

Terms and Conditions of Sale

Form of contract

All estimates and quotations are based upon the following conditions. Any estimate or quotation submitted by us does not constitute a binding offer, nor is any order resulting from an estimate or quotation subject to acceptance by us. Unless otherwise stated all estimates and quotations expire 30 days after the date hereof. All estimates and quotations are subject to the customer providing evidence of satisfactory credit worthiness when so requested. No contracts will arise until the customer's order has been accepted by our selves.

Prices

All estimates and quotations are subject to variation to meet fluctuations in costs such as Tax Legislation etc. arising after the date hereof. All prices, terms and conditions are valid to the enquirer only and may not be adopted by a third party. Prices do not include for any investigation works or the removal of licensed waste such as asbestos unless otherwise stated. All prices, unless otherwise stated are exclusive of Value Added Tax.

Payment

All accounts are strictly 30 days from date of completion of works unless otherwise agreed in writing by ourselves. Should payment be delayed beyond 30 days, interest will then be charged on the overdue account until date of payment at a rate of 4% above the base lending rate at Lloyds TSB Bank Ltd for the time in force per week or part of. We reserve the right to withhold further works and deliveries until payment of previous invoices is made in full. No retentions for money's will be allowed unless agreed in writing by ourselves at the time of acceptance of order.

Ownership of goods

Beneficial and equitable ownership in all goods shall remain with us until full payment has been received (each contract being considered as a whole) and shall remain with us even if they have been connected to other structural items regardless of any third party sale of the goods in question. We reserve the right to collect from the purchaser any goods not paid for within the specified time and also the right to demand from the purchaser information to the location of the goods, should they not be paid for in the specified time. The customer will be responsible for any costs incurred in the recovery of unpaid goods as well as any losses incurred in the supply of purpose made items for any contract that cannot be resold as standard items. We do not accept any liability for any costs incurred by the customer caused by the removal of goods under our ownership as described above.

Liability for defects

All defective goods and services must be notified to our office immediately and in any event twelve months from date of delivery. If we agree that they are defective we shall have the option of replacing or repairing them free of charge, or again at our opinion give credit for them providing that the purchaser returns the goods to us in the same condition in which they were delivered. We accept no liability for any damage to property arising directly or indirectly from any defects in the goods or for any consequential loss or damage or for any costs or expenses incurred or sustained by the purchaser or other persons in connection with such goods prior to or subsequent to such defects becoming apparent. The purchaser shall indemnify us against any liability or claim for injury or death to any persons or persons (other than caused by our acts, omissions or those of our servants or agents) arising directly or indirectly from any defects in the said goods.

Damaged goods

No claim for damaged goods will be entertained unless notice is made to our office within three days, followed by a complete claim in writing within five days of the delivery of goods or completion of works.

Delivery

Delivery dates or periods of works set out in our estimates and quotations are only forecasts and are subject to confirmation in our acceptance of an order. Although we endeavour to meet all delivery dates and contracts times stated, no liability is accepted for any losses incurred arising from delayed delivery or extended contract times unless formally agreed by ourselves in writing at time of acceptance of an order. Should the customer decline to accept written acknowledged delivery as advised, notification should be made to our office at least five working days prior to the delivery date or we shall be entitled to invoice for payment in accordance with the contract.

Conflict

These terms and conditions succeed and take president over all statement of terms and conditions relating to the contact from all clients / buyers to which these terms apply.