TERMS & CONDITIONS
ACRELANE TIMBER LIMITED
AND ACRELANE BUILDERS MERCHANTS LIMITED

1 **Business customers and consumers**
1.1 Some of these terms apply to consumers only; some apply to business customers only. Those terms are marked as such.
1.2 All other terms apply to all customers.
1.3 You are classified as a business customer if you indicate to us that the goods supplied by us will be used in the course of your business or if you use the goods in the course of your business.
1.4 If you are not a business customer, you are a consumer. Your statutory rights are unaffected by these terms.
2 **Price**
2.1 The price quoted excludes VAT (unless otherwise stated). VAT will be charged at the rate applying at the time of delivery.
2.2 Our quotations lapse after 30 days (unless otherwise agreed).
2.3 The price quoted excludes delivery (unless otherwise stated).
2.4 **Business customers:** Unless otherwise stated, the price quoted to business customers is an illustrative estimate only and the price charged will be our price current at the time of delivery.
2.5 **Business customers:** Rates of tax and duties on the goods will be those applying at the time of delivery.
2.6 **Business customers:** At any time before delivery we may adjust the price to reflect any increase in our costs of supplying the goods.
3 **Delivery**
3.1 All delivery times quoted are estimates only.
3.2 If we fail to deliver within a reasonable time, you may (by informing us in writing) cancel the contract, however:
3.2.1 you may not cancel if we receive your notice after the goods have been dispatched; and
3.2.2 if you cancel the contract, you can have no further claim against us under that contract.
3.3 If you accept delivery of the goods after the estimated delivery time, it will be on the basis that you have no claim against us for delay (including indirect or consequential loss, or increase in the price of the goods).
3.4 We may deliver the goods in installments. Each installment is treated as a separate contract.
4 **Delivery and safety**
4.1 We may decline to deliver if:
4.1.1 we believe that it would be unsafe, unlawful or unreasonably difficult to do so; or
4.1.2 the premises (or the access to them) are unsuitable for our vehicle.
5 **Delivery and risk**
5.1 The goods are at your risk from the time of delivery.
5.2 Delivery takes place either:
5.2.1 at our premises (if you are collecting them or arranging carriage); or
5.2.2 at your premises (if we are arranging carriage).
5.3 You must inspect the goods on delivery. If any goods are damaged (or not delivered), you must write to tell us within three working days of delivery (or the expected delivery time). You must give us (and any carrier) a fair chance to inspect the damaged goods.
6 **Payment terms**
6.1 You are to pay us cash or otherwise in cleared funds (such as by credit card) on delivery unless you have an approved credit account.
6.2 **Business customers:** If you have an approved business credit account, payment is due by the last day of the month following delivery of the goods.
6.3 If you fail to pay us in full on the due date:
6.3.1 we may suspend or cancel future deliveries;
6.3.2 we may cancel any discount offered to you;
6.3.3 you must pay us interest at the rate equivalent to that set for the purposes of s6 of the Late Payment of Commercial Debts (Interest) Act 1998:
a. calculated (on a daily basis) from the date of our invoice until payment;
b. compounded on the first day of each calendar month; and
c. before and after any judgement (unless the court orders otherwise).
6.4 If you have an approved business credit account we may withdraw it or reduce your credit limit or bring forward your due date for payment.
6.5 We take any of those actions in 6.4 at any time and without notice.
6.6 You do not have the right to set off any money you may claim from us against anything you may owe us.
6.7 While you owe money to us, we have a right to keep any property we may hold of yours until you have paid us in full (a lien)
6.8 You are to indemnify us in full and hold us harmless from all expenses and liabilities we may incur (directly or indirectly and including legal costs on a full indemnity basis) following any breach by you of any of your obligations under these terms.
7 **Title**
7.1 **Consumers:** s18 Sale of Goods Act 1979 applies.
7.2 **Business customers:** Until you pay all debts you may owe us:
7.2.1 all goods supplied by us remain our property;
7.2.2 you must store them so that they are clearly identifiable as our property;
7.2.3 you must insure them (against the risks for which a prudent owner would insure them) and hold the policy on trust for us;
7.2.4 you may use those goods and sell them in the ordinary course of your business, but not if:
a. we revoke that right (by informing you in writing); or
b. you become insolvent.
7.3 **Business customers:** You must inform us (in writing) immediately if you become insolvent.
7.4 **Business customers:** If your right to use and sell the goods ends you must allow us to remove the goods.
7.5 **Business customers:** We have your permission to enter any premises where the goods may be stored:
7.5.1 at any time, to inspect them; and
7.5.2 after your right to use and sell them has ended, to remove them, using reasonable force if necessary.
7.6 Despite our retention of title to the goods, we have the right to take legal proceedings to recover the price of goods supplied should you not pay us by the due date.
7.7 You are not our agent. You have no authority to make any contract on our behalf or in our name.
8 **Warranties**
8.1 We warrant that the goods:
8.1.1 comply with their description on our acknowledgement of order form; and
8.1.2 are free from material defect at the time of delivery (as long as you comply with clause 5.3).
