

Moody Decking & Services Ltd

Unit 1
Fulcrum 1
Solent Way
Whiteley
Fareham
Hants
PO15 7FE
Telephone Number – 01489 578797
Facsimile Number – 01489 575878
Email – enquiries@moodydecking.co.uk

CONDITIONS OF SALE FOR GOODS AND SERVICES (PRIVATE)

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1	DEFINITIONS
1.1	In this Conditions of Sale: "Event Outside Our Control" means as defined in clause 13.2; "Goods" means the goods that We are selling to you as set out in the Order; "Order" means your order for the Goods and/or Services; "Services" means the services that We are providing to you as set out in the Order; "Terms" means the terms and conditions set out in this document; and "We/Our/Us" means Moody Decking and Services Limited (company number: 05675209) whose registered office is at Unit 1 Fulcrum 1, Solent Way, Whiteley, Hampshire PO15 7FE.
1.2	When We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise.
2	OUR CONTRACT WITH YOU
2.1	These are the terms and conditions on which We supply Goods, or Services, or both Goods and Services, to you.
2.2	Please ensure that you read these Terms carefully, and check that the details on the Order and in these Terms are complete and accurate, before you sign and submit the Order. If you think that there is a mistake, please contact Us to discuss. We will confirm any changes in writing to avoid any confusion between you and Us.
2.3	When you sign and submit the Order to Us, this does not mean We have accepted your order for Goods and/or Services. Our acceptance of the Order will take place as described in clause 2.4. If We are unable to supply you with the Goods and/or Services, We will inform you of this and We will not process the Order.
2.4	These Terms will become binding on you and Us when We issue you with a written acceptance of an Order, at which point a contract will come into existence between you and Us.
2.5	If any of these Terms conflict with any term of the Order, the Order will take priority.
2.6	We shall assign an order number to the Order and inform you of it when We confirm the Order. Please quote the order number in all subsequent correspondence with Us relating to the Order.

CHANGES TO ORDER OR TERMS

We may revise these Terms from time to time in the following circumstances:

- 3.1.1 changes in how We accept payment from you; or
- 3.1.2 changes in relevant laws and regulatory requirements.

3.2 If We have to revise these Terms under clause 3.1, We will give you at least one month's written notice of any changes to these Terms before they take effect. You can choose to cancel the contract in accordance with clause 14.4.3.

3.3 You may make a change to the Order for Goods and/or Services at any time before We despatch the Goods or start date for the Services by contacting Us, except in the case of made-to-measure Goods. Where this means a change in the total price of the Goods and/or Services, We will notify you of the amended price in writing. You can choose to cancel the Order in accordance with clause 14 in these circumstances.

3.4 If you wish to cancel an Order before it has been fulfilled, please see your right to do so in clause 14. In the case of made-to-measure Goods, unfortunately, because We make these Goods to your specific requirements, you will not be able to cancel an Order once it is made or part manufactured.

4 MADE-TO-MEASURE GOODS

We make the Goods according to the measurements you provide Us. Please make sure your measurements are correct and accurate. Unfortunately, We cannot accept the return of made-to-measure Goods if the reason for the return is because you provided Us with incorrect measurements. However, this will not affect your legal rights as a consumer in relation to made-to-measure Goods that are faulty or not as described. Advice about your legal rights is available at your local Citizen's Advice Bureau or Trading Standards office.

5 DELIVERY OF GOODS

- 5.1 Please note that timescales for delivery and delivery charges will vary depending on the availability of the Goods and your address.
- 5.2 We will contact you with an estimated delivery date. Occasionally Our delivery to you may be affected by an Event Outside Our Control. See clause 13 for Our responsibilities when this happens.
- 5.3 If you have asked to collect the Goods from Our premises, you can collect the Goods from Us at any time during Our normal working hours published on Our website.

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5.4 Delivery of an Order shall be completed when We deliver the Goods to the address you gave Us or you collect them from Us.

5.5 If We are not able to deliver the whole of the Order at one time due to operational reasons or shortage of stock, We will deliver the Order in instalments. We will not charge you extra delivery costs for this. However, if you ask Us to deliver the Order in instalments, We may charge you extra delivery costs. Each instalment shall constitute a separate contract governed by these Terms. If We are late delivering an instalment or one instalment is faulty, that will not entitle you to cancel any other instalment.

5.6 The Goods will be your responsibility from the completion of delivery.

5.7 You own the Goods once We have received payment in full.

6 IF THE GOODS ARE FAULTY

As a consumer, you have legal rights in relation to Goods that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

7 THIRD-PARTY MANUFACTURER'S GUARANTEE OF GOODS

7.1 If You request that We use a particular material as part of the manufacturing process for the Goods then We shall have no liability in the event that the material in question proves to be defective or not fit for purpose.

7.2 In respect of materials not manufactured by the Company and sourced from a third party supplier, the Company shall endeavour to assign for the benefit of You such rights (including guarantee or warranty rights) as We have against such manufacturer.

