

**STANDARD TERMS AND CONDITIONS OF SALE – UPDATED JULY 2019**

(Unless otherwise agreed in writing all orders are subject to the following conditions)

**NEW CUSTOMERS**

The first 2 orders will be supplied strictly on a pro-forma basis. An account will continue to run on a pro-forma basis until trade references have been returned. We reserve the right to reject any application that we feel is not a bona fide Trader and to turn down any prospective customer, if we feel that their location could be detrimental to the trading business of an existing account.

**ORDERS AND DELIVERIES**

All goods are supplied at the price current at the date of delivery. **The minimum carriage paid order for UK Mainland is £550. (This can be a mix of Cane & Garden Ornaments)**

Please note Scottish Highlands delivery cost is POA, Ireland and off shore deliveries will need to be delivered to a port or will need your carrier to collect from our warehouse

Carriage charges will be applied to all orders under minimum and for deliveries made to addresses other than the shop or warehouse.

Dates for deliveries quoted are **approximate only** and the company will not be held liable for any delay howsoever caused. We do not offer a 'White Glove' delivery service and would expect **customers to assist the driver on arrival**. Customers must have good access for the off loading of our vehicles. Drivers are unaccompanied and in the case of larger pieces of furniture will require assistance with unloading. Drivers cannot leave vehicles unattended, so please do not expect them to take items to upstairs showrooms, cellars or alternative storage areas, As all our vehicles are operating a multi-drop facility, it is not always possible to state an exact time but we can usually inform you of the day and whether morning or afternoon. Any orders placed must have written confirmation, either by email, fax or post. No orders will be processed until written confirmation is received.

**PAYMENT**

Payment is due to the company within 30 days of the date of invoice. Invoices can be paid via BACS payment, cash, cheque or credit card (excluding American Express). Payment on time is of the essence. If an account at our digression has been given a discount of any kind, payment is expected within 30 days of delivery or agreed time period. Failure to pay within the Terms will result in the account holder losing the discount option, being placed **ON HOLD** and possible court action. The company Reserves the right to suspend further deliveries to the customer. We understand that it is within our limits under the current legislation to reserve the right to claim interest and compensation on debt recovery cost and or late payments. Once orders have been taken off hold it will then be processed in the usual way, deliveries will take approximately 2-3 weeks, depending on the delivery address and stock availability. The risk in the goods shall pass to the buyer upon delivery, but the property in all goods shall remain with the company until payment of all sums has been received.

If the customer fails to pay any amount due to the company or is the subject of a bankruptcy petition or goes into liquidation, makes an arrangement or composition with creditors or has an Administrator or Administrative Receiver appointed or if execution is threatened or affected the Home & Garden, its servants or agents are hereby authorized to enter upon any premises where its goods may be for the purpose for recovering all goods supplied by the company. Upon the happening of any such events or the Home & Garden reasonably believe that any such event is about to occur. Without prejudice to its other remedies shall be entitled to withhold deliveries to the customer and demand immediate payment of all sums due to the company. All goods - whether on Showroom Floors or otherwise remain the property of the Home & Garden until paid in full.

### **DAMAGE AND RETURNS**

**All returns, faulty goods, damages and discrepancies must be notified within 7 days with photographic evidence and original invoice number. Any claims made after this time limit will be subject to exchange or repair at the companies' discretion, any claims made after 30 days or more will not be credited, claims for non-delivery must be notified in writing with 5 days of**

**invoice.** No items can be returned with a driver without prior agreement in writing, from our head office. A credit note will not be posted until after all goods are collected at which our drivers will only make two attempts to collect. A credit note will be raised if Home & Garden makes agreements for the customer to dispose of the damaged goods. Failure to comply with this procedure will result in items not being credited or replaced. If any order has been placed incorrectly and needs uplifting, due to no fault of the Home & Garden a collection and administration fee will be made. Home & Garden UK LTD does not hold any responsibility for the fading of fabric unless we have received a fault with the entire batch.

Due to the nature of hand crafted cane furniture, colours and styles may vary slightly from the illustrated in the brochure. Home & Garden reserves the right to modify the specifications of the range of products in any way where necessary and without prior notice, or to withdraw or add their ranges. Customers will be informed in writing at the earliest opportunity if an item ordered is no longer available.

**These conditions shall be construed in accordance with the Law of England and any disputes resolved in the Courts of Law in England.**

Please keep this copy for your own records as a reference.

**\*\*UPON RECEIPT OF THIS DOCUMENT YOU AS THE CUSTOMER AGREE TO OUR TERMS AND CONDITIONS AS THEY ARE STATED THROUGH OUT. YOUR COMPANY NAME ALONG WITH AN AUTHORIZED SIGNATURE IS ON FILE WITH US IN OUR MAIN OFFICE.\*\***

With signing this form you as the customer are agreeing to Home & Garden's Terms and Conditions. **These conditions shall be construed in accordance with the Law of England and any disputes resolved in the Courts of Law in England.**

This information will be placed on file in our main office for our records.

Company Name: \_\_\_\_\_

Customer Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**PLEASE RETURN TO US AS SOON AS POSSIBLE!**

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Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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