

## Company Details

Company Name	
Business Type	<input type="checkbox"/> Limited Company <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Sole Trader / Partnership
Co Reg No.	
VAT Reg No.	

## Accounts Details (Invoicing & Statements)

Address	
Postcode	
Telephone 1	
Telephone 2	
Fax	
Email	
Contact Name(s)	

## Purchasing

Telephone	
Email	
Contact Name(s)	

## Delivery Details

Address	
Postcode	
Telephone	
Fax	
Email	
Contact Name(s)	

# TERMS AND CONDITIONS

## 1. Property

- i) All goods supplied within the contract remain the property of F. K. Moore & Son Limited until full payment is received, so as to satisfy the contract completely. This includes such sums as work, labour, goods returned handling fees, carriage charges, account handling fees, taxes and other costs and charges appropriate to the contract and its' management.
- ii) The goods shall be marked and stored clearly so as to show that they are the property of F. K. Moore & Son Limited, until such a time as the property in goods has passed to the purchaser.

## 2. Risk

- i) All risk is borne by the purchaser from the point of delivery.
- ii) The purchaser must insure the goods from the point of delivery until such a time as the property in goods has passed to the purchaser.

## 3. Recovery of Possession

- i) In the event that the purchaser defaults on any clause or sub clause within the contract, or goes into administration, receivership, liquidation, bankruptcy, or is subject to a winding up order, F. K. Moore & Son Limited shall be entitled (upon giving notice) to enter the purchaser's premises, or the premises of any persons holding the goods for the purchaser, to repossess goods.
- ii) The purchaser shall do everything possible to facilitate entry and repossession to any premises where the goods are held.
- iii) Repossession shall not affect the rights of F. K. Moore & Son Limited to recover sums outstanding under the contract, including subsequent recovery costs and charges, allowance for depreciation on the value of repossessed goods, and any other costs incurred.

## 4. Responsibility

- i) The purchaser is responsible for taking all steps necessary to recover sums outstanding in regard to any resale or other disposition of goods by the purchaser before such a time as the property in goods has passed to the purchaser.
- ii) The purchaser will, on the instruction of F. K. Moore & Son Limited, be responsible for the committal of proceedings to recover sums owed from any resale or other transferral of property of F. K. Moore & Son Limited.
- iii) F. K. Moore & Son Limited shall receive, upon request, full details in writing from the purchaser any resale or other disposition of goods by the purchaser until such a time as the property in goods has passed to the purchaser.

## 5. Price

- i) All estimates are based on prices and costs at the date thereof.
- ii) The price of any contract is not reflective of any future contract.
- iii) F. K. Moore & Son Limited reserve the right to charge all increases in cost of material, insurance, carriage and labour occurring before the date of completion of order.
- iv) All rights to correct any errors or omissions are reserved by F. K. Moore & Son Limited.
- v) F. K. Moore & Son Limited reserve the right to impose any expense arising from delays in execution of work or delivery of goods caused by the purchaser' instruction or lack of instruction.
- vi) Estimates are not binding until accepted by us.

## 6. Delivery

- i) F. K. Moore & Son Limited accept no liability for failure to deliver goods within a specified time.
- ii) The purchaser shall, upon delivery, ensure that all goods are as requested within the contract, accepting them for the purpose of the Sale of Goods Act 1979

## 7. Payment

- i) Payment is due in full within 30 days of the date of invoice.
- ii) In the event of any payment being in arrears, F. K. Moore & Son Ltd reserve the right to decline further deliveries until such a time as arrears are paid in full.
- iii) Where payment is not received in full within 30 days from the date of invoice, F. K. Moore & Son Limited reserve the right to charge the purchaser for any communications deemed necessary as stated within the tariff of charges.

## 8. Returns

- i) Undamaged returns will only be accepted within seven days of the date of invoice, and with prior consent in writing by F. K. Moore & Son Limited.
- ii) A goods returned handling fee of 10% of the value of returned goods will apply.
- iii) Carriage shall be arranged and paid by the purchaser.

## 9. Claims

- i) No liability is accepted by F. K. Moore & Son Limited for shortages, damage to or failed delivery of goods unless notified in writing within seven days of the date of invoice.
- ii) No liability is accepted by F. K. Moore & Son Limited in cases where goods have been used, treated, processed or compromised in any way.
- iii) Liability may only be accepted by F. K. Moore & Son Limited if it is allowed to inspect and investigate defective goods, and full and final compensation claimed does not exceed the unit price as agreed within the contract (including consequential loss) within seven days of the date of invoice.

**As a director of the applying company, I have authority to accept these Terms and Conditions of Sale and Trade.**

Name

Signature

Date