

## TERMS & CONDITIONS

### 1.0 Definitions

- 1.1 In these conditions:  
"CUSTOMER" means a person who accepts a quotation from the company for the sale of Goods and/or Works.  
"GOODS" means that the fencing and/or gates which the Company agree to supply in accordance with these terms and conditions.  
"COMPANY" means Northampton Security Fencing Ltd. registered in England under Company Number 7127564  
"CONDITIONS" means the Standard Terms and Conditions of Sale set out in this document.  
"CONTRACT" means the Contract for the sale and purchase of the Goods in accordance with the Conditions.  
"WORKS" means the installation of the goods on the Customer's premises.

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

### 2.0 Basis of Sale

- 2.1 The company shall supply and the Customer shall purchase the Goods on the basis of the Company's written quotation and specification in accordance with these conditions.
- 2.2 The quotation is open for acceptance by the Customers for a period of 28 days from the date thereof unless stated elsewhere. Prices are fixed for four weeks subject to adverse rises beyond our control.
- 2.3 No variation from the written specification may be accepted unless agreed in writing and shall be subject to the right of the company to make such further charge as it sees fit at its discretion.
- 2.4 The contract shall not bind the Company until it confirms its acceptance in writing and acceptance by the Company of the Contract may be conditional upon one or more of the following conditions as it shall in its absolute discretion determine:  
2.4.1 inspection and measurement on site by the Company's surveyor.  
2.4.2 provision by the Customer of credit references in a form satisfactory to the company.  
2.4.3 payment by the Customer of a deposit.
- 2.5 The Company reserves the right to make any necessary modifications and additional charges following inspection.
- 2.6 The Company reserves the right by giving notice to the Customer at any time before delivery to increase the price of the goods to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company (such as without limitation significant increase in costs of labour materials or other costs of manufacture) any change in delivery dates, quantities or specifications for the goods which is requested by the Customer, or any delay caused by failure of the Customer to give the Company adequate information of instructions.
- 2.7 Should extra works become necessary for which no rates have been agreed hourly charges for a labourer are £19.50 per hour and £23.50 per hour for a fencer. All plant and materials are charged at cost plus 15%.
- 2.8 Should we be delayed, be unable to complete works, or be asked to return at a later date due to onsite circumstances beyond our control, then we reserve the right to make a return visit charge of £250.00 for each occurrence.
- 2.9 Prices are based on all sections of the quotation being placed as one order. Should the order be placed in stages costs may be subject to a surcharge. Prices are based on providing the agreed distance and shortfalls will not be deducted from the price. Additional fencing over the agreed distance will be charged at a pro-rata rate unless specified otherwise.

### 3.0 Obligations of the Company

- 3.1 The Company shall not be responsible for removing any fixture or services required to be moved in order to carry out the Works or for damage caused to services as a result of failure by the Customer to indicate the position of such services. All underground cables, pipes and alike should be identified by the Customer either with a drawing or marked on site. Whilst we take due care and diligence any unidentified services which are encountered and damaged will be the responsibility of the Customer.
- 3.2 The Company shall make an additional charge in the event that:  
3.2.1 The Company is required to carry materials to the fencing line as a result of failure by the Customers to provide adequate access in accordance with condition 6.1 below.  
3.2.2 the soil at the premises contains rock, chalk or other hard substances and additional digging is required. All quotes and prices do not include for hard digging unless specified.  
3.2.3 completion of the Works involves one or more additional visits to the premises.
- 3.3 The Company guarantees and warrants that the Goods will comply with the description set out in the Contract and will be made of proper materials and will be manufactured and installed with reasonable skill and care. If within a period of six months from the date of installation any defect shall appear which is due to defective workmanship or the use of any defective materials the Company will make good or replace the same free of charge provided always:  
  
(i) nothing herein contained shall impose on the company any liability in respect of the shrinkage or movement in timber.  
(ii) such defect is notified in writing to the company within 6 weeks of the Customer first becoming aware of the same  
(iii) the Customer has paid in full all amounts due to the Company.

#### **4.0 Payment**

- 4.1 Payment shall be made within 28 days from the date of invoice which will be raised on completion of the works/delivery.
- 4.2 If the Customer fails to make payment on the date then without prejudice to any other right or remedy available to the Company the Company shall be entitled to charge interest on the amount unpaid at the rate of 2.5% per month until payment in full is made (a part of the month being treated as a full month for the purpose of calculating interest)
- 4.3 In the event of non payment by the Customer on the due date the Company may at its discretion discontinue all work in relation to the Contract until payment has been made in full of all outstanding amounts.
- 4.4 In the event of non-completion of minor works the Customer shall not be entitled to withhold payment greater than 5% of the Contract price.
- 4.5 All prices quoted both verbally and in writing are subject to Value Added tax at the prevailing rate. V.A.T Reg. No. 983 2168 00
- 4.6 The Company's invoices shall include provision for Value Added Tax at the prevailing rate.

#### **5.0 Cancellation**

- 5.1 The Contract is an agreement binding upon both parties when it has been signed by the Customer and accepted by the Company.
- 5.2 In the event that the Customer shall cancel the contract the Customer shall reimburse the Company all amounts expended by the company prior to the date of cancellation and the Company shall be entitled to invoice the Customer in respect of all such amounts and all work done prior to the date of cancellation.

#### **6.0 Obligations of the Customer other than Payment**

- 6.1 The Customer agrees to allow the company access to the premises at all reasonable times so that the Company may make a detailed site report and complete the Works and if the Customer shall fail to allow access within 14 days of written notification by the company of the delivery date the Customer shall be liable to pay the Company all outstanding amounts due within further 7 days from the date of written demand by the company.
- 6.2 The Customer shall ensure that the fencing line is agreed with the Company and is clear and free of obstruction at all times.
- 6.3 The Customer shall remove any surplus excavated material if this cannot be spread along the fence line.
- 6.4 The Customer shall obtain all necessary approvals permission and attendances, including access to neighbours' land and premises and pay all costs and expenses connected therewith to enable the Company to carry out the works. The Company shall not be liable for additional works resulting from the lack of planning permission.

#### **7.0 Delivery and Installation**

- 7.1 Any dates quoted for delivery of the goods are approximate only and the Company shall not be liable for any delay in the delivery of the Goods. Time for delivery shall not be of the essence of the Contract.  
The Goods may be delivered by the Company in advance of the quoted delivery date upon giving reasonable notice to the Customer.
- 7.2 The Company will use its best endeavours to adhere to installation dates but cannot be held responsible for any failure to meet installation dates as a result of unforeseen events such as inclement weather.

#### **8.0 Title and Risk**

- 8.1 Title to the Goods shall not pass until payment in full has been made by the Customer.
- 8.2 The Goods shall be at the risk of the Customer immediately following delivery to the Customer's premises or otherwise to his order.

#### **9.0 Carriage**

- 9.1 Unless otherwise specified the Contract price includes delivery by road transport to the address notified by the Customer to the company
- 9.2 Carriage shall be subject to the Haulage Contractors conditions of carriage.
- 9.3 If transport other than by road is specified the company shall make an additional charge as appropriate.

- 10.0** Nothing in these conditions shall affect or restrict the statutory rights of the Customer and to the extent that any of these conditions are inconsistent with such rights they shall be modified accordingly