

**Reeve Wood**  
**Terms and Conditions of Trading**

**1. Definitions**

"**BS Standard 8201**" is available at [www.bsigroup.co.uk](http://www.bsigroup.co.uk)

"**Contract**" shall mean the contract between the Supplier and the Customer consisting of the Quotation or Order Confirmation, these Conditions and any other documents (or parts thereof) specified in the Quotation or Order Confirmation.

"**Contract Price**" means the price for the Works as detailed on the Quotation or Order Confirmation.

"**Customer**" means the customer named on the Quotation.

"**Delivery**" means either delivery by the Supplier at the Customer's cost from the Supplier's premises to the Site or collection by the Customer from the Supplier's premises.

"**Fitting Instructions Warranty Form**" means the form supplied with these terms and conditions to be completed by the Customer in accordance with clause 17.

"**Goods**" means the goods to be supplied and/or installed by the Supplier.

"**Intellectual Property Rights**" means any patent, patent application, know how, trade mark or name, service mark, design right, registered design, copyright or other similar industrial or commercial right.

"**Quotation**" means the Supplier's quotation or Proforma for the supply of the Goods accepted by the Customer and setting out such details as deposit, quantity, price, date for Delivery, and/or completion, Site address, date and invoicing.

"**Site**" means the Customer's site where the Goods are to be delivered or where work is to be done by the Supplier.

"**Supplier**" means Reeve Flooring.

"**Works**" means the supply, delivery, and/or installation of the Goods as detailed in the Contract.

**2. Conditions Applicable Warranties**

2.1 These conditions shall apply to all Contracts for the sale of Goods by the Supplier to the Customer to the exclusion of all other terms and conditions including any terms which the Customer may purport to apply under any purchase order, confirmation of order or similar document. Any variation to these conditions shall be inapplicable unless agreed in writing by the Supplier.

2.2 Where the goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Customer are not affected by these conditions and the following terms apply:

2.2.1 The Customer can cancel its order at any time up to 7 working days after the day of confirmation of the order provided the Customer has not instructed the Supplier delivering the Goods within the 7 day cancellation period.

2.2.2 To cancel, please write to us at the address shown on the order confirmation. The Customer does not have to give any reason for cancellation.

2.2.3 If the Customer cancels within the 7 day cancellation period and the Goods have been delivered, the Customer must return the

Goods to the Supplier at the Customer's own expense.

2.2.4 Provided the Customer cancels within 7 days from the date of the order confirmation, the charges detailed in clause 15 will not be charged.

2.2.5 The Customer must ensure that the Goods are in their original packaging and packaged adequately to protect against damage during transit.

2.2.6 If the Customer fails to return the Goods, the Supplier will collect them, and will charge the Customer the direct cost of collection. If the Customer fails to take reasonable care of the Goods before they are returned to the Supplier, and this results in damage or deterioration, the Supplier will charge the Customer for the reduction in value.

2.2.7 Once the Goods have been received by the Supplier and so long as they are in satisfactory condition, the Supplier will refund any deposit or other payment the Customer has made to the Supplier within 30 days, less any collection charge incurred by the Supplier under clause 2.2.6.

2.3 The Supplier warrants to the Customer that it has used and will continue to use its reasonable endeavours to provide that the Goods: (i) will be of satisfactory quality; and (ii) will correspond with any relevant specification; (iii) will correspond with any UK or EU Standard.

2.4 The Supplier reserves the right to inspect any alleged defective Goods [where practicable at its premises] and to repair and/or provide replacement Goods at its discretion.

2.5 Given the natural nature of the Goods supplied any samples of the Goods are provided as an indication and not as a guarantee of quality or colour of the Goods.

2.6 The Goods shall be supplied in accordance with the description contained in the Quotation. The Seller may from time to time make changes to the specification of the Goods and which do not materially affect the quality of the Goods.

**3. Payment and Title**

3.1 The Contract Price quoted shall be binding provided the Quotation is accepted within 28 days or as otherwise specified and agreed. The Supplier may at any time up to 7 days before Delivery increase the Contract Price to reflect any increase in the cost to the Supplier which is due to factors occurring after the making of the Contract which are beyond the reasonable control of the Supplier.

3.2 Subject to clause 2.2 any deposit is non-refundable. Payment of the Contract Price is to be made at the times and in the amounts stated in the Quotation. Where payment is not required prior to delivery the Supplier shall invoice the Customer and payment shall be due within 30 days of date of invoice.

3.3 Payment is to be made without any retention, deduction or set off. Interest at the statutory rate, Base + 4%, shall be payable by the Customer in respect of any late payment.

3.4 Without prejudice to any other rights of the Supplier in the event of any payment of part thereof being outstanding after the last date for payment the Supplier shall be entitled to suspend the performance of its obligations until payment in full is received. If any payment remains unpaid for 14 days after it has become due the Supplier may give notice to the Customer requiring payment within 7 days of the date of such notice and if the Customer shall fail

to comply with such notice the Supplier may immediately terminate this Contract.

