

1. General Terms

- 1.1. "we", "us" and "our" means Haddon Rocking Horses Limited company registration number 1007635.
- 1.2. "You" means the person (which includes a company or other business) contracting to obtain goods or services from us.
- 1.3. In this agreement, "staff" includes employees and sub-contractors.

2. The Agreement

- 2.1. These terms and conditions (including documents specifically referred to in it) are the whole of the terms and conditions governing any agreement between us, unless we both agree to any amendments in writing.
- 2.2. "this agreement" means (in reverse order of precedence):
 - 2.2.1. these terms and conditions;
 - 2.2.2. terms and conditions referred to in this agreement;
 - 2.2.3. documents explicitly referred to in the quotation;
 - 2.2.4. the quotation; and
 - 2.2.5. amendments to the agreement agreed in writing.
- 2.3. Should there be any conflict between different parts of any agreement, the item having the higher order of precedence referred to in clause 2.2 above shall prevail.
- 2.4. You confirm that you will have checked the specification(s) set out in and attached to the quotation and that they are correct.
- 2.5. We cannot be held responsible for any statements we have not confirmed in writing. If a quotation contains a statement, or explicitly refers to a document containing it, then it becomes part of the contract and we will accept responsibility for it (subject to these terms and conditions).
- 2.7. We may revise the terms of this agreement at any time by posting a copy of our revised 'Terms and Conditions for the Supply of Goods and Services' on our web site and you will be bound by these unless you object to us in writing within three normal work days of the date of any quote provided or before the delivery of any Goods or Services, whichever the sooner.

3. Quotations

- 3.1. A quotation does not amount to a contractual offer and is an indication we may be willing to supply at a particular price.
- 3.2. In any event, no quotation is valid after 30 days of its issue.
- 3.3. No price specified in a quotation or elsewhere includes VAT or other applicable taxes or duties unless specifically stated.

4. Amendments to Specifications and Cancellation

- 4.1. We may alter the specifications of goods or services from time to time so long as in our opinion the alteration does not make the goods or services any worse. If you ask us to alter the specification after the order has been placed we may consider doing so (at our discretion) but you are advised this may entail an increase to any price. A variation to the specification (including the price) (as opposed to a variation to a contractual agreement) is only valid where signed by one of our authorised staff members.
- 4.2. If, after you have placed an order, you wish to cancel it, we may consider (at our discretion) allowing you to do so but if we agree, this will be subject to you paying us any incurred cost and loss in so doing. In any event, any deposits taken by us are strictly 'non-refundable'.

5. Rights of others and Permissions

- 5.1. If we have agreed on your instructions that we are to do anything under these terms & conditions, and as a result we are in breach of any rights of anyone else (or anyone else threatens us with proceedings for breach of their rights) you agree to indemnify us against any loss we may suffer, including legal costs, in defending or resisting the proceedings or claim, or settling the proceedings or claim on legal advice. Your obligations under this clause will remain, even after the termination of any agreement, whatever the reason.

6. Intellectual Property

- 6.1. You acknowledge that material of any nature we provide you with (for example, quotations or other pre-contractual material) may contain intellectual property which is either our property or licensed to us (including copyright, trade marks, registered and unregistered designs and patents). Nothing in these terms & conditions is intended either
 - 6.1.1. as a licence for you to use such intellectual property
 - 6.1.2. or as a transfer of such intellectual property, unless explicitly stated in writing.

7. Unusual Circumstances

- 7.1. If circumstances arise which are largely beyond our control, and which make it no longer commercially sensible for us to continue your order, we may cancel it on the terms set out below:
- 7.2. If we decide to cancel it
 - 7.2.1. we shall give you notice, and we shall not be responsible for any loss to you which arises because of that decision (although any other rights which you may have arising before we made that decision will still stand); and
 - 7.2.2. you will pay us what in our opinion is a fair proportion of the price in relation to the proportion of any goods or services already provided.

8. Consequential Loss and Our Liability

- 8.1. Unless explicitly stated in the quotation in writing, we do not accept liability for consequential loss of any kind.
- 8.2. Providing we have not accepted a different level of liability [on written request, specific insurance cover may be available but at additional cost], our entire liability under any agreement shall be limited to the value of any goods or services provided under it.
- 8.3. We do not warrant or guarantee the nature or function of any goods or services provided by the Company. Any self-certification of conformance is provided in good faith but is not to be taken as representing or warranting that such statements are true.