7.3 This guarantee is in addition to your legal rights in relation to the Goods that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

8 SELLER'S WARRANTY

8.1 We warrant that on delivery the Goods shall:

8.1.1 conform in all material respects with their description;

8.1.2 be free from material defects in design, material and workmanship;

8.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and

8.1.4 be fit for any purpose held out by the Company.

9 PROVIDING SERVICES

9.1 We will supply the Services to you from the date set out in the Order or the date agreed between Us in writing until the estimated completion date set out in the Order.

9.2 We will make every effort to complete the Services on time. However, there may be delays due to an Event Outside Our Control. See clause 13 for Our responsibilities when an Event Outside Our Control happens.

9.3 We may have to suspend the Services if We have to deal with technical problems, or to make improvements agreed between you and Us in writing to the Services. We will contact you to let you know in advance where this occurs, unless the problem is urgent or an emergency. You do not have to pay for the Services while they are suspended under this clause 9.3 but this does not affect your obligation to pay for any invoices We have already sent you.

9.4 If you do not pay Us for the Services when you are supposed to as set out in clause 11.4, We may suspend the Services with immediate effect until you have paid Us the outstanding amounts (except where you dispute an invoice under clause 11.6). We will contact you to tell you this. This does not affect Our right to charge you interest under clause 11.5.

10 IF THERE IS A PROBLEM WITH THE SERVICES

10.1 In the unlikely event that there is any defect with the Services:

10.1.1 please contact Us and tell Us as soon as reasonably possible; and

10.1.2 please give Us a reasonable opportunity to repair or fix any defect;

You will not have to pay for Us to repair or fix a defect with the Services under this clause 10.1.

10.2 As a consumer, you have legal rights in relation to Services not carried out with reasonable skill and care, or if the materials We use are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

11 PRICE AND PAYMENT

11.1 The price of the Goods and/or the Services will be set out in Our price list in force at the time We confirm your Order. Our prices may change at any time, but price changes will not affect Orders that We have confirmed with you.

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- 11.2 These prices include VAT. However, if the rate of VAT changes between the date of the Order and the date of delivery or performance, We will adjust the rate of VAT that you pay, unless you have already paid for the Goods and/or Services in full before the change in the rate of VAT takes effect.
- 11.3 Where We are providing Goods to you, you must make payment for Goods in advance by credit or debit card unless otherwise agreed between us and specified on the Order.
- 11.4 Where We are providing Services to you, We will ask you to make an advance payment of 25% of the price of the Services unless otherwise agreed between us and specified on the Order. Your rights to a refund on cancellation are set out in clause 14. We will invoice you for the balance of the Services on or any time after We have performed the Services. Each invoice will quote the Order number. You must pay each invoice in cleared monies within 10 calendar days of the date of invoice or prior to the boat leaving UK waters, whichever date is the earliest.
- 11.5 If you do not make any payment due to Us by the due date for payment, We may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of the Bank of Scotland from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay Us interest together with any overdue amount.
- 11.6 However, if you dispute an invoice in good faith and contact Us to let Us know promptly after you have received an invoice that you dispute it, clause 11.5 will not apply for the period of the dispute.
- 11.7 You must pay all amounts due to Us in full without any set off, counterclaim, deduction or withholding (other than a deduction or withholding required by law).
- 12 **OUR LIABILITY TO YOU**
- 12.1 If We fail to comply with these Terms, We are responsible for loss or damage you suffer that is a foreseeable result of Our breach of the Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and Us at the time we entered into this contract.
- 12.2 We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 12.3 We do not exclude or limit in any way Our liability for:
- 12.3.1 death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
- 12.3.2 fraud or fraudulent misrepresentation;
- 12.3.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 and by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- 12.3.4 breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); and
- 12.3.5 defective products under the Consumer Protection Act 1987.
- 13 **EVENTS OUTSIDE OUR CONTROL**
- 13.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.
- 13.2 An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.
- 13.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:
- 13.3.1 We will contact you as soon as reasonably possible to notify you; and
- 13.3.2 Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our delivery of Goods to you, We will arrange a new delivery date with you after the Event Outside Our Control is over. Where the Event Outside Our Control affects Our performance of Services to you, We will restart the Services as soon as reasonably possible after the Event Outside Our Control is over.

