ALAN GRICE
STAIRCASE COMPANY LTD
Timber Staircase Manufacturer & Bespoke Joinery

Terms and Conditions.

1. Definitions

"the Company" means Alan Grice Staircase Company Ltd (04588332) of Unit 1 Langley Road Burscough Industrial Estate Burscough Lancashire L40 8JR
"the Customer" means the person, partnership or corporate body named in the attached order agreement
"the Description" means the goods and or services set out in the attached order form
"the Price" means the price set out in the attached order form
"the Payment Terms" means the terms set out in the attached order form
"the Contractor" means the person, company or third party contracted by the Customer to carry out works on site

2. Agreement

The Company agrees to SUPPLY the goods and or services set out in the Description and the Customer agrees to purchase the goods and or services on these terms and conditions

3. Agreed Conditions

(a) No variation of these terms and conditions is valid unless approved by a director of the Company
(b) If any payment hereunder to the Company falls into arrears the Company may cancel or postpone the performance of this contract in whole or in part until payment is settled.
(c) If the Customer becomes insolvent the Company may cancel or postpone the performance of this contract in whole or in part until payment is settled
(d) These terms shall take precedence over any terms and conditions of the Customer whether attached to enclosed with or referred to in any purchase order of the Customer or elsewhere
(e) The title and ownership in the goods set out in the Description shall not pass to the Customer until the Price has been paid in full together with any VAT thereon
(f) The Company shall have the right to substitute materials (including the use of engineered materials) as near as possible of the same quality and value in lieu of those contained or referred to in the Description if in its absolute discretion it deems it expedient so to do and to make reasonable modifications to the specifications in such manner as may be necessary as a result of the use of such substituted materials as aforesaid but such substitution and modification shall not substantially alter the goods and or services in the Description
(g) The Company is not liable for any breach of this contract caused by matters beyond its reasonable control including acts of God, fire, lightning, explosion, war, disorder, flood, industrial disputes (whether or not involving the Company's employees), weather of exceptional severity, unavoidable hardware or software failures, or acts of local or central government or other authorities

Continued……

(h) The Company may at times recommend Contractors to complete work for the Customer. The Customer should arrange and agree costs, terms, availability, and timescales with the Contractor directly. The Company does not accept any responsibility for any issues that may arise from work carried out by Contractors

(i) The Company is not responsible for work carried out by recommended Contractors such as Installers (Joiners and Builders) and Finishers (French Polishers and Decorators). Replacement items due to damage after delivery, items cut wrong or incorrect installation, , accidental damage by a third party or further remedial work after completion due to issues created by Contractors will incur further costs to the Customer

(j) It is the customer's responsibility to assess and ensure that any installers commissioned to carry out installation and/or assembly of our products has the skills and experience to complete such tasks to a high standard of finish

(k) There may be items that have to be cut on site during installation to suit the appropriate fit. This is the responsibility of your appointed installers. Please make sure they have the appropriate skill, experience, tools, fixings and adhesives to carry out such work. This commonly relates to rails and continuous handrail systems

(l) The Company is not responsible for any extra decorating, finishing costs that may be incurred due to replacement items, for any reason.

(m) Timber is a natural product and although the Company will endeavor to ensure that the product is as consistent as possible, the Company cannot offer any guarantee or assurances on appearance, such as colour matches on laminates, knots, grain patterns, sap lines or pith, as they are part of the natural character of the timber and not defects

(n) The Company is not responsible for any warping, twisting, splitting, mould, stains or other damage caused by the environment that the product is stored in after delivery. It is the customers' responsibility to ensure that products are protected from damage by water, sun, hot/cold temperatures, and other environmental conditions that will affect the appearance, structure and lifespan of the product

(o) The Company is not responsible if the product is manufactured without a site measure completed by the Company and if it is subsequently found that the measurements and material type provided by the customer are incorrect, alterations and replacement items will incur further costs

(p) All products are **SUPPLY ONLY** unless specified differently in the Description. This includes glass panel products. We are not responsible for the fitting / installation of any products supplied unless otherwise stated.

(q) ALL glass products should be checked for correct quantities and defects immediately upon delivery. And to obtain any necessary building compliance approval required prior to installation. Any issues should be reported to the Company immediately

4. **The Customer agrees**
   (a) To pay the Price in full (on the date of this Customer Order) to the Company unless otherwise stated within the Payment Terms
   (b) To pay to the Company interest on any overdue payments in accordance with the Late Payment of Commercial Debts (Interest) Act 1998
   (c) To pay Value Added Tax on the Price as applicable and to pay the Price in sterling
   (d) All legal costs, charges and expenses incurred by the Company recovering any debt shall be paid by the Client on a full indemnity basis
   (e) To pay a cancellation fee of £50 to cover any subsequent administrative expenses plus any additional charges relating to labour, site visits and materials purchased specifically for their order
   (f) To check all goods on delivery and report any damage or missing parts within 72 hours of delivery
   (g) The Customer agrees to pay any additional storage costs due to delays in taking delivery on agreed delivery dates. This is based on a total of £25 per day. This is to be paid prior to delivery. Short delays should be discussed directly with Company management, and any arrangements will be at the discretion of the management

5. **The Company agrees**
   To use its reasonable care and skill in the production and supply to the Customer of the goods and or services in the Description and to achieve the delivery date agreed when an order is placed. Any changes and reasons to delivery dates will be communicated well in advance of any preset delivery date

6. **Liability**
   Nothing in these terms and conditions shall exclude or restrict the Company's liability for death or personal injury resulting from its negligence, liability for fraudulent misrepresentation or any other liability which cannot be excluded or limited under applicable law.
   Subject to this:
   (a) the Company's total liability to the Customer in contract law or in tort or otherwise howsoever arising in relation to this Contract is limited to the Price and
   (b) the Company will not be liable to the Customer for economic loss including loss of profits, business, contracts, revenues, goodwill, production and anticipated savings of any description howsoever caused and even if foreseeable by the Company

7. **Applicable Law**
   The construction, validity and performance of these terms is governed by the law of England and the parties accept the jurisdiction of the English Courts

8. **Waiver**
   No time or indulgence granted by the Company shall operate as a waiver of the Company's rights hereunder

9. **Confidentiality**
   Each of the parties undertake to the other to keep confidential all information concerning the business and affairs of the other which it has obtained or received as a result of discussions leading up to the entering into of this agreement or which it subsequently obtains during the course of this agreement and these obligations shall continue after the termination or expiry of the contract

10. Invalidity

If any provision of this contract is deemed by a judicial or other competent authority to be void, voidable or illegal or otherwise unenforceable the remaining provisions of this contract shall remain in full force and effect