

Barnes Fencing Supplies Limited 2008 - 2508

Terms & conditions of sale

1. In these conditions of sale the following terms shall have the following meanings:-the "company" is Barnes Fencing Supplies Limited "the buildings" is the building erection or construction or the part or parts thereof described in order including all items incidental or ancillary thereto as specified in such order. The customer "is the persons, firm or company who has agreed to purchases the building.

2. No variation of these conditions shall apply unless confirmed in writing by the company from its head office. No employee, other than a director, has the authority too verbally or in writing.

3. Payment terms. subject to the agreed deposit having been paid to the selling agent, the balance of payment due to the company 7 days prior to the delivery date notified by the company failure to pay on time will delay delivery where the company is manufacturing a special building to customers order the company reserves the right to have full payment made before any manufacturing process takes place.

4.all dates and periods of the time given or specified by the company in quotations and contracts are business estimates only and although the company will use its best endeavours to adhere to any dates or periods of time given, the company shall not be liable in any way whatsoever for any direct or consequential loss which may result from delay in the delivery of any building the company cannot be held responsible for delays caused by force majeure adverse weather conditions, strikes, lookouts, civil commotion or by ant other cause beyond the control of the company and such delays shall not be a basis for cancellation of the order.

5. Where the customer requires a delay in the immediate processing of an order, the company reserve the right to vary the price accordingly.

6.the customer shall notify the company if there are any difficulties regarding access from the public highway to the customers address where the building are to be delivered and upon such notification the company reserves the right to make additional delivery charge, where the building is being erected by the company, it is the responsibility of the customer to ensure that access for the building through the customer's premises to the erection site is suitable, bearing in mind the size of the building ordered. A charge for wasted time will be made if the access is not suitable.

7.(a) the risk in the building shall pass to the customer on delivery to the address designated by the customer and the customers' liability to the company for the price will not be affected by any subsequent loss or damage. until the company has been paid in full for the building, even though the risk shall have passed to the customer, the property in the building shall not pass to the customer but shall remain vested in the company until full payment has been received by the company and until such time the customer shall hold the buildings asbailee for the company. Such sums shall not be created as paid until all cheques, bills etc.have been honoured. in the event of default by the customer the company shall be entitled forthwith to repossess any buildings which remain the property of the company and the customer shall for all purpose allow the company access and entitlement to enter upon any premises where the customer is in occupation or to where he/she has access and where any such buildings may be for the purpose of such repossession.

(b)the customer shall only be at liberty to resell the goods purchased from the company prior to the passing of the title on the conditions that it will hold on trust for the company so much of the proceeds of the sale as are necessary to discharge payment in full to the company.

8. The company reserves the right to make minor alterations to the specification without notice.

9. Illustrations, photographs, descriptions, information and statements contained in the company's brochure and literature are intended only as a general guide and do not form any contract. Nor do the same constitute any representation by or on behalf of the company.

10. The customer shall inspect the building/s on delivery and shall notify the company in writing within 14 days of any complaint that the building/s is incomplete and/or damaged and failing such written notification the customer shall be deemed to have accepted the building/s as complete and intact.

11. No guarantee. Warranty or other representation is not given by the company concerning the incidence, prevention or elimination of condensation, nor have its agent's authority to give such representations or warranties.

12.For installation purposes, the customer herby agrees to allow access during normal working hours, and free use of electricity. The customer further agrees to responsible for providing a clear working area including the moving of any shrubs, plants, trees telephonist and electrical cables as necessary.

13. Where the company undertakes the erection of the building it will ensure that reasonable care and skill is employed in carrying out the work. No responsibility is accepted for shrinkage of timber which occurs notwithstanding the timber conforming to that specified or abnormal shrinkage, the result of excessive or rapid heating. The company may sub-contract the whole or any part of the work.

14. It is the responsibility of the customer to ensure that all permissions, approval or consent.

15. it is an express condition that where the company is undertaking the erection of a building on the customers prepared base area chat: the customer is responsible to ensure that the base area is complete and constructed to give a level base area of suitable size if on arrival of the company's installers the ground area proves to be unsuitable, the company will charge for the labour for two men plus travelling expenses.

16. It is an express condition that the customer is responsible for ensuring adequate ease of access at time of delivery. Failing to provide this, the building will be delivered and left for the customer to arrange its own installation without any reductions in cost.

17. It is an express condition that the customer shall give full and proper address details sufficient to clearly identify the delivery address.

18. Typographical and/or clerical errors or omissions shall be subject to correction

19. Any provision in these conditions which in any way now or subsequently contravenes the law subsisting in the United Kingdom shall be deemed severable not affect any other provision herein.