

ANGLIA FABRICATION & DESIGN LIMITED

TERMS & CONDITIONS 2021 (v1)

The Terms and Conditions set out below apply to all quotations provided by the Company and form the Terms and Conditions of the Contract between the Company and the Customer.

1. DEFINITIONS

Anglia Fabrication & Design Limited company number 01036634 is referred to as “the Company”

An Account Customer is one who has applied for a credit account (payable within End of Month following invoice) and whose application, including references have been accepted by the Company.

The person (whether or not an Account Customer) requesting a quote or purchasing the goods and/or services from the Company is referred to as “the Customer”.

The Goods sold, serviced, repaired or otherwise handled by the Company or Service supplied by the Company on behalf of the Customer are referred to as “the Goods”.

Hire of Goods or equipment will be referred to as “the Items”.

The Contract date shall be the date on which the Company accepts the Order from the Customer.

“The End User” is the identity for whom the Project is being undertaken

“The Project” is the work which is being undertaken on the End User’s site of which the Contract between the Company and the Customer forms a part.

2. COMPANY DETAILS

Telephone	01638 664596
Emails:	
Quotations and Orders	gary@angliafabrication.co.uk or j_nicholas@angliafabrication.co.uk
Accounts and Administration	jules@angliafabrication.co.uk
UKCA/CE, Health & Safety and Administration	fcm@angliafabrication.co.uk
Any other matters	gary@angliafabrication.co.uk or j_nicholas@angliafabrication.co.uk
Website	www.angliafabrication.co.uk

3. DESCRIPTION OF THE GOODS

- 3.1. All detail relating to the Goods is correct to the best of the Company’s knowledge and information at the time it is provided.
- 3.2. The Goods are produced and/or provided in accordance with the Customer’s instruction.

4. SALE OF THE GOODS

- 4.1. The Company reserves the right to refuse the Customer’s acceptance of a quotation unless such quotation is stated to be open for a specific period and is not withdrawn within such period. All prices which the Company quotes are based on materials, labour, transport and other cost prevailing at the date of the Contract and are subject to variation.
- 4.2. This Contract is divisible. Each delivery may be invoiced separately as if from a separate Contract and each invoice shall become due in accordance with Clause 5.
- 4.3. A Declaration of Performance will be supplied where appropriate once the Invoice(s) have been paid and all certification received from Suppliers.

5. PRICE AND PAYMENT

- 5.1. The price of the Goods is as agreed unless there are changes to the Contract.
- 5.2. The Customer is responsible for payment of the Invoice(s).
- 5.3. Unless otherwise agreed in writing, payment of the invoice is required no later than 7 days from the date of invoice and in any event prior to collection or delivery of the Goods.
- 5.4. The Company shall not be held accountable for collection, delivery or other supply of the Goods until payment of the invoice is received by the Company.
- 5.5. In some circumstances, the Customer will be required to pay a deposit in advance of the Company undertaking the Order. This will be discussed with the Customer as appropriate.
- 5.6. Each invoice shall become due and payable separately and shall not be the subject of any counterclaim or set off relating to this or any other Contract.
- 5.7. If for any reason (including but not limited to non-collection or failure to arrange delivery of the Goods by the Customer) the price on the invoice is not paid to the Company, in accordance with these Terms and Conditions, the Company is entitled to charge:
 - 5.7.1. interest
 - 5.7.2. late payment compensation charges
 - 5.7.3. reasonable costs of collecting the debtpursuant to the Late Payment of Commercial Debts (Interest) Act 1988 fourteen days from the date of the invoice.

6. CANCELLATION/CHANGES

- 6.1. Communication by the Customer concerning cancellation or changes to the Goods should be effected in writing to the Company's address by recorded delivery or by email to gary@angliafabrication.co.uk or j_nicholas@angliafabrication.co.uk
- 6.2. Where there are changes to the order, any additional cost will be priced, including cost of the materials, ancillary services, labour rate and uplift plus VAT and the Customer will be required to pay that cost. An invoice will be provided and the Customer's terms for payment will be applied.
- 6.3. Any Goods already prepared prior to receipt of notice of cancellation or change, will be priced including cost of materials, labour rate and loss of profit plus VAT and the Customer will be required to pay that cost. An invoice will be provided and the Customer's terms for payment will be applied.

