

Terms & Conditions

General

1. These terms apply whenever we agree to sell our goods to the exclusion of any other or inconsistent terms unless otherwise agreed in writing by a director.
2. We reserve the right for reason of continuous improvement, to make changes to the items shown in this catalogue.
3. In order for us to update and improve our range, we reserve the right to remove selected styles at any time.
4. We do our best to limit variations in colour, but owing to technical constraints there may be appreciable differences in colour between our products and the images of them in the catalogue. There may also be appreciable variations in colour between different batches of the same products.
5. We are a business-to-business supplier and therefore this catalogue, and these terms, are addressed to business customers only.

Delivery and Carriage

6. Delivery is made at your premises.
7. At our option we may deliver the goods in reasonable installments. Each installment is to be treated as a separate contract, and you must accept and pay installments accordingly.
8. You must pay our delivery charges in addition to the quoted price.
9. You must notify us in writing of any claim for non-delivery or late delivery of or damage to the goods in transit within 7 days of the date of the invoice for them. Our liability in respect of any such claim is limited to replacement of the goods or refund of the price, at our option, and does not extend to any indirect or consequential loss.

Prices

10. The price of the goods will be the price ruling at the date of despatch. All prices exclude delivery charges and VAT. Any delivery charges and VAT are payable in addition to the contract price.
11. If you are a Consumer (as defined in the Distance Selling (Consumer Protection Regulations 2000), you may treat the prices in this catalogue as valid for from the year to which this catalogue relates. For business customers, current prices will be communicated by telephone on enquiry.
12. You must pay our reasonable extra charges in respect of (a) any special arrangements made at your request in order to expedite delivery; (b) any costs, expenses and liabilities we may incur because you have given inadequate or inaccurate instructions.
13. We aim to despatch within seven working days or order, but this is only an estimate and time is not of the essence.

Payment

14. We may invoice you for the goods together with any applicable delivery charges and VAT when they or any installment of them is dispatched to you or to your order.
15. You become liable to pay for goods on delivery of our invoices unless agreed credit terms apply, in which case you must pay in accordance with them.
16. Despite any agreed credit terms all payments for goods supplied, whether or not invoiced, become immediately due if any of the events described in paragraph 20 (b) and (c) occur.
17. Interest on any overdue account is payable at the rate application to qualifying debts under the Late Payment of Commercial Debts (Interests) Act 1998 from time to time accruing from day to day whether or not we have entered judgement for the debt.

Risk

18. The risk in the goods passes to you when the goods are delivered to you or to your order,

Ownership

19. We retain ownership of goods until the price of them, and of any other goods delivered to you subsequently, but prior to the date of payment, has been paid in full
20. If you (a) do not pay any invoice of ours within 7 days after it has become due or (b) pass or call a meeting to pass a resolution for winding up, or a petition for winding up, administration or bankruptcy is presented against you,

or (c) become subject to a winding up, administration or bankruptcy order, or to any distress or execution or receivership over any of your assets; then you must cease at once to use any of our goods not then paid for and must return to us any of them remaining in your possession on request. On asking for them in writing we are entitled without incurring any liability to you to enter your premises and remove and re-sell such of our goods as are to be found there.

21. Nothing in paragraph 20 gives you the right to return the goods without our consent, except in accordance with our returns policy referred to in paragraph 25.

Force Majeure

22. If we are unable to perform due to any circumstances beyond our control we may suspend performance while those circumstances subsist, and subject to paragraph 13 any agreed date or period for delivery is to be regarded as extended accordingly.

Suspension and cancellation

23. If any period of suspension of deliveries under paragraph 22 lasts for more than three months, either of us may cancel the contract by written notice without penalty, but you will still have to pay us for any goods actually delivered.
24. If any payments due to us from you under this or any other contract is in arrears, we may suspend further deliveries under any of those contracts, and if payment is not made within 7 days after we have served a demand in writing on you referring to this paragraph we may cancel any of those contracts and re-sell the goods concerned without incurring any liability to you. Your failure to comply with a demand for payment under this paragraph is to be regarded as a repudiation of the contract, and we shall be entitled to damages accordingly.

Returns Policy

25. You may return unused goods for full credit up to 30 days after delivery, so long as they are fit to be returned to stock and are not made to order, tabbed or personalised in any way.
26. Where faulty goods are returned to us for replacement, we reserve the right to credit or refund their price instead of replacing them.
27. Subject to paragraph 28 Consumers (see paragraph 11) have the additional right to cancel any order without charge at any time up to the eighth working day after they have received the goods. This right may be exercised by informing us in writing within that period that the consumer does not wish to proceed with the order, and returning any goods delivered.
28. Paragraph 27 does not apply to any goods, which have been made to order or personalised in any way.

Limitation of Liability

29. We will refund or credit the price of faulty goods, or replace them (at our option) but we will not be liable to you for any other loss or damage, direct or indirect, consequential or otherwise, whether or not we have been negligent, but subject to paragraph 30
30. Nothing in these terms affects our liability for death or personal injury resulting from our own negligence.

Samples

31. Samples will be invoiced to you on despatch and will be credited in full provided they are returned to us carriage paid, unused and within 30 days of delivery otherwise the price, including any applicable carriage and VAT becomes immediately payable.

Set off

32. You are not entitled to set off any debt or claim against payment of the contract price or other amounts owing to us.

English Law

33. This contract shall be governed by and construed and interpreted in accordance with English Law and shall be subject to the exclusive jurisdiction of the English Courts.