

Highland Polytunnels Terms & Conditions supply of goods only

These Terms & Conditions do not cover construction work carried out by our employees or sub contractors on our behalf please refer to Highland Polytunnels Construction terms and conditions.

All sales of goods by Highland Polytunnels, whether made via its website, by telephone, or by any other means, are subject to the Conditions listed below.

DOC REF - T&CSG-V1-11210

1 Definitions and Interpretations

1.1 In these Conditions, unless the context otherwise requires, the following words and expressions shall have the following meanings:

	the person who makes an offer to buy the Goods from Highland Polytunnels subject to these Conditions and whose
"Customer"	offer for the Goods is accepted by Highland Polytunnels and such acceptance is acknowledged to the Customer (the " Order confirmation ");
"Quotation"	document sent to the customer stating Highland Polytunnels offer of goods & services
"Contract"	the contract for the purchase and sale of the Goods;
"Export Goods"	Goods which are ordered for delivery outside the UK, which must be separately negotiated and agreed between the parties;
"Goods"	the goods ordered by the Customer from Highland Polytunnels ;
"Order"	the order placed by the Customer with Highland Polytunnels for the Goods either on the order page headed "Checkout", or by completing the order form, or by telephone, or by order confirmation.
Highland Polytunnels	Highland Polytunnels, Unit 8B2 Balmakeith Business Park, Nairn, IV15QR
"Writing"	includes e-mail.

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

2 General

2.1 Highland Polytunnels shall sell and the Customer shall purchase the Goods in accordance with these Conditions and any extra conditions or terms stated on the Highland Polytunnels website or in its catalogue.

2.2 All Contracts made by the Company and any additions or amendments thereto shall be subject to these Conditions which shall supersede and shall be taken to override any terms or conditions proposed or stipulated by the Customer.

2.3 Highland Polytunnels reserves the right to alter these Conditions from time to time and the alterations will apply to any orders received after that time.

2.4 Highland Polytunnels employees or agents are not authorised to make any representations concerning the Goods unless confirmed by Highland Polytunnels in Writing. In entering into the Contract the Customer acknowledges that it does not rely on any such representations which are not so confirmed.

3 Ordering

3.1 No Order submitted by the Customer shall be deemed to be accepted by Highland Polytunnels unless and until confirmed by the Highland Polytunnels Order Confirmation.

3.2 The Customer shall be responsible to Highland Polytunnels for ensuring the accuracy of the terms of the Order, and for specifying in the Order any necessary information relating to the Goods to enable Highland Polytunnels to perform the Contract.

3.3 The quantity and description of the Goods to be provided by Highland Polytunnels to the Customer under the Contract shall be those

set out in the Highland Polytunnels Order Confirmation.

3.4 Subject to clause 4.7,8 or 11 no Order which has been accepted by Highland Polytunnels may be cancelled by the Customer

except with the agreement in Writing of Highland Polytunnels and on terms that the Customer shall indemnify Highland Polytunnels in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by Highland Polytunnels as a result of cancellation.

4 Price and Payment

4.1 The price of the Goods shall be the price listed on the Highland Polytunnels website at the date of the Highland Polytunnels order confirmation or on an official Highland Polytunnels quotation (the "**Price**").

Separate prices may apply in relation to Export Goods. Website Prices include VAT but do not include delivery.

4.2 Highland Polytunnels reserves the right, by giving notice in Writing to the Customer at any time before delivery, to increase the Price of the Goods to reflect any increase in the cost to Highland Polytunnels which is due to any factor beyond the control of Highland Polytunnels (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates or quantities which is requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give Highland Polytunnels adequate information or instructions.

4.3 Payment can be made by -

Payment with order - Send your cheque made payable to Highland Polytunnels with your order by post or, if required, we can send a pro-forma invoice.

Credit Card/Debit Card - All major credit/debit cards accepted. Quote your card number and expiry date when writing out your order or ordering by phone. We reserve the right to charge a handling fee of up to 2% when paying by credit card.

Apply for a credit account. A completed form (available on request) should be returned together with signed conditions of sale. Subject to the acceptance of the account application, our terms are Nett 30 days.

On Delivery - (Commercial structures only) Payment on delivery will be accepted by prior arrangement only.

Or payment with credit or debit card Via our website or by phone.

