

TERMS AND CONDITIONS OF SALE TO A CONSUMER

The following terms and conditions (“the Conditions”) are the terms on which Monarch Building Contractors Ltd (“the Company”) sells products and supersedes all other terms and conditions relating to those products.

1. Price and payment

- 1.1 The price (inclusive of VAT) for the Goods (“the Price”) shall be the quoted price of the Seller and payment of the Price shall be made by the Buyer within 30 days of the date (“the Due Date”) of the invoice for the Goods.
- 1.2 If the Price is not paid by the due date interest shall accrue both before and after judgment on the unpaid portion of the Price at the rate of four per cent.

2. Goods

The description and quantity of the Goods to be sold (“the Goods”) shall be as set out in the quotation provided by the Seller to the Buyer (“the Quotation”).

3. Delivery

The Seller shall deliver the Goods to the Buyer’s address and on the date as both are shown on the Quotation. Time shall not be of the essence for delivery.

4. Ownership of the goods

The Company shall retain ownership of the Goods until they are paid for. If this occurs, the Buyer is responsible for taking reasonable care of the Goods whilst they are in their possession.

5. Cancellation

The Buyer cannot cancel the order unless the Company agrees in writing. If the order is cancelled without the Company’s agreement, the Buyer must pay any reasonable losses and costs it suffers because of the cancellation. If the Company cancels the contract, it must pay the Buyer any reasonable losses and costs suffered because of the cancellation.

6. Third party rights

Notwithstanding any other provision of this agreement, nothing herein shall confer nor is it intended to confer a benefit on any third party for the purposes of the Contract (Rights of Third Parties) Act 1999 or for any other purpose.

7. Governing law and jurisdiction

The laws of England and Wales shall govern this agreement.

Updated: 14/06/2024