws of England.
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