

**STANDARD TERMS AND CONDITIONS**

**GENERAL**

- 1 'Company' means McVeigh Parker & Co Ltd
- 2 'Customer' means any person firm or company who contracts to purchase the goods whether in full or in part
- 3 'Goods' means any articles or services which are the subject of any agreement between the Company and the Customer.
- 4 'Conditions' means the terms set out in this document and any special terms agreed in writing by the Company and any notices on any packaging of any goods or at the Company's premises.
- 5 Quotations shall only be available for acceptance for a maxim period of 10 days from the date thereof and may be withdrawn by McVeigh Parker & Co within such period at any time by written or oral notice. A quotation given by McVeigh Parker & Co is not an offer and an order given in respect of a quotation is not binding on McVeigh Parker & Co until accepted by it.

**CONDITIONS APPLICABLE**

- 6 These Conditions shall apply to all contracts for the sale of Goods by the Company 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
- 7 All orders for Goods shall be deemed to be an offer by the Customer to purchase Goods pursuant to these Conditions
- 8 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Customer's acceptance of these Conditions.
- 9 Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Company

**PRICE**

- 10 The price shall be the Company's price set out overleaf and shall be exclusive of VAT which shall be due at the rate ruling of the date of the Company's invoice
11. Payment of the Price and VAT shall be due within 30 days of the date of the invoice and time for payment shall be of the essence for account customers, but for all other customers payment is to be made upon delivery or receipt of the goods ordered.
12. The Company reserves the right to impose a handling charge of 15% on the price of returned goods.
- 13 Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until payment at a rate of 2% above the Base Rate of National Westminster Bank plc from time to time in force and shall accrue at such a rate after as well as before any judgement.

**GOODS**

14. Description of the Goods in any McVeigh Parker catalogue price list or any other material shall not form part of the contract.
15. Any description or sample of the Goods is by way of identification only and does not constitute a sale by description or sample.

16. The quantity and description of the Goods shall be set out below.
17. All timber products supplied. The Company accepts no responsibility for any movement in timber beyond the bounds of normal C.C.A. treated fencing timber. All timber supplied is sold as fencing timber and as such will be satisfactory for that purpose, unless otherwise stated. The Company accepts no responsibility for movement in the timber due to varying weather conditions.
18. All timber products bought by the customer are under the acceptance that timber is a natural product, therefore susceptible to movement.

### **DELIVERY OF THE GOODS**

19. Delivery of the Goods shall be made on the delivery date set out overleaf
20. The date stated is given in good faith by way of estimate only and is not of the essence of the contract.
21. The Customer may be bound to accept Goods when they become available.
22. The Company shall not be liable for any loss or damage for delay in delivery or in transit or for any consequential loss caused thereby.
23. Failure to deliver on any date stated shall not be a breach of contract.
24. The Customer shall be bound to make arrangements for the delivery of the Goods whenever they are tendered for delivery.
25. The Customer shall ensure that delivery is to an area accessible by the Company or its carriers and which is safe and suitable for that purpose.

### **WARRANTIES AND LIABILITY**

26. Except where the Customer is dealing as a consumer (as defined by the Unfair Contract Terms Act 1977 Section 12) all warranties conditions or terms (whether implied or made expressly) whether by the Company or its servants or agents or otherwise relating to satisfactory quality fitness for purpose or condition of the Goods and whether implied by statute or common law are excluded.
27. The Company shall not be liable for the death or personal injury to any person save where such death or injury results from the negligence of the Company.
28. The Company may make changes in the specification of the Goods to allow for certain tolerances shall not exceed 10% / and do not affect the quality and fitness for purpose of the Goods.

### **TITLE AND RISK**

29. Risk shall pass on delivery of the Goods
30. Title shall not pass until (1) the Customer shall have paid the price in full and (2) no other sums shall be due from the Customer to the Company
31. Until title passes under clause (27) above the Customer holds the Goods as bailee for the Company and shall store them separately from other property of the Customer and marked as the Company's good
32. Notwithstanding that the Goods (or any of them) remain the property of the Company the Customer may sell or use the Goods in the ordinary course of the Customer's business at full market value for the account of the Company. Any such sale or dealing shall be a sale or use of the Company's property by the Customer on the Customer's own behalf and the Customer shall deal as principal when making such sales or dealings. Until property in the Goods passes from the Company and the entire proceeds of sale or otherwise of the Goods shall be held in trust for the Company and shall not be mixed with other money or paid into any

overdrawn bank account and shall be at all material times identified as the Company's money.

