**Terms and Conditions of Business**

DEFINITIONS

1.1 “Buyer” means the individual or organization who buys or agrees to buy the Services from the Seller;

1.2 “Consumer” shall have the meaning ascribed in section 12 of the Unfair Contract Terms Act 1977;

1.3 “Contract” means the contract between the Seller and the Buyer for the sale and purchase of Services incorporating these Terms and Conditions;

1.4 “Services” means services that the Buyer agrees to buy from the Seller;

1.5 “Seller” means Bonds Of Brewood;

1.6 “Terms and Conditions” means the terms and conditions of sale set out in the quotation document and any special terms and conditions agreed in

writing by the Seller.

CONDITIONS

2.1 Nothing in these Terms and Conditions shall affect the Buyer’s statutory rights as a Consumer.

2.2 These Terms and Conditions shall apply to all contracts for the sale of Services by the Seller to the Buyer and shall prevail over any other

documentation or communication from the Buyer.

2.3 Acceptance of delivery of the Services shall be deemed conclusive evidence of the Buyer’s acceptance of these Terms and Conditions.

2.4 Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless

agreed in writing by the Seller.

ORDERING

3.1 All orders whether verbal or written for Services shall be deemed to be an offer by the Buyer to purchase Services pursuant to these Terms and

Conditions and are subject to acceptance by the Seller. The Seller may choose not to accept an order for any reason.

PRICE AND PAYMENT

4.1 The Price of the Services shall be that stipulated on the Seller’s estimate inclusive of VAT.

4.2 After the order is received the Seller shall confirm in writing the details, description and price for the Services together with information on the right to

cancel if the Buyer is a Consumer.

4.3 Payment of the Price must be made in agreement with the following conditions.

i) Payment for all materials purchased on behalf of the customer at the customer request shall payable in full at the time of requesting the purchase.

ii) Payment for all labour shall be payable in full immediately upon completion of the works (Unfinished works due to material shortages or material failures

of goods provided or purchased on or on behalf of the customer shall not be deemed a reason for withholding payment.)

WARRANTY

5.1 The Seller warrants that the Services will at the time of order correspond to the description given by the Seller. Except where the Buyer is dealing as a

Consumer, all other warranties, conditions, or terms relating to fitness for purpose, merchantability or condition of the Services, whether implied by Statute,

common law or otherwise are excluded, and the Buyer is satisfied as to the suitability of the Services for the Buyer’s purpose.

DELIVERY

6.1 Where a provisional installation date has been agreed, and where this installation date cannot be met by the Seller, the Buyer will be notified and given the opportunity to agree a new installation date or agree cancellation.

6.2 Where a specific installation date has been agreed, and where this installation date cannot be met by the Seller, the Buyer will be notified and given the

opportunity to agree a new installation date or agree cancellation.

6.3 The Seller shall use its reasonable endeavours to meet any specific date agreed for installation. In any event time of installation shall not be of the essence and the Seller shall not be liable for any losses, costs, damages or expenses incurred by the Buyer or any third party arising directly or indirectly out of any failure to meet any agreed installation date.

6.4 The Services shall be provided at the Buyer’s address specified in the order and the Buyer shall make all arrangements necessary to be available when

the installation is due to take place.

CANCELLATION, REFUNDS, AND WARRANTY

7.1 If an Installation Service is cancelled by the Buyer 7 days or more ahead of the date of installation, a full refund will be given on any labour fee paid by

the Buyer

7.2 1 If an Installation Service is cancelled by the Buyer less than 7 days or more ahead of the date of installation, a cancellation fee of £200 shall be paid

at the time of cancellation by the Buyer to the Seller in lieu of accrued costs and loss of earnings of the seller.

LIMITATION OF LIABILITY

8.1 Except as may be implied by law where the Buyer is dealing as a Consumer, in the event of any breach of these Terms and Conditions by the Seller the

remedies of the Buyer shall be limited to damages which shall in no circumstances exceed the Price of the Services and the Seller shall under no

circumstances be liable for any indirect, incidental or consequential loss or damage whatever.

8.2 Nothing in these Terms and Conditions shall exclude or limit the liability of the Seller for death or personal injury resulting from the negligence of the

Seller or that of the Seller’s agents or employees.

WAIVER

9.1 No waiver by the Seller (whether express or implied) in enforcing any of its rights under this contract shall prejudice its rights to do so in the future.

FORCE MAJEURE

10.1 The Seller shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside

its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or

unavailability of raw materials from a natural source of supply, and the Seller shall be entitled to a reasonable extension of its obligations.

SEVERANCE

11.1 If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction

such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been

agreed with the invalid illegal or unenforceable provision eliminated.

CHANGES TO TERMS AND CONDITIONS

12.1 The Seller shall be entitled to alter these Terms and Conditions at any time. But this right shall not affect the existing Terms and Conditions accepted

by the Buyer upon making a purchase.

GOVERNING LAW AND JURISDICTION

13.1 These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the

exclusive jurisdiction of the English courts