

[Company Legal Name]

Plant Application Policy

Grow-to-order service policy for Agricultural Sector plant applications.

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Effective Date	[DD Month YYYY]
Applies To	Customers, visitors, and anyone engaging with our Stock Sector, Service Sector, or Agricultural Sector.
Contact	[Support Email] [Support Phone] [Business Address]

Important notice: This document is a template and should be reviewed by qualified legal counsel in Trinidad and Tobago before publication. Where any term conflicts with mandatory law, mandatory law prevails.

1. Purpose and scope

This Plant Application Policy explains how **[Company Legal Name]** provides custom grow-to-order plant services in our Agricultural Sector. A Plant Application is a service order where a customer requests that we grow a plant (or plants) over a specified period.

Because plants are living products, outcomes depend on natural factors. We commit to transparent communication, reasonable care, and accurate recordkeeping, but we cannot guarantee identical results for every plant.

1.1 Relationship to Terms and Conditions and plant application form

This Policy explains the general approach to Plant Applications. Your specific Plant Application form (and any quote or acceptance message) sets the agreed plant type, timeline, pricing, and any deposit or cancellation terms.

2. At a glance

- Submit a Plant Application (digital or physical).
- We review, confirm feasibility, and provide a cultivation plan and estimated timeline.
- Payment is generally due after the application process is completed (unless a deposit is agreed).
- Progress can be recorded and shared (photos, notes, growth stages) as part of the application.
- Delivery or pickup is available. Live plants must be collected promptly once ready.

3. Definitions

- **Plant Application:** The customer form/order requesting cultivation of one or more plants.
- **Cultivation period:** The planned timeframe for growing the plant(s).
- **Completion:** The stage at which the plant(s) meet the agreed readiness criteria or the cultivation period ends (as stated in the application).
- **Aftercare:** The care instructions provided to the customer after handover.

4. Submitting an application

Applications may be submitted digitally (email/WhatsApp/online form) or physically at our location. We may require accurate contact details so we can provide updates and coordinate pickup/delivery.

4.1 Information required

A Plant Application typically includes:

- Plant type/variety requested (or the closest acceptable option)
- Quantity requested
- Preferred cultivation method (if applicable) and container size

- Requested timeframe or deadline (if any)
- Pickup or delivery preference
- Any special instructions (e.g., organic preferences, scent strength for seasonings, etc.)

5. Review and acceptance

We will review your application for feasibility based on seasonality, availability of seeds/seedlings, space, and required inputs. We may accept, reject, or propose modifications.

An application is considered accepted only when we confirm acceptance in writing (message/email) or when both parties sign the document, depending on the process used.

6. Pricing and payment

Pricing may include inputs (seeds/seedlings, soil, pots/containers, fertilizer), labour, time, and any agreed delivery fee.

6.1 Payment timing

Unless otherwise agreed in writing, customers do not need to pay upfront. Payment is generally due at completion before pickup/delivery. However, for certain applications (large quantities, rare plants, special containers), we may request a deposit.

6.2 Deposits (if applicable)

- Deposits may be used to secure inputs and begin cultivation.
- Deposit terms (refundable/non-refundable portions) will be stated in writing before payment is taken.

7. Cultivation, updates, and records

We may keep records of the plant's progress such as dates planted, watering/fertilizing notes, growth milestones, and photos. Where feasible, we can share updates at agreed intervals.

7.1 Natural variability

Plants vary by genetics and environment. Size, colour, scent, yield, and growth rate may differ from expectations. We will communicate material risks (e.g., out-of-season growth challenges) during acceptance where possible.

8. Changes and customer requests during cultivation

If you request changes after cultivation has started (e.g., different variety, larger pot, accelerated timeline), additional costs may apply and the timeline may change.

9. Completion, pickup, and delivery

9.1 Completion criteria

Completion is determined by the criteria stated in your Plant Application (for example: ready for transplant, ready for harvest, or grown for the agreed period). If no criteria are stated, we will use a reasonable standard based on typical cultivation practices for the plant type.

9.2 Pickup

- We will notify you when the plant is ready for pickup.
- Pickup should occur within the stated pickup window (especially for sensitive or harvest-ready plants).
- If a plant is not collected on time, plant health may decline due to conditions outside our control.

9.3 Delivery (optional)

Delivery is available where requested. Delivery fees and schedules are agreed separately. The receiver should inspect the plant at delivery.

10. Cancellations

Because Plant Applications are custom services, cancellations may have costs depending on the stage of cultivation.

- If you cancel before cultivation begins, we may refund amounts paid minus any agreed administrative fee (if applicable).
- If you cancel after cultivation begins, you may be responsible for costs already incurred (inputs and labour).
- If you cancel late in the process, we may offer the plant for sale to others; any refund (if any) will depend on whether the plant can be resold.

11. If a plant fails or underperforms

Plant failure can occur due to pests, disease, weather, seed viability, or other natural causes. If a failure occurs during cultivation, we will assess and may offer one of the following, depending on the circumstances and what is stated in the Plant Application:

- Replanting (restart) with a revised timeline
- Substitution with a similar plant/variety
- Partial refund or credit for unused inputs (where applicable)
- No refund if failure is due to customer-provided inputs, instructions, or conditions beyond our reasonable control (as stated in the agreement)

12. Handover and aftercare

Once the plant is delivered or picked up, ongoing care becomes the customer's responsibility. We may provide basic aftercare guidance. We do not guarantee survival after handover due to differences in environment and care.

13. Contact

Plant Application support: **[Support Email]** | **[Support Phone]**. Please include your application reference number and plant type.

14. Legal and regulatory context (non-exhaustive)

This Policy is intended to support transparent business operations in Trinidad and Tobago. Depending on the transaction type, applicable laws and regulations may include (among others):

- Sale of Goods Act, Chap. 82:30 (where applicable to goods supplied)
- Consumer Protection and Safety Act, Chap. 82:34
- Electronic Transactions Act, Chap. 22:05 (for digital applications and signatures where used)
- Value Added Tax Act, Chap. 75:06 (where VAT applies)

If any part of this Policy conflicts with mandatory law, mandatory law prevails. For regulated activities (including lending, investment-related arrangements, or auctions), professional advice and/or licensing may be required.