- 33 The Company shall be entitled to recover the Price and VAT notwithstanding that property in any of the Goods has not passed from the Company.
34. Until such time as property in the Goods passes from the Company the Customer shall upon request deliver up such of the Goods as have not ceased to be in existence or resold to the Company. If the Customer fails to do so the Company may enter upon any premises owned occupied or controlled by the Customer where the Goods are situated and repossess the Goods. On the making of such request the rights of the Customer under the clause (29) shall cease.
- 35 The Customer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which are the property of the Company, if the Customer does so all sums whatever owing by the Customer to the Company shall forthwith become due and payable.
- 36 The Customer shall insure and keep insured the Goods to the Full Price against 'all risks' to the reasonable satisfaction of the Company until that date that property in the Goods passes from the Company, and shall whenever requested by the Company produce a copy of the policy of insurance. Without prejudice to the other rights of the Company, if the Customer fails to do so all sums whatever owing by the Customer shall forthwith become due and payable.

#### **ACCEPTANCE OF THE GOODS**

- 37 The Customer shall be under a duty to inspect the Goods on delivery or on collection by the Customer as the case may be. Acceptance of the Goods shall be deemed to have occurred within one working day after delivery or collection.
- 38 After acceptance the Customer shall not be entitled to reject the Goods which are not in accordance with the agreement.
39. All notifications of defects or shortages must be made in writing to the Company within four working days of delivery or collection and the Company shall be under no liability until inspection is afforded to the Company and before use or modification of the Goods is made by the Customer.
40. Subject to the provisions of this clause the Company will make good any defects or shortages as soon as it is reasonably able to do so but shall not be liable for any loss or damage arising from such defect or shortage.
41. Bespoke products shall only be accepted on the signature of the customer and 25% deposit. The Customer's deposit and signature act as a contract for the Goods and cannot be cancelled or altered. Payment in full will be required on completion of order.

#### **INSTALLATION OF THE GOODS**

- 42 The Company shall not be liable for any loss or damage (however caused) by virtue of the installation of the Goods by the Company, its agents or any other person on the instruction of the Customers.
- 43 Installation of the Goods shall at all times be at the Customer's risk and the Company shall not be liable for any errors or omissions in any specifications or drawings supplied by the Customer.

#### **CARRIERS**

- 44 The Company shall not be liable for any damage caused to any carrier engaged in loading, unloading or transporting the Goods and any carrier engaged by the

Customer shall be acting as the Customer's agent.

- 45 The Customer shall indemnify the Company against all claims and demands made against the Company by any carrier of the Customer or by any other person for all liability arising out the loading, unloading or transportation of the Goods.
46. This clause shall apply mutatis mutandis where the Company is authorised by the Customer to engage a carrier to transport the Goods.

### **FORCE MAJEURE**

- 47 The Company shall not be liable for any default due to any act of God, war, strike, lockout, industrial action, fire, flood, disease outbreak, drought, tempest or any other event beyond the reasonable control of the Company.

### **SERVICE DOCUMENTS**

- 48 Any notice required to be served pursuant to this agreement shall be in writing and served by first class post or by hand on the Company at Southend Road, Bradfield Reading, Berks. RG7 6HA or such other address as the Company may from time to time notify to the Customer and on the Customer at the Customer's registered office or principal place of business.
- 49 This contract is subject to the law of England and Wales
50. If any dispute or difference shall arise between the Company and the Customer as to the meaning of this contract or any matter or thing arising out of or connected with this contract then it shall be referred to the determination of an arbitrator to be appointed by agreement of the parties or in default of agreement within 21 days of the service upon one party of the written request to concur in such appointment by the President for the time being of the Chartered Institute of Arbitrators.

### **DEFECTS NOT APPARENT ON INSPECTION**

- 51 The complaint is sent within 6 months of the date of delivery of the Goods or in the case of Items not manufactured by McVeigh Parker & Co is given an opportunity to inspect the Goods.

### **INSOLVENCY**

- 52 If the Customer shall commit an act of bankruptcy or become insolvent or compound or make an appointment with its creditors or pass a resolution for the liquidation of the customer (other than for a voluntary winding up for the purpose of reconstruction or amalgamation) or go into liquidation or if a Receiver or Administrative Receiver or Manager is appointed of all or any part of its assets or undertaking or the Customer commits any breach of these conditions or if in the opinion of McVeigh Parker & Co the financial standing of the Customer becomes unsatisfactory McVeigh Parker & Co shall be entitled to cancel the contract in whole or in part forthwith by notice in
- 53 Writing without prejudice to any right or remedy accrued or accruing to McVeigh Parker & Co Ltd.

