

Terms and Conditions of Trading

No addition to or variation from these terms and conditions shall have effect unless expressly accepted by Stansons Group in writing and signed by a partner.

Definitions

The 'Buyer' means any person or organisation purchasing Goods from Stansons Group.

The 'Company' means KP, S, R & G Stanley T/A Stansons Group.

'Goods' means any products or services supplied by the Company.

1. Minimum orders

1.1. We are unable to accept orders with a value of less than £500.00 net.

2. Prices

2.1. Prices are subject to change without notice. Any changes to the current price lists will be notified at the time of ordering the items in question.

3. Communication

3.1. Orders, order confirmations, installation appointments may be made by phone, fax, email or post. Verbal communications concerning the essence of any contract must be confirmed in writing.

4. Change/cancellations

4.1. The Buyer is liable for all costs incurred by orders that are subject to change or cancellation after being placed, whether verbally, written or otherwise.

5. Delivery/ installation

5.1. Although every effort will be made to fulfil delivery/installation dates, no liability arising from any delay is accepted by the Company, however caused.

5.2. Where a quotation involves installation services, the price is based on;

5.2.1. free, unhindered access to cleared working areas (including vehicle access (and parking) to nearest street door) during normal working hours (8:00-5:00 Monday to Friday),

5.2.2. free use of 240v electricity supply within 50 metres of working areas,

5.2.3. free access to potable water and washroom facilities on the same floor, unless specifically stated to the contrary.

5.3. Cancelled survey or installation appointments, incomplete or unavailable work areas, or any other obstructions to agreed installations or part installations, which are the fault of the Buyer will be subject to an Abortive Installation Charge at our full daily labour rate per operative, unless notified to the Company at least 72 hours before the agreed installation.

6. Returns

6.1. Returns of correctly delivered stock items will be subject to a 25% handling and restocking charge.

6.2. Correctly supplied non-stock items and custom built goods may not be returned under any circumstances.

6.3. Any requests for return must be accompanied by the project number and date.

7. Claims for shortages or damage

7.1. Any shortage or damage must be reported to the Company immediately. If signed for as unchecked, any discrepancies must be notified within 2 days of delivery/installation, otherwise no claims can be entertained.

8. Risk and Property

- 8.1. Risk of damage to or loss of Goods passes to the Buyer upon delivery.
- 8.2. For so long as property in the Goods remains with the Company, the Buyer holds the Goods as the Company's fiduciary agent and bailee.
- 8.3. The Company's rights and remedies set out in this clause 8 are in addition to and without prejudice to all its other rights and remedies.
- 8.4. All Goods remain the property of the Company until all invoices are paid in full.

9. VAT

9.1. All prices quoted are exclusive of Value Added Tax.

10. Payment

- 10.1. Payment is strictly 30 days from date of invoice for approved credit accounts, unless agreed otherwise in writing.
- 10.2. Late payment will result in credit facilities being withheld or withdrawn.
- 10.3. For non-account customers, full invoice value will be payable when the order is placed.
- 10.4. Interest and Late Payment Compensation will be charged, both before judgement and after until payment is made in full.

11. Account facilities

11.1. Account facilities may be withdrawn at any time without prior notice. In this event, all outstanding amounts become immediately due and payable.

12. Warranty and Guarantee by Directors

- 12.1. Where the Buyer is a Limited Company, the Company Directors unconditionally and irrevocably guarantee that the Buyer:
 - 12.1.1. shall perform all its obligations under the Contract(s) in accordance with the terms of such Contract(s) and
 - 12.1.2. will pay all monies due to the Company under or in respect of the Contract(s).
- 12.2. As a separate and primary obligation, the Company Directors unconditionally and irrevocably agree to indemnify the Company in respect of any losses, costs, expenses, damages or liabilities suffered or incurred by the Company as a result of the Buyer (or any receiver, administrator or similar person appointed for the Buyer) failing to comply with its obligations under the Contract(s).

13. Waiver and Indulgence

13.1. No failure by the Company to exercise any power given to it by these terms and conditions or to insist upon strict compliance with any obligation of condition hereof and no custom or practice of the parties at variance with these terms and conditions shall constitute a waiver of any of the Company's rights hereunder against the Buyer.

14. Severability

14.1. Any provision of these terms and conditions determined to be invalid or unenforceable shall be treated as deleted, and shall not affect any other provision, all of which shall remain in full force and effect.

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