

**TERMS AND CONDITIONS**

**1. Interpretation**

1.1	"Conditions"	means the terms & conditions of sale set out in this document and any special terms & conditions agreed in writing by Us.
1.2	"Goods"	means the articles or products which We agree to sell to You.
1.3	"Intellectual Property Rights"	means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in design database rights, right to use, and the protect confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
1.4	"Order"	means the order for the supply of Goods as set out on the order form prepared by Us.
1.5	"Price"	means the price for the goods, excluding carriage, packing, insurance & V.A.T. unless otherwise specifically stated in the Order accepted by Us.
1.6	"We / Our / Us"	means Harlow Bros Limited (Company Registered Number 907445).
1.7	"You / Your"	means the person who buys or agrees to buy the Goods from Us being the person or company to whom the Order for the Goods is addressed.

<b>Offer and Acceptance</b>	
2.1	These are the terms and conditions on which We supply the Goods to You. The Conditions shall apply to all contracts for the sale of Goods by Us to You to the exclusion of all other terms and conditions, including any terms or conditions which You may purport to apply under any purchase order, confirmation of order or similar document.
2.2	The Order constitutes an offer by You to purchase the Goods in accordance with these Conditions.
2.3	When You sign and submit an Order to Us, this does not mean that We have accepted your Order for the Goods. Our acceptance of the Order will become binding on You and Us when we indicate Our acceptance or otherwise contact you that We are able to provide you with the Goods at which point a contract will come into existence between You and Us.
2.4	We shall assign an Order number to the order and inform you of it when We confirm the order. Please quote the order number in all subsequent correspondence with Us relating to the Order.
<b>Representations</b>	
3.1	Our website, catalogue and brochures are solely for the promotion of Our Goods and any images are for illustrative purposes only and the Goods supplied may vary from those images.
<b>Variations, Alterations and Improvements</b>	
3.1	No variation to these Conditions or the Order (including any special terms and conditions agreed between the parties) will be accepted unless agreed in writing by Us.
3.2	Any variation to the Goods requested by You and agreed to in writing by Us may result in additional charges and an increase in the Price payable by You.
3.3	We reserve the right to vary the Goods and these Conditions from time to time in the event of changes in relevant laws and regulatory requirements.
3.4	As alterations and improvements are continually being made to Our various products We reserve the right to make any change without notice in materials, dimensions and design which are thought to be desirable and which does not material affect Your use or enjoyment of the Goods, but on this account no extra charge shall be payable by You.
<b>Quantity and Description</b>	
4.1	The quantity and description of the Goods shall be as set out in Our quotation and the Order. Any amendment, variation or other manipulation by you to the specifications including the quantity and description of the Goods recited in our quotation and the Order will constitute an automatic rejection of the Order by Us.
<b>Rejection</b>	
5.1	Where You reject any Goods which conform to the contract of sale, then You shall have no further rights whatever in respect of the supply to You of such goods or the failure by Us to supply the Goods.
<b>Third Party Rights</b>	
6.1	The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to any contract made between Us and You and a person who is not a party to the contract shall have no right under that Act to enforce any terms of the contract.
<b>Severance</b>	
7.1	If any term of the contract made between Us and You or the Conditions set out herein is deemed unenforceable then this shall not affect the validity of the remaining terms, which shall remain valid and enforceable.
<b>Delivery Time</b>	
8.1	Time for delivery is not of the essence. We will attempt to give a delivery time as accurately as possible, but it is not guaranteed.
8.2	We reserve the right to alter verbal delivery dates without warning.
<b>Force Majeure Event</b>	
9.1	We shall not be liable to You as a result of any delay or failure to perform our contractual obligation as a result of a Force Majeure Event.
9.2	For the purposes of these Conditions a Force Majeure Event means an event beyond Our reasonable control including but not limited to strikes, lock-outs or other industrial disputes (whether involving Our workforce or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or government order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
9.3	If the Force Majeure Event prevent Us from providing the Goods for more than 8 weeks We shall then, without limiting our other rights or remedies, have the right to terminate our contract with You immediately by giving written notice to You.
<b>Drawings and Specifications</b>	

