



BUSINESS TERMS AND CONDITIONS

What these terms cover.		
	1.1	There are the terms and conditions on which we supply products to you.
Why you should read them		
	1.2	Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or require any changes, please contact us to discuss.
OUR CONTACT DETAILS		
Who we are.	2.1	We are Harlow Bros Limited a company registered in England and Wales. Our company registration number 907445 and our registered office is at Long Whatton, Loughborough, Leicestershire, LE12 5DE
How to contact us	2.2	You can contact us by telephoning our customer service team at 01509 842561 or by writing to us at sales@harlowbros.co.uk and Hathern Road, Long Whatton, Leicestershire, LE12 5DE
How we may contact you	2.3	If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
"Writing" includes emails.	2.4	When we use the words "writing" or "written" in these terms, this includes emails.
OUR CONTRACT WITH YOU		
How we will accept your order.	3.1	Our acceptance of your order will take place when we tell you that we are able to provide you with the product, at which point a contract will come into existence between you and us.
If we cannot accept your order.	3.2	If we are unable to accept your order, we will inform you of this and will not charge you for the product. This might be because the product is out of stock, because a credit reference we have obtained for you does not meet our minimum requirements, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.
Your order number.	3.3	We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.
We only sell to the UK	3.4	Our brochure and website are solely for the promotion of our products in the UK. Unfortunately, we do not accept orders from addresses outside the UK.
OUR PRODUCTS		
Products may vary slightly from their pictures, models or samples	4.1	The images of the products in our brochure or on our website and models and samples are for illustrative purposes only. Although we have made every effort to display the products accurately, we cannot guarantee that a product's appearance or the printed pictures in our brochure accurately reflect the product to be supplied. Your product may vary slightly from those images, samples or models specifically in respect of any variation in the grain, shading or colour in natural products such as timber used from any image, sample or model previously provided or examined by you.
Product packaging may vary	4.2	The packaging of the product may vary from that shown in images on our website or in our catalogue or brochure.
Making sure your measurements and specifications are accurate.	4.3	If we are making the product to measurements or any other specifications that you have given to us you are responsible for ensuring that these measurements or specifications are correct and we shall not be responsible for: <ul style="list-style-type: none"> (a) any defects resulting from any inaccuracies in the measurements, specifications or other instructions provided by you; or (b) any unsuitability of timber products supplied at your request to be of a specific grade or species of timber; or (c) any variation in size outside of timber trade nominal sizes unless previously agreed.
	4.4	In the event that the product has been prepared or constructed or assembled in accordance with the specifications or instructions provided by you then we give no warranty (and any warranty, term or condition that would otherwise be implied is excluded) as to the their fitness for any purpose unless otherwise agreed by us in writing.
	4.5	Unless we have physically attended your premises or the site where the product is to be used and taken measurements we will not accept responsibility that the product manufactured in accordance with the designs, specifications or other particulars stated in the quotation and with prepared or approved by you, or on your behalf, prior to commencement of the manufacture are appropriate for that location.
RISK AND TITLE AND INSURANCE	5.1	Until the price for the product has been paid in full, which shall include the full settlement of any credit or trade agreement, and to the extent that our product is identifiable and separately demountable from any other goods to which they have been attached the product will, notwithstanding delivery to or collection by you, remain our property.
	5.2	We reserve the right to repossess any product in respect of which payment is overdue. You hereby grant an irrevocable right and licence to us and our servants, agents and employees to enter upon your premises, with or without vehicles, during normal business hours for the purpose of repossessing our products.
	5.3	Until the price for the product has been paid in full you must keep the product in good repair and condition and identifiable as our property.
	5.4	The risk in the products will pass to you on completion of delivery. You are responsible for insuring the products against all risks from delivery.
YOUR RIGHTS TO MAKE CHANGES		
	6.1	If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing for delivery or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.



