

Terms and Conditions

1. Interpretation

In these Terms and Conditions the following words and phrases shall have the following meanings:

“The Buyer” is the person, firm or company who purchases the Goods or Services from the Company;
“The Company” means AJ Davies Ltd, Reg. No. 7632367, contact telephone number +44 (0)1722 340927;
“Contract” means the Contract between the Company and the Buyer that shall be deemed to incorporate these Terms and Conditions;
“Place of Delivery” means the place to which the Goods are to be delivered or the Services performed.

2. Quotations and Prices

Price lists and other advertising literature or material used by the Company are intended only as an indication of the products and services offered. The price of the Goods shall, unless otherwise agreed, be the price set out at the time of order. The price of the Goods shall be exclusive of all costs of carriage and insurance and applicable VAT which the Buyer shall pay in addition, unless agreed in advance between the Company and the Buyer at the time of order. The Buyer shall pay such deposit as the Company shall direct. The Company reserves the right to alter prices without prior notification provided that if the Company accepts an order from you, the Buyer, the price of the Goods will be the price agreed at the time the order is placed.

3. The Contract and acceptance of these terms

The Contract shall be on these terms only, excluding any other previous terms and conditions or any presumed by the Buyer, by the Buyer placing an order with the Company for any monetary value and placing an order will deem as the Buyer's acceptance of these terms in full; any variation to these terms must be agreed and signed off by the Company at the time of order.

4. Delivery

The Place of delivery will be the selected location by the Buyer. The Company shall have the right to deliver in installments. All deliveries must be acknowledged by the signature of an authorised person, unless otherwise agreed by the Company. If ordered Goods are unable to be accepted by the Buyer at the scheduled time and place, the Company reserves the right to render additional charges incurred as a result of the delivery not being made. Any dates specified by the Company for delivery of the Goods are intended to be an estimate only. If no date is specified for delivery of the Goods, delivery shall be within a reasonable time. Any orders placed requiring delivery will incur a delivery charge subject to order status and place of delivery. Any orders selected for collection will not incur a delivery charge by the Company. Subject to the other provisions of these Terms, the Company shall not be liable for any loss, whether direct or consequential, economic or loss of profits or otherwise, arising directly or indirectly out of any delay in the delivery of the Goods. Requests by a Customer for cancellation or amendment of any order or for the rescheduling of delivery shall be in accordance with the Terms and Conditions contained herewith.

5. Risk in Ownership of the Goods

Risk in the Goods shall pass to the Buyer on delivery. Ownership in the Goods shall not pass to the Buyer until the Company has received in full cleared funds all sums due in respect of the Goods and all other sums which are or may become due to the Company from the Buyer on any account.

6. Payment

Payment shall be made in full to the Company within the payment terms agreed. Late payment of Invoices may incur additional charges at a rate of 5% over the current Company's Bank Base rate at a daily rate. Payment shall not be deemed to have taken place until the receipt by the Company of cleared funds. If the circumstances or status of the Buyer changes, for whatever reason (e.g. bankruptcy or receivership, change of name, litigation by the Company or other third parties etc.) the Company reserves the right without prejudice, to cancel or suspend trading with the Buyer, including orders in progress and to demand immediate settlement in full of all outstanding invoices. Notwithstanding any previous agreement or arrangements, Ownership of the Goods shall not pass to the Buyer until the Company has received in full cleared funds, all sums due in respect of the Goods and all other sums which are or may become due to the Company or the goods to the value of the outstanding debt, if the Goods have been sold on to a third party and the invoice for such is unpaid to the Client, then the Client will reallocate and reassign the invoice in regards to the Goods amount due from the third party back to the Company for collection of goods or payment of the invoice, either action does not indemnify the Client until either 1) the Goods are returned, 2) the debt is paid by i) the Client ii) the third party and interest will be incurred until such time passes. The Client hereby gives unconditional permission to the Company or any of its representatives to enter any of their premises to collect unpaid Goods or goods to the value of the unpaid amount against the Clients account.

