



1 GENERAL

- 1.1 Any contract between HANDRAIL CREATIONS LTD and any of its customers ("the customer") for the supply and/or services shall automatically incorporate these conditions which shall prevail over any other terms and conditions attached to the Customer's order.
- 1.2 The waiver of any of any conditions herein at any time by the Customer shall not be effective unless it is specifically agreed in writing by HANDRAIL CREATIONS LTD and shall constitute a waiver for the purpose of that particular transaction only and all other conditions herein shall remain in full force and effect.
- 1.3 Any contract between HANDRAIL CREATIONS LTD and the Customer shall only arise on the written acceptance by HANDRAIL CREATIONS LTD of the Customer's order.

2 PRICE AND PAYMENT

- 2.1 The price for the Goods ("the Price") shall be the price as stated on the quotation or estimate provided by HANDRAIL CREATIONS LTD, or such other price as the parties may agree in writing or orally.
- 2.2 For a "supply only" sale, i.e. where items are sold without installation at the Customer's property, final payment of the Price shall be made by the Customer prior to delivery.
- 2.3 For an "installation" sale, i.e. where items are installed or work is carried out at the Customer's property or site, final payment of the Price shall be made by the Customer within 7 days of the date of the invoice.
- 2.4 HANDRAIL CREATIONS LTD understands and will exercise its statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to agreed credit terms.
- 2.5 HANDRAIL CREATIONS LTD will ask for deposit payments on all orders, the payment installations are included in the quotation and any invoices.
- 2.7 Payment details are provided on the invoice, any payments made via any other means, other than provided on the invoice will not be accepted.

3 QUOTATIONS

- 3.1 Any quotation provided by HANDRAIL CREATIONS LTD shall be valid for acceptance by the Customer for a period of 60 days from the date of the quotation, unless specified
- 3.2 The customer agrees to direct any questions regarding quotation or payment to the person who issued the initial quote, or, if not available a company director. Any quote made for any extras, or waivers, by any other person are not valid.
- 3.3 If not specified any price quoted, either in writing or orally is exclusive of VAT and all costs or charges in relation to packaging, loading, unloading, carriage and insurance (if applicable) which shall be due at the rate ruling on the date HANDRAIL CREATIONS LTD invoice unless included within our quotation. Unless otherwise agreed in writing, no quotation shall be subject to any discount.

4 GOODS

- 4.1 All Goods shall be required to conform to the specification in the order for Goods by the Customer as accepted by HANDRAIL CREATIONS LTD or as otherwise expressly agreed in writing or orally.
- 4.2 Any order for Goods sent by the Customer to HANDRAIL CREATIONS LTD shall be deemed to be accepted subject to the Conditions contained herein.
- 4.3 Each order for Goods accepted by HANDRAIL CREATIONS LTD shall be deemed to be an individual legally binding contract between the parties.
- 4.4 Where any designs or patterns or specifications have been supplied by the Customer for manufacture by or to the order of HANDRAIL CREATIONS LTD then the Customer warrants that the use of those designs, patterns or specifications for the manufacture, processing, assembly or supply of the Goods shall not infringe the intellectual property or other rights of any third party. The Customer shall indemnify and keep indemnified HANDRAIL CREATIONS LTD against any loss in respect of any proceedings or otherwise resulting from any infringement of any letters, patent, copyright, registered design, registered trademark or any other protection subsisting in favour of any third party in any such pattern or specification.

5 DELIVERY

- 5.1 The Customer shall be deemed to have accepted the Goods upon completion of the "installation" work, or upon delivery or collection for a "supply only" sale.
- 5.2 HANDRAIL CREATIONS LTD shall not be liable to the Customer or be deemed to be in breach of the Conditions by reason of any delay or failure in a "supply only" sale or in "installation" work if the delay or failure was due to any cause beyond HANDRAIL CREATIONS LTD reasonable control.
- 5.3 All risk in the Goods shall pass to the Customer upon completion of the "installation" work, or upon delivery or collection for a "supply only" sale unless agreed otherwise in writing between parties.
- 5.4 If HANDRAIL CREATIONS LTD is unable to deliver the Goods for reasons outside its control, HANDRAIL CREATIONS LTD shall be entitled, at the Customer's expense, to place the Goods in storage until such time as the Goods may be delivered.
- 5.5 Any cancellation of an order must be sent by the Customer to HANDRAIL CREATIONS LTD in writing. The Customer is liable to be charged for any materials ordered or work started for an order at the time of cancellation.
- 5.6 Whilst HANDRAIL CREATIONS LTD is pleased to undertake insurance work, this is only done on the understanding that the Customer is responsible for paying HANDRAIL CREATIONS LTD invoice, not the insurance company. HANDRAIL CREATIONS LTD is unable to deal with insurance companies direct unless agreed in writing between all parties.



