

## **TERMS AND CONDITIONS OF TRADING**

In these conditions of sale the 'SELLER' means **Consult Build Limited** a limited company registered in England and Wales. The 'CUSTOMER' means the person, firm or company purchasing the Goods and/or Services. The 'GOODS AND/OR SERVICES' means the Goods and/or Services, which shall be the subject of the contract between the seller and customer. The 'CONTRACT' means the said contract.

- 1 **GENERAL:** The acceptance by the Customer of the Seller's written quotation, or the placing of any order whether written or oral by the Buyer, includes the acceptance of these conditions which shall prevail over any terms or conditions incorporated or referred to by the Customer whether in the order or in any negotiations and whether or not the same is expressed to override these conditions. If there is any conflict between these conditions and any such other terms or conditions these Conditions shall prevail unless otherwise agreed in writing by the Seller and the Customer.
- 2 **CANCELLATIONS:** Cancellations of any order accepted by the Seller cannot be made without the Seller's consent in writing and in no circumstances can the seller allow cancellation of orders for Goods and/or Services made or specially adapted to the Customer's requirements. Goods returned by prior arrangement will only be accepted if they are completely re-saleable and in the same condition as that in which they were delivered or collected. If the Seller accepts a cancellation by the Customer in relation to any or all of the Goods and/or Services, the Seller shall have the right to charge the Customer, or to deduct from any credit due to the Customer, an administration charge not exceeding 15% of the price of such Goods and/or Services.
- 3 **RETURN OF GOODS:** Goods which have been supplied in accordance with the Customer's order but which are subsequently returned, will only be credited if the Seller's written agreement to the return has first been obtained, and the price at which the Goods will be credited has been agreed. The Seller reserves the right to make a charge where necessary to cover the Seller's costs in putting the Goods so returned into a re-saleable condition.
- 4 **FINANCIAL TERMS:** The Seller shall be entitled to invoice the Customer for the price of the Goods and/or Services on or at any time after delivery, collection or notification that the Goods and/or Services are awaiting collection. Payment shall be made by the Customer immediately upon receipt of the Seller's invoice and if the purchase price or any part thereof is not paid within fourteen days of being invoiced, the Seller shall be entitled to charge and the Customer shall pay interest calculated at the rate of 2.25% per month upon the purchase price or any part of the purchase price which is outstanding. Should the Customer not pay within the Seller's terms the Seller can engage an outside agency to assist with collection and the Customer agrees to pay the agency's collection fee in addition to any interest together with any charges specified in the 'Late Payment of Commercial Debts (Interest) Act 1998'.
- 5 **RISK & PROPERTY:** Risk of damage to or loss of the Goods and/or Services shall pass to the Customer following receipt of the said Goods and/or Services by the Customer.
- 6 **RETENTION OF TITLE:** Ownership. The ownership of Goods and/or Services delivered by the Company will only be transferred to the Purchaser when he has met all that is owed to the Company no matter on what grounds.  
  
All risk in the Goods and/or Services shall pass to the buyer but the legal and beneficial title to the Goods and/or Services shall not pass to the buyer until all monies owed by the buyer to the Seller both in respect of this contract and any other subsisting contract between the buyer and Seller have been paid to the seller. Until the date of such payment the buyer will hold the Goods and/or Services in a fiduciary capacity for the Seller so that in the event of prior resale the Seller shall be entitled in law and equity to the proceeds of such sale or any claim for the same. The buyer shall if the Seller so requests store the Goods and/or Services in such a way that they are clearly shown to be the property of the Seller.
- 7 **NO WAIVER:** No waiver by the seller or any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 8 **SEVERABILITY:** If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions or these Conditions and the remainder of the provision in question shall not be affected thereby.
- 9 **ENGLISH LAW:** The Contract shall be governed by the laws of England and shall be subject to the jurisdiction of the English Courts.
- 10 **ASSIGNMENT:** The Contract of which these conditions form part is personal to the Customer who shall not assign the benefit thereof without the Seller's prior written consent.