

Terms and Conditions of Sale

1. DEFINITIONS – in these terms and conditions: -
 - a. “Company” means Valley DIY and Building Supplies Limited
 - b. “Customer” means the person, firm or company ordering goods or services from the Company subject to these terms and conditions.
 - c. “Contract” means the supply of goods or services incorporating these terms and conditions
 - d. “Goods” means the goods or services supplied pursuant to the Contract.

2. THE CONTRACT – all orders are accepted by the Company only on these terms and conditions. No variation whatsoever shall be incorporated unless agreed in writing by the Company.

3. ESTIMATES/QUOTATIONS
 - a. Quotations by the Company are not an offer and the Company reserve the right to withdraw, amend or vary the same at any time prior to acceptance by the Company of an order from the Customer.
 - b. The Customer shall be responsible for ensuring the accuracy of any order including any applicable design drawing or specification provided by the Customer.
 - c. The Customer is responsible for being aware of the suitability, the nature and the performance of the Goods for the purpose required (including any hazardous or harmful effects thereof) and that any premises are safe and suitable for the use and operation of the Goods both before and after installation and comply in all respects with all legislation.

4. PRICES
 - a. Prices quoted are based on the quantity specified and the information provided by the Customer at the time of order
 - b. Prices quoted are exclusive of VAT unless otherwise stated.

5. PAYMENT / ACCOUNTS
 - a. Unless otherwise agreed in writing the Company shall be entitled to invoice for the Goods at the time of order/delivery and the Customer shall pay the price upon receipt of the invoice.
 - b. Credit accounts may be opened at the sole discretion of the Company. In the granting of any credit account to a limited company the Company may request that the directors of that company provide personal guarantees.
 - c. Goods supplied on credit account shall be paid for in full by the last day of the month following the month of delivery of the Goods or any part thereof.
 - d. Credit accounts may be withdrawn at any time without reason at the sole discretion of the Company.
 - e. Late payment by the Customer will incur interest on any balance outstanding at the rate of 8% (4% in the case of the Customer being a consumer as defined by the Unfair Contract Terms Act 1977 as amended or the Unfair Terms in Consumer Contract Regulations 1999) above the Bank of England base rate from the date of payment is due to the date of actual payment whether before or after any judgement
 - f. In the event that payment by instalments has been agreed any default of an instalment on the due date shall render the whole of the balance of the monies then immediately due and payable
 - g. The Customer shall not be entitled to any right of set off or counter claim which it has or alleges to have against the Company

6. DELIVERY
 - a. A time for delivery shall not be of the essence of this contract.
 - b. Delivery times and dates are estimates only and given in good faith.
 - c. The Customer shall provide reasonable access to delivery sites and adequate labour to enable unloading of the Goods without unreasonable delay.
 - d. The Customer shall not be entitled to refuse delivery of the Goods because of late delivery or where delivery is made in instalments
 - e. If Goods are to be delivered otherwise than to the Customer's premises the Customer is responsible for compliance with all regulations and precautions needed to protect third parties and their Property.
 - f. The Company shall not be liable for any damage whatsoever either directly or indirectly including to a third party resulting from any delay in delivery and failure to deliver within a reasonable time
 - g. The Customer will indemnify the Company against all costs, claims losses and demands arising as a result of the Company delivering Goods in accordance with the Customer's instructions or the Customer refusing to accept delivery.

7. INSPECTION AND ACCEPTANCE
 - a. The Customer shall inspect the Goods upon delivery to check quality and quantity complies with the Contract.
 - b. Any discrepancies must be notified to the Company immediately by telephone and in writing within 3 days
 - c. In the case of a shortfall in quantity the Company shall only be liable to make good that shortfall.

8. TITLE AND RISK
 - a. Risk in the Goods shall pass either on collection by the Customer from the Company's premises or upon delivery by the Company by the Customer
 - b. Property in the Goods remains with the Company until such time as the Customer has paid all monies owing to the Company whether under this Contract or otherwise
 - c. Before title passes the Customer shall hold the Goods as mere bailee of the Company and the Company reserves the right to repossess the same or any part thereof at any time before title passes. The Customer hereby irrevocably grants the Company the right to enter the Customers or the delivery premises for this purpose.

9. LIABILITIES
 - a. Nothing in this contract is intended to or will grant any right to person not a party to it
 - b. The Company shall be under no liability for any loss damage or delay whatsoever (including consequential loss) cause wholly or in part by act of god or civil commotion, government policies or restrictive trade or industrial disputes or any other cause beyond its reasonable control.
 - c. Nothing in these terms and conditions shall restrict the Company's liability for death or personal injury resulting from the Company's personal negligence or its liability for fraudulent misrepresentation.
 - d. Without prejudice to other provisions contained herein the Company's liability in respect of any one claim shall not exceed the price of the Goods the subject of such claim.
 - e. In the event that the Customer is a consumer these terms and conditions shall not effect any statutory rights regarding the return of defective Goods and claims in respect of losses caused by the negligence of the Company or failure to carry out its obligations.
 - f. This Contract shall be governed and construed in all respects with English Law and English Courts shall have jurisdiction in respect of any dispute arising hereunder.