9. Payment of Price

- 9.1. You must pay us the price on or before any given dates as may be specified in any quotation, including any VAT which may apply. (if no terms or dates are referred to, the price is payable immediately on our acceptance of the order).
- 9.2. If you fail to pay the whole or part of any sum you owe to us by the time it comes due for payment, all sums which you owe us will become due for payment immediately, and we may issue legal proceedings against you to recover them without giving you any further notice.
- 9.3. You must pay us the whole of any amount due, and may not set off or deduct anything from this amount without our written permission.
- 9.4. Any sums which remain unpaid after they became due are subject to interest at a rate of 5% over the base rate of Lloyds Bank plc from time to time, compounded monthly, both before and after judgment.
- 9.5. We may assign the benefit of any debt owed to us by you to any third party at any time.

10. Guideline Definitions of Payment Terms

- 10.1. No terms specified: payment is due in full on acceptance of the order;
- 10.2. If we may have undercharged any VAT that should have been due on any order, you agree to pay us the outstanding VAT immediately. If we may have overcharged you VAT, we then shall refund you the amount that you have overpaid.

11. Time for Performance

- 11.1. Whenever we agree to do anything by or on a particular time, we will try to do it on or at that time, but we shall not be liable for late performance
 - 11.1.1. if late performance is beyond our reasonable control; or
 - 11.1.2. unless you have given us a notice allowing us a reasonable time to perform and we have failed to do so (in any event, clause 7 above applies).

12. Assignment

- 12.1. Except as where specifically referred to in these terms & conditions, neither party to this agreement may assign the benefit or the obligations of any part without the written consent of the other.

13. Notices

- 13.1. Where any notice is required to be given under this agreement (where the word "notify" is used it means "to give notice"), it is validly given if it is in writing and sent by fax, email or prepaid first-class or airmail post to the correct fax number, email address or postal address of the relevant party as contained on any agreement or prior correspondence, or subsequently notified to the other party. Where sent by fax, the notice is deemed to have arrived immediately upon sending. If sent by email, the notice is deemed to have arrived 24 hours after it was sent (unless within those 24 hours the sender has been sent an email saying that the notice has not been delivered). If sent by post, the notice is deemed to have arrived on the third working day after the day on which it was sent (if sent to an address within the UK), or the fifth working day (if sent to an address anywhere else in the world) (unless in each case within that period it was returned as undelivered).

14. Confidentiality and Poaching

- 14.1. You may receive or obtain confidential information relating to our products, planned products and details of our marketing, support and internal structures and or similar information relating to our products. You agree that you will use any confidential information solely for the purposes of evaluating future products or services supplied by us, and that you shall not disclose it, whether directly or indirectly, to any person(s) without our prior written consent.
- 14.2. The clause above shall not prevent you from disclosing or using any information which is public.
- 14.3. We agree to be bound by the obligations contained in the above clauses 14.1 and 14.2 likewise in relation to any confidential information which you may give us.
- 14.4. You agree not to approach or engage any of our staff (with whom you may or may not have had contact) directly or indirectly while this agreement is in force or within at least twelve months after the termination of any agreement between you and us.
- 14.5. You agree that for at least the twelve month period set out above, you will not introduce or identify any of our staff to any other person(s) with a view to other person(s) engaging our staff member(s).

15. Law

- 15.1. This agreement is subject in all respects to English Law.

16. Termination on Insolvency

16.1. If, in our reasonable opinion, it appears that you will be unable to meet the payment terms we have agreed we may terminate any agreement immediately without notice, in which case we shall no longer be under any obligation to do any work for you under it, and you immediately become liable to pay us all sums which you owe us (whether or not they have become due). In addition, you will be liable to pay in full all sums due for the work we have done or committed in so doing, up to the date of termination.

16.2. For the avoidance of doubt, it shall be reasonable for us to terminate under clause 16.1 above if any of the following occurs:

16.2.1. the presentation of a bankruptcy or winding-up petition against you, or any winding-up process (other than for the purposes of reconstruction or amalgamation), or the appointment of a manager, receiver or administrator over all or any part of your assets;

16.2.2. the entry into or proposal of any form of arrangement or composition with your creditors; or

16.2.3. anything analogous to the above sub-sub-clauses in any jurisdiction.

