Terms and Conditions



- I. Our prices for goods supplied or work done are based on the cost to us the company of goods, materials and labour and transport (including the costs of conforming with obligations imposed by statute or Government Order) ruling at the date when such prices were quoted or in the absence of a quotation when such prices were agreed. In the event of any increase in such goods after the date of our quotation or agreement and before delivery of the goods or completion of the work we reserve the right to make a corresponding increase in our price.
- 2. Orders are accepted and delivery dates are agreed subject to our, the company being able to secure the necessary labour and material. We accept no responsibility if delivery of the goods or materials or execution of work is delayed or prevented by any cause beyond our control including (but without derogating from the generality of the foregoing)
 - i. Strike lock-out labour disturbance restriction or ban on overtime.
 - ii. Reduction or stopping of output at the works of makers of any goods or materials required.
 - iii. Failure by the customer to give instructions or supply necessary documents in due time.
- 3. The Goods which we the company has supplied to the customer or third party shall remain the property of the company until payment is received in full. If the company wishes to recover Goods it may enter any premises where it has reason to believe they are stored and may repossess and resell the same.

The supplier shall be paid by the customer on delivery; either by cash, cheque (with a suitable guarantee card) or credit card. For Clients who have a pre agreed credit account with the supplier, payment will be 30 days from invoice date.

- I. If we the company are prevented from the delivering goods or materials or executing work by any cause beyond our control the customer shall pay us on a quantum merit basis for any goods or materials supplied and for all work done or other obligations incurred by us on the customers behalf.
 If the customer shall fail to pay any account when due or in the case of death incapacity bankruptcy or insolvency of the customer or where the customer is a company in the case of liquidation or the appointment of a receiver, the price of all goods or materials invoiced and/or delivered and the cost of all work already invoice and/or carried out shall immediately become due and payable and in addition on the occurrence of any such event property on hire to the customer and/or to suspend delivery of further goods or materials or the execution of further work under the contract without prejudice to our right to recover any loss sustained.
- 5. Any goods materials plant equipment or fittings supplied by or through the customer or a third party shall be of sound construction and suitable for the purpose for which they are to be used.
- 6. Where in the course of the contract work use is made of private roads or paths or other property, shall we the company be entitled to assume in the absence of written notice to the contrary from the customer that such buildings roads paths or other property are safe and suitable to be used and that all necessary licences have been obtained. We are not responsible for any damage to any building roads paths or other property including vehicles and shall be indemnified by the customer against all claims in respect thereof save only where the same shall arise by reason of negligence on our part.
- 7. The customer shall comply with all conditions imposed by the Local Authority, Highways Authority or other authority is relation to our location of delivery work and equipment.
- 8. We the company are not liable for any personal injury or injury to property or any other loss or damage direct or indirect and of whatsoever nature caused by or arising out of
 - i. Delay or failure to deliver goods or materials or to carry out work from any cause beyond our control;
 - ii. Failure or defect in any goods materials plant machinery or fittings not manufactured by us.
- 9 In the event of our the company incurring additional costs in carrying out work for the customer owing to an alteration unknown to us at the date of our Quotation or the date when the contract was entered into we reserve the right to charge the customer with such additional costs.
- Title of goods does not pass to the customer until the goods are paid for in full. The responsibility and risk in the Goods shall pass to the buyer at the point of delivery of the goods thereafter.
- Warranties In addition or subject to any other warranty or condition previously agreed in writing we the company warrants that the Goods are satisfactory quality and correspond, within reasonable tolerance levels to the quality ordered and to the company's standard specification of the Goods current at the time of production and to all statutory requirements applicable to the Goods.
- Termination of Contract In addition to any other remedy we the company may terminate all or any of it's contracts with the customer if he is in default under any such contract or he is insolvent, whereupon all amounts owing for Goods sold to the customer shall become immediately due and payable.
- Unless otherwise agreed in writing these terms and conditions apply to all contracts entered into, either verbal or written, by us to the exclusion of any Terms and Conditions contained in the customers order which conflict or purport to modify these terms and conditions and to exclusion of any conditions or warranties implied by common law or statute.
- 14 These terms shall be governed by and interpreted in accordance with the laws of England and Wales.

Special Note: Any quotation submitted does not constitute an offer capable of acceptance. No contract shall be created unless and until we accept the customers order, and any such contract shall be exclusively governed by our standard Terms and Conditions printed above.