

GILMORE BUILDING SUPPLIES LIMITED TERMS AND CONDITIONS OF SALE

1. **These Terms:**
 - 1.1 **We will supply goods to you on these terms, which tell you who we are, how we provide goods and other important information. Please read them carefully, in particular clauses 15 and 16, before you order. If you think that there is a mistake in these terms, please contact us.**
 - 1.2 **Are you a business customer or a consumer?** Some rights under these terms vary depending whether you are a business or consumer. Consumers are individuals buying goods from us wholly or mainly for personal use. Provisions specific to consumers only are identified as for "consumers", and those specific to businesses are identified as for "business customers". All other terms apply to both.
 - 1.3 **Entire agreement (business customers only).** If you are a business customer these terms constitute the entire agreement between us, to the exclusion of any other terms you may seek to impose, or which are implied by trade, custom, practice or course of dealing. You confirm that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on our behalf that is not set out in these terms and that you will have no claim for innocent or negligent misrepresentation based on any statement we have made.
2. **Information About Us and How to Contact Us**
 - 2.1 **Who we are:** We are Gilmore Building Supplies Limited, a company registered in England and Wales. Our company registration number is 051706680 and our registered office is at Ashmore Lake Way, Willenhall, West Midlands, WV12 4LF. Our VAT number is 883951869.
 - 2.2 **Contact.** You can contact us by telephoning us on 01902-366620 or by writing to us at steve@gilmorebuildingsupplies.co.uk or our registered office address. If needed, we will contact you using the details you provided in your order.
 - 2.3 **"Writing" includes emails.** The words "writing" or "written" in these terms includes emails.
3. **Our Contract With You**
 - 3.1 **Order acceptance.** By placing an order with us you offer to purchase goods on these terms. Our acceptance of your order only occurs when we inform you and a contract between us is then formed. We will inform you if we do not accept your order and no charge will be made.
 - 3.2 **Quotations.** A quotation issued by us is valid for 30 days from its date but does not constitute an offer.
 - 3.3 **Sales outside the UK.** We do not accept orders from addresses outside the UK.
4. **Our Goods**
 - 4.1 **Goods may vary slightly.** Any images or descriptions of the goods that we use, or any samples provided, are illustrative only and will have no contractual force. Your goods may vary slightly from them. We purchase the goods we sell from the manufacturer so all details and specifications in our catalogues/brochures are subject to any tolerance variations imposed by the manufacturer. Packaging may also vary from that shown in our catalogues/brochures or advertising.
 - 4.2 **Quantities must be accurate.** You must give us the correct quantities of goods and/or measurements.
5. **Amending or Changing an Order**
 - 5.1 **Changes requested by you.** If you wish to change your order, please contact us. If the change is possible and we agree, we will let you know about any resulting charges and ask you to confirm whether you wish to go ahead.
 - 5.2 **Other changes to the goods.** The goods may also be altered before delivery by the manufacturer to comply with changes in laws or regulatory requirements or for technical reasons. We will inform you if any such alterations will significantly affect their use. So long as you do so promptly and before delivery, you may then notify us in writing that you are ending the contract.
6. **Delivery of the Goods**
 - 6.1 **Delivery costs.** Delivery costs will be stated on your confirmation email, or agreed between us.
 - 6.2 **Delivery by us to your premises.**
 - 6.2.1 **One-off goods orders.** We will contact you with an estimated delivery date after accepting your order. If you are a consumer, we will ensure that delivery takes place within 30 days of that acceptance.
 - 6.2.2 **Delivery by instalments (business customers only).** We will contact you with an estimated delivery date for the first instalment of goods after accepting your order, and provide an estimated delivery date for each subsequent instalment after you notify us that you are ready to receive it. Any delay in delivery or defect in an instalment will not entitle you to cancel any other instalment of the goods.
 - 6.2.3 **Taking delivery.** If no one is available to accept delivery of the goods at the agreed delivery time and location, we will leave you a note informing you of how to rearrange delivery, which may be subject to additional delivery costs.