17. Waiver

Should we fail to rely on our strict legal rights under any agreement, it shall not prevent us from relying on those rights at any time in the future.

18. Incorporation of Other Terms

18.1. Depending upon what we are requested to supply, additional terms may apply. All definitions contained in these terms & conditions will also apply to the above terms and in each case, copies of the terms will be provided on request.

19. Conformity with Description and Warranties

19.1. Where you have purchased goods or services that are sold by a specific description, we warrant that the goods conform with that description but we do not warrant that they are fit for any particular purpose.

19.2. Where it states in a quotation that we have specified the goods, we accept liability in respect of that specification only to the extent that, in the circumstance and in consideration for the information given by you at the time we accepted the order, any other reasonable professional in our position would have specified those goods significantly differently.

20. Retention of Title

20.1. Title to any goods or services does not pass until all sums owed by you to us (whether under this agreement or otherwise) are paid.

20.2. Until title to any goods passes, you agree to keep them separately from your other goods and marked to indicate that we still possess title to them.

20.3. You grant us an irrevocable licence to enter any of your premises where those goods are stored to repossess them if you are in breach of any payment terms of this agreement.

20.4. If we repossess any goods pursuant to clause 20.3 above we may make arrangements to re-sell them in any reasonable way (including public auction).

21. Delivery

21.1. The price given in a quotation is, unless written otherwise, for supply of the goods from our premises and does not include delivery.

21.2. If you collect the goods or arrange for a carrier to collect the goods on your behalf you will become responsible for the goods (whether or not you have become the legal owner under clause 20 above) as soon as they are collected.

21.3. If we have agreed in writing to deliver the goods, you will become responsible for the goods (whether or not you have become the legal owner under clause 20.1 above) as soon as we have delivered them to you. If we use a carrier to deliver them, we shall be liable for damage or shortfall up to the point of delivery to you provided that the damage or shortfall is notified to us and to the carrier (in writing) within 24hrs of the delivery AND the goods have been signed for as not examined AND you have handled them in accordance with the carrier's conditions;

21.3.2. Unless you inform us otherwise within 24hrs of receipt of the goods, you will be taken to have accepted as received in good condition all the goods contained in that consignment.

22. Warranty

22.1. This warranty is not a maintenance agreement.

22.2. This warranty only applies to goods manufactured by us.

22.3. This warranty is only between you and us and the benefit of it may not be transferred to any other person. All warranty claims must be made by you directly to us. We agree (at our discretion) to replace, repair or issue a credit note in respect of any of the goods manufactured by us or remedy any services which we supply and which are found to be defective in materials or manufacture, provided that you let us know the full details in writing within 72 hours of discovering the defect.

22.4. Unless advised in writing, this warranty lasts for Twelve months from the date of receipt or date of invoice, whichever is the soonest. Where we make replacements or repairs under this warranty, the warranty which applies to such replacements or repairs extends only to the unexpired balance of warranty at the time of such replacement or repair.

22.5. This warranty only applies where you are not in breach of this agreement and where you have only used the goods in accordance with any and all instructions supplied or implied.

22.6. This warranty only applies where the defect has not arisen because of neglect, abuse or failure to follow instructions, nor where the goods have either been repaired or tampered with by a third party not authorised by us (which includes you).

22.7. If we opt to replace defective goods or services, but an exact replacement is not readily available, we agree to make the replacement with goods or services of similar or better quality. Any faulty parts become our property on removal and any replacement parts become your property on installation.

22.8. You are responsible for ensuring that any returned goods reach us safely (at your cost) you must only return goods after having contacted us and received authorisation. We may quote you a "returns authorisation" number in which case it must be clearly displayed on the outside of any packaging.

22.9. This warranty is in addition to your statutory rights.

24. Safety and Disposal

24.1. You agree to use any goods supplied in a way that is safe as to its installation, operation and disposal.

24.2. You agree to allow the goods to be operated, installed, configured or repaired only by suitably qualified and trained people.

24.5. You agree that you will dispose of any goods at the end of their useful life in a safe and responsible way.

25. Intellectual Property and Copyright

25.1 Where we create any intellectual property at your request or pursuant to the provisions of this agreement, it is not intended to transfer the title for any intellectual property to you.