10.1	You must satisfy yourself that the information on the drawings and any measurements and specifications supplied by Us for the preparation and building of base walls is suitable for the particular type of building according to Your site and local climatic conditions.
10.2	Standard drawings are prepared and are supplied free of charge to You when Orders are subsequently placed. A charge may be made for drawings which are requested by You which do not subsequently result in an Order offer from You.
10.3	We shall not check and shall not be responsible for any inaccuracy in any drawings or specifications supplied by You.
<b>Site Access and Unloading</b>	
11.1	If the Order includes delivery to site, then this is based on the assumption that the site is readily accessible by hard road and that there will be no delay with the unloading and performance of the site work.
11.2	When the goods are supplied "delivered only" it is Your responsibility to unload.
11.3	Where the goods are supplied "delivered and erected" it is also Your responsibility to unload any materials which are delivered prior to our erectors arriving on site.
11.4	Timber buildings are bulky and have to be delivered on fairly large vehicles. If the site cannot be reached by such a vehicle, then the unloading of the vehicle from the nearest accessible highway and the delivery of the Goods to the site is Your responsibility.
11.5	Any special circumstances required to enable or facilitate delivery should be made clear when ordering to prevent delay and inconvenience to both You and Us.
	You are responsibility for rights of access over or through any private roads, driveways, gates or other property and any damage caused to them shall not be Our responsibility and We will not pay for any associated repair costs.
<b>Demurrage</b>	
12.1	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 60 minutes beyond the time arranged for unloading. This charge is to reimburse Us for the extra costs that We will incur by your delay in unloading the vehicle.
<b>Payment</b>	
13.1	Unless other arrangements are expressly made in writing, the total or final balance of the Price or any staged payments of the Price shall be payable as set out in the Order.
13.2	We reserve the right to prevent you from unloading the Goods if any part of the Price is outstanding and has not been paid as set out in the Order.
13.3	Any alterations, modifications or replacements required by You after delivery shall not entitle You to postpone payment.
<b>Delayed Payment</b>	
14.1	If the total or final payment or if any staged payments of the Price, as set out in the Order, become overdue then interest will be added to the amount outstanding, without further notice. Added interest will be charged at 3 % above Barclay's Bank PLC Base Rate.
<b>Risk and Title</b>	
15.1	To the extent that Goods are identifiable and separately demountable from any other goods to which they have been attached the Goods will, notwithstanding delivery, remain Our property until the Price thereof is paid in full.
15.2	We reserve the right to repossess any of the Goods in respect of which payment is overdue and thereafter to re-sell the same and for this purpose You hereby grant an irrevocable right and license to Us and Our servants and agents to enter upon all and any of Your premises, with or without vehicles, during normal business hours for the purpose of repossessing the Goods.
15.3	We reserve the right at any time that the price has not been paid in full in accordance with the terms of this contract to give notice to You to return the goods.
15.4	You shall be responsible for all costs incurred by Us in respect of any repossession of the Goods.
<b>Termination</b>	
16.1	If any of the events set out below have occurred, You shall immediately return the goods to Us. If You should fail to return the Goods, We shall have the right to re-take possession of the Goods and for that purpose, by our servants or agents, to enter any premises of Yours where the Goods may be:
16.1.1	You enter administration within the meaning of Schedule B1 of the Insolvency Act 1986; or
16.1.2	on the appointment of an administrative receiver or a receiver or manager of Your property under Chapters I of Part III of that Act, or the appointment of a receiver under Chapter II of that Act; or
16.1.3	on the passing of a resolution for Your voluntary winding-up without a declaration of solvency under section 89 of that Act; or
16.1.4	on the making of a winding-up order under Part IV or V of that Act; or
16.1.5	You, being an individual, are the subject of a bankruptcy petition or order.
<b>Building Assembly</b>	
17.1	When assembly and erection of any Goods is included, it is on the understanding that there is a hard road for Our vehicles to approach the site and that there is adequate access and working space, free from obstructions which might cause delays to our working employees or agents.
<b>Preparation of Foundations</b>	
18.1	Construction and preparation of the foundations are Your sole responsibility and are to be constructed to plans supplied by Us. It is important that You check that the foundations are correct to size (to steel tape measurement), level and square. If, We find any faults or error in the foundations which are likely cause delay, or prevent Us from proceeding with the erection of the Goods, then the expense to meet this delay, loss of time and travelling time involved, is Your sole responsibility.
<b>Effects of Wet or Cold Weather</b>	
19.1	We cannot be responsible for weather delays or any staining or dis-colouring of materials caused by wet or cold weather.
<b>Cancellation</b>	
20.1	No cancellation of the Order can be accepted except by special arrangement confirmed by Us in writing and should You for any reason fail or refuse to take delivery of any material offered by Us in accordance with the delivery terms of this contract payment of the Price shall be made by You as if the materials offered had in fact been delivered and in addition You shall pay to Us a reasonable charge for the storage of such material for any period in excess of 28 days in which You continue to fail or refuse to take delivery.
20.2	In case You shall, for any reason, cause Us to delay or postpone delivery and/or erection of the Goods or any part thereof, then the reasonable cost occasioned by any such delay or postponement shall be paid by You to Us.
<b>Warranty</b>	
21.1	Except where otherwise provided, We warrant that goods 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) any variation in size outside timber trade normal sizes unless previously agreed in writing;