Highland Polytunnels will take all reasonable precautions to keep the details of your order and payment secure, but, unless we are negligent, we cannot be held liable for any losses caused as a result of unauthorised access to information provided by you.

4.4 Website Payment of the Price together with the delivery charges (as specified on the website but updated from time to time) will be debited from the Customer's account after the Highland Polytunnels confirmation has been notified to the Customer but before the Goods are delivered.

4.5 Where Highland Polytunnels invoices the Customer payment of the invoice is due within 30 days and late payment attracts interest at the rate of 12% per annum calculated on a daily basis. Customers whose accounts remain unpaid will have their credit facilities suspended and no further goods will be supplied.

4.6 Any discount which is offered subject to payment by a specific date may be withdrawn if payment is not made by that date.

4.7 While Highland Polytunnels tries to ensure that all prices are accurate, errors may occur. If Highland Polytunnels discovers an error in the price of Goods you have ordered we will inform you as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it.

4.8 If the Customer's card issuer fails to make any payment of the Price or any delivery charge on behalf of the Customer then, without prejudice to any other right or remedy available to Highland Polytunnels, Highland Polytunnels shall be entitled to cancel the contract or suspend any further deliveries.

4.9 Any customer who fails to pay for goods supplied within an agreed period will be liable for all costs incurred by Highland Polytunnels, including collection costs, legal costs, interest on the goods supplied, and agent's fees.

5 Indemnity

5.1 If any claim is made against Highland Polytunnels that the manufacture or sale of the Goods infringes the intellectual property rights of any other person, the Customer shall, except to the extent that the claim is due to the default of Highland Polytunnels, indemnify Highland Polytunnels against all damages, costs or expenses incurred by Highland Polytunnels in or about the defence or settlement of the claim.

6 Delivery

6.1 Delivery charges and estimated timescales are specified on NP Structures' website. Made to measure items may require additional manufacturing processes and a specific delivery period will be quoted in this instance.

6.2 Any time or date for the despatch or delivery of Goods shall be taken as an estimate made by Highland Polytunnels in good faith but shall not be of the essence of the Contract. Highland Polytunnels shall not be liable for any loss caused to the Customer in consequence of failure to deliver by the estimated delivery date/time or such other date/time as may be subsequently agreed.

6.3 Unless the parties otherwise agree to the contrary in Writing, delivery of the Goods shall be made by Highland Polytunnels delivering the Goods to the Customer at such premises as specified by the Customer in its Order or such other premises that the Customer and Highland Polytunnels have agreed in Writing.

6.4 Highland Polytunnels will not deliver Goods to premises outside of the UK. Any request for such delivery must be specifically negotiated and agreed in Writing.

6.5 Reasonable access for heavy goods vehicle must be available for unloading of the goods. If special arrangements have to be made due to inadequate access Highland Polytunnels must be informed in advance and reserve the right to charge the customer additional carriage costs.

6.6 If the Customer fails to take delivery of the Goods or fails to give Highland Polytunnels adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Customer's reasonable control or by reason of Highland Polytunnels fault) then, without prejudice to any other right or remedy available to Highland Polytunnels, Highland Polytunnels may:

6.6.1 store the Goods until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage; or

6.6.2 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) charge the Customer for any shortfall below the Price under the Contract.

6.6.3 If the delivery date is changed by the Client less than 7 days before any previously agreed date, Highland Polytunnels withhold the right to charge a weekly standing fee and cannot guarantee the availability of any requested new delivery date.

6.7 Any consignment found to be damaged on arrival must be signed for as damaged on the carrier's delivery note or else no claims will be accepted. It is the responsibility of the customer to check all materials against the delivery note at the time of delivery. Any shortages or damaged goods must be reported

within 24 hours of delivery. Shortages or replacements for damaged goods will be despatched by our standard delivery method.

6.8 Although we endeavour to deliver a complete order occasionally we may have out of stock items. These will be despatched by our standard delivery method as soon as the item becomes available to Highland Polytunnels, Highland Polytunnels will not accept any liability if this delays the building of the structure.

7 Data Protection

7.1 Please refer to our Privacy Policy on our website for more information. The purpose of that policy and this clause 7 is to set out how Highland Polytunnels will use personal information that it may obtain from and about you. By registering as a user of the services provided by Highland Polytunnels and by using Highland Polytunnels' website generally you agree to the following.

