

TERMS AND CONDITIONS

Application and Entire Agreement

1. These Terms and Conditions will apply to the purchase of the goods (**Goods**) and services (**Services**) detailed in our Sales Documentation by the buyer (**you** or **Customer**) from H&H Forestry Ltd, a company registered in England and Wales under number 15356115 whose registered office is at Toad Hall, Cattawade Street, Manningtree, Suffolk, CO11 1RG (**we** or **us** or **our** or **Supplier**).
2. These Terms and Conditions will be deemed to have been accepted by you when you place an Order or from the date of any delivery of the Goods (whichever happens earlier) and will constitute the entire agreement between us and you.
3. These Terms and Conditions and our Sales Documentation (together, the Contract) apply to the purchase and sale of any Goods and Services between us and you, to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
4. We supply to the trade and as such any Customers will be deemed a Trader on accepting these Terms and Conditions.
5. You can only purchase the Goods from the Website if you are eligible to enter into a Contract and are at least 18 years old and a UK resident.

Interpretation

6. A "**Business day**" means any day other than a Saturday, Sunday or bank holiday in England and Wales.
7. The headings in these Terms and Conditions are for convenience only and will not affect their interpretation.
8. Words imparting the singular number include the plural and vice-versa.
9. A "**Trader**" means a person acting for purposes relating to that person's trade, business, craft or profession, whether acting personally or through another person acting in the trader's name or on the trader's behalf.
10. "**Website**" means our website at <https://www.hhforestry.co.uk>
11. "**Sales Documentation**" means Quotation or Order documentation provided by us to you, setting out your details, the Goods and Services (if any), the Price and any other relevant terms or specifications agreed between us.
12. "**Quotation**" means the quotation provided by us to you, setting out our offer to provide the Goods and Services (if any), the Price and any other relevant terms or specifications agreed between us.
13. "**Order**" means:
 - a. placement of an Order by accepting Sales Documentation; or
 - b. placement of an Order through our websitefor the supply of Goods and Services from us.
14. "**Order Confirmation**" means the document or email received from us confirming your Order.
15. "**Custom Goods**" refer to non-stock Goods that may include specialised or custom-made products, items made to order, or volumes of goods not typically stocked by us and require us to make a specific order for your Goods.
16. "**Services**" means services provided in association with supply of Goods including but not limited to:
 - a. Delivery of Goods; or
 - b. Preparation for the Collection of Goods; or
 - c. Storage of Goods; or
 - d. Processing or alteration of Goods as agreed between us as part of the Contract.
17. A "**Non-refundable deposit**" is an amount payable to initiate an Order that is not returnable under any circumstances.
18. "**Privacy Policy**" means the terms which set out how we will deal with confidential and personal information received from you via the Website.

Photographic, Drawing, Specifications and Samples

19. All photographs, illustrations, specifications and publicity material supplied by Us are supplied for identification purposes only and while they are intended to give general idea of the goods portrayed or referred to their accuracy is not guaranteed and they shall not be taken as constituting a description of the product or any part of an offer of a Contract or representations of any kind by Us.
20. Without prejudice to the generality of the foregoing paragraphs all weights, measurements and other technical details supplied by Us in respect of any product are to be taken as approximate only.
21. Samples cannot convey the variation in grain, colour and tone which are inevitable in all timber products. Notwithstanding that any sample may be supplied no sale shall be deemed to be sale by sample unless explicitly described as such.

Goods

22. The description of the Goods is set out in our Sales Documentation, Website or other form of advertisement unless expressly changed in writing to you. Any description is for illustrative purposes only and there may be small discrepancies in the Goods supplied.
23. Placing an Order, you acknowledge that you have not relied upon any statement, promise or other representations about the Goods by us.
24. We can make any changes to the specification of the Goods which are required to conform to any applicable safety or other statutory or regulatory requirements.
25. All Goods which appear on the Website are subject to availability.

Basis of Sale

26. The description of Goods on our Quotation, Website or other advertisement does not constitute a contractual offer to sell the Goods.
27. We may reject an Order submitted on the Website for any reason, although we will try to tell you the reason without delay.
28. It is your responsibility to ensure that any information, specification and quantities are accurate on receiving Sales Documentation. We are not responsible for any inaccuracies accepted by you at the time of placing an Order.
29. Ordering through our website, it is your responsibility to ensure that any information, specification and quantities are accurate and checked on your Order Confirmation email. You must inform us immediately of any errors. We are not responsible for any inaccuracies in the Order placed by you. By placing an Order you agree to us giving you confirmation of the Contract by means of an email. You will receive the Order Confirmation within a reasonable time after making the Contract, but in any event not later than the delivery of any Goods supplied under the Contract
30. The Quotation (including any non-standard price negotiated in accordance with the clause on Price) is valid for a period of 30 days only from the date shown in it unless expressly withdrawn by us at an earlier time.

Cancellation and Alteration

31. Details of the Goods as described in the clauses (Goods) and set out in our Sales Documentation are subject to alteration without notice and are not a contractual offer to sell the Goods which is capable of acceptance.
32. Prior to placement of an Order either of us can cancel the Quotation for any reason.
33. The Customer shall not cancel any Order or part Order except with written consent from Us on terms which will indemnify Us against all loss and expenses incurred.

Price

34. The price (Price) is set out on our Sales Documentation or Website current at the date of your order or such other price as we may agree in writing.
35. The Price is inclusive of charges for packaging and collection or delivery, as selected by you.
36. The Price and charges are inclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority unless specifically stated in writing.
37. The Price does not include for any additional charges incurred under clauses Delivery and Collections.
38. You may need to pay import duties or other taxes due if we ship an order outside of England and Wales, Scotland, Northern Ireland, the Isle of Man and Channel Islands, as we will not pay them.
39. If the cost of the Goods to us increases due to any factor beyond our control including, but not limited to, material costs, labour costs, alteration of exchange rates or duties, or changes to delivery rates, we can increase the Price prior to delivery.
40. Any increase in the Price under the clause above will only take place after we have told you about it.
41. You may be entitled to discounts. Any and all discounts will be at our discretion.

Payment

42. For Website Orders, you must pay by submitting your payment details through our third party payment provider. We can take payment immediately or otherwise before delivery or collection of the Goods.
43. Other than Website Orders, we will invoice you for the Price.
44. You must pay the due invoice prior to the date delivery or collection or otherwise according to any credit terms agreed between us.
45. Your payment must have cleared in full before delivery or collection can take place.
46. We reserve the right to issue an invoice due for immediate payment following an attempted delivery or collection, if we have not issued it prior to this event.
47. We will issue an invoice due for immediate payment where in line with the Collection clauses we have notified you that your Order is ready for collection and you wrongfully do not collect.
48. If you do not pay within the period set out above, we will suspend any further deliveries to you and without limiting any of our other rights or remedies for statutory interest, charge you interest at the rate of 8% per annum above the base rate of the Bank of England from time to time on the amount outstanding until you pay in full.
49. Time for payment will be of the essence of the Contract between us and you.
50. All payments must be made in British Pounds unless otherwise agreed in writing between us.
51. Both parties must pay all amounts due under these Terms and Conditions in full without any deduction or withholding except as required by law and neither party is entitled to assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.

Non-Refundable Deposit for Custom Goods

52. Upon agreement to purchase Custom Goods from us, you agree to pay a non-refundable deposit of ten percent of the Price, unless specified otherwise in writing on the Order, to secure the production or purchase of said Custom goods.
53. This deposit is non-refundable under any circumstances, including but not limited to cancellation of the Order by you or failure to pay the remaining balance by the agreed-upon deadline.
54. The non-refundable deposit shall be applied towards the total purchase Price of the custom goods on issue of the balance invoice.
55. In the event of cancellation by you or default on payment, we reserve the right to retain the deposit as liquidated damages to compensate for time, effort, and resources expended in the customisation or ordering process.

Delivery

56. We will arrange for the delivery of Goods to the delivery address specified on your Order unless we both agree in writing that the Customer will collect the Goods from our collection premises.
57. Customers must be able to accept delivery of Goods after the maximum holding period of three business days following notification from us that the Goods are ready for delivery.
58. Subject to the specific terms of any special delivery service, delivery can take place Monday – Friday, at any time of the day between 8 am to 6pm.
59. All of our deliveries are classed as kerbside only, meaning your goods will be delivered to the nearest safe point on your property. Goods will not be delivered over fences, hedging or buildings.
60. Delivery will be deemed complete when Goods are off-loaded to one location at the agreed delivery address. Goods will not be re-sited at the customer's request.
61. We may deliver the Goods by instalments, which will be invoiced and paid for separately. Each instalment is a separate contract.
62. It is the Customer's responsibility to:
 - a. be present at all times and able to accept delivery of the Goods within the delivery window on the agreed delivery date
 - b. provide us with an accurate delivery address and adequate delivery instructions including any access codes.
 - c. provide us with accurate contact details for the delivery of Goods
 - d. inform us, in advance, of any vehicle access or operational restrictions and/or limitations that may affect delivery
 - e. ensure a suitable offloading area and if necessary secure any permits or road closure permissions as necessary.
 - f. ensure there are no over-head cables or similar obstructions that may affect the delivery and offloading of the Goods
 - g. provide the necessary labour and equipment to unload the vehicle without undue delay unless agreed in writing with us
63. We shall use their best endeavours to despatch goods to meet delivery dates, but any dates quoted for delivery are approximate only and the time of delivery is not the essence of the contract.
64. We shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event, imposed import restrictions, strikes, trade disputes or circumstances beyond our control.
65. We shall not be liable for any delay in delivery of the Goods that is caused by the failure of the Customer to adhere to their delivery responsibilities.
66. Delivery delay shall not entitle the Customer to cancel any Order or refuse to accept the delivery.
67. Where Goods are due to be delivered in instalments, failure by us in delayed delivery or defect in an instalment will not entitle the Customer to cancel any other instalment.
68. If following notification from us that the Goods are ready for delivery, the Customer does not accept our delivery date and is beyond the holding period of three business days, we may charge the Customer for storage costs and all other costs and expenses (including insurance) for each day that the Goods have to be stored beyond the holding period and ending on the actual delivery date, together with any additional amount payable by us to a third party to store the Goods elsewhere.
69. We reserve the right to refuse delivery where the driver determines the conditions are unsafe, may potentially cause damage to the vehicle or are outside the vehicle's operating limits.
70. If the Customer causes a delay in the Goods being delivered, we reserve the right to charge an increased delivery cost dependent upon the amount of time the delivery drivers are delayed at a rate of £80 excluding VAT per hour in hourly increments. 30 minutes offloading time from arrival at the delivery address is permitted without charge.
71. If the Customer causes an aborted Goods delivery, at our discretion and without prejudice to any other rights, may charge all associated costs and expenses including:
 - a. an administration fee of £50 excluding VAT
 - b. additional transportation and re-delivery charges

- c. storage costs and all other costs and expenses (including insurance) for each day that the Goods have to be stored starting with the aborted delivery date and ending on the actual delivery date, together with any additional amount payable by us to a third party to store the Goods elsewhere.
72. If 10 business days have passed since the aborted delivery date and the Customer has not scheduled a further delivery or arranged to collect the Goods, we may resell or otherwise dispose of part or all of the Goods and the Customer shall be liable to us for any storage and selling costs and any shortfall below the price of the Goods.
73. If the Customer requests a change to the delivery date and/or delivery address, they need to contact us via email to sales@hhforestry.co.uk, at least 4 business days prior to the delivery date. If the Customer asks us to change the delivery date and/or delivery address with less notice, then it is at our discretion to re-arrange delivery and may incur additional charges for the Customer, which must be paid in full prior to the delivery date.

Collection

74. The Customer with prior agreement may collect the Goods from our collection premises at H&H Forestry, Bridgelands Farm, Ingrams Green Lane, Iping, West Sussex, GU29 0LJ.
75. Collections can be arranged via email at sales@hhforestry.co.uk or phoning 01730 719595.
76. Collections can be made on request between 8:30am and 3pm Monday-Friday excluding weekends and public holidays.
77. Customers must be able to collect Goods within the holding period of three business days following notification from us that the Goods are ready for collection.
78. If the Customer fails to collect the Goods on the agreed collection date or outside the holding period, we may charge the Customer for storage costs and all other costs and expenses (including insurance) for each day that the Goods have to be stored starting with the aborted collection date and ending on the actual collection date, together with any additional amount payable by us to a third party to store the Goods elsewhere.
79. If 10 business days have passed since the aborted collection date and the Goods have not been collected, we may resell or otherwise dispose of part, or all of the Goods and the Customer shall be liable to us for any storage and selling costs and any shortfall below the price of the Goods.
80. When collecting Goods the Customer must adhere to the following:
 - a. On arrival at our collection premises, Customers must report to the reception.
 - b. Customers must wear appropriate PPE equipment including, hi-visibility clothing and safety boots throughout.
 - c. Customers must adhere to good working practices and follow all health and safety requirements as advised by our staff.
 - d. Customers are not permitted to use any of our machinery or vehicles to load Goods on site.
 - e. Customer's collection vehicles must be in good working order and fully insured.
 - f. The Customer will be responsible for any damages to our property or injuries to persons as a result of negligent driving on collection of Goods.
 - g. Customers are required to bring photographic identification and evidence of full payment when collecting the Goods.

Inspection and Acceptance of Goods

81. You must inspect the Goods on delivery or collection.
82. If you identify any damages or shortages, you must inform us in writing within 1 day of delivery, providing details.
83. Other than by agreement, we will only accept returned Goods if we are satisfied that those Goods are defective and if required, have carried out an inspection.
84. Subject to your compliance with this clause and/or our agreement, you may return the Goods and we will, as appropriate, repair, or replace, or refund the Goods or part of them.
85. We will be under no liability or further obligation in relation to the Goods if:
 - a. if you fail to provide notice as set above; and/or

- b. you make any further use of such Goods after giving notice under the clause above relating to damages and shortages; and/or
 - c. the defect arises because you did not follow our oral or written instructions about the storage, commissioning, installation, use and maintenance of the Goods; and/or
 - d. the defect arises from normal wear and tear of the Goods; and/or
 - e. the defect arises from misuse or alteration of the Goods, negligence, wilful damage or any other act by you, your employees or agents or any third parties.
86. You bear the risk and cost of returning the Goods.
87. Acceptance of the Goods will be deemed to be upon inspection of them by you and in any event within 1 day after delivery.

Risk and Title

88. The risk in the Goods will pass to you on completion of delivery or collection.
89. Title to the Goods will not pass to you until we have received payment in full (in cash or cleared funds) for: (a) the Goods and/or (b) any other goods or services that we have supplied to you in respect of which payment has become due.
90. Until title to the Goods has passed to you, you must (a) hold the Goods on a fiduciary basis as our bailee; and/or (b) store the goods separately and not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; and/or (c) keep the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery.
91. As long as the Goods have not been resold, or irreversibly incorporated into another product, and without limiting any other right or remedy we may have, we can at any time ask you to deliver up the Goods and, if you fail to do so promptly, enter any of your premises or of any third party where the Goods are stored in order to recover them.

Termination

92. We can terminate the sale of Goods under the Contract where:
- a. you commit a material breach of your obligations under these Terms and Conditions;
 - b. you are or become or, in our reasonable opinion, are about to become the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtors;
 - c. you enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with your creditors; or
 - d. you convene any meeting of your creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part thereof, any documents are filed with the court for the appointment of an administrator, notice of intention to appoint an administrator is given by you or any of your directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of your affairs or for the granting of an administration order, or any proceedings are commenced relating to your insolvency or possible insolvency.