 - 6.2.4 **Delivery dates are estimates only.** We will use reasonable endeavours to meet your preferred delivery timescales, but agreed delivery dates are estimates only. Time of delivery will not be of the essence of the contract. We will notify you as soon as practicable if we need to change a delivery date.
 - 6.3 **Collection by you.** If you are collecting the goods from our premises, we will notify you when the goods are ready. You can then collect them from 07:00 to 17:00 on weekdays (excluding public holidays).
 - 6.4 **Your failure to take delivery or collect.** If due to your failure, delivery does not occur when agreed, risk in the relevant goods will pass to you nonetheless. We may thereafter charge you for any additional costs incurred. If, despite our reasonable efforts, we are unable to re-arrange delivery within a reasonable time we may end the contract and clause 11 will apply.
 - 6.5 **Delays outside our control.** We will inform you but are not liable to you if our supply of the goods is delayed by an event outside our reasonable control. If you are a consumer and such delay is likely to be substantial, you may end the contract and receive a refund for any goods paid for but not received.
 - 6.6 **Required Information.** If when requested you do not reasonably promptly give us or give us incorrect or incomplete required so we can supply the goods, we may either end the contract (and clause 11 will apply) or make an additional charge to compensate us. We are not responsible for resulting delay or failure to supply.
 - 6.7 **Quantities (business customers only).** If we deliver the wrong quantity, please advise us. We will adjust your invoice accordingly though if the variance is 5% or more we will collect or deliver the excess or shortfall.
 - 6.8 **Inspection of the goods.** You must inspect the goods upon delivery to check that they are of the correct type and quantity, were not damaged in transit, and otherwise conform with your order.
 - 6.8.1 **Delivery by us.** You must inspect the goods immediately upon their arrival and, if there is a problem, notify us promptly. If you are a business customer you must notify us within 2 days of delivery, or if any goods have not been delivered, within 2 days of receiving our delivery note.
 - 6.8.2 **Collection by you or your carrier.** You must inspect the goods before they have left our (or the manufacturer's) premises.
 - 6.8.3 **Acceptance of the goods (business customers only).** Without prejudice to clause 13 you will be deemed to have accepted the goods unless you notify us in writing of any defect in quality, materials or workmanship, any non-compliance with the specification, or any other failure of the goods, which would be apparent upon reasonable inspection and testing of the goods within 7 days.
7. **Responsibility for the Goods and Ownership of the Goods**
 - 7.1 **Risk in the goods.** Risk in the goods will pass to you and the goods will become your responsibility from the time we complete delivery to the agreed delivery location, or the goods are collected from us.
 - 7.2 **Ownership of the goods (consumers).** Title to the goods will pass to you once we receive payment in full.
 - 7.3 **Ownership of the goods (business customers).** Title to the goods only pass to you once we receive payment in full, or you resell the goods (when title to them will pass when specified in clause 7.5).
 - 7.4 **Your use of the goods before payment (business customers).** Until title to the goods passes to you, you must (i) store the goods separately from your other goods so that they remain identifiable as our property; (ii) not remove, deface or obscure any identifying mark or packaging on or relating to the goods; (iii) keep them in satisfactory condition and insured against all risks for their full price from the date of delivery; (iv) tell us immediately if you become subject to any of the events listed in clause 11.1; and (v) give us such information relating to the goods as we may require.
- 7.5 **Resale and use (business customers).** You may resell the goods, incorporate them into other goods, or use them in the ordinary course of your business before paying us but you do so as principal and not our agent. Title to the goods will pass to you immediately before the resale, incorporation or use occurs. If you become subject to any of the events listed in clause 11.1, then, without limiting our other rights or remedies, (i) your right to resell, incorporate or use goods to which title has not yet passed ("ROT Goods") will cease immediately; (ii) we may at any time require you to deliver up all ROT Goods in your possession or control; and (iii) we may enter your or any third party's premises where the goods are stored to recover ROT Goods.
