

Terms & Conditions

1. GENERAL

- a. All quotations, offers for sale or acceptances of orders are subject to the following express terms and conditions and these conditions shall apply notwithstanding any conditions to the contrary in the Buyers conditions (which insofar as they are inconsistent with these conditions are deemed to be waived).
- b. All timber is sold under the Timber Trade warranty clause viz: Goods are not tested or sold as fit for any particular purpose. Any term Warranty or Condition express, implied or statutory is excluded. In no circumstances whatsoever shall Seller's liability (in Contract tort or otherwise) to the Buyer arising under, out of, or in connection with this Contract or goods supplied exceed the Invoice price of the particular piece(s) in regard to which complaint is made.

2. PRICE

Quotations are based on current prices and will be held for 30 days from date of quotation after which they may be varied without notice to prices ruling at time of acceptance of order. The price or prices quoted may be varied due to justifiable increases in costs and the involved prices will be those ruling at the date of dispatch of the goods.

3. VALUE ADDED TAX

All prices quoted are exclusive of Value Added Tax and any Value Added Tax payable in respect of goods supplied will be borne by the Buyers.

4. PAYMENT

- a. Payment must be made in cash (or other acceptable payment method) when the order is placed or upon such terms as the Seller may from time to time extend to the Buyer which terms may be withdrawn by the Seller at any time. If the Buyer should commit a breach of any such terms then the Seller may at it's election without prejudice to any other rights it may have, suspend any further delivery or cancel the Contract.
- b. Any order once placed cannot be cancelled except by mutual agreement in writing and then only on such terms which would fully indemnify the Seller.
- c. If the Seller has granted a Buyer credit on account, payments towards that account must be made within the specified and agreed terms which are 30 days nett. If the credit account is not operated within these terms and if payments are not received by the agreed date the Seller will charge the Buyer interest on the overdue amount at 4% over the Bank of England base rate.

5. DELIVERY

- a. Where contracts provide for a single delivery goods shall be delivered and accepted as soon as

ready unless specifically agreed otherwise by the Seller in writing.

b. Where contracts provide for deferred deliveries such deliveries BY INSTALMENTS shall be accepted as specified in the contract for as soon thereafter as ready provided that all deliveries shall be accepted within six months from the date specified for the first delivery. In the event of failure to accept any delivery the balance remaining undelivered shall be invoiced (payment for such balance immediately thereupon becoming due) and storage costs charged to Buyer's account, the goods held at Buyer's risk.

c. Each delivery shall constitute a separate contract and any failure or defect in any one delivery shall not violate the contract as to the remaining deliveries.

d. Whilst every effort will be made by the Seller to effect delivery in accordance with any pre-arranged dates, no guarantee as to dates of delivery by the Seller is to be implied and the Seller will not accept liability for any loss or damage occasioned by the delivery however caused

e. Should delivery or work be required sooner than the normal time needed for it's production, every effort will be made to secure freedom from defects but reasonable allowance must be made by the Buyer in such cases. Should such delivery necessitate overtime begin worked or other additional costs begin incurred a charge will be made to cover the increased cost.

f. When the Seller has agreed to deliver, deliveries will only be made to a position on a good hard surface nearest the site accessible by a good hard road. The Buyer will be responsible for unloading the goods with his own labour and without undue delay.

6. QUANTITY VARIATIONS

A shortage or surplus, charged pro rata, not exceeding ten per cent will be considered due execution of any order.