### **DIMENSIONS**

- 53 McVeigh Parker & Co reserve the right where imperial size is quoted to provide products in the nearest stocked metric size and vice versa.

## **PRIVACY POLICY**

McVeigh Parker & Co Limited (referred to below as "we" or "us") treats with the utmost care and respect the personal information you may supply to us on this site and recognises the importance of protecting your privacy online. This policy sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we treat it.

For the purpose of the Data Protection Act 1998 (the "Act"), the data controller is McVeigh Parker & Co Limited.

### **1. WHAT INFORMATION DO WE COLLECT ABOUT YOU?**

It is not necessary for you to provide us with any personal information in order for you to access the general information sections of our website [www.mcveighparker.com](http://www.mcveighparker.com) "our site". However, if you wish to contact us, create an account with us, or buy products from us we may collect and process the following data about you:

- Information that you provide by filling in forms on our site, request further services, request a brochure, subscribe to our mailing list or when you create an account with us.
- If you contact us, we may keep a record of that correspondence.
- Details of transactions you carry out through our site and of the fulfilment of your orders.
- Details of your visits to our site including but not limited monitoring how many times you visit, which pages you go to, traffic data, location data and other communication data and resources that you access.
- We may also ask you to complete surveys that we use for research purposes, although you do not have to respond to them.

### **2. HOW DO WE USE YOUR INFORMATION?**

We use information held about you in the following ways:

- To ensure that the content from our site is presented in the most effective manner for you and for your computer.
- To provide you with information, products or services that you request from us or which we feel may interest you, where you have consented to be contacted for such purposes.

- To carry out our obligations arising from any contracts entered into between you and us.
- To provide customer care.
- To carry out marketing and statistical analysis.
- To notify you about changes to our website and services.
- Site usage.

### 3. **WITH WHO IS THE INFORMATION SHARED?**

We may disclose your personal information to third parties:

- Any associated company who are our business partners and/or with whom we work.
- In the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets, subject to their entering into appropriate confidentiality undertakings.
- If McVeigh Parkers & Co Limited or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.
- If we are under a duty to disclose or share your personal data in order to comply with any legal obligation; or to protect the rights, property, or safety of McVeigh Parkers & Co Limited, our customers, or others. This includes but is not limited to exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

### 4. **WHERE WE WILL STORE YOUR INFORMATION**

- All information you provide to us is stored on our secure servers. Any payment transactions will be encrypted [using SSL technology]. Where we have given you (or where you have chosen) a password which enables you to access certain parts of our site, you are responsible for keeping the password confidential. We ask you not to share a password with anyone.
- Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

### 5. **LINKS**

- This site may from time to time contain links to other sites. We are not responsible for the privacy policies or the content of any such sites and we

encourage you to read these carefully. Any information you supply on such sites will not be within our control.

## 6. **IP ADDRESSES AND USE OF COOKIES**

- We may collect information about your computer, including where available your IP address, operating system and browser type, for system administration and to report aggregate information to our advertisers. This is statistical data about our users' browsing actions and patterns, and does not identify any individual.
- You may refuse to accept cookies by activating the setting on your browser which allows you to refuse the setting of cookies. However, if you select this setting you may be unable to access certain parts of our site. For further information about cookies and how to disable them please go to: [aboutcookies.org](http://aboutcookies.org).

## 7. **YOUR RIGHTS AND ACCEPTANCE OF THESE TERMS**

- You have the right to ask us not to process your personal data for marketing purposes. We will usually inform you (before collecting your data) if we intend to use your data for such purposes or if we intend to disclose your information to any third party for such purposes. You can exercise your right to prevent such processing by emailing us at **[sales@mcveighparker.co.uk](mailto:sales@mcveighparker.co.uk)**
- By using this site, you consent to the collection and use of the information we collect about you as described above. If we change our privacy policy in any way, we will post these changes on this page.
- You have a legal right to a copy of all the personal information about you held by us, subject to the payment of a small fee currently £10.00. You also have a right to correct any errors in that information by using the contact us page. As mentioned above, you have a right to prevent us using your personal information to contact you about products, services, promotions or special offers that may be of interest to you.

## 8. **CONTACT US**

- Please email any questions or comments you have about privacy to us at [sales@mcveighparker.co.uk](mailto:sales@mcveighparker.co.uk)