TERMS & CONDITIONS OF SALE FOR CONSUMER CONTRACTS

Model Terms and Conditions of Sale

Introduction

The following is suggested as a basis for conditions of sale which can be adapted for use by members. Containing lots of different options, the document is not suitable to be used as it stands and should be adapted according to the needs of the company.

It is essential however that members review these carefully before use to ensure they meet the needs of the business, particularly with regard to delivery, terms of payment, quotation periods etc. If adapted for use, members may wish to consult the BWF or their own solicitor on any changes made before use.

If there is any doubt whatsoever, you should consult a solicitor or contact the BWF on 0207 637 2646 for further guidance.

Model

The quotation overleaf or invoice overleaf for any order placed following such quotation are subject to the following conditions of sale in which ADD NAME is referred to as “the Company”:

1. Validity of quotation

No order received from a customer by the Company shall constitute a contract until accepted in writing by the Company.

1. Prices

Any quotes given are valid for up to 30 days unless withdrawn sooner. All prices quoted are inclusive of VAT.

1. Delivery

Delivery periods and dates are given in good faith, but are not subject of any warranty or condition, other than any implied by consumer protection legislation, and time shall not be of the essence of the contract in these respects.

1. Payment

Unless otherwise agreed in writing, the customer shall pay the price in full upon completion / delivery of goods / services. Invoices for goods will be issued immediately on delivery or after completion and payment is due 14 days from this date. If payment is not made by the due date, the customer shall pay the Company interest at the rate of 4% per annum above the base lending rate of Barclays Bank plc from the due date for payment until the date of actual payment.

Or (delete option as required)

The customer shall pay the price in full upon completion/ delivery of goods / services. If payment is not made within 30 days of the due date, the customer shall pay the Company interest at the rate of 4% per annum above the base lending rate of Barclays Bank plc from the due date for payment until the date of actual payment. The Company reserves the right to demand a deposit of up to 30% of the price of the goods supplied.

1. Liability
   1. The Company shall be under no liability in respect of any defect in the goods arising from any drawing, design or specification supplied by the customer.
   2. The Company shall be under no liability if the defect or failure arises from wilful damage or misuse, negligence by the customer or any third party, failure to follow the Company’s instructions, or alteration or repair of the goods without the Company’s prior approval.
   3. The Company warrants that the Goods supplied will at the time of delivery correspond to the description of the Company.
   4. All goods supplied will be of satisfactory quality and will be fit for purpose as required by consumer rights law.
   5. The above warranty does not extend to parts, materials or equipment not manufactured by the Company, in respect of which the customer shall be entitled only to the benefit of any such warranty or guarantee as is given by the manufacturer to the Company
   6. Except in the case of death or personal injury caused by the Company’s negligence, the Company shall not be liable for any consequential loss or damage (whether for loss of profit or otherwise) or other claims for consequential compensation. This does not affect your statutory rights under the Consumer Rights Act.
2. Carriage

Packaging, carriage and insurance charges in respect of delivery of the goods to the customer will be charged to the customer at cost to the Company.

1. Damage in transit

The Company does not accept any liability for loss or damage to the goods while in transit, where the customer has arranged their own delivery.

1. Risk & Title

The Goods shall be at the customer’s risk as from delivery.

* 1. Without prejudice to condition 10 and in spite of delivery having been made title of the Goods shall not pass from the Company until:
  2. The customer shall have paid the Price in full; and
  3. No other sums whatever shall be due from the customer to the Company.
  4. Until title of the Goods passes to the customer in accordance with clause 8.1 the customer shall hold the Goods on a fiduciary basis as bailee for the Company. The customer shall safely store the Goods (at no cost to the Company) separately and in accordance with industry best practice.

1. Force majeure

The Company shall not be liable to the customer, or be deemed to be in breach of any contract with the customer, by reason of any delay in performing, or any failure to perform, any of the Company’s obligations in relation to the goods, if the delay or failure was due to force majeure or to any other cause beyond the Company’s reasonable control.

1. Reservation of title

The goods sold under these conditions shall remain the absolute property of the Company and legal title in the goods shall remain vested in the Company until payment in full of all amounts invoiced or due to the Company in respect of the goods.

1. Insolvency of customer

If the customer shall suspend payment, propose or enter into any composition or arrangement with his or their creditors, or have a bankruptcy order made against him or them, then the Company shall have the right, without prejudice to any other contract with the customer, not to proceed further with the contract, and shall be entitled to charge for work already carried out (whether completed or not) and for goods and materials already purchased for the customer, such charge to be an immediate debt due from the customer.

1. Patent rights, etc

The acceptance of a quotation includes the recognition by the customer of the right of the Company under any patents, trademarks, registered designs or other intellectual property rights relating to the goods, and the customer undertakes that patent numbers, trademarks or other trade markings on goods supplied shall not be obliterated, altered or defaced.

1. Applicable law

These conditions shall be governed by and construed in accordance with English law and the parties acknowledge and accept the exclusive jurisdiction of the English Courts.

1. Conditions applicable

These conditions shall apply to all contracts for the sale of goods by the Company to a consumer to the exclusion of all other terms and conditions which a consumer may purport to apply under any purchase order, confirmation of order or similar document and all orders for goods shall be deemed to be an offer by the customer to purchase goods subject to these conditions.

1. Complaints and ADR
   1. Although our aim is to provide the best possible service to our customers, if you wish to make a complaint in relation to goods supplied or services rendered, you may make a formal complaint under our complaints procedure. A copy of the complaints procedure is attached to these terms and conditions.
   2. The relevant ADR body for this sector is the Royal Institute of Chartered Surveyors (RICS). We have not opted into this ADR scheme.

**Additional Note:**

If you enter into a contract with a consumer in the consumer's home or workplace (unless you are supplying goods made to the consumer’s specifications), or by way of distance communication, you need to be aware that new rules apply which entitle the customer to a cooling-off period, whether or not you were asked to meet them in their home.

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you must provide the consumer with a minimum cooling-off period of 14 calendar days starting with the date you give the consumer a notice of the right to cancel. Failure to provide such a notice is a criminal offence, and will lead to the contract becoming unenforceable.

A sample Notice of Cancellation can be found on the BWF website.

Note: Whilst every effort has been made to ensure the accuracy of advice given, the BWF cannot accept liability for loss or damage arising from the use of the information supplied in this publication.