8.2 **Business customers:** We give no other warranty (and exclude any warranty, term or condition that would otherwise be implied) as to the quality of the goods or their fitness for any purpose.
8.3 **Consumers:** Your statutory rights are unaffected.
8.4 Apart from goods which are faulty on delivery if you believe that we have delivered goods which are defective in material or workmanship, you must:
8.4.1 inform us (in writing), with full details, as soon as possible (and in any event within 14 days of delivery); and
8.4.2 allow us to investigate (we may need access to your premises and product samples).
8.5 If the goods are found to be defective in material or workmanship (following our investigations), and you have complied with those conditions (in clause 8.4) in full, we will (at our option) replace the goods or refund the price.
8.6 We are not liable for any other loss or damage (including indirect or consequential loss, financial loss, loss of profits or loss of use) arising from the contract or the supply of goods or their use, even if we are negligent.
8.7 Our total liability to you (from one single cause) for damage to property is limited to two million pounds.
8.8 For all other liabilities not referred to elsewhere in these terms our liability is limited in damages to the price of the goods.
8.9 Nothing in these terms restricts or limits our liability for death or personal injury resulting from negligence.
9 **Specification**
9.1 Suppose we are to prepare the goods in accordance with your specifications or instructions. You must then ensure that the specifications or instructions are accurate. You must ensure that goods prepared in accordance with those specifications or instructions will be fit for the purpose for which you intend to use them.
9.2 We reserve the right to make any changes in the specifications of our equipment which are necessary to ensure it conforms with any applicable safety or other statutory requirements.
9.3 **Business customers only:** we also reserve the right to make without notice any minor modifications in our specifications designs or materials as we think necessary or desirable.
10 **Return of goods**
10.1 We will accept the return of goods from you only:
10.1.1 by prior arrangement (confirmed in writing);
10.1.2 on payment of an agreed handling charge (unless the goods were defective when delivered); and
10.1.3 where the goods are as fit for sale on their return as they were on delivery.
11 **Cancellation**
11.1 Suppose the order is cancelled (for any reason). You are then to pay us for all stock (finished or unfinished) we may then hold (or to which we are committed) for the order.
11.2 We may suspend or cancel the order, by written notice if:
11.2.1 you fail to pay us any money when due (under the order or otherwise);
11.2.2 you become insolvent;
11.2.3 you fail to honor your obligations under these terms.
11.3 You may not cancel the order unless we agree in writing (and clause 10.1 then applies).
12 **Waiver and variations**
12.1 Any waiver or variation of these terms is binding in honor only unless:
12.1.1 made (or recorded) in writing;
12.1.2 signed on behalf of each party; and
12.1.3 expressly stating an intention to vary these terms.
12.2 All orders that you place with us will be on these terms (or any that we may issue to replace them). By placing an order with us, you are expressly waiving any printed terms you may have to the extent that they are inconsistent with our terms.
13 **Force majeure - business customers only**
13.1 Suppose we are unable to perform our obligations to you (or able to perform them only at unreasonable cost) because of circumstances beyond our control. We may then cancel or suspend any of our obligations to you, without liability,
13.2 Examples of those circumstances include act of God, accident, explosion, fire, transport delays, strikes and other industrial disputes and difficulty in obtaining supplies.
14 **General**
14.1 English law is applicable to any contract made under those terms. The English and Welsh courts have non-exclusive jurisdiction.
14.2 If you are more than one person, each of you has joint and several obligations under these terms
14.3 If any of these terms are unenforceable as drafted:
14.3.1 it will not affect the enforceability of any other of these terms; and
14.3.2 if it would be enforceable if amended, it will be treated as so amended.
14.4 We may treat you as insolvent if:
14.4.1 you are unable to pay your debts as they fall due; or
14.4.2 you (or any item of your property) becomes the subject of:
a. any formal insolvency procedure (examples of which include receivership, liquidation, administration, voluntary arrangements (including a moratorium)or bankruptcy);
b. any application or proposal for any formal insolvency procedure; or
c. any application, procedure or proposal overseas with similar effect or purpose.
14.5 **Business customers:** all brochures, catalogues and other promotional materials are to be treated as illustrative only. Their contents form no part of any contract between us and you should not rely on them in entering into any contract with us.
14.6 **Business customers only:** any notice by either of us which is to be served under these terms may be served by leaving it at or by delivering it to (by first class post or by fax) the other's registered office or principal place of business. All such notices must be signed.
14.7 No contract will create any right enforceable (by virtue of the Contracts [Rights of Third Parties] Act 1999) by any person not identified as the buyer or seller.
14.8 By entering into a contract upon these terms you warrant that you have not been induced to enter into it because of any representations (whether oral or written) made by us or our agents.

