

Terms and Conditions

Prices

All prices quoted by HEP exclude VAT and will be quoted in pounds sterling (£). HEP reserves the right to amend prices and descriptions without prior notification.

Special & Large Orders

Special orders are for items that HEP would not normally stock and are ordered from our suppliers for customers by request. For special orders there is no guarantee of delivery times from manufacturers and distributors. Cancellation of a special or large order is entirely on manufacturers/distributors approval. If refused, then charges will be made in full to your account. For special and large orders if the customer fails to take delivery of the goods or fails to give HEP adequate delivery instructions, HEP may store the goods until actual delivery, and charge the Customer for reasonable costs (including insurance) storage or sell the goods at the best price readily obtainable and charge the customer for any shortfall.

Payment

All goods purchased must be paid for in full by the customer within 30 days of the date of HEP invoice. Under the late payment of Commercial Debts Regulations 2002, the company can exercise its statutory right to charge interest and an administration charge on all invoices overdue.

Credit

HEP may at its discretion offer the customer credit, subject to HEP being satisfied as to the customer's credit worthiness. The Customer acknowledges that HEP may carry out status enquiry checks on the customer. Credit facilities may be withdrawn at any time at HEP's discretion. The amount of credit to be given will be decided at the discretion of HEP and may be varied without prior notification. It is therefore the customer's responsibility to monitor the use of the account. HEP will not be responsible for any amount that exceeds the credit limit, as the credit limit is a tool for HEP's use only.

Delivery

Standard delivery is to suitable ground floor reception or stores areas. The customer must notify HEP in advance if there are any special delivery requirements – there will be additional charge. The company will use its reasonable resources to deliver the goods to the customer's premises by the delivery date estimated by them. The delivery date is not guaranteed nor is it of essence of the contract. In no circumstances will HEP be liable to the customer for any losses, damages or charges incurred by the customer due to the date delivery of the goods. The customer must inspect the goods immediately upon delivery and in all cases must inform HEP in writing within 24 hrs of delivery of any damaged goods. Risk of damage to or loss of the goods will pass to the customer on prior arranged collection or on delivery to the Customer's premises. To enable us to offer a competitive delivery service HEP vans are manned by the driver alone. Please ensure that suitable assistance is available to off-load heavy goods. HEP will only deliver goods to a ground level and will not carry up or down staircases for basement or upper floor deliveries. Please ensure you have adequate facilities and/or manpower. When placing an order, you must ensure you have adequate unloading facilities and that someone is on site to accept delivery. Deliveries returned due to these arrangements not being made will incur a charge at a rate of up to £50.00.

Ownership of Goods

Ownership of the goods only passes to the customer when the company has received payment in full in cash or cleared funds for those goods and any other goods supplied by HEP to the customer for which payment is then due. Until such time as ownership of the goods passes to the customer, the customer must keep the goods separated from other goods and those of any third parties. The goods must also be properly stored, protected and insured and identified as HEP's property. The company will also be entitled to require the customer to deliver the goods to HEP on failure of payment. If the customer fails to do so, the customer must permit the company, its agents or representatives to enter its premises or any premises of any third party where the goods are stored and repossess them. The customer will be liable for the cost of repossession and any costs incurred to recover the goods.

Refunds & Cancellations

No purchase order can be cancelled by the customer, except with the written agreement of a representative of HEP authorised for that purpose. Goods are not sold on a trial basis. Where goods are not faulty but the customer wishes to return them, the goods can only be returned to HEP if fully re-saleable and subject to a restocking charge. The restocking charge will be 25% of the purchase price of the goods. Goods may only be returned within 30 days of the delivery or cancellation date. The goods must be returned with the manufacturer's original packaging not damaged or defaced. The goods must be returned in their entirety including all fittings, manuals & cables and accessories.

Warranties

Where goods are covered by a manufacturer's warranty, the Customer will be responsible for contacting and returning any registration or warranty cards to the relevant manufacturer. HEP is not responsible for any acts of the manufacturing or its agents including (without limitation) any failure by the manufacturer to repair any of the goods which are the subject of the manufacturer's warranty.

Damaged & Shortages

Bathroom furniture and all other fragile items must be inspected on delivery and damages must be reported on the delivery note as HEP will not be held responsible once the driver has left the premises. HEP will not be held liable for any shortage once the delivery driver has left the delivery premises. The customer must report any shortages in a delivery by the next working day in order for HEP to investigate the matter. If findings show that the claim is genuine the manager will carry out the necessary actions.

Applicable Law

Your contract with us is made under the English Law. If a dispute cannot be resolved by agreement, you or HEP may refer it to the mediator or take it to an appropriate court in the United Kingdom.

Insolvency

In the event of the customer filing for bankruptcy or insolvency, the director/directors signing will personally guarantee the outstanding balance to HEP.

Debt recovery & late Payment

The customer acknowledges and agrees that they will be liable for all costs incurred for HEP to recover any debt or late payment on the customer's account. This includes charges for Legal advice and the cost of any notices and letters sent to recover the money and or goods.

'HEP' means HEP Supplies Ltd., registered in England under No: 05037496, VAT No. 832 7882 02

'We', and 'Us' means HEP Supplies Ltd either alone or together with you, as the context requires.

'Working day' means weekdays except weekends, and England statutory and public Holidays.

'You' and 'Customer' means the account holder or person ordering goods subject to these terms and conditions.