OUR RIGHTS TO MAKE CHANGES		
Minor changes to the product	7.1	We may change the product:
		(a) to reflect changes in relevant laws and regulatory requirements; or
		(b) to implement minor technical adjustments and improvements. These changes will not materially affect your use of the product provided that such use has been expressly made known to us in writing before we accepted your order.
More significant changes to the product and these terms.		
	7.2	In addition we may make the following changes to the products, but if we do so we will notify you and you may then contact us to end the contract and receive a full refund before the changes take effect:
		(a) substitute a different material of a similar quality; or
		(b) substitute a different brand or manufacturer of a similar quality; or
		(c) substitute a different species of timber of equivalent quality; or
		(d) substitute a different treatment of timber of equivalent quality.
Updates to digital information / instructions	7.3	On occasion we may update digital information or instructions, provided that the digital information or instructions shall always match the description of the product that we provided to you before you bought it.
PROVIDING THE PRODUCTS		
Delivery and installation costs.	8.1	The costs of delivery and any installation will be as told to you during the order process or as set out in our current price list.
When we will provide the products.	8.2	During the order process we will let you know when we will provide the products to you and, if agreed, install them. Any delivery dates provided shall be estimates only and the date of delivery shall not be of essence of the contract unless we have otherwise agreed in writing with you.
We are not responsible for delays outside our control	8.3	If our delivery or installation of the products is delayed by an event outside our control then we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay (being more than 90 days) you may contact us to end the contract and receive a refund for any products you have paid for but not received.
Collection by you	8.4	If you have asked to collect the products from our premises, you can collect the products from us at any time during our working hours of 8 am to 5 pm on weekdays and 8 am to 11:30 am on Saturdays.
	8.5	If you are collecting the products from our premises you are solely responsible for the safe loading of your vehicle regarding the weight, size and positioning of any product and you must comply with our health and safety policy and instructions regarding the access to and the departure from our premises and you agree to indemnify us from claims, actions, damage or injury caused by your actions or failure to safely load or control your vehicle whilst on our premises.
If you are not available when the product is delivered	8.6	If no one is available at your address to take delivery we will leave you a note informing you of how to rearrange delivery or collect the products from a local depot.
Refused delivery or failure to re-arrange delivery	8.7	If you unreasonably refuse delivery or do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs, the costs of any aborted delivery attempts, and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 10.2 will apply.
If you do not allow us access to install	8.8	If you have asked us to install the products for you and you do not allow us access to your property as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 10.2 will apply.
Your legal rights if we deliver late	8.9	If we miss a delivery date for any products then you may treat the contract as at an end straight away if any of the following apply:
		(a) we have refused to deliver the products; or
		(b) you told us in writing before we accepted your order that delivery within the delivery deadline was essential.
When you become responsible for the product.	8.10	The product will be your responsibility from the time we deliver the product to the address you gave us or you or a carrier organised by you collect it from us.
When you own the products	8.11	You own the products once we have received payment in full.
What will happen if you do not give required information to us	8.12	We may need certain information from you so that we can supply the products to you and, if appropriate, install them for you, for example, access rights, delivery location. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (see clause 10.1) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying or installing the products late or not supplying or installing any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
Delivery Access	8.13	If we have agreed to deliver the product to you then this is based on the assumption that the delivery address is readily accessible by hard road and that there will be no delay with the unloading and performance of the delivery address.
	8.14	We reserve the right to decline delivery if we reasonably believe that it would be unsafe, unlawful or unreasonably difficult to effect delivery or if delivery address and access to it would be unsuitable for our delivery vehicle.
	8.15	Any special circumstances required to enable or facilitate delivery should be made clear to us by you when placing any order to prevent delay and inconvenience to both you and us.



Demurrage	8.16	We reserve the right to charge you demurrage at a rate of £45.00 per hour, or part thereof, if any vehicle of ours is delayed by you for more than 90 minutes beyond the time arranged for delivery. This charge is to reimburse us for the extra costs that we will incur by your delay in unloading the vehicle.
Discrepancies and Defects	8.17	You must inform us in writing within 48 hours days of delivery with full details of any alleged defects or discrepancies discovered by you and allow us to investigate (with access to your premises). If the products are found to be defective in material or workmanship (following investigation by us) and you have complied with these condition in full we will, at our option, rectify the products or refund an appropriate part of the price paid by you.
<u>YOUR RIGHTS TO END THE CONTRACT</u>		
You can always end the contract for supply of a product before it has been delivered, installed and paid for	9.1	You may contact us to end your contract for a product at any time before we have delivered and, where agreed, installed it and you have paid for it, but in some circumstances we may charge you for doing this, as described below. Of course, you always have rights where a product is faulty or mis-described (see clause 11, "If there is a problem with the products").
What happens if you have good reason for ending the contract.	9.2	If you are ending the contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided or have not been provided properly and you may also be entitled to further compensation. The reasons are:
	9.2(a)	we have told you about an upcoming change to the product or these terms which you do not agree to (see clause 7.2);
	9.2(b)	we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
	9.2(c)	there is a risk that supply of the products may be significantly delayed because of events outside our control;
	9.2(d)	we have suspended supply of the product for technical reasons, or we notify you that we are going to suspend them for technical reasons, in each case for a period of more than 4 weeks; or
	9.2(e)	you have a legal right to end the contract because of something we have done wrong (but see clause 8.11 in relation to your rights to on end the contract if we deliver late).
What happens if you end the contract without a good reason	9.3	If you are not ending the contract for one of the reasons set out in clause 9.2, then the contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.
Returning products after ending the contract	9.4	If you end the contract after products have been dispatched to you and (because we cannot recall them) they are delivered to you, you must return them to us. If you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you are exercising your legal rights to end the contract because of something we have done wrong then we will pay the costs of return. In all other circumstances you must pay the costs of return and our reasonable restocking handling fee.
	9.5	Unless the product provided by us is defective it must be returned to us in the same condition that it was supplied to you and fit for resale by us.
<u>OUR RIGHTS TO END THE CONTRACT</u>		
We may end the contract if you break it	10.1	We may end the contract for a product at any time by writing to you if:
	10.1(a)	you do not make any payment to us or if we are unable to collect payment from you when it is due and you still do not make payment within 14 days of us reminding you that payment is due;
	10.1(b)	you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example, delivery location or access details; or
	10.1(c)	you do not, within a reasonable time, allow us to deliver the products to you and install them or collect them from us.
You must compensate us if you break the contract.	10.2	If we end the contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.
<u>IF THERE IS A PROBLEM</u>		
How to tell us about problems.	11.1	If you have any questions or complaints about the product, please contact us. You can telephone our business service team at 01509 842561 or write to us at sales@harlowbros.co.uk or Hathern Road, Long Whatton, Leicestershire, LE12 5DE. Alternatively, please speak to one of our staff in-store.
Summary of your legal rights	11.2	We are under a legal duty to supply products that are in conformity with this contract. Nothing in these terms will affect your legal rights.
Your obligation to return rejected products	11.3	If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage, please contact us for a free returns label or collection.
<u>PRICE AND PAYMENT</u>		
Where to find the price for the product	12.1	The price of the product (on which VAT will be payable) will be the order unless we have agreed another price in writing. We take all reasonable care to ensure that the price of product advised to you is correct. However please see clause 12.3 for what happens if we discover an error in the price of the product you order.
We will pass on changes in the rate of VAT	12.2	If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product (including delivery and any agreed installation costs) in full before the change in the rate of VAT takes effect.
What happens if we got the price wrong	12.3	It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated any price list, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakeable and could