7.1.1 When you register and use this site you will be asked to provide certain information such as your contact details. Highland Polytunnels will store this data and hold it on computers or otherwise. Highland Polytunnels will use this data to fulfil its agreement with you.

7.1.2 Highland Polytunnels may use the information that you provide or that is obtained by us for the following purposes.

7.1.2.1 To register you with the Highland polytunnels website and to administer the Highland Polytunnels website services.

7.1.2.2 For assessment and analysis (e.g. market, customer and product analysis) to enable Highland Polytunnels to review, develop and improve the services which we offer.

7.1.2.3 For the prevention and detection of fraud.

7.1.2.4 To administer any prize draws or competitions you enter.

7.1.3 We may give information about you, under conditions of confidentiality, to the following, who may use it for the same purposes as set out above:

7.1.3.1 to other companies in our group;

7.1.3.2 to employees and agents of Highland Polytunnels or our group to administer or improve any accounts, products and services provided to you by Highland Polytunnels or the group now or in the future;

7.1.3.3 to other organisations for the administration of prize draws or competitions you enter, should you enter any.

7.1.4 We may also disclose your information:

7.1.4.1 to anyone to whom we transfer or may transfer our rights and duties under our agreement with you; A transferee should adhere to 7.1.2 above.

7.1.4.2 if we have a duty to do so or if the law allows us to do so.

7.1.5 In order that we can monitor and improve our website, we may gather certain information about you when you use it, including details of your domain name and IP address, operating system, browser, version and the web site that you visited prior to our site.

7.1.6 New technologies are emerging on the Internet that help us to deliver customised visitor experiences. In particular, there is a technology called "cookies" which may be used by us to provide you with customised information from our web site. A cookie is an element of data that a website can send to your browser, which may then store it on your system. Cookies allow us to understand who has seen which pages and advertisements, to determine how frequently particular pages are visited and to determine the most popular areas of the Highland Polytunnels website. Cookies also allow Highland Polytunnels to make our website more user friendly by, for example, allowing us to save your password so that you do not have to re-enter it every time you visit our website. We use cookies so that we can give you a better experience when you return to our website. Most web browsers automatically accept cookies. You do not have to accept cookies, and you should read the information that came with your browser software to see how you can set up your browser to notify you when you receive a cookie, this will give you the opportunity to decide whether to accept it.

7.1.7 Highland Polytunnels may supplement the information that you provide to us with information that we receive from third parties.

7.1. Highland Polytunnels endeavours to take all reasonable steps to protect your personal information. However, we cannot guarantee the security of any data you disclose on-line. You accept the inherent security risks of providing information and dealing on-line over the Internet and will not hold us responsible for any breach of security unless this is due to our negligence or wilful default.

7.1.9 You have the right to see personal data (as defined in the Data Protection Act) that Highland Polytunnels keeps about you, upon receipt of a written request and payment of a fee. If you are concerned that any of the information we hold on you is incorrect please contact us.

7.1.10 Please be aware that our site may link to other websites which may be accessed through the Highland Polytunnels site. We are not responsible for the data policies or procedures or the content of these linked websites.

7.1.11 In the course of undertaking the activities specified in this Privacy Policy Highland Polytunnels may transfer data outside the European Economic Area to countries which do not have data protection laws or to countries where your privacy and other fundamental rights may not be protected as extensively as in the United Kingdom.

7.2 How can I get my name removed for the Highland Polytunnels website mailing list?

7.2.1 If you want to be removed from our mailing list, or have us delete your details from our database, please send an email to sales@highlandpolytunnels.co.uk Please note that it may take up to 28 days to action your request.

7.3 Contact Us

7.3.1 If you have any comments or queries in connection with our Privacy Policy or to resolve any disputes, or your need to change any of the registered details we hold about you, please contact us using the contact details available on the website.

8 Risk & Title

8.1 Risk of damage to or loss of the Goods shall pass to the Customer at the time of delivery (or upon collection by the customer or customer's agent) or, if the Customer wrongfully fails to take delivery of the Goods, the time when Highland Polytunnels has tendered delivery of the Goods.

8.2 The ownership/title of the Goods shall only pass to the Customer on cleared payment in full of all monies outstanding in favour of Highland Polytunnels.

