

Terms and Conditions

1. DEFINITIONS - In these conditions

1.1 'The Company' means F. D. Hall and Son Limited.

1.2 'The Customer' means the customer or the Customer's agent who accepts a quotation of the Company, or whose order for the Goods/Services is accepted by The Company, for the supply of the goods/services.

1.3 'Goods/Services' – any of The Company's range of products or services (including any instalment of materials) that the 'Company' sells to the Customer or will supply in undertaking the services.

1.4 'Conditions' – These Terms and Conditions of Sale.

No variation to these conditions shall be binding unless agreed in writing between the authorised representatives of the Company and the Customer.

1.5 'Quotation' – means any quotation or tender issued by the Company to the Customer.

2. ACCEPTANCE

Goods/Services will only be supplied subject to the customer agreeing to these Conditions. Any prior verbal or written understanding, direct or indirect, shall be null and void.

3. ORDERS

Orders and any amendments are to be submitted in writing and are to include reference to the Company's estimate/quotation reference. The Company does not undertake to commence production of the order until a written order has been received.

4. MANUFACTURING/INSTALLATION TIMES

The Company will make every best endeavour to produce the goods/services on time bearing in mind that products/goods/services provided or undertaken on our behalf by others in the course of manufacture/installation may prevent the Company from doing so. Dates and times stated for manufacture and/or installation shall only be effective from final receipt of all required information, including colours, treatments and the like by the Customer. All and any delays caused by changes to orders once manufacture has commenced, or late advice of required information, shall be at the sole liability of the Customer.

5. PRICE OF GOODS/SERVICES

5.1 The price of the Goods/Services shall be the Company's quoted price. Unless the subject of a particular fixed price and/or fixed term quotation has been agreed in writing between the Company and the Customer the Company reserves the right to change prices without giving notice to the Buyer, until the order is agreed between the Company and the Customer, the quoted price remains open for acceptance for 60 days.

5.2 All quoted prices are exclusive of VAT which shall be due at the rate ruling on the date of the invoice.

6. TERMS OF PAYMENT

6.1 Requests for payment will be made on completion of the contract by issuing a Tax Invoice; Upon delivery of goods with a Tax Invoice for payment on delivery. Any specific payment date, i.e. 7 days from completion of contract will be stated on the quotation.

6.2 Nett payment of agreed Credit Accounts will be strictly due 28 days from date of invoice.

6.3 Where a contract exceeds 30 days then an application for Interim payment, for works completed and materials supplied, will be made on a monthly basis, or on such dates as may be agreed.

6.4 Time of Payment is of the essence.

6.5 Late payment will be liable to interest at a rate of 1.5% monthly over Lloyds TSB Bank plc Base Rate, on the total gross value of the invoice issued by the Company, calculated from the day payment falls due, and interest will continue to accrue after, as well as before, any judgement.

6.6 We understand and may exercise our statutory right of interest under the late Payment of Commercial Debts (Interest) Act 1998 if we are not paid according to our terms.

6.7 The Customer is liable for any payment of additional costs, together with any other costs directly applicable.

6.8 If payment is not received by the due date, and fails to be settled by any other agreed date with the Buyer, then the Seller may take action to recover the debt by means of applying to a court on the grounds that the order was placed, and the contract entered into, without the Buyer having set the agreed amount aside or made provision for the payment of the debt, thereby entering into the contract falsely and with the possible intent to default.

7. DELIVERY

7.1 Damage. The Company's responsibility shall cease upon delivery (in respect of Supply Only contracts) or expiry of contract retention period (whichever occurs later) and thereupon all risk passes to the Customer.

7.2 Any dates quoted for delivery of the Goods/Services are approximate only and the Company shall not be liable for any delay in delivery of the Goods/Services howsoever caused.

7.3 In the event of force majeure, obstacles affecting shipment or manufacturing, shortages of raw material, labour conflicts or other specific events which can prevent normal processing of an order, we may cancel the contract in whole or in part or delay delivery without thereby giving rise to a claim against us by the customer.

8. PROPERTY

All goods supplied shall remain our property until paid for in full and we shall retain the right to repossess any goods to which we have retained title and for this purpose the agents of the Seller may enter all or any of the Buyer's premises during normal business hours. This right shall continue to subsist until we have been paid in full.

9. LIABILITY

9.1 The Seller shall not under any circumstances be liable to the customer for any indirect consequential or special loss or damage caused by or arising out of the acquisition or use of any of the Goods/Services.

9.2 The Seller shall be under no liability in respect of any defect in the Goods/Services arising from any drawing, design or specification supplied by the Buyer or their Agents.

9.3 The Seller shall be under no liability in respect of any defect or claim arising from fair wear and tear, wilful damage, negligence, incorrect movement, (or where installation was not part of the contract) installation/erection or failure to follow the Seller's instructions, (whether oral or in writing), misuse or alteration or repair of the goods/services with the Seller's approval.

9.4 The Seller shall be under no liability under the above conditions (or any other warranty, or guarantee) if the total price for the Goods/Services has not been paid by the due date for payment.

10. ADVICE

Any advice given by members of this Company shall be given in good faith, is not binding on the Company, and no responsibility will be accepted for loss or damage caused, whether or not, attributed to this advice.

11. TERMINATION

11.1 In the event of cancellation of the order by the Buyer, then any costs/expenses incurred by the Seller to the receipt of the written advice of cancellation shall become payable by the Buyer.

11.2 In the event of the Buyer's assets and/or financial condition deteriorating, following the acceptance of a written order, we will retain the option to terminate existing contracts, suspend deliveries or require special guarantees, at the same time the Seller will expect to be paid for costs already incurred in taking the order to that date.