Golden Larch Group Limited –Terms and Conditions of Sale

These Terms and Conditions are the standard terms and conditions that apply to the sale of all Goods by us, Golden Larch Group Limited, which includes Golden Larch Contracting Limited, a company registered in England and Wales under number 03789649, and Golden Larch Sales Limited under number 13939117, whose registered office addresses are 3 East Wood Court, Broad Water Road, Romsey, Hampshire, United Kingdom, SO51 8JJ ("the Company/we/us/our").

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:
"Consumer" is as defined in the Consumer Rights Act 2015;
"Contract" means the contract for the purchase and sale of the Goods, as detailed in clause 2;
"Customer" means you, the consumer or business placing an Order with us;
"Goods" means the fencing supplies and any other Goods which are to be supplied by us to you as specified in your Order (and confirmed in our Order Confirmation);
"Order" means your order for the Goods;
"Order Confirmation" means our acceptance and confirmation of your Order as described in clause 2;
"Quotation" means the written quotation specifying the Goods and the quantities to be purchased; and
"Website" means https://www.goldenlarch.co.uk/.

1.2 Each reference in these Terms and Conditions to "writing" and "written" includes electronic communications such as e-mail.

2. The Contract

2.1 These Terms and Conditions govern the sale of all Goods by us and will form the basis of the Contract between you and us.

2.2 If you wish to place an Order with us, you may do by contacting us using the details found on our Website in order to submit an enquiry.

2.3 Our acceptance of your Order will be indicated by us sending you an Order Confirmation via email. Only once we have sent you an Order Confirmation will there be a legally binding Contract between you and us.

2.4 If, for any reason, we do not accept or cannot fulfil your Order, no payment will be taken under normal circumstances. If we have taken payment, any such sums will be refunded to you as soon as possible (and in any event, within 14 days).

2.5 Once your Order has been accepted as detailed in clause 2.3, we cannot accept any changes to it unless otherwise agreed by us.

3. Orders and Specifications

3.1 The quantity, quality and description of and any specification for the Goods will be as set out in our Quotation.

3.2 If the Goods are not in stock or are only partially in stock when the Contract is formed, we will contact you to advise of this and to ask if you would prefer us to deliver the Goods in instalments as they arrive in stock or if you would prefer to wait for the entire delivery when we have all the Goods in stock. Please note each part-delivery may incur separate delivery costs.

3.3 We reserve the right to make any changes in the specification of the Goods that may be required to conform to any applicable safety or other legal or regulatory requirements without notice.

3.4 Any illustrations, photographs or descriptions we may provide are intended as a guide only and shall not be binding.

3.5 It is your responsibility to ensure that any use of the Goods by you is in compliance with all instructions and manuals issued by us, and any applicable statutory requirements.

3.6 It will be your responsibility to ensure that the Goods being supplied are suitable for the use for which they are intended. We cannot guarantee that the Goods will be fit for any such purpose and can additionally not be held responsible for any improper use of the Goods.

4. Price and Payment

4.1 The price of the Goods will be that as specified by us to you at the time of your Order, or as otherwise quoted to you. Our prices may change at any time, but these changes will not affect any Orders that we have already accepted.

4.2 If there is an obvious pricing error for the Goods, we will be under no obligation to provide the Goods to you at the incorrect (lower) price, even after we have sent you an Order Confirmation, if the price error is unmistakable and could have reasonably been recognised by you as a mispricing. Prices will be checked when we process your Order.

4.3 All prices exclude VAT, where applicable, unless otherwise indicated. If the rate of VAT changes between the date of your Order and the date of your payment, we will adjust the rate of VAT that you must pay. Changes in VAT will not affect any prices where we have already received payment in full from you.

4.4 Delivery charges are not included in the price of the Goods unless otherwise agreed. Delivery options and any related charges will be presented to you as part of the Order process. Payment for Goods and any related delivery charges must always be made at the time of Order and you will be prompted to pay during the Order process.

4.5 Payment for the goods may go through a payment gateway provider, such as PayPal. No credit or debit card information shall be provided to us and completion of the transaction will be subject to you agreeing to the payment gateway provider's terms and conditions. A separate contractual relationship will be created between you and this third party, and we cannot be held liable for any errors, actions, omissions or incorrect charges that may be made by them.