7. Payment by Credit or Debit card

Payment for the Goods ordered may be made by Credit or Debit card, or by direct bank transfer. The Company will advise the Buyer at the time of placing an Order of any restrictions in the use of Credit Cards. By providing the Company with details of a Payment Card and placing the order the Buyer a) confirms and undertakes that the information contained within the Order is true and accurate and that the Buyer is duly authorised to use the Payment Card and b) authorises the Company to deduct from the Payment Card account the full price of the Goods and all other payments which may become due to us under the Terms of the Contract. If it is not possible to obtain full payment for the Goods from the Payment Card account prior to or after delivery of the Goods to you, the Company can cancel the Order or suspend any further deliveries to the Buyer. This does not affect any other Rights the Company may have. Where Goods are returned by the Buyer in accordance with the Rights set out under the provisions of Clause 9, the Company shall credit the Payment Card with the appropriate amount.

Payment Card details will not be retained by the Company electronically; unless solely due to the Company's negligence the Company cannot be held liable for any losses you may suffer as a result of fraudulent use of the Payment Card. If in any event the Payment Card is used fraudulently, the Buyer is entitled to cancel the payment and be reimbursed by the Card Issuer without being charged for the loss.

The Company will not pass the Buyer's personal information or Payment Card details on to any Third Party at any time.

8. Warranties

The Company warrants that the Goods will be of satisfactory quality and to the specification or within reason of the product ordered. If the Buyer wishes to make a claim under this warranty, the Buyer shall give written notice to the Company by registered mail within 5 working days of the discovery of the defect or within a reasonable time of discovery of the defect if 5 working days is insufficient due to circumstance and give the Company a reasonable opportunity to inspect the Goods in question. The Company shall not be liable for any breach of warranty if the Buyer makes any further use of the Goods after giving such notice or alters the Goods without the agreement of the Company. As a consumer, the Buyer has Statutory Rights regarding the return of defective Goods and claims in respect of losses caused by any negligence on the part of the Company. These Terms and Conditions do not affect your statutory rights. For further information regarding these rights contact: Trading Standards or Citizen's Advice Bureau. Except in respect of death or personal injury caused by negligence of the Company or any of the Company's employees the Company's liability under this warranty shall be limited to repairing or replacing the Goods in question or refunding the price on return of such Goods, minus any deductions deemed necessary. Subject to the obligations laid out in these Terms and Conditions and the Buyers rights under the Regulations the Company shall not be liable to you or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of our obligations in relation to the Goods if the delay or failure was due to any cause beyond our reasonable control.

9. Returns

The Buyer has a cooling off period of 14 days after the date on which the Goods are delivered to cancel the Contract and return the Goods and receive a full refund of the

Purchase price. Any cancellation during the cooling off period must be given by written notice. The Buyer must return all unwanted Goods within 5 days of the date of written notification of cancellation, unless agreed in advance with the Company. Goods must be returned in the same condition as they were delivered, in sealed un-opened containers. Goods that have been opened by the Buyer will not be accepted for return under any circumstances. The Buyer shall pay the cost of returning the Goods. If the Company receives a valid reason for the return of the Goods, then the Company may credit the Buyer for the cost of returning the Goods. Goods that are deemed to be faulty will be credited in full. Goods correctly supplied that are subsequently returned after the initial 14 day cooling off period will incur a 10% administrative fee.

10. Data Protection Disclosure

The Company will on occasion whilst the Buyer maintains an account with the Company make a search with a credit reference agency. The Company may also make enquiries about principal directors or any third party whatsoever. This information will be stored as required by the current Data Protection Act. The Buyer shall not use or deal with the Goods or our catalogues, brochures, leaflets, lists or website so as to infringe, interfere with or weaken any of our rights under or in respect of any patents, processes, proprietary information, trademarks, registered designs, logos, artwork or copyright in connection with the Goods.

11. Privacy Policy

Details of the Company's Privacy Policy can be found by [clicking here](#). The Company is committed to complying with the European Union GDPR

11. General

If any part of these Terms and Conditions is found to be void or unenforceable by any Court of jurisdiction, such part shall be severed from these Terms, which will otherwise remain in full force and effect.

No Term of the Contract is intended to confer a benefit on, or be enforceable by, any person who is not a Party to the Agreement (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise).

These Terms shall be governed by and interpreted according to English law and the Parties submit to the exclusive jurisdiction of the English Courts.

*AJDavies Ltd trading as Pigs Might Fly South
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