	(iii) unsuitability of timber products supplied at Your request to be of a specific grade; (iv) defects resulting from any inaccuracies in the specifications and instructions provided by You.
21.2	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) as to the quality of goods or works or their fitness for any purpose.
<b>Defects &amp; Rectification</b>	
22.1	You must inform Us in writing within seven days of delivery or from date of practical completion of any assembly (if later) with full details of any alleged defects discovered by you and allow Us to investigate (with access to your premises or to the site to which the Goods were delivered).
22.2	If the Goods or works are found to be defective in material or workmanship (following investigation by Us) and You have complied with these Conditions in full We will, at Our option, rectify the relevant goods or works or refund an appropriate part of the Price.
<b>Consequential Loss</b>	
23.1	We will not be liable for any other loss or damage (including indirect or consequential loss, financial loss, loss of profit or loss of use) arising from the contract for the supply of the Goods or their use, even if We are negligent.
<b>Negligence</b>	
24.1	Our total liability to You (from one single cause) for damage to property caused by our negligence and for all other liabilities not referred to elsewhere in these Conditions is limited to damages to the Price of the Goods.
24.2	Nothing in these Conditions restricts or limits Our liability for death or personal injury resulting from negligence.
<b>Loss of Damage</b>	
25.1	Our liability for loss or damage shall in any event be limited to such as We ought reasonably to pay having regard to Our responsibility for the same on the basis that all other consultants, specialists and contractors, shall where appointed, be deemed to have provided to You, or any relevant third party such as the land or building owner, contractual undertakings in respect of their goods and services and shall be deemed to have paid to You, or any relevant third party, such contribution as may be appropriate having regard to the extent to their responsibilities to You for such loss and damage.
25.2	Our liability for loss or damage arising out of or in connection with goods supplied to Us by third parties shall in any event be limited to any benefit that We may receive under any manufacturer warranty or guarantee for those goods.
<b>Liability</b>	
26.1	Except where You are dealing as a consumer (as defined in the Unfair Contracts terms Act 1977 Section 12 and/or the Unfair Terms in Consumer Contracts Regulations 1999 Regulation 3(1)), all warranties, conditions or terms relating to fitness for purpose, quality or condition of the Goods, whether express or implied by statute or common law (save as expressly given by these Conditions) are excluded to the fullest extent permitted by law.
<b>Finance Approval</b>	
27.1	In the event that You need to borrow monies to pay the Price then the Order is accepted conditional upon and subject to Our subsequent acceptance of any financial arrangements to be proposed by You and Your credit status.
<b>Taxes (VAT)</b>	
28.1	Unless specifically stated, quotations and the Price does not include taxes or duties of any kind and as such exclude United Kingdom Value Added Tax, taxes and duties of any Country to which goods are exported are excluded unless specifically stated otherwise, the price of the Goods is exclusive of Value Added Tax which shall be due from You at the rate ruling on the date of the Our V.A.T. invoice. Taxes and duties of any Country to which goods are exported are not included in the price and You shall pay any such Taxes or Duties in addition to the price.
<b>Clerical Errors</b>	
29.1	Clerical errors are subject to correction.
<b>Insurance</b>	
30.1	You must insure the Goods against damage to materials from : (i) delivery if no assembly work is to be undertaken by Us; (ii) delivery if any other contractors are to commence any work on the Goods before We complete Our assembly work; or (iii) completion of any assembly of the Goods by Us if no other contractors are to carry out any work on the Goods until after We have completed any assembly.
30.2	You must insure the Goods against theft from delivery.
<b>Construction (Design and Management) Regulations 2015</b>	
31.1	For the purpose of the Construction (Design and Management) Regulations 2015 and in the event that more than one contractor will be working on a project at any time (or if this is reasonably foreseeable) You are the client for the purposes of those regulations and You will be required to fulfill the duties of principal designer and of principal contractor in accordance with regulation 11 and 12 and in regulations 12 to 14 respectively unless you appoint in writing a designer with control over the pre-construction phase as principal designer; and contractor as principal contractor.
31.2	If you will not be undertaking the roles of principal designer and principal contractor You must notify Us in writing as soon as these appointments have been made and, in any event, before any construction phase in respect of the Goods begins so that we can liaise with You or Your contractors regarding the delivery and, if agreed, the erection of the Goods so they can co-ordinate with any other parties who will be undertaking any other work on the project (including but not limited to any fitting out, insulating, electrical, heating, adapting or additions) and affecting the Goods that we supply.
<b>Intellectual Property</b>	
32.1	All Intellectual Property Rights in or arising out of or in connection with the Goods shall be owned by Us.
<b>No partnership or agency</b>	
33.1	Nothing in the contract between Us and You is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
<b>Governing Law</b>	
34.1	The contract between Us and You and these Conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
<b>Jurisdiction</b>	
35.1	Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with any contract made between the parties or its subject matter or formation (including non-contractual disputes or claims).