Limitation of Liability

93. Our liability under the Contract, and in breach of statutory duty, and in tort, misrepresentation or otherwise will be limited to this section.
94. Subject to the clauses above on **Inspection and Acceptance** and **Risk and Title**, all warranties, conditions or other terms implied by statute or common law (save for those implied by Section 12 of the Sale of Goods Act 1979) are excluded to the fullest extent permitted by law.
95. If we are unable to supply Goods or Services, we will not be liability for any costs and expenses incurred by you in obtaining replacement goods or services.
96. We will not be liable (whether caused by our employees, agents or otherwise) in connection with the Goods, for:

- a. any indirect, special or consequential loss, damage, costs, or expenses; and/or
 - b. any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third party claims; and/or
 - c. any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; and/or
 - d. any losses caused directly or indirectly by any failure or breach by you in relation to your obligations; and/or
 - e. any loss relating to the choice of the Goods and how they will meet your purpose or the use by you of the Goods supplied.
97. The exclusions of liability contained within this clause will not exclude or limit our liability for death or personal injury caused by our negligence; or for any matter for which it would be illegal for us to exclude or limit our liability; and for fraud or fraudulent misrepresentation.
98. Our total liability will not, in any circumstances, exceed the total amount of the Price payable by you.

Communications

99. All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).
100. Notices will be deemed to have been duly given:
- a. when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;
 - b. when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated;
 - c. on the fifth business day following mailing, if mailed by national ordinary mail; or
 - d. on the tenth business day following mailing, if mailed by airmail.
101. All notices under these Terms and Conditions must be addressed to the most recent address, email address or fax number notified to the other party.
102. We may contact you by using e-mail, other electronic communication methods, telephone and pre-paid post and you expressly agree to this.

Intellectual Property and Confidentiality

103. You shall not remove, alter, deface or tamper with any of the trade marks, names, numbers or other means of identification of ours used on the Goods or any accompanying documentation or packaging of the Goods, or allow anyone else to do so.
104. All content, including but not limited to text, images, graphics, videos, and other materials displayed or made available on our website, is the property of us unless otherwise stated.
105. All content on this website is protected by copyright laws and international treaties. We reserve all rights not expressly granted in and to the website and its content.
106. We reserve the right to modify or update our copyright clause at any time without prior notice. You are encouraged to review these clause periodically for changes.
107. Any portion of our website or its content may not be:
- a. used for commercial purposes without explicit permission.
 - b. altered, edited, or manipulated in any way.
 - c. redistributed or sold without permission.
108. Images may be shared on social media platforms with proper attribution by crediting the website or the original creator of the image.
109. Contact for information and permissions to use imagery should be sent to enquiries@hhforesty.co.uk

Data Protection

110. When providing the Goods to the Buyer, the Seller may gain access to and/or acquire the ability to transfer, store or process personal data of employees of the Buyer.
111. The parties agree that where such processing of personal data takes place, the Buyer shall be 'data controller' and the Seller shall be the 'data processor' as defined in the General Data Protection Regulation (**GDPR**) as may be amended, extended and/or re-enacted from time to time.
112. For the avoidance of doubt, 'Personal Data', 'Processing', 'Data Controller', 'Data Processor' and 'Data Subject' shall have the same meaning as in the GDPR.
113. The Seller shall only Process Personal Data to the extent reasonably required to enable it to provide the Goods as mentioned in these Terms and Conditions or as requested by and agreed with the Buyer, shall not retain any Personal Data longer than necessary for the Processing and refrain from Processing any Personal Data for its own or for any third party's purposes.
114. The Seller shall not disclose Personal Data to any third parties other than employees, directors, agents, subcontractors or advisors on a strict "need-to-know" basis and only under the same (or more extensive) conditions as set out in these Terms and Conditions or to the extent required by applicable legislation and/or regulations.
115. The Seller shall implement and maintain technical and organisational security measures as are required to protect Personal Data Processed by the Seller on behalf of the Buyer. Further information about the Seller's approach to data protection are specified in its Data Protection Policy, which can be found on our website. For any enquiries or complaints regarding data privacy, you can e-mail: enquiries@hhforestry.co.uk.

Circumstances Beyond the Control of Either Party

116. Neither party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

No Waiver

117. No waiver by us of any breach of these Terms and Conditions by you shall be considered as a waiver of any subsequent breach of the same or any other provision.

Severance

118. If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).

Law and Jurisdiction

119. These Terms and Conditions shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Terms and Conditions (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.