

1. DEFINITIONS

In these conditions:

“the company” means “Sherwood Outdoor Living” (the contracting party).

“the goods” means the articles (or as the case may be, services) to be supplied by the company in accordance with these conditions.

“the purchaser” mean the party to whom the goods are to be supplied.

“the conditions” means the standard conditions of sale as set out in this document and includes any special terms and conditions agreed in writing between the company and the purchaser.

“the contract” means the contract for the supply of goods incorporating these conditions.

2. FORMATION OF CONTRACT

These terms and conditions shall in all respects be construed and have effect according to English law, and the parties agree to submit to the jurisdiction of the English courts.

In no circumstances will the company be liable to the purchaser in damages for any amount in excess of the total amount of the value of the goods supplied by the company to the purchaser.

All goods sold by the company will be subject to these conditions, which may not be altered unless expressly agreed in writing by a person authorised to sign on behalf of the company (“a company signatory”).

Any contrary or additional terms whether or not contained in any document of the purchaser are excluded.

3. PRICE

The price of goods is the price ruling at the date of despatch.

Prices quoted are not fixed unless agreed in writing by a company signatory.

All quotes are subject to increases in manufacturer or supplier cost price.

The price is exclusive of value added tax and any other governmental taxes.

4. PAYMENT

The purchaser will not be entitled to make any deduction or set off from any sums claimed by the company any amount due or claimed against the company by the purchaser whether under this or any other contract.

The company reserves the right in its absolute discretion at any time, to insist upon payment by way of cleared funds for goods before delivery, or to demand security for payment before continuing with or delivering any goods, notwithstanding any subsisting agreement to provide credit to the purchaser.

Payment by credit is offered through M Markovitz Ltd.

5. ORDERS

Where goods are requested by the purchaser under a trade name or description, the company shall not be responsible to the purchaser should the goods prove unsuitable for the purpose for which the purchaser requires the same.

The purchaser must check any drawings, dimensions, sizes, weights and quantities before ordering, the company cannot accept responsibility for any errors or omissions or any consequential loss arising therefrom.

6. CANCELLATION OF ORDERS

The company will not accept cancellation of orders or return of any goods ordered once the company has placed orders for the supply or manufacture of goods with its manufacturers or suppliers.

The company will in its absolute discretion consider accepting cancellation of order for (or the return of) goods that are a normal yard stock item and reserve the right to make a restocking or cancellation charge.

7. DELIVERIES

Where the contract provides for the goods to be delivered to the purchaser by instalment, each delivery shall be deemed to constitute a separate enforceable contract.

Any despatch or delivery date or time given by the company is only an estimate, time will not be of the essence of the contract. The company accepts no responsibility for any financial or other loss or damage (whether direct or indirect) if delivery is delayed, nor shall any such delay entitle the purchaser not to accept and pay for the goods when they are delivered.

The risk in the goods shall pass to the purchaser on delivery or collection

It is the purchasers responsibility to provide a good hard road on site

Delivery vehicles will enter the site only at the absolute discretion of the driver and the purchaser will fully indemnify the company for any actual or consequential loss or damage as a result of the vehicle being on site.

It is the purchasers responsibility to provide facilities and labour for the safe offloading of the goods.

Where employees of other contractors working on site accept the goods, the goods will be deemed to have been accepted by the purchaser.

No responsibility can be accepted by the company for shortages or damages unless this is indicated by the purchaser at the time of delivery, in writing on the delivery sheet or delivery documents issued by the company.

In the event of any goods supplied by the company proving defective in material or workmanship, the company will, at its option replace or repair such items free of charge which shall be the limit of the companies responsibility, providing that the complaint is made within three days of delivery and subject, where the goods have been used or fixed, to the defects being such that an examination by the purchaser ought to have revealed them before using or fixing.

The company will not be responsible for any consequential losses sustained by the purchaser as a result of any such defects.

8. RETENTION OF TITLE

The property in the goods shall not pass to the purchaser and shall remain with the company until the purchaser has paid to the company all monies outstanding to the company, whether under this or any other contract with the company.

Until payment has been made in full, the purchaser shall keep the goods as bailee and trustee for the company and shall return such goods to the company on request.

If such payment is overdue in part or in whole the company may, by its servant or agents, and without prejudice to its other rights, enter upon any premises where the goods are stored, and recover the goods for disposal as the company thinks fit.

Notwithstanding the above, the goods may be used either on their own or mixed with any other product, and sold by the purchaser at full market price in the normal course of bona fide business. The company shall retain the title to the goods supplied to the purchaser and shall assume title to all new composite products formed by mixing of the goods with other products until such time as all monies due by the purchaser to the company have been paid.

All monies received by the purchaser from such sale shall be held by the purchaser in trust for the company, until such time as all monies due to the company by the purchaser have been paid as aforesaid.

The purchaser shall, if requested by the company to do so in writing, assign its rights to recover the selling price of the goods from the third parties concerned.

Payment of all sums owing to the company shall become due immediately upon the commencement of any act or proceeding concerning the purchaser's solvency.

9. GENERAL DATA PROTECTION REGULATIONS (2018)

All account details will be stored securely. We will reserve the right to make one or more searches with credit reference agencies, which will keep a record of those searches and will share that information with other businesses.

We may also make enquiries about the principal directors with credit reference agencies. We will monitor and record information relating to your trade performance and such records will be made available to credit reference agencies who will share that information with other businesses in assessing applications for credit and fraud prevention.

Our Privacy Statement can be found here for full details of how we store and use your information.