4.6 The time for payment is of the essence of the Contract. If you do not make payment to us by the due date, then without prejudice to any other rights or remedies available to us, we will have the right to cancel any order(s) in progress, suspend any further deliveries to you, and charge you interest on a daily basis at an annual rate equal to the aggregate of 8% above the base rate of the Bank of England from time to time on any sum due and not paid on the due date in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. We will additionally be entitled to take legal action against you in order to recover any amounts due to us and will charge for any costs we may incur in attempting to recover any outstanding sum, such as our reasonable legal costs.

5. Credit accounts

5.1 We may, at our sole discretion, open a credit account for you. This will allow us to agree a credit limit with you to facilitate your Orders.

5.2 Any credit limit we offer to you will be subject to this clause and may be revoked by us at any time.

5.2.1.1 You agree that we may obtain, retain and provide third parties, references as to your financial standing.

5.2.1.2 The Company reserves the right to change payment terms and to offer, reject, amend and or withdraw credit facilities upon review at any time without notice and or explanation.

5.3 We may set a maximum amount of credit allowable upon each account and withdraw credit facilities without explanation.

5.4 Invoices will be sent within one week from the date of Order. Payment is due 30 days end of month following the date of invoice.

5.5 Please note that accounts with no activity for a period of one year will be closed automatically unless expressly agreed otherwise by us.

5.6 Where you have failed to pay in accordance with the agreed credit terms, the provisions of clause 4.6 shall apply.

6. Delivery

6.1 We will only deliver to mainland UK addresses, unless expressly agreed otherwise by us. If we cannot fulfil your Order, clause 2.4 will apply.

6.2 Orders being delivered by standard delivery will normally be despatched within 7 days after the date of our Order Confirmation.

6.3 Where we have agreed to timed delivery, we will use all

reasonable endeavours to ensure that the Order will arrive within the specified timeframe, however, we cannot guarantee this will be possible.

6.4 In any event, if your Order has not arrived by the estimated delivery date, please contact us as soon as possible so we can investigate.

6.5 If the Goods are not in stock when the Contract is formed, we will contact you to advise of this and to ask if you would prefer us to deliver the Goods in instalments as they arrive in stock or if you would prefer to wait for the entire delivery when we have all the Goods in stock. Please note each part-delivery may incur separate delivery costs.

6.6 All deliveries will be delivered to the address stated on the order and this will typically be kerbside delivery. We may at our discretion deliver onto your property or home, however you shall reimburse us in full respect of any loss, cost, claims, damages or expenses we may sustain whether as a result of damage to our vehicles themselves or the property of customers or third parties.

6.7 If no-one is available to accept the delivery, our courier service will leave a delivery note explaining how to rearrange delivery or where to collect the Goods. The redelivery may be chargeable, and we will reserve the right to charge our storage costs to you.

6.8 If you do not rearrange any failed delivery within 7 days, we will contact you to ask you how you wish to proceed. If we cannot contact you or arrange redelivery, we may treat the Contract as cancelled and recover any Goods you have not yet paid for. We may also charge you for any reasonable additional costs that we incur in recovering the Goods.

6.9 Delivery will be deemed to have taken place when the Goods have been delivered to the delivery address indicated in your Order and you (or someone identified by you) have taken physical possession of the Goods.

6.10 The responsibility (sometimes referred to as the "risk") for the Goods remains with us until delivery is complete, at which point it will pass to you. You will own the Goods only once we have received payment in full of all sums due (including any delivery charges).

7. Faulty, Damaged or Incorrect Goods

7.1 To return any faulty, damaged or incorrect Goods to us under this clause 7, please contact us to arrange for the return. We will be fully responsible for the costs of returning Goods under this clause 7 and will reimburse you where appropriate.

7.2 We accept no liability in respect of damage due to causes beyond our control including, but not limited to, accident, storm, flood, neglect, misuse, faults or premature deterioration which result from your failure to comply with our maintenance instructions, damage due to misuse or cosmetic damage or deterioration arising out of normal wear and tear.

7.3 Refunds under this clause 7 will be issued within 14 calendar days of the day on which we agree that you are entitled to the refund.