6 TITLE TO GOODS

6.1 HANDRAIL CREATIONS LTD warrants that it has good title to the Goods and that it will transfer title in the Goods to the Customer pursuant to Clause 5.2.

6.2 Notwithstanding delivery, title in the Goods shall not pass to the Customer until HANDRAIL CREATIONS LTD has been paid in full for the Goods. Nothing in this Clause shall prevent HANDRAIL CREATIONS LTD from raising an action against the Customer for payment of the Goods.

6.3 The title of any unwanted items removed by HANDRAIL CREATIONS LTD as debris or rubbish from the Customer's property transfers immediately to HANDRAIL CREATIONS LTD.

7 DAMAGE IN TRANSIT

7.1 Upon serving notice within 24 hours of delivery to HANDRAIL CREATIONS LTD, the Customer shall be entitled to replacement Goods if HANDRAIL CREATIONS LTD is reasonably satisfied that the Goods have been damaged during transportation arranged by HANDRAIL CREATIONS LTD.

8 GUARANTEE

8.1 Where the Goods have been manufactured by HANDRAIL CREATIONS LTD and are found to be defective, or installation work by HANDRAIL CREATIONS LTD is found to be defective; HANDRAIL CREATIONS LTD shall repair or, at its sole discretion, replace defective Goods free of charge upon the following conditions:

8.1.1 The Customer giving notice of the defect within 5 days of the defect coming to the Customer's attention;

8.1.2 Such notice being served within 20 days of delivery or collection for a "supply only" sale, or within 6 months of the date of the invoice for "installation" work;

8.1.3 The defect being due to HANDRAIL CREATIONS LTD faulty design, workmanship or materials;

8.1.4 The Customer having complied with HANDRAIL CREATIONS LTD oral or written instructions as to storage, installation, use or maintenance of the Goods or in accordance with good trade practice; and

8.1.5 The defect is not due to rot or insect attack of joinery items as specified within

8.2 Any Goods to be repaired or replaced under Clause 7 for a "supply only" sale shall be delivered to HANDRAIL CREATIONS LTD at the Customer's expense.

8.3 Where the Goods have been manufactured by a third party HANDRAIL CREATIONS LTD shall where possible pass on to the Customer the benefit of any warranty in respect of the Goods granted to HANDRAIL CREATIONS LTD by such third party.

9 LIMITATION OF LIABILITY

9.1 Subject to HANDRAIL CREATIONS LTD liability under Clause 5 HANDRAIL CREATIONS LTD shall not be liable to the Customer for any loss (including loss of profit), costs, damages, charges or expenses incurred by the Customer or for any loss or damage to or caused by the Goods.

9.2 Subject to Clause 8, all other conditions, warranties or other stipulations concerning the Goods whether express or implied by common law or under statute are excluded to the fullest extent permitted by law, and, in particular, but without limiting the foregoing generality, HANDRAIL CREATIONS LTD grants no warranties regarding fitness for purpose, use, quality or nature of the Goods whether express or implied by statute or common law.

9.3 Subject to Clause 13 the liability of HANDRAIL CREATIONS LTD under this Agreement howsoever arising shall not exceed the Price.

10 JOINERY WORK

10.1 For a "supply only" sale, the Customer is responsible for the accuracy of sizes requested. Any amendments to joinery items ordered due to inaccurate sizes will be charged for.

10.2 Whilst every attempt is made to eliminate the expansion and shrinkage of supplied items, HANDRAIL CREATIONS LTD is not liable for any expansion/shrinkage or swelling of these items.

10.3 Unless otherwise stated, staining, polishing or painting of the supplied items is not included in the estimated or quoted price.

10.4 Timber is a natural product, therefore there is always colour differentials within the wood and whilst every effort is made to ensure the colour/grain matches with other timber, tolerances will have to be allowed for.

11 DEFAULT BY CUSTOMER

11.1 If the Customer shall fail to pay the price for the goods and/or services by the due date for payment, the (without prejudice to any other rights of HANDRAIL CREATIONS LTD arising from such failure) the Customer shall (if so required by HANDRAIL CREATIONS LTD) pay HANDRAIL CREATIONS LTD interest thereon at a rate of 5% per month above the base rate or part thereof on the outstanding amounts from time to time.

11.2 If the Customer shall commit default in or commit any breach of its obligations to HANDRAIL CREATIONS LTD, or if any distress or execution shall be levied upon the Customer, its property or assets or if the Customer shall make or offer to make any arrangements or compositions with its creditors or commit any act of bankruptcy or if the Customer shall be a company and any resolution or petition or receiving order in bankruptcy shall be presented or made against him, or if the Customer shall be a company and any resolution or petition to wind up such company's business shall be passed or presented otherwise than for the purpose of amalgamation or reconstruction whilst solvent, or if a receiver of such company's undertaking property or assets or any part thereof shall be appointed, or if the Customer shall be insolvent then without prejudice to any other rights available to HANDRAIL CREATIONS LTD it may forthwith cancel any contract then subsisting with the Customer or alternatively may suspend or cancel delivery of any of the goods to be supplied there under.



12 GENERAL

12.1 Nothing in these Conditions shall be construed so as to exclude or limit the liability of HANDRAIL CREATIONS LTD for breach of the warranties contained in Clause 6 or for breach of warranty as to title and quiet possession implied by the Sale of Goods Act 1979 where such Act applies to the contract between HANDRAIL CREATIONS LTD and the Customer for the sale and purchase of the Goods incorporating these Conditions.

12.2 Nothing contained in these Conditions shall be construed so as to limit or exclude the liability of HANDRAIL CREATIONS LTD for death or personal injury as a result of HANDRAIL CREATIONS LTD fraudulent misrepresentation, negligent actions or those of its employees or agents.

12.3 When working on construction sites, unless agreed upfront, it is the responsibility of the main contractor to provide any equipment required for safe workings, including but not limited to: Scaffolding, Guarding, safety harnesses, lifting equipment.

13 FORCE MAJEURE

13.1 If the performance of the contract shall be delayed by any circumstances beyond the control of HANDRAIL CREATIONS LTD including (but without prejudice to the generality of the foregoing) war, hostilities (whether war shall be declared or not), insurrection, industrial disputes, strikes, lock-outs, riots, explosion, fire, storm, act of God, accidents, unavailability or shortage of materials or labour, interruptions of supply, any statute, rule, law bye-law, or order or request made by or issued by any government department or local or other duly constituted authority, then HANDRAIL CREATIONS LTD shall have the right to suspend further performance of the contract until such time as the cause of the delay shall no longer be present and for a reasonable time thereafter.

13.2 If the performance of the contract by HANDRAIL CREATIONS LTD shall be prevented by any such circumstances beyond the control of HANDRAIL CREATIONS LTD then HANDRAIL CREATIONS LTD shall have the right to be discharged from the further performance of any liability under the contract. If HANDRAIL CREATIONS LTD exercises such a right then the Customer shall thereupon pay the contract price less a reasonable allowance for what has not been performed by HANDRAIL CREATIONS LTD.

14 SUB CONTRACTORS

14.1 HANDRAIL CREATIONS LTD maintains the right to use sub-contracted companies to manufacture, install and decorate goods without prior consent.

15 CANCELLATION

15.1 No cancellation by the Customer is permitted except where expressly agreed by HANDRAIL CREATIONS LTD.

15.2 The work is secured for both parties following receipt of deposit, after which a production slot will be reserved that may result in turning away other possible work. Deposit payments are non refundable unless HANDRAIL CREATIONS LTD is unable to fulfill their obligations as agreed prior to receipt of deposit or are willing to do so under exceptional circumstances

15.3 The Customer will in the event of agreed cancellation by the Customer indemnify HANDRAIL CREATIONS LTD against all expenses incurred up to the time of such cancellation.

16 GOVERNING LAW AND JURISDICTION

16.1 This Agreement shall be governed by and construed in accordance with the law of England and Wales and the parties hereto submit to the non-exclusive jurisdiction of the English and Welsh courts.