		reasonably have been recognised by you as a mispricing, we may terminate the contract, refund you any sums you have paid and require you to return the product at our expense.
When you must pay and how you must pay	12.4	We do not accept payment with American Express credit cards. In the absence of any credit or trade agreement you must pay for the products (including delivery and an agreed installation costs) before we dispatch them or allow you to collect them.
We can charge interest if you pay late	12.5	If you do not make any payment to us or if we are unable to collect any payment from you by the due date we may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of Barclays Bank plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
What to do if you think an invoice is wrong	12.6	If you think an invoice is wrong please contact us promptly to let us know and we will not charge you interest until we have resolved the issue.
Variations	12.7	Any variation to the products, including by way of example but not limited to design, weight, quality or specification, required by you and agreed by us may result in additional charges and an increase in the price payable by you.
OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU		
We are responsible to you for foreseeable loss and damage caused by us	13.1	If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
When we are liable for damage to your property.	13.2	If we are installing the products or providing other services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the service.
We are not liable for business losses.	13.3	The products supplied to you are not for your domestic or private use. In the event that the products are resold by you our liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity will be limited to the value of the products supplied unless you have fully discussed the nature of any such loss of profit, loss of business, business interruption, or loss of business opportunity with us and we have agreed to supply the product on that basis.
Warranty	13.4	Except where otherwise provided, we warrant that products or works comply with their description on the order and are free from material defects at the time of delivery or practical completion (where assembly is to be undertaken by us). For the avoidance of doubt, material defects exclude: (i) any variation in the grain or shading in natural products such as timber used from any sample previously provided or examined by you; (ii) unsuitability of timber products supplied at your request to be of a specific grade; (iii) defects resulting from any inaccuracies in the specifications and instructions provided by you.
	13.5	In the event that the goods or works have been prepared or constructed or assembled in accordance with the specifications or instructions provided by you then we give no other warranty (and any warranty, term or condition that would otherwise be implied is excluded) and you accept sole responsibility as to the suitability or fitness of the products supplied for your intended purpose.
	13.6	Where we are not the manufacturer of the product supplied by third parties to us our liability is limited to any warranty or guarantee that we may receive from that third party for the products.
	13.7	Nothing in terms shall restrict or exclude our liability for (a) fraud or fraudulent misrepresentation, or (b) death or personal injury resulting from our negligence.
HOW WE MAY USE YOUR PERSONAL INFORMATION		
How we will use your personal information	14.1	We will use the personal information you provide to us: 14.1(a) to supply the products to you; 14.1(b) to process your payment for the products; and 14.1(c) if you agreed to this during the order process, to inform you about similar products that we provide, but you may stop receiving these communications at any time by contacting us.
We may pass your personal information to credit reference agencies.	14.2	Where we extend credit to you for the products we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.
	14.3	We will only give your personal information to other third parties where the law either requires or allows us to do so.
OTHER IMPORTANT TERMS		
We may transfer this agreement to someone else.	15.1	We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract. If you are unhappy with the transfer you may contact us to end contract for supply of the product within 30 days of us telling



		you about it and we will refund you any payments you have made in advance for products not provided.
You need our consent to transfer your rights to someone else	15.2	You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. We may not agree if the other person is unable to pay for the products or is based outside the UK.
Nobody else has any rights under this contract.	15.3	This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end this contract or make any changes to these terms.
If a court finds part of this contract illegal, the rest will continue in force	15.4	Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
Even if we delay in enforcing this contract, we can still enforce it later.	15.5	If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
Which laws apply to this contract and where you may bring legal proceedings	15.6	These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts.