

These terms and conditions are the standard terms for the manufacture and sale of goods and the provision of services by Henk Littlewood, trading as Henk's Woodwork of Exchange Place Studios, Exchange Street, Sheffield, S2 5SZ. Anybody wishing to purchase goods or services should read these terms and conditions carefully.

1. APPLICATION OF TERMS

1.1 The Supplier shall supply and the Customer shall purchase the Goods and Services in accordance with the Quotation which shall be subject to these Terms.

1.2 This Contract shall be to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Customer.

2. DEFINITIONS AND INTERPRETATION

2.1 In these Terms, unless the context otherwise requires, the following expressions have the following meanings:

"Business Day"	means any day other than a Saturday, Sunday or bank holiday;
"Contract"	means the contract for the purchase and sale of the Goods and supply of the Services under these Terms;
"Customer"	means the person who accepts a Quotation for the sale of the Goods and supply of the Services, or whose order for the Goods and Services is accepted by the Supplier;
"Delivery Date"	means the date on which the Goods are to be delivered as stipulated in the Quotation or as otherwise agreed in writing between the Customer and the Supplier;
"Goods"	means the goods (including any instalment of the goods or any parts for them) which the Supplier is to supply in accordance with these Terms;
"Quotation"	means a written quotation from the Supplier to the Customer setting out the specification and price of goods and/or services required;
"Services"	means the Services to be provided to the Customer as set out in the Quotation; and
"Supplier"	means Henk Littlewood trading as Henk's Woodwork of Exchange Place Studios, Exchange Street, Sheffield, S2 5SZ.

2.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

2.3 "writing", and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;

2.4 The headings in these Conditions are for convenience only and shall not affect their interpretation.

3. BASIS OF SALE

3.1 No variation to these Terms shall be binding unless agreed in writing between the Supplier and the Customer.

3.2 Sales literature, price lists and other documents issued by the Supplier in relation to the Goods and Services are subject to alteration without notice and do not constitute offers to sell Goods or Services which are capable of acceptance. No contract for the sale of Goods and Services shall be binding on the Supplier unless the Supplier has issued a Quotation or has accepted in writing an order placed by the Customer.

3.3 Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Supplier shall be subject to correction without any liability on the part of the Supplier.

3.4 No order submitted by the Customer shall be deemed to be accepted by the Supplier unless and until receipt and acceptance of that order is confirmed in writing by the Supplier.

4. THE GOODS AND SERVICES

4.1 The specification for the Goods and Services shall be that set out in the Quotation unless varied expressly in the Customer's order (if such variation(s) is/are accepted by the Supplier). Drawings and descriptions produced in the Quotation are intended as a guide only and shall not be binding on the Supplier. The Supplier shall endeavour to ensure that all Goods and Services accord as closely as possible to the drawings and specifications provided to the Customer.

4.2 The Customer shall be responsible to the Supplier for ensuring the accuracy of the terms of any order (including name, full delivery address, contact details and specification) submitted by the Customer.

4.3 The Supplier reserves the right to make any changes in the specification of the Goods or Services which are required to conform with any applicable safety or other statutory or regulatory requirements or, where the Goods are to be supplied to the Supplier's specification, which do not materially affect their quality or performance.

4.4 No order (including orders for the provision of training, tuition, demonstrations or workshops) which has been accepted by the Supplier may be cancelled by the Customer except with the agreement in writing of the Supplier on the terms that the Customer shall indemnify the Supplier in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Supplier as a result of such cancellation.

4.5 All orders are subject to availability of the raw materials required to complete the order. If materials are unavailable the Supplier shall be at liberty to supply to the Customer a substitute of an equivalent quality and price after seeking the consent of the Customer.

4.6 The Supplier will use reasonable care and skill to perform any Services set out in the Quotation.

5. PRICE OF THE GOODS

5.1 The price of the Goods and Services shall be the price listed in the Quotation or such other price as may subsequently be agreed in writing by the Supplier and the Customer.

5.2 The Supplier reserves the right, by giving written notice to the Customer at any time before delivery or provision, to increase the price of the Goods and/or Services to reflect any increase in the cost to the Supplier which is due to any factor beyond the control of the Supplier (including, without limitation, foreign exchange fluctuation, currency regulation, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications of the Goods and Services which are requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate information or instructions.

5.3 Except as otherwise stated in the Quotation and unless otherwise agreed in writing between the Customer and the Supplier, all prices are inclusive of the Supplier's charges for packaging and transport.

5.4 The price is exclusive of any applicable value added tax, excise, sales taxes or levies of a similar nature which are imposed or charged by any competent fiscal authority in respect of the Goods and Services, which the Customer shall be additionally liable to pay to the Supplier.

6. PAYMENT

6.1 A price and payment schedule will normally be included with the Quotation.

6.2 Normally, the payment schedule will be as follows:

- 6.2.1 a deposit of up to 60% (depending on individual projects) prior to the commencement of any work; and
- 6.2.2 a final payment upon collection or delivery of Goods or completion of the Services.

6.3 Payments shall be made via bank transfer, cheque, or cash.

6.4 Any deposit paid shall not normally be refundable. The Supplier may in its absolute discretion make a full or partial refund of the deposit to the Customer depending upon individual circumstances.

6.5 If the Customer fails to make payment when due or overdue according to each individual invoice, interest shall be charged at the rate of 8% per annum for each day, beginning with the day payment becomes due until the day payment has been received in full. It shall accrue at this rate after as well as before any judgement.

6.6 If the Customer wrongfully fails to take delivery of the Goods, the Supplier shall be entitled to invoice the Customer for the price at any time after the Supplier has notified the Customer that the Goods are ready for collection or (as the case may be) the Supplier has tendered or attempted delivery of the Goods.

6.7 Subject to any other payment arrangement made, the Customer shall pay the price of the Goods (without deduction, credit or set off) in cash upon collection or delivery of the Goods (or upon completion of the Services if Goods are not to be provided). The time for the payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

7. DELIVERY

7.1 Delivery of the Goods shall be made by the Supplier delivering the Goods to the place in the United Kingdom specified in the Quotation or, if no place of delivery is so specified, by the Customer collecting the Goods at the Supplier's premises at any time after the Supplier has notified the Customer that the Goods are ready for collection.

7.2 The Delivery Date is approximate only and time for delivery shall not be of the essence unless previously agreed by the Supplier in writing. The Goods may be delivered by the Supplier in advance of the Delivery Date upon giving reasonable notice to the Customer.

7.3 If the Customer fails to take delivery of the Goods or any part of them on the Delivery Date and/or fails to provide any instructions, documents, licences, consents or authorisations required to enable the Goods to be delivered on that date, the Supplier shall be entitled upon given written notice to the Customer to store or arrange for the storage of the Goods and then notwithstanding the provisions of sub-Clause 9.1 of these Terms risk in the Goods shall pass to the Customer, delivery shall be deemed to have taken place and the Customer shall pay to the Supplier all costs and expenses including storage and insurance charges arising from such failure.

8. NON-DELIVERY OF GOODS AND SERVICES

8.1 If the Supplier fails to deliver the Goods or provide the Services or any part of them by the Delivery Date other than for reasons outside the Supplier's reasonable control or the Customer's or its carrier's fault:

- 8.1.1 if the Supplier delivers the Goods and/or provides the Services (as applicable) at any time thereafter the Supplier shall have no liability in respect of such late delivery; or
- 8.1.2 if the Customer gives written notice to the Supplier within 5 Business Days after the Delivery Date and the Supplier fails to deliver the Goods and/or Services within 15 Business Days after receiving such notice the Customer may cancel the order and the Supplier's liability shall be limited to the excess (if any) of the cost of the Customer (in the cheapest available market) of similar goods or services to those not delivered or provided over the price of the Goods or Services not delivered or provided.

9. RISK AND RETENTION OF TITLE

9.1 Risk of damage to or loss of the Goods shall pass to the Customer:

- 9.1.1 in the case of Goods to be collected from the Supplier's premises, the time when the Supplier notifies the Customer that the Goods are available for collection;
- 9.1.2 in the case of Goods to be delivered otherwise than at the Supplier's premises, the time of delivery of, or if the Customer wrongfully fails to take delivery of the Goods, the time when the Supplier has tendered delivery of the Goods; or
- 9.1.3 in the case of Goods being installed by the Supplier, the time that the Supplier notifies the Customer that the installation is complete.

9.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms, legal and beneficial title of the Goods shall not pass to the Customer until the Supplier has received in cash or cleared funds payment in full of the price of the Goods.

9.3 Until payment has been made to the Supplier in accordance with these Conditions and title in the Goods has passed to the Customer, the Customer shall be in possession of the Goods as bailee for the Supplier and shall insure the Goods against all reasonable risks.

9.4 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Supplier, but if the Customer does so all money owing by the Customer to the Supplier shall (without prejudice to any other right or remedy of the Supplier) forthwith become due and payable.

9.5 The Supplier reserves the right to repossess any Goods in which the Supplier retains title, without notice. In the event of repossession the Customer shall deliver up to the Supplier all Goods in which title has not passed, the cost of which shall be borne by the Customer.

9.6 The Customer's right to possession of the Goods in which the Supplier maintains legal and beneficial title shall terminate if:

- 9.6.1 the Customer commits or permits any material breach of his obligations under these Conditions;
- 9.6.2 the Customer is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors.

10. WARRANTIES AND LIABILITY

10.1 Subject to the conditions set out below the Supplier warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of 2 years from their collection or delivery.

10.2 The above warranty is given by the Supplier subject to the following conditions:

- 10.2.1 the Supplier shall be under no liability in the event that the Supplier in its absolute discretion makes any change to the specification of the Goods or Services which are required to comply with any applicable safety or statutory requirement or otherwise or which do not materially affect the Services or the quality and fitness for purpose of the Goods;
- 10.2.2 the Supplier shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Supplier's instructions (whether oral or in Writing), misuse or alteration or repair of the Goods without the Supplier's approval;
- 10.2.3 the Supplier shall be under no liability in respect of faults arising when the actual construction of the Goods has been carried out by the Customer or a third party not authorised by the Supplier to carry out work to the Goods;
- 10.2.4 the Supplier shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment;
- 10.2.5 the above warranty does not extend to parts, materials or equipment not manufactured by the Supplier, in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Supplier.

10.3 Except in respect of death or personal injury caused by the Supplier's negligence the Supplier shall not be liable to the Customer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any consequential loss or damage (whether for loss of profit of otherwise), which arise out of or in connection with the supply of the Goods or their use or resale by the Customer, except as expressly provided in these Conditions.

10.4 The Supplier shall not be liable to the Customer or be deemed to be in breach of the contract by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Supplier's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Supplier's reasonable control:

- 10.4.1 Act of God, explosion, flood, tempest, fire or accident;
- 10.4.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;
- 10.4.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- 10.4.4 import or export regulations or embargoes;
- 10.4.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Supplier or of a third party);
- 10.4.6 difficulties in obtaining raw materials, labour, fuel, parts or machinery;
- 10.4.7 power failure or breakdown in machinery.

11. DEFECTIVE GOODS

11.1 If on delivery any of the Goods are defective in any material respect and either the Customer lawfully refuses delivery of the defective Goods and the Customer gives written notice of such defect to the Supplier within 5 Business Days of such delivery, the Supplier shall at its option:

- 11.1.1 replace the defective Goods within 20 Business Days of receiving the Customer's notice; or
- 11.1.2 refund to the Customer the price for those Goods which are defective; but the Supplier shall have no further liability to the Customer in respect thereof and the Customer may not reject the Goods if delivery is not refused or notice given by the Customer as set out above.

11.2 No Goods may be returned to the Supplier without the prior agreement in writing of the Supplier. Subject thereto any Goods returned which the Supplier is satisfied were supplied subject to defects of quality or condition which would not be apparent on inspection shall either be replaced free of charge or, at the Supplier's sole discretion the Supplier shall refund or credit to the Customer the price of such defective Goods but the Supplier shall have no further liability to the Customer.

11.3 The Supplier shall be under no liability in respect of any defect arising from fair wear and tear, or any wilful damage, negligence, subject to normal conditions, failure to follow the Supplier's instructions (whether given orally or in writing), misuse or alteration of the Goods without the Supplier's prior approval, or any other act or omission on the part of the Customer, its employees or agents or any third party.

11.4 Goods, other than defective Goods returned under sub-Clauses 11.1 or 11.2, returned by the Customer and accepted by the Supplier may be credited to the Customer at the Supplier's sole discretion and without any obligation on the part of the Supplier.

11.5 Subject as expressly provided in these Terms, and except where the Goods are sold under a consumer sale, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

11.6 The Customer shall be responsible for ensuring that, except to the extent that instructions as to the use or sale of the Goods are contained in the packaging or labelling of the Goods, any use or sale of the Goods by the Customer is in compliance with all applicable statutory requirements and that handling and sale of the Goods by the Customer is carried out in accordance with directions given by the Supplier or any competent governmental or regulatory authority and the Customer will indemnify the Supplier against any liability loss or damage which the Supplier might suffer as a result of the Customer's failure to comply with this condition.

12. RIGHT TO RETURN THE GOODS AND TO RECEIVE A REFUND

Where Goods are custom made to the order of the Customer, the Customer shall not be entitled to return the Goods and receive a refund unless the Goods are faulty. The statutory rights of the Customer are unaffected.

13. ASSIGNMENT

The Supplier may assign this contract at any time. Furthermore the Supplier may subcontract responsibility for fulfilling any of its obligations under this contract at any time.

14. WAIVER

The parties agree that no failure by either party to enforce the performance of any provision in these Terms shall constitute a waiver of the right to subsequently enforce that provision or any other provision. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

15. SEVERANCE

The parties agree that, in the event that one or more of the provisions of these Terms are found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms. The remainder of these Terms shall be valid and enforceable.

16. THIRD PARTY RIGHTS

A person who is not a party to the contract created by these Terms shall have no rights under these Terms pursuant to the Contracts (Rights of Third Parties) Act 1999.

17. LAW AND JURISDICTION

17.1 These Terms (including any contractual and non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

17.2 Any dispute, controversy, proceedings or claim between the parties relating to these Terms (including any contractual or non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.