8. **Suspension of Supply**
 - 8.1 **Suspension because of changes in the goods.**
 - 8.1.1 We may suspend the supply of goods to enable the manufacturer to deal with technical problems or make minor technical changes, update or alter the goods generally to reflect changes in relevant laws and regulatory requirements, or make changes to the goods as requested by you or notified by us to you (see clause 5).
 - 8.1.2 We will inform you in advance if we are suspending supply of the goods. If the problem is an emergency, if we suspend delivery, or tell you we are going to suspend it, for more than 30 days, you may end the contract and we will refund any payment in advance for goods not yet delivered.
 - 8.2 **Suspension because of your breach.** If clause 11.1 applies, we may suspend supply of the goods until either the breach has been remedied, or the contract is terminated, and/or (in our discretion) charge interest on overdue payments in accordance with clause 14.6.
9. **Your Rights to End the Contract**
 - 9.1 **If the goods are faulty.** If what you have bought is faulty or mis-described, see clause 12.2 if you are a consumer and clause 13 if you are a business.
 - 9.2 **If there has been a change, a delay or a problem.** If you are ending a contract for any of the following reasons the contract will end immediately and we will refund you for any goods which have been paid for but not provided:
 - 9.2.1 If we have told you about an upcoming significant change to the goods which you do not agree to (see clause 5.2);
 - 9.2.2 If you are a consumer and we have told you about an error or change in the price or description of the goods and you do not wish to proceed;
 - 9.2.3 If you are a consumer and the supply of the goods has been or will be seriously delayed because of events outside our control; or
 - 9.2.4 If you have a legal right to end the contract because of something we have done wrong.
 - 9.3 **If you change your mind (consumers only).** If you are a consumer you have a legal right to change your mind within 14 days for most goods bought by email or over the phone and receive a refund but this may be subject to deductions and you will have to pay the costs of return of goods already delivered. You may not change your mind in respect of (i) goods that are by reason of anything you have done to them no longer in as new condition such that they are no longer fit for resale; (ii) goods sealed for health protection or hygiene purposes, if these were unsealed after you receive them; or (iii) goods which become mixed inseparably with other items after delivery.
 - 9.4 **Cancellation period (consumers only).** If you are a consumer you will usually have a right to change your mind until 14 days after the day you receive the goods. However, if the goods are delivered in separate instalments, you have until 14 days after the day you receive the last delivery, or if the goods are delivered regularly over a set period, you have until 14 days after the day you receive the first delivery of the goods.
10. **How to End the Contract With Us**
 - 10.1 **Notify us.** To end the contract with us, please contact us and provide your name, contact details and order details.
 - 10.2 **Goods must be returned.** If you end the contract for any reason after goods have been dispatched to you, you must return them to where you bought them, or to our registered office address. If they are not suitable for posting, please contact us to arrange collection. If you are a consumer exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.
 - 10.3 **Costs of return.** We will pay the return costs of goods that are faulty or mis-described; or if you are ending the contract because of a reason set out in clause 9.2. Otherwise you must pay the return costs.
 - 10.4 **Collection charges.** We will charge you the direct cost to us of collection and redelivery to the manufacturer or our premises if you are responsible for the costs of return.
 - 10.5 **Refunds.** We will make any refund you are entitled to by the method you used for payment.
 - 10.6 **Refund deductions.** If you are a business customer or consumer exercising your right to change their mind and you return the goods:
 - 10.6.1 You will be liable to us and compensate us for any reduction in value of the goods caused by your handling them wrongly and we may reduce any refund to reflect any such reduction.
 - 10.6.2 The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. If you choose to have the goods delivered at a higher cost, we will only refund what you would have paid for the cheaper delivery option.
 - 10.7 **Timing of refunds.** If you are a consumer exercising your right to change your mind then:
 - 10.7.1 Unless we offered to collect the goods, your refund will be made within 14 days from the day on which we receive the goods back from you or, if earlier, the day on which you provide us with evidence that you have sent the goods back to us.
 - 10.7.2 In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.