7. CLAIMS

a. The Buyer shall be deemed to have accepted the goods if he retains them for more than seven days without notifying the Seller IN WRITING that he has rejected them.

a. Any complaint or claim must be notified to the Seller in writing within seven days of the receipt of the goods by the Buyer, or if related to the transport of goods within such time as will enable the Seller to comply with the time limit and procedure of the carriers by whom the goods were transported. Where a complaint is made the consignment as a whole must be retained or returned and no claim whatsoever will be accepted for a portion or part of any consignment unless agreed to in writing by the Seller.

c. The absence of any complaint or claim within the above period shall be conclusive evidence in any proceedings that the Seller has fully discharged all it's obligations under the contract and in particular that the goods were in conformity with the Contract in all respects.

d. The return of the goods will not be accepted until the Seller or his representative shall have HAD an opportunity of examining them.

e. NO CLAIMS CAN BE CONSIDERED IF THE GOODS HAVE BEEN CHANGED IN ANY WAY FROM THE FORM IN WHICH THEY WERE SUPPLIED. Any further machining or cutting or processing would deem the material to have been accepted.

8. PASSING OF PROPERTY

a. Notwithstanding that the Buyer or his Agents obtain possession of the goods, all or any such goods will remain the property of the Seller until such time as payment is made in full to the Seller who shall be entitled to all rights of access to the Buyer's premises to enforce its rights hereunder.

b. If the buyer does not pay on the due date for payment the Seller shall be at liberty on its own account to sell or otherwise deal with or dispose of the said goods in such manner as it may deem fit.

c. Until such payment in full discharge of payment is made the Buyer is required to store or mark the goods in such a way as to indicate that they remain the property of the Seller.

d. In the event of the Buyer reselling or otherwise disposing of the goods or any part thereof before the property therein has passed to him by virtue of clause 8(a) hereof then the Buyer will, until payment in full to the Seller of the goods hold in trust for the Seller all his rights under such contract or re-sale or any other contract in pursuance of which the goods or any part thereof are disposed of or any contract by which property comprising the said goods or any part thereof is or is to be disposed of and any monies or other consideration received by him thereunder.

9. THIRD PARTY LIABILITY

The Seller shall be under no liability in respect of any damage or loss to third parties CAUSED directly or indirectly by the goods IN ANY WAY WHATSOEVER and the Buyer shall at all times indemnify the Seller against such loss or damage.

10. ASSIGNMENT

The Buyer shall not assign the Contract AS A WHOLE OR IN PART without the written consent of the Seller.

11. DETERMINATION OF CONTRACT

If the Buyer shall make default in or commit a breach of the Contract or of any other of his obligations to the Seller, or if any distress or execution shall be levied upon the Buyer's property or assets, or if the Buyer shall make or offer to make any arrangement or composition with creditors, or commit any act of bankruptcy, or if any petition or receiving order in bankruptcy shall be presented or made against him, or if the Buyer is a limited company and any resolution or petition to wind up such company's business (other than for the purpose of amalgamation or reconstruction) shall be passed or presented, or if a receiver of such company's undertakings, property or assets or any part thereof shall be appointed, the Seller shall have the right forthwith to determine any contract then subsisting and upon written notice of such determination being passed to the Buyer's last known address any subsisting contracts shall be deemed to have been determined without prejudice to any

claim or right the Seller may otherwise make or exercise.

12. FORCE MAJEURE

The performance of all contracts is subject to variation or cancellation by the Seller owing to any act of God, war, strikes, lockouts or any other industrial action, fire, flood, drought, tempest, insect or fungicidal attack or any other cause beyond the control of the Seller or owing to any inability by the Seller to procure materials or articles required for the performance of the Contracts and the Seller shall not be held responsible for any liability to deliver caused by such contingency.

13. ARBITRATION

Any dispute under the Contract shall be referred to an arbitrator or Arbitrators to be appointed by the parties or in default of agreement by President of the Law Society for the time being and his/her or their decision shall be binding on both parties, and this shall be a submission to arbitration with the Administration Act 1950, or any statutory modification for the time being in force.

14. APPLICABLE LAW

The contract shall be governed by the Laws of the Country in which the Seller is domiciled or, in the case of a limited company, the Country in which the Registered Office of the Seller is situated

15. LIABILITY

The Seller shall be under no liability for consequential loss in respect of any supply of goods.

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