8.3 Until such time as the property in the Goods passes to the Customer (and provided the Goods are still in existence and have not been resold), Highland Polytunnels shall be entitled at any time to require the Customer to deliver up the Goods to Highland Polytunnels and, if the Customer fails to do so forthwith, to force entry upon any premises of the Customer or any third party where the Goods are stored and repossess the goods or any goods to the value of the outstanding monies.

8.4 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of Highland Polytunnels, but if the Customer does so all monies owing by the Customer to Highland Polytunnels shall (without prejudice to any other right or remedy of Highland Polytunnels) forthwith become due and payable.

8.5 Until title to the Goods has passed to the Customer, the Customer shall:

- (a) Hold the Goods on a fiduciary basis as the Supplier's bailee;
- (b) Store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
- (c) Not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

Hide Note: Identifying the goods Note: Identifying the goods

(d) Maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;

9 Insolvency of Customer

9.1 This clause applies if at any time before the ownership of the Goods passes to the Customer pursuant to sub-clause 8.2 one or more of the following events occurs (the "Cancellation Events"):

9.1.1 the Customer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction);

9.1.2 an encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the Customer;

9.1.3 the Customer ceases, or threatens to cease, to carry on business;

9.1.4 Highland Polytunnels reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

9.2 If this clause applies then, without prejudice to any other right or remedy available to Highland Polytunnels, Highland Polytunnels shall be entitled to cancel the Contract or suspend any deliveries under the Contract without any liability to the Customer save that Highland Polytunnels shall refund to the Customer all and any payments made to it in respect of the Price prior to the Cancellation Event. If the Goods have been delivered but not paid for at the date of the Cancellation Event the Price due in respect of the delivered Goods shall become immediately due and payable notwithstanding any previous agreement or arrangements to the contrary.

9.3 Presentation of a Delivery note, Consignment note, Invoice or any other evidence of delivery of products, goods or materials, will not be deemed effective to pass title to such products, goods or materials. Title shall only pass to the buyer on payment in full of the purchase price and any other additional costs incurred by Highland Polytunnels in obtaining payment.

9.4 The buyer specifically agrees and authorises the seller to obtain access or force access to his premises in the event of non-payment of the purchase price to facilitate collection of the said products, goods and materials by the seller or his duly appointed agent.

10 Returns / Guarantees

10.1 Highland Polytunnels offers limited guarantees in relation to the products it manufactures, which vary in length depending on the product in question, and such guarantees are stated below. During the guarantee period, Highland Polytunnels warrants that the relevant Goods will be free from material defects in quality and workmanship, and that they will correspond to their specification. The guarantees do not affect your statutory rights.

10.1.1 If a Structure / polytunnel is under 18ft wide, does not conform to BS /EU standards or given structural loadings specifications, no guarantee against structural failure can be given.

Where a Structure / polytunnel is above 18ft wide with stated structural loading specifications or confirms to a BS / EU standard, We offer a 12 months replacement parts guarantee. This warranty covers the framework only. The warranty assumes that any damaged structure has been erected correctly and in accordance with our published instructions. If failure of the structure takes place, confirmation of wind speeds for that particular day will be required from the Meteorological Office. (No guarantee is offered for polythene or PVC covers)

10.1.2 Polythene / PVC is guaranteed by the manufacturer for the period stated by the manufacturer. This guarantee is only for manufacturing faults. Early degradation caused by old/damaged anti hot spot tape is not covered. All guarantees are only valid if the sheet is fitted correctly. Tunnel covers are not guaranteed against acts of violence, wilful damage, or acts of God i.e. storms or gale damage. The guarantee does not include labour costs for recovering the polytunnel. Manufacturer's terms and conditions of warranty apply. (Available on request).

10.1.3 The period of the guarantee commences from the date of delivery.

10.1.4 The guarantee stated does not cover rebuilding costs or any consequential losses,

10.1.5 No guarantee can be offered where parts are purchased individually and used on existing structures or for other purposes.

10.1.6 Whilst every care is taken to ensure our products are of the highest possible quality, the Highland Polytunnels liability shall not exceed the value of the defective item or the total invoice value.

10.2 Highland Polytunnels offers no warranties or guarantees in respect of products it sells which are manufactured by third parties, but wherever possible will pass the benefit of any warranty or guarantee it receives from the manufacturer to the Customer.