11. **Our Rights to End the Contract**
 - 11.1 **Termination for your breach.** Without limiting our other rights or remedies, we may end the contract at any time by giving you written notice if any of the following circumstances arise:
 - 11.1.1 **Consumers and business customers:** you do not pay any overdue amount within 14 days of our reminder to do so unless there is a genuine invoice dispute, see clause 14.7; or you do not, within a reasonable time of our request give us with any information we need to supply the goods; or you do not, within a reasonable time, allow delivery of the goods.
 - 11.1.2 **Business customers only:** you do anything in connection with your entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business; or you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the contract has been placed in jeopardy; or you commit any other material breach of any term of the contract and, if such a breach is remediable, fail to remedy that breach within 14 days of being notified by us to do so.
 - 11.2 **Consequences of termination.** If we end the contract under clause 11.1, you are liable for all our costs resulting from your breach. We will refund any payment made for goods not yet delivered but will deduct such costs from the payment. If such costs exceed such payment, you will pay us the difference.
 - 11.3 **Payment of other invoices (business customers only).** You must immediately pay in full all outstanding unpaid invoices and interest on termination of our contract.
 - 11.4 **Withdrawal of the goods.** If we can no longer supply the goods or are going to stop providing the goods, we will write to you and refund you any sums paid in advance for goods not provided.
12. **If There is a Problem with the Goods and Quality**
 - 12.1 If you have any questions or complaints about the goods, contact us.
 - 12.2 **Your key legal rights.** If you are a consumer, goods must be as described, fit for purpose and of satisfactory quality. You may also get an immediate refund for faulty goods within 30 days of delivery and up to 6 months from that time a refund in most cases if your goods are faulty and not able to be repaired or replaced. You may also have a claim if there are problems within 6 years of delivery.
 - 12.3 **Exceptions.** Your legal rights are subject to certain exceptions. For information visit www.adviceguide.org.uk or call 03454040506.
 - 12.4 **Rejected goods.** If you wish to exercise your legal right to reject goods you must return them to us. Please contact us to arrange the return.
13. **Quality of the Goods (Business Customers)**
 - 13.1 **Our warranty.** On delivery, and during any warranty period given by the manufacturer, the goods will conform in all material respects with their description and any relevant specification, be free from material defects, of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by us or the manufacturer.
 - 13.2 **Manufacturer's warranty and guarantee.** We make reasonable efforts to assign to you any manufacturer's warranties or guarantees, but do not otherwise give any warranties in respect of the goods.
 - 13.3 **Repair or replacement of the goods.** Subject to clause 13.4, if you:
 - (i) notify us in writing within the applicable warranty period and within a reasonable time of discovery that goods do not comply with the warranty in clause 13.1; any additional manufacturer's warranty or guarantee; and (ii) allow us and/or the manufacturer a reasonable opportunity of examining/inspecting such goods; (iii) return the goods to us or (at our option) to the manufacturer, at our cost; and (iv) the goods are defective, we will, at our option, arrange for repair, replacement or refund the price of the defective goods.
 - 13.4 **Warranty exclusions.** We are not liable for the goods' failure to comply with the warranty in clause 13.1 or any manufacturer's warranty or guarantee if:
 - 13.4.1 you use them after you think they are defective;
 - 13.4.2 you did not follow any instructions as to the storage, installation, commissioning, use or maintenance of the goods or good trade practice;
 - 13.4.3 this results from any drawing, design or specification you supplied;
 - 13.4.4 you alter or repair the goods without our written consent;
 - 13.4.5 this arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;
 - 13.4.6 you do not adhere to any terms of use or conditions attached to any manufacturer's warranty or guarantee.
 - 13.5 **Repaired or replacement goods.** These terms will apply to any repaired or replacement goods supplied by us under clause 13.3 or under any applicable manufacturer's warranty or guarantee.
14. **Price and Payment**
 - 14.1 **Price.** The price of the goods is set out on your order confirmation form and excludes VAT, which is due at the prevailing rate and packaging, insurance and transport costs which, will be invoiced to you in addition.