7.4 Any and all refunds issued under this clause 7 will include all delivery costs paid by you when the Goods were originally purchased and will be made using the same payment method that you used when ordering the Goods, unless you specifically request that we use a different method.

8. Cancelling and Returning Goods if You Change Your Mind

8.1 Excepting bespoke Goods, if you are a Consumer, you have a legal right to a 14 day "cooling-off" period within which you can cancel the Contract for any reason. This period begins once your Order is complete and we have sent you your Order Confirmation, i.e. when the Contract between you and us is formed. You may also cancel before we send the Order Confirmation.

8.2 To return Goods to us, please contact us to obtain details of our returns procedure. Please note that you must bear the costs of returning Goods to us if cancelling under this clause 8.2. We will reimburse standard delivery charges in full as part of your refund. However, we cannot reimburse for premium delivery (where applicable) unless otherwise agreed by us.

8.3 Refunds under this clause 8 will be issued to you within 14 calendar days from the day on which we receive the Goods back.

8.4 Please note that the cooling-off period does not apply to any bespoke Goods, nor any perishable or deteriorating goods such as Concrete and bagged products.

9. Cancellations by Us

9.1 We may cancel your Order at any time before we dispatch the Goods to you, if the Goods are no longer in stock and we are unable to re-stock (if, for example, the Goods are discontinued); or if an event outside of our control occurs (please see clause 11 for events outside of our control).

9.2 If we cancel your Order and you have already paid for the Goods under clause 4, the payment will be refunded to you within 14 days. If we cancel your Order, the cancellation will be confirmed by us in writing.

10. Our Liability

10.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms and Conditions or as a result of our negligence or breach of contract. Loss or damage is foreseeable if it is an obvious consequence of our breach or negligence or if it is contemplated by you and us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.

10.2 We will not be responsible for any loss associated with improper use of the Product, failure to follow manufacturer instructions or any instructions provided to you by us.

10.3 We will not, by reason of any representation, implied warranty, condition or other term, or any duty at common law or under the express terms contained in the Contract, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by our employees, sub-contractors or otherwise) in connection with the performance of our obligations under the Contract. All warranties or conditions whether express or implied by law are expressly excluded to the fullest extent permissible by law.

10.4 Nothing in these Terms and Conditions seeks to exclude or limit our liability for death or personal injury caused by our negligence (including that of our employees or sub-contractors); or for fraud or fraudulent misrepresentation.

10.5 Nothing in these Terms and Conditions seeks to exclude or limit any of your rights as a Consumer. More information can be obtained from your local Citizens' Advice Bureau or Trading Standards Office.

10.6 If you wish to complain about any aspect of your dealings with us, please contact us in writing so we can investigate.

11. Events Outside of Our Control (Force Majeure): We will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, subsidence, acts of terrorism or war, governmental action, other natural disaster, or any other event that is beyond our control.

12. How We Use Your Personal Information (Data Protection)

12.1 We may use your personal information to provide our Goods to you, to process your payment for the Goods, and/or to inform you of new Goods available from us if you have opted to receive this information. You may request that we stop sending you this information at any time. We will not pass on your personal information to any third parties without first obtaining your express permission.

12.2 All personal information that we may collect will be collected, used and held in accordance with the provisions of the Data Protection Act 2018 and your rights under that Act. For further information, please refer to our Privacy Policy, which is available on our Website.

13. Other Important Terms

13.1 We may transfer (assign) our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a

third party (if, for example, we sell our business). If this occurs you will be informed by us in writing. Your rights under these Terms and Conditions will not be affected and our obligations under these Terms will be transferred to the third party who will remain bound by them.

13.2 The Contract is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.

13.3 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that/those provision(s) will be deemed severed from the remainder of these Terms and Conditions and the remainder will be valid and enforceable.

13.4 We may change these Terms and Conditions from time to time. This may be necessary, for example, if the law changes, or if we change our business.

13.5 No failure or delay by us in exercising any of our rights under these Terms and Conditions means that we have waived that right, and no waiver by us of a breach of any provision of these Terms and Conditions means that we will waive any subsequent breach of the same or any other provision.

14. Governing Law and Jurisdiction: These Terms and Conditions and the Contract between you and us will be governed by, and construed in accordance with, the laws of England and Wales and any dispute will fall within the jurisdiction of the courts of England and Wales.