3.5 Title to the Goods shall not pass to the Customer until the date that the Contract Price and value added tax thereon have been paid in full to the Supplier. Until payment is made the Customer shall hold the Goods on a fiduciary basis. The Customer shall be entitled to sell any Goods in the possession of the Customer but owned by the Supplier for the account of the Supplier and the Customer shall be under a fiduciary duty to account to the Supplier for the proceeds of sale thereof to the extent that any monies are owed by the Customer to the Supplier.

3.6 Risk of damage to or loss of the Goods will pass to the Customer in the case of Goods to be delivered at the Supplier's premises, at the time when the Supplier notifies the Customer that the Goods are available for collection; or in the case of Goods to be delivered otherwise than at the Supplier's premises, at the time of Delivery or if the Customer wrongfully fails to take delivery of the Goods, the time when the Supplier has tended delivery of the Goods.

3.7 Until such time as title to the Goods passes to the Customer (and provided the Goods are still in existence and have not been resold) the Supplier shall be entitled at any time to require the Customer to deliver up the Goods to the Supplier and if the Customer fails to do so, to enter upon Site or any premises of the Customer or any third party where the Goods are stored and repossess the Goods.

**4. Delivery**

4.1 Delivery will be effected by the Supplier or the Supplier's nominated sub-contractor; or at the discretion of the Supplier Delivery may be made by the Customer collecting the Goods at the Supplier's premises at any time after the Supplier has notified the Customer that the Goods are ready for collection. The Customer shall provide the Supplier with unrestricted access to the Site and suitable labour for unloading the Goods.

4.2 If the Customer should fail to either arrange Delivery or accept Delivery following receipt of notification from the Supplier that the Goods are ready for Delivery the Supplier shall be entitled to have the total value of such delayed Goods included in an invoice for payment. Further, the Customer shall pay to the Supplier costs of storage including insurance, in respect of such delayed Goods and any further delivery costs.

4.3 Any dates quoted for Delivery are approximate only and the Supplier shall not be liable for any delay in the delivery of the Goods howsoever caused. Time for Delivery shall not be of the essence of the Contract unless previously agreed by the Supplier in writing

4.4 The Customer shall be deemed to have accepted the Goods within 3 days after Delivery. After acceptance the Customer shall not be entitled to reject Goods which are not in accordance with the Contract.

4.5 Once the goods have been installed they are deemed to be accepted. After acceptance the Customer shall not be entitled to reject Goods which are not in accordance with the Contract.

**5. Limit of Liability**

5.1 Subject as expressly provided in these conditions and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977) in no circumstances whatsoever shall the liability of the Supplier to the Customer under this Contract exceed the limit of liability set out in the Quotation. The Supplier shall be under no liability whatsoever to the Customer for or in respect of:-

5.1.1 any loss of or damage to the Goods which shall occur after the expiration of the period stated in clause 4.4.

5.1.2 any defect in the Goods arising from any drawing design or specification supplied by the Customer.

5.1.3 fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Supplier's instructions (whether oral or in writing) misuse or alteration or repair of the Goods without the Suppliers approval.

5.1.4 installation and/or laying by third parties.

5.1.5 failure to follow any installation guidelines by the Supplier supplied by the Supplier

5.2 The Supplier shall have no liability whatsoever or howsoever to the Customer by way of indemnity or by reason of any breach of the Contract or a statutory duty or by tort (including but not limited to negligence) for any loss of profit, loss of use, loss of production, loss of contracts or for any financial or economic loss or for any indirect or consequential damage whatsoever suffered by the Customer even where such loss and/or damage had been within the contemplation of the parties at the date of entering into the Contract. Nothing in this clause 5.2 shall exclude any liability for fraudulent misrepresentation.

## 6. Installation

6.1 The Customer shall provide the Supplier with unrestricted access to the Site, suitable labour for unloading the Goods and with all necessary power, water and any other services together with specialist equipment where practicable to enable the completion of any installation of the Goods at the Site.

6.2 The Customer shall ensure that suitable storage is provided on Site for the Goods to be stored in compliance with the relevant British Standard Institute recommendation and/or direction of the Supplier.

6.3 Where installation is arranged and/or carried out by the Customer it is recommended that all floors are laid to British Standard 8201. Subject to clause 17 any advice relating to installation provided by the Supplier is given as a guideline only and the Customer is responsible for ensuring that the installation is carried out by persons experienced and competent in the installation of goods similar to the Goods supplied.

## 7. Intellectual Property Rights

7.1 Where the Contract requires the Supplier to carry out any design work or development or modification of design then the ownership of any Intellectual Property Rights arising out of or in relation to the design of the Goods shall be vested in the Supplier.

7.2 If any process is to be applied to the Goods by the Supplier in accordance with a specification submitted by the Customer, the Customer shall indemnify the Supplier against all actions claims demands costs charges and expenses arising from or incurred by reason of any infringement or alleged infringement of any Intellectual Property Rights of any third party.