 - 14.2 **Changes to pricing (business customers only).** We may, by giving you notice at any time up to 30 days before delivery, increase the price of the goods to reflect any increase in the cost that is due to any:
 - 14.2.1 factor beyond our control (including, without limitation, increases in the manufacturer's pricing, increases in taxes and duties, or increases in manufacturing and production costs);
 - 14.2.2 request by you to change the delivery date(s), quantities or types of goods ordered, or their specification; or
 - 14.2.3 delay caused by your instructions or your failure to give us adequate or accurate information.
 - 14.3 **Invoicing.** We may raise our invoice for the goods at any time after accepting your order. Where we have agreed to deliver goods in instalments, we may raise separate invoices for each instalment.
 - 14.4 **Payment.** We accept payment in cash, by bank transfer, by cheque and with most major credit and debit cards. Time for payment is of the essence, so we may end the contract if you do not pay us on time (see clause 11.1). When you must pay depends on the payment terms agreed between us, but where no specific payment terms have been agreed the following terms will apply:
 - 14.4.1 **For consumers and business customers without a credit account,** you must pay for the goods in full before we dispatch them;
 - 14.4.2 **For business customers with a credit account,** you must pay for the goods in full within 30 days of the end of the month following the date of the invoice relating to the relevant goods.
 - 14.5 **Set-off (business customers only).** Business customers must pay all amounts due to us under these terms without any set-off, counterclaim, deduction or withholding (except as required by law).
 - 14.6 **Interest on late payment.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 5% a year above the base lending rate of HSBC PLC from time to time.
 - 14.7 **Invoicing errors and disputes.** If you think an invoice is wrong you must contact us within 14 days of the date of the invoice. Provided that you notify us you will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.
15. **Our Liability for Your Losses or Damage Suffered (Consumers)**
 - 15.1 **Foreseeable loss and damage.** If we fail to comply with these terms, we are responsible for any reasonably foreseeable loss or damage you suffer as a result, but not for any other loss or damage.
 - 15.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.**
 - 15.3 **We are not liable for business losses.** If you are a consumer and you use the goods for a commercial, or business purpose, our liability will be limited as set out in clause 16 in relation to that use.
16. **Our Liability for Your Losses or Damage Suffered (Business Customers)**
 - 16.1 **We do not exclude or limit in any way our liability to you if it would be unlawful.**
 - 16.2 **Save as expressly stated in clause 13.1 all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded to the fullest extent permitted in law.**
 - 16.3 **Subject only to clause 16.1:**
 - 16.3.1 We will not be liable to you at all, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, (i) for any loss of profit, revenue, damage to reputation or brand; or (ii) any indirect or consequential loss arising under or in connection with any contract between us; and
 - 16.3.2 our total liability to you for any other losses arising under or in connection with any contract between us and/or the supply of the goods will be limited to the lesser of (i) the total recoverable by us from the manufacturer; and (ii) the price of the goods paid by you.
17. **How We May Use Your Personal Information**
 - 17.1 We will only use your personal information as set out in our Privacy Policy, which is available from us on request by emailing steve@gilmorebuildingsupplies.co.uk.
18. **Other Important Terms**
 - 18.1 **Third party rights.** This contract is between you and us. No one else (except our permitted assignees) may enforce the contract.
 - 18.2 **Severability.** Each of these terms operates separately. If any term become or are found to be unlawful, invalid or unenforceable, it will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant clause or sub-clause will be deemed deleted and all remaining clauses will remain in full force and effect to the fullest extent permitted in law.
 - 18.3 **Variation.** Variations of these terms or the contract between us are only effective if in writing and signed by us.
 - 18.4 **Waiver and Delay.** Our rights will not be reduced by our delaying in insisting that you do anything you are required to do under the contract, or delaying in enforcing our rights.
 - 18.5 **Survival of Terms.** Termination of our contract with you will not affect any rights and remedies that we respectively already have. Terms that expressly or by implication are intended to come into or continue in force on or after termination will remain in full effect.