10.3 For the avoidance of doubt, Highland Polytunnels shall not be liable for any defect in the Goods arising from fair wear and tear, wilful damage, accident, negligence, acts of god or use otherwise than as recommended by Highland Polytunnels, failure to follow the manufacturer's instructions, or any alteration or repair carried out without the approval of Highland Polytunnels.

10.4 Any claim by you that the Goods are defective or fail to correspond with their description shall be notified to Highland Polytunnels in Writing within seven days of delivery or (where the defect was not apparent on reasonable inspection) within seven days of discovery of the defect: If you do not notify us of your claim within the seven days and in Writing as stated above, you shall not be entitled to reject the Goods and we shall have no liability for the defect or failure.

10.5 Upon receipt of your claim Highland Polytunnels shall arrange for inspection of the rejected Goods. HP shall either, at its option refund full Price and delivery charges, or replaces the Goods. If it is possible to repair or alter the Goods so that they do conform to their specification and warranted quality standards within a reasonable time period, then Highland Polytunnels may choose to so repair or alter them. Highland Polytunnels shall thereafter have no further liability towards the Customer.

11 Your right to cancel

11.1 If you are a consumer (as defined in The Consumer Protection (Distance Selling) Regulations 2000), you have the right to cancel the Contract at any time up to the end of seven working days after you receive the Goods. A working day is any day other than weekends and bank or other public holidays.

11.2 To exercise your right of cancellation, you must give written notice to Highland Polytunnels at the following address, giving details of the Goods ordered and (where appropriate) their delivery: Highland Polytunnels, Unit 8B2 Balmakeith Business Park. Nairn, IV125QR

11.3 If you exercise your right of cancellation after the Goods have been delivered to you, you will be responsible for returning the Goods to Highland Polytunnels at your own cost. The Goods must be returned to the address shown in Clause 11.2, be in their original packaging, be in their original condition, and you must enclose the order number with the package. You must ensure that the Goods are not damaged in the meantime or in transit.

11.4 Once you have notified us that you are cancelling the Contract, Highland Polytunnels will refund or credit you within 30 days from receipt of goods for any sum that has been paid by you or debited from your credit card for the Goods.

11.5 If you do not return the Goods as required, Highland Polytunnels may charge you a sum not exceeding the direct costs of recovering the Goods.

11.6 This Clause 11 shall not apply to Orders for Goods to be manufactured to the Customer's specifications where such Goods cannot easily be sold to other customers.

11.7 If agreement is made That Highland Polytunnels will accept materials for credit, you will be responsible for returning the Goods to Highland Polytunnels at your own cost and will incur a 20% restocking fee. No refund will be given on incorrectly ordered non-standard items.

12 Exclusion of liability

12.1 Except in respect of death or personal injury caused by Highland Polytunnels negligence, or liability for defective products under the Consumer Protection Act 1987, Highland Polytunnels shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under an express term, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods (including any delay in supplying or any failure to supply in accordance with the Contract or at all) or the use or resale of the Goods by the Customer, and the entire liability of Highland Polytunnels under or in connection with the Contract shall not exceed the price of the Goods, except as expressly provided in these Conditions. This clause shall not affect your statutory rights as a consumer.

13 Export Goods

13.1 In the case of orders for Export Goods the Customer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties on them, unless otherwise agreed in Writing.

14 Force Majeure

14.1 Highland Polytunnels shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of Highland Polytunnels' obligations in relation to the Goods, if the delay or failure was due to any cause beyond Highland Polytunnels reasonable control.

15 General

15.1 The Contract shall be governed by the laws of England and Wales and any dispute between us will be resolved exclusively in the courts of Scotland, England and Wales. English is the only language offered for the conclusion of the contract.

15.2 We do not guarantee that our website will be compatible with your PC, and we accept no liability for any corruption or loss of data held on your PC, or any liability for any other loss or damage of any kind caused to your PC resulting from use of this website.

15.3 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its email address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

15.4 No waiver by Highland Polytunnels of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

15.5 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

15.6 The Contract and the variations referred to under clause 2.1 constitutes the entire agreement and understanding of the parties and supersedes all prior oral or written agreements, understandings or arrangements. No change may be made to the Contract except in Writing signed by duly authorised representatives of both parties.

15.7 The fact that these Conditions are displayed electronically or transmitted via the Internet shall not affect their validity or enforceability.

15.8 Due to our policy of continuous improvement, Highland Polytunnels reserves the right to alter any specification or price without prior notice.