## 8. Force Majeure

8.1 Force Majeure means - war, hostilities (whether war be declared or not), invasion, act of foreign enemies, riot, civil commotion or disorder; any form of government intervention, strikes and lock outs relevant to the Contract; delays by sub contractors or suppliers; any other

circumstance beyond the reasonable control of either of the parties.

8.2 If either party is prevented or delayed from or in performing any of its obligations under the Contract by Force Majeure then it may notify the other of the circumstances constituting the Force Majeure and of the obligations performance of which is thereby delayed or prevented, and the party giving the notice shall be excused the performance of such obligation for so long as the circumstances of prevention may continue.

8.3 If either party shall be excused the performance of any obligation for a continuous period of 60 days then either party may at any time thereafter and provided such performance is still excused by notice to the other terminate the Contract.

8.4 If the Contract is terminated under sub clause 8.3 the Customer shall pay the Supplier as provided in sub-clause 9.2.

## 9. Termination

9.1 In the event of the Customer becoming bankrupt or (being a corporation) going into liquidation other than for the purpose of a scheme of reconstruction or amalgamation or carrying on its business under an administrator, receiver, manager or liquidator for the benefit of its creditors or any of them the Supplier may by notice in writing terminate the Contract forthwith.

9.2 In the event of termination under this Contract the Supplier shall be entitled to be paid the value of Works undertaken as at the date of termination together with any expenditure reasonably incurred by the Supplier in the expectation of the performance of or in consequence of the termination of the Contract and loss of profit on the Contract including the difference between the total price to be paid on termination and the Contract Price. Such payment shall be paid by the Customer within 30 days of the date of invoice.

## 10. Dispute Resolution

10.1 If any dispute arises out of this Contract the parties will attempt to settle it by mediation. To initiate mediation a party must give notice in writing ("the ADR Notice") to the other party that they are requesting mediation. If there is any point on the conduct of the mediation (including as to the nomination of the mediator) upon which the parties cannot agree within 14 days from the date of the ADR Notice it is agreed that the Centre for Dispute Resolution will be requested to decide that point for the parties having consulted with them. Any mediation will start not later than 28 days after the date of the ADR Notice.

10.2 No party may commence any court proceedings in relation to any dispute arising out of this Agreement until they have attempted to settle it by mediation and that mediation has terminated.

10.3 The law of this Contract shall be English and subject to the obligation on the parties to try and achieve a settlement via mediation the courts of England and Wales shall have exclusive jurisdiction of any matter arising out of this Contract.

## 11. Notices

11.1 Any notice shall be served by leaving it at or by sending it by first class post, email or facsimile to the address of the party specified in the Quotation. Where notice is sent by post it should be deemed to be received two business days next following. Notice sent by facsimile shall be deemed to be received at the time of transmission unless outside the normal business hours of the recipient in which case receipt shall

be deemed to be 10am on the business day next following. Any notice sent by facsimile or email shall also be sent by first class post.

## 12. Entire Agreement

12.1 Notwithstanding anything to contrary expressed in or to be implied from this Contract, this Contract shall be deemed to contain the entire agreement and understanding between the parties which supersedes any and all previous agreements and understandings between the parties and the Customer acknowledges that in accepting the Quotation and in entering into this Contract the Customer has not relied or will not rely on any statements, representations, warranties or undertakings which are not expressly set out in the documents referred to above including without limitation to the generality of the foregoing, any statements, representations, warranties or undertakings contained in any other documents made available by the Supplier prior to the execution of this Contract. This clause shall not exclude any liability for fraudulent misrepresentation.

## 13. Waiver

13.1 Failure by the Supplier at any time to enforce any provision of the Contract shall not in any way affect its right to require complete performance by the Customer nor shall the waiver of any breach of any provision be held or taken to be a waiver of any subsequent breach of any provision or be a waiver of the provision itself.

## 14. Contracts (Rights of Third Parties) Act

14.1 For the avoidance of doubt nothing in the Contract shall confer on any third party any benefit or the right to enforce any term of the Contract

## 15. Restocking Charges

A restocking charge will be applicable on all returned goods as well as any return carriage charges. The level to be at the discretion of the supplier.

16. Manufacturing Tolerances +/- 1mm in heights, widths and lengths.

## 17. Warranty

17.1 Reeve Flooring warrants that the Goods will maintain their structural integrity for a period of [period] provided that at all times it is fitted in compliance with the terms and fitting instructions contained within the Fitting Instructions Warranty Form and the following conditions:

17.1.1 The Fitting Instructions Warranty Form must be completed and delivered to Reeve Flooring within three months from the date of invoice.

17.1.2 If the Goods are fitted in any manner other than those contained in the Fitting Instructions Warranty Form the warranty shall not apply.

18. In the event of any dissatisfaction with any of our products or services, please write to us at the address shown on your order confirmation.

19. Reeve Flooring is a trading name of Wilkin Dennys Ltd.