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- 13.4 You may cancel the contract if an Event Outside Our Control takes place and you no longer wish Us to provide the Goods and/or Services. Please see your cancellation rights under clause 14. We will only cancel the contract if the Event Outside Our Control continues for longer than 8 weeks in accordance with Our cancellation rights in clause 14.
- 14 **YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND**
- 14.1 Before We begin to provide the Services or the Goods are delivered, you have the following rights to cancel an Order for Goods (other than made-to-measure Goods) and/or Services, including where you choose to cancel because We are affected by an Event Outside Our Control or We change these Terms under clause 3.1 to your material disadvantage:
- 14.1.1 You may cancel any Order for Goods and/or Services at any time before We despatch the Goods or the start date for the Services by contacting Us. We will confirm your cancellation in writing to you.
- 14.1.2 If you cancel an Order under clause 14.1.1 and you have made any payment in advance for Services that have not been provided to you, or Goods that have not been delivered to you, We will refund these amounts to you.
- 14.1.3 However, if you cancel an Order for Services under clause 14.1.1 and We have already started work on your Order by that time, you will pay Us any costs We reasonably incurred in starting to fulfil the Order, and this charge will be deducted from any refund that is due to you or, if no refund is due to you, invoiced to you. We will tell you what these costs are when you contact Us. However, where you have cancelled an Order because of Our failure to comply with these Terms (except where We have been affected by an Event Outside Our Control), you do not have to make any payment to Us.
- 14.1.4 Unfortunately, if you cancel an Order for Goods under clause 14.1.1 and We have already despatched your Goods to you, We will not be able to cancel your Order until it is delivered or collected. In this case, if you return the Goods to Us, We will have to charge you the cost of collection or you will have to pay the cost of returning the Goods back to Us. This will not affect your refund for the Goods, but any charge for collection will be deducted from the refund that is due to you.
- 14.2 Unfortunately, as the made-to-measure Goods are made to your requirements, you will not be able to cancel your Order once made (but this will not affect your legal rights as a consumer in relation to made-to-measure Goods that are faulty or not as described).
- 14.3 Once We have begun to provide the Services to you, you may cancel the contract for the Services at any time by providing Us with at least 30 calendar days' notice in writing. Any advance payment you have made for Services that have not been provided will be refunded to you.
- 14.4 Once We have begun to provide the Services to you, you may cancel the contract for Services with immediate effect by giving Us written notice if:
- 14.4.1 We break this contract in any material way and We do not correct or fix the situation within 14 days of you asking Us to in writing;
- 14.4.2 We go into liquidation or a receiver or an administrator is appointed over Our assets;
- 14.4.3 We change these Terms under clause 3.1 to your material disadvantage;
- 14.4.4 We are affected by an Event Outside Our Control.
- 15 **OUR RIGHTS TO CANCEL AND APPLICABLE REFUND**
- 15.1 If We have to cancel an Order for Goods (including made-to-measure Goods) and/or Services before the Services start or the Goods are delivered:
- 15.1.1 We may have to cancel an Order before the start date for the Services or before the Goods are delivered, due to an Event Outside Our Control or the unavailability of stock or (in the case of Services) key personnel or key materials without which We cannot provide the Services. We will promptly contact you if this happens.
- 15.1.2 If We have to cancel an Order under clause 15.1.1 and you have made any payment in advance for Services that have not been provided to you, or Goods that have not been delivered to you, We will refund these amounts to you.
- 15.1.3 Where We have already started work on your Order for Services or made-

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to-measure Goods by the time We have to cancel under clause 15.1.1, We will not charge you anything and you will not have to make any payment to Us.

15.2 Once We have begun to provide the Services to you, We may cancel the contract for the Services at any time by providing you with at least 30 calendar days' notice in writing. If you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you.

15.3 We may cancel the contract for Services at any time with immediate effect by giving you written notice if:

15.3.1 you do not pay Us when you are supposed to as set out in clause 11.4. This does not affect Our right to charge you interest under clause 11.5; or

15.3.2 you break the contract in any other material way and you do not correct or fix the situation within 14 days of Us asking you to in writing.

16 INFORMATION ABOUT US AND HOW TO CONTACT US

16.1 We are a company registered in England and Wales. Our company registration number is 05675209 and Our registered office is at Unit 1 Fulcrum 1, Solent Way, Whiteley, Hampshire PO15 7FE. Our registered VAT number is 878 9641 47.

16.2 If you have any questions or if you have any complaints, please contact Us. You can contact Us by telephoning Our customer service team at 01489 578797 or by e-mailing Us at enquiries@moodydecking.co.uk

16.3 If you wish to contact Us in writing, or if any clause in these Terms requires you to give Us notice in writing (for example, to cancel the contract), you can send this to Us by e-mail, by hand, or by pre-paid post to Moody Decking Limited at Unit 1 Fulcrum 1, Solent Way, Whiteley, Hampshire PO15 7FE. We will confirm receipt of this by contacting you in writing. If We have to contact you or give you notice in writing, We will do so by e-mail, by hand, or by pre-paid post to the address you provide to Us in the Order.

17 HOW WE MAY USE YOUR PERSONAL INFORMATION

17.1 We will use the personal information you provide to Us to:

17.1.1 provide the Goods and/or Services;

17.1.2 process your payment for such Goods and/or Services; and

17.1.3 inform you about similar products or services that We provide, but you may stop receiving these at any time by contacting Us.

17.2 We will not give your personal data to any third party.

18 OTHER IMPORTANT TERMS

18.1 We may transfer Our rights and obligations under these Terms to another organisation, and We will always notify you in writing if this happens, but this will not affect your rights or Our obligations under these Terms.

18.2 This contract is between you and Us. No other person shall have any rights to enforce any of its terms.

18.3 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

18.4 If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.

18.5 These Terms are governed by English law. You and We both agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.