ACRELANE
TIMBER MERCHANTS

Sales: 020 7326 1037
Accounts: 020 7978 8093
Fax: 020 7738 3921

ABM ACRELANE BUILDERS MERCHANTS

Sales: 020 7738 3777
Accounts: 020 7978 8093
Fax: 020 7738 6842

TRADE CARD

APPLICATION FORM

Opening Hours

Monday to Friday 7am to 5pm

Saturday 8am to 1pm

Acrelane Timber Limited have been established for over twenty years with well over a hundred years of experience between our sales team. Our yard is centrally located in SW2, offering off street parking for customers and just a short walk from the tube.

Deliveries

We offer a flexible delivery service aiming to drop goods to your site in the shortest time possible and keep your site moving. Contact our sales team to place an order for the same/next day.

Call & Collect

A time saving service offered exclusively to our Trade Card customers. Simply call our sales team on 020 7326 1037 to place your order and we'll have it out and ready to load on your vehicle, saving you time or enabling you to send someone else to collect

Cutting Service

We offer a cutting service for most of our sheet material. If you've not got a lot of space on site, get us to cut your MDF, plywood or chipboard to size.

Benefits available to Trade card holders:

Fast delivery service

Best trade prices

Exclusive special offers for Trade Card Holders

TRADE CARD APPLICATION

ACCOUNT NAME:_____

ADDRESS:_____

_____

_____

_____

_____

_____POST CODE_____

TELEPHONE NUMBERS

OFFICE:_____
FAX:_____
HOME:_____
MOBILE:_____

EMAIL:_____

CONTACT NAME:_____

STYLE OF ORGANISATION:
* Limited Company/Sole Trader/Partnership/Public Service/Charity * **Delete as appropriate**

IF A LIMITED COMPANY PLEASE STATE REGISTRATION NUMBER:_____

I confirm that I have read and accept the terms and conditions of sale overleaf. I understand that all orders will be placed on those terms (or any terms later adopted by you and notified to me in writing).

AUTHORISED SIGNATURE OF DIRECTOR/COMPANY

SECRETARY/OWNER:_____

NAME IN BLOCK CAPITALS_____

POSITION:_____DATE:_____

FOR OFFICE USE ONLY

SALES REP:_____
DATE ACCOUNT OPENED:_____
A/C NUMBER:_____
ACCOUNT NAME_____