

TERMS AND CONDITIONS

1. a. Fords South West Ltd supply of goods only.
Where Fords South West Ltd are requested to supply goods only without any man-hour content. Fords South West Ltd reserve the right to request a deposit of 100% of the goods value including VAT at current rates on all orders below £250 in value, all orders of £250 and above Fords South West Ltd reserve the right to request a deposit of 50% of the goods value including VAT at current rates.
- b. Fords South West Ltd supply of goods and labour content.
Where Fords South West Ltd are requested to supply goods with man-hour content. Fords South West Ltd reserve the right to request a deposit of 33.33% of the total contract value with order, with the remaining 66.66% payable on completion of the contract.
- c. Fords South West Ltd reserve the right to charge a restocking charge for products that are incorrectly ordered or no longer required. The handling/restocking charge will be dependent on the type of product returned the condition of packaging, and may be up to 100% of the value of the product.
2. Unless covered in section 1 and agreed by us in writing all invoices are payable at Alexandria Industrial Estate, Alexandria Road, Sidmouth by no later than 14 days after the date of invoice and are strictly nett. We reserve the right to require interim payments on application for sections of a Contract completed from time to time, also for unfixed materials on site. No retention to be held.
3. If any sums under any contract are payable by instalment or stage payments, such payments are due within fourteen days from invoice or demand unless if covered in section 1. If any such sums are not paid within that period, Fords South West Ltd may give written notice to the Customer specifying such default and referring to this condition, and if the Customer does not pay all sums due in full within fourteen days from the date of such notice Fords South West Ltd may determine the Contract by written notice. If Fords South West Ltd determines the agreement under this condition Fords South West Ltd shall be entitled to recover payment in full for work executed and materials supplied or purchased or prepared for the purpose of that Contract together with loss of profit on that part of the agreement remaining uncompleted.
4. All legal and beneficial interest and property in all materials and goods supplied by Fords South West Ltd to the Customer under any Contract shall remain vested in Fords South West Ltd until all monies due in respect of the said Contract have been paid in full, wherever the said materials and goods are situated, and whether or not they have become fixed to any property or mixed with any other goods.
5. Statements in any Estimate or Contract made by us as to the time or date of delivery of goods or materials, or for completion of any work or otherwise for the performance of our Contract are to be treated as an approximate estimate on current trading conditions existing. We can accept no responsibility if we are delayed or prevented from delivering goods or materials or executing work or otherwise performing our Contract from any causes beyond our control including Act of God, force majeure, war, hostilities, terrorism, legislation, Government order or direction, any strike lockout, labour disturbance, civil commotion, fire, accident, breakdown of machinery or any lack or shortage of materials or labour, or any reduction or stoppage or output at the works of makers of any goods or materials required and in any such case we are to be released from obligation to complete our Contract with the Customer by a particular time, but without prejudice to our right to recover payment for goods or materials already delivered or work already done.
6. Samples submitted for approval must be accepted as showing substance and general character only. Equality of the bulk as to colour, size, thickness or shape cannot be guaranteed.
7. Although we make every effort to supply the best goods or materials available of the type specified in our Estimate or Contract, if any goods or materials supplied by us or incorporated in work done by us develop defects of any kind, our liability shall be limited to replacement of manufacturers works of the goods or materials shown to be defective. We are not under any circumstances to be liable for any consequential loss or damage caused by reason of any delays in completing the work ordered from us by reason of late delivery or of any fault, failure or defect in any goods or materials supplied.
8. Unless expressly agreed by us in writing our prices for goods or work or for the hire of scaffolding or plant are based on cost to us of goods or materials, labour and transport (including the cost of confirming to obligations imposed by statute or Government order) ruling at the date when such prices were quoted or in the absence of a quotation, when such prices were agreed. In the event of the cost to us of obtaining or delivering goods or materials or executing the work or Contract in question being increased directly or indirectly by reason of any subsequent fluctuation in such cost we reserve the right to make a corresponding increase or reduction in our prices to meet any such fluctuation.
9. Unless otherwise agreed in writing, our prices only cover delivery of goods or execution of work on normal working days and during normal working hours. All deliveries made or work done at the Customer's request on Bank Holidays, Sundays and Saturday afternoons and outside normal working hours will be subject to extra charge.
10. We reserve the right to refuse to execute any order or Contract if the arrangements for payment or the Customer's credit are not satisfactory to us. In the case of non-payment of any account when due or in the case of death, incapacity, bankruptcy or insolvency of the Customer or when the Customer is a Limited Company in the case of liquidation or the appointment of a receiver, then the purchase of all goods and/or work delivered and/or executed by us to the Customer to date and any sums due to us from the Customer for the hire of scaffolding or plant shall immediately become due and payable from the Customer to us and in addition we are to have the right to cancel every contract made with the Customer or to cancel or suspend or continue delivery of goods and materials and/or the execution of work and/or hire of scaffolding or plant at our option without prejudice to our right to recover any loss sustained.
11. Interest will be charged on overdue accounts at the current NatWest Bank PLC Base Rate plus 7% annum.
12. We reserve the right to use the services of a sub-contractor of any part or parts of the Contract.
13. Where the Contract for work is based on a priced Bill of Quantities and in any case where our work requires measurements, quantities and measuring are to be arrived at in the same method as used for the preparation of the original Contract estimate. In the absence of any such Contract estimate then it shall be remeasured in accordance with the current Standard Method adopted by the Royal Institute of Chartered Surveyors.
14. We reserve the right to display signboards advertising the name of Fords South West Ltd on or near the site.
15. In the event of an error in the calculation of the price or specification of a contract being discovered by the Company before the Contract is started, the Company shall be at liberty to cancel the contract without further liability.
16. Unless otherwise agreed by us in writing, the above terms and conditions shall apply to all orders accepted by us. Any stipulations or conditions in a Customer's order form which would conflict with any of these terms and conditions or in any way qualify or negate the same shall be deemed to be inapplicable to any order placed with us unless expressly agreed to by us in writing when acknowledging the order in question.
17. All mains service charges used for installation and testing purposes are deemed to be payable by the Customer.
18. Unless otherwise stated, all prices quoted are exclusive of VAT, which will be charged at the rate applicable to the date of invoice.
19. All matters regarding Planning Permission, Building Regulations, Structural Detailing, and any other necessary permissions and/or approvals and all fees payable in connection therewith remain the Customer's responsibility.