7. COMPLETION OF THE GOODS

- 7.1. Any dates quoted for delivery of the Goods are approximate only and the time of delivery is not of the essence.
- 7.2. The Customer will be notified once the Goods are completed and are ready either for collection, delivery or fixing. Upon such notification, a date for collection, delivery or fixing will be arranged and an invoice raised.
- 7.3. The Customer will be required to pay and collect or take delivery of the Goods within seven days of the Company advising that the Goods have been completed, unless otherwise agreed in writing.
- 7.4. The Company will store the Goods for a period of 7 days after the day on which the Company advises the Customer the Goods are ready for collection or delivery, and thereafter may restock or otherwise dispose of part or all of the Goods and set off any sum recovered (less costs) as a result thereof against the invoice(s). The Customer will remain liable for any balance due
- 7.5. Whilst the Company stores the Goods after notification of completion and before any restocking or disposal of the Goods (if at all), the Company shall not be liable for the security of storing the Goods.

8. RETURN/REJECTION OF THE GOODS

Unless otherwise agreed, Goods rejected by the Customer as not complying with the Contract shall be notified to the Company within 10 days of receipt, failing which the Goods will be deemed as compliant with the Contract.

9. OWNERSHIP/BAILEE

- 9.1. All of the Goods supplied by the Company shall remain its sole and absolute property as legal and equitable owner until such time as the Customer shall have paid all invoices subject to the Contract.
- 9.2. The Customer authorises the Company to enter upon any premises on which the Customer has been or is working, or which it owns or leases where the Goods are situate to label, mark and or repossess the same.
- 9.3. Until such time as the Customer becomes the owner of the goods the Customer will store them as the Company's Bailee at the Customer's premises separately from any other goods and in such manner to identify them as the Goods of the Company.

9.4. The Customer shall be licensed to agree to sell or sell the goods supplied on the express condition that the whole of the proceeds of sale are held in trust for the Company and not paid into any overdrawn banking account.

10. HIRE OF GOODS/EQUIPMENT

Items are hired subject to the Customer's own insurance. The Customer is required to inspect the Items to determine they are in satisfactory condition prior to using the Items. Hire of Items must be paid for in advance unless otherwise agreed in writing. The Company reserves the right to charge an additional deposit fee – to be returned to the Customer upon safe return of the Items. The Company is not liable to the Customer or any third party for any negligent act or otherwise whilst the Items are in the Customer's care and control. Full terms and conditions of hire are contained in the separate Hire Agreement.

11. CALCULATION OF DAMAGES

The Company is not responsible for any unforeseeable loss (whether financial or otherwise) suffered by the Customer or Third Party when it is not in breach of these Terms and Conditions, or otherwise unless the Company is found to be negligent or fraudulent in its supply of goods or services.

12. THIRD PARTIES/LIABILITY

The Company is not responsible in relation to the supply of the Goods to the Customer for any loss (whether financial or otherwise) caused by a Third Party over which it has no control or order.

13. FORCE MAJEURE

The Company shall not be responsible for any loss suffered by the Customer or Third Party as a result of delay in supply or delivery of the Goods or Services that is the result of any event or circumstance beyond our control (including but not limited to, weather conditions, pandemics, accidents, failure of telecommunications, inability to use transport networks, acts of God, terrorist attack, war, riots, civil commotion strikes acts or restraints of the Government).

14. INSOLVENCY/FRAUD

Should the Customer, End User or a Third Party within the pyramid of contracts for the project be declared bankrupt, wound up by Court Order, enter into Liquidation, Administration (whether pre-pack or otherwise), Voluntary Arrangement or suffer any other Insolvency steps or fraud, then the Contract will be treated as terminated and the Company will stop any further work (after ensuring all safety steps are in place). The Company will be entitled to render its invoice for work to the point of ensuring all safety steps are in place.

15. GDPR

We value your privacy.

Customer details obtained in relation to quotes, orders, accounts or payments including name, address, telephone number and email address are retained by the Company for the purpose of supply, delivery, fitting, and legal obligations. Details are held on a secure system monitored by data protection software.

Payment details are not retained.

Customer details will only be used for marketing purposes by the Company if the Customer agrees.

16. LAW AND JURISDICTION

The Contract is subject to the Laws of England and Wales.

The Contract is subject to the jurisdiction of the Courts of England and Wales.