

## 1. Acceptance Of Order.

No order shall be deemed to have been accepted until the Company's acknowledgement has been received. All orders without exception are subject to these Conditions Of Sale and also subject to our Invoicing Policy which is available to download from our website at [https://www.washroomcubicles.co.uk/downloads/Invoicing\\_Policy.pdf](https://www.washroomcubicles.co.uk/downloads/Invoicing_Policy.pdf). These documents shall override any conditions on the buyers order. Modifications to these terms shall only be valid if agreed in writing and signed off by both parties.

## 2. Prices and Discounts

All prices quoted are strictly net and are exclusive of VAT where applicable. The Company does not offer nor shall be deemed to have offered any prompt payment, trade, main contractors or other discounts unless agreed by the Company in writing.

The prices quoted by the Company are based on the cost of materials, labour hours and general overheads incorporated in the goods specified by the buyer in their enquiry. Where the buyer varies in their order the dimensions, specification, tolerances or quantities of the goods specified in their original enquiry the Company reserves the right to alter prices accordingly at its sole discretion.

## 3. Payment

Payment is subject to all the terms and conditions contained in our Invoicing Policy available at [https://www.washroomcubicles.co.uk/downloads/Invoicing\\_Policy.pdf](https://www.washroomcubicles.co.uk/downloads/Invoicing_Policy.pdf) and varies according to status, type and circumstances of the purchaser. No purchaser shall have the right to offset any cost, charge or interest whatsoever. Should customer payment be received late, we shall be entitled to charge interest under the Late Payment Of Commercial Debts (interest) Act 1998 at 2 percent over the prevailing National Westminster Bank base lending rate, or higher rate as may be allowed by a Court of Law, until the payment is received.

## 4. Delivery and Property Risk

All goods shall be delivered ex works and delivery charges made, if appropriate. The goods shall be at the risk of the buyer from time of collection by or delivery to him of the goods. The Company will use its best endeavours to deliver the goods on the dates specified in its acknowledgement but any delivery period or date named by the Company for delivery of goods is given as an estimate. The Company shall not be liable for the consequences direct or indirect of any failure to deliver the goods within the delivery period or date specified or otherwise for any delay in such delivery caused by any circumstances beyond the Company's reasonable control including without limitation any act of god, explosion, fire, flood, war, hostilities accident delay in delivery or non delivery by the Company's suppliers breakdowns or accidents to machinery to machinery, labour strike or dispute or order decree of any court or action of any governmental authority or any other causes or any circumstances whatsoever beyond the Company's control. Such failure or delay shall not entitle the buyer to cancel their order so far as any goods remain to be delivered.

The Company shall have regard only to the drawings and instructions received from the buyer or their representative nominated on their behalf at the time when the order to which the contract relates is placed with the Company. Any final site dimensions and/or subsequent drawings or amendments can only be incorporated when fully agreed by the Company and the new delivery period will commence from the date of the latest agreed site information. This delivery period possibly for the whole project or in part will be calculated according to production capacity at the time of receipt of the final agreed site information/sizes and/or specification.

The buyer shall be liable for the additional cost incurred by the Company as a result of any delay or difficulty in offloading or transporting the goods to the site or delivery address. Where the goods are to be installed by the Company the buyer will at their own expense insure the provision at all times of adequate access to an uninterrupted possession of the site, a suitable structure ready to receive the goods and all necessary services and facilities to enable installation to be expeditiously and continuously carried out. Without prejudice to the generality of the foregoing, the buyer will ensure that there is a convenient parking space for service vehicles and where the goods are not being installed at ground level, suitable lift accommodation to the site level and that all flooring and carpets as necessary have been properly laid and protected on site.

## 5. Ownership

Although risk passes to the buyer upon delivery of the goods the Company retains ownership thereof until it receives payment of the invoice price in full. Until such payment the buyer must, where physically possible, keep the goods separately stored and identified and hereby grants an irrevocable right to the Company to enter the buyers premises where the goods are kept in order to repossess them following the buyers failure to make payment. Until the property in the goods has passed to the buyer it will hold the goods as bailees from the Company but with its authority (which may be revoked) to sell the goods or any part of them as its agents. Any proceeds of such sale and any right to recover such proceeds will be held by the buyer upon trust for the Company, and the buyer will keep such proceeds separate from any other monies not held on trust for it. The property in the goods or any part of them will not pass to the buyer by the reason of the goods being or becoming attached to or part of other goods. If before the property in the goods has passed to the buyer, the goods or any part of them are or become affixed to any land, the buyer shall secure a waiver of any right to the goods from the owner of any relevant interest in the land. The buyer will at all times from the time of delivery insure the goods against all risks to their full replacement value for the Company's benefit until the property in them passes to the buyer.

## 6. Tolerances and Specification

Unless otherwise agreed by the Company in writing dimensions will be considered acceptable to the buyer if they are within plus or minus 5mm of the nominal dimensions called for. Where the Company agrees to manufacture to exact sizes these will conform to the tolerances ruling under BS 4965.

Where the specified decorative laminates and core materials permit goods will comply generally with the quality specification of BS 4965. In the case of decorative laminates neither adherence to a particular shade of colour nor perfect consistency of colour or pattern, can be guaranteed by the Company. The Company does not accept responsibility for the distortion or bowing of goods due to the buyer's transport, storage, site or installation conditions. Goods are normally intended for use in a temperature climate. If goods are requested to meet extremes of temperature or humidity in situ or in transit, then the buyer should specify this so that requirements can be duly met. All responsibility for suitability of products for any particular application or environment rest solely with the purchaser.

## 7. Damage and Loss In Transit

Goods shall be examined on arrival and any damage or loss endorsed on the Company's delivery note or the carriers receipt. Written notification of such damage or loss shall be reported to the Company within three days of the arrival of the goods and time shall be of the essence of the contract.

## 8. Quality

Except as provided in clause 6 and where the Company's stated policy in its current sales literature extends the following period, if goods are found to be defective by reason of faulty materials or workmanship within a period of 3 calendar months from the date of despatch from the Company's works and provided that the Company is notified in writing of the defects and that the goods are returned or made available for inspection and the Company is satisfied as to the defects, the Company will at its option either replace the defective goods within a reasonable time or refund the buyer with the contract price.

All returned goods accepted as defective goods shall be the property of the Company.

If goods are manufactured in accordance with the component drawing or other specification provided by the buyer no warranty is given or implied that the goods are fit for their intended purpose.

Special Note – The Company will not be liable for loss, damage, direct or consequential losses as a result of any water or moisture damage whatsoever. All items are manufactured in completely dry conditions in our own factory, and do not involve the use of water or any liquid. Particular attention is drawn to circumstances in which customers cut their own apertures for the installation of washbasins and other fittings. The integrity of the material we supply is entirely dependent of the quality of the seal the customer provides and installs, over which the Company has no control, and therefore no liability whatsoever. If a customer feels that excess water may be present in their particular environment, this should be very clearly stated at enquiry stage, and discussed to ensure we can provide a suitable product from our extensive range.

## 9. Consequential Loss

In no circumstances shall the Company be liable for any loss or damage consequent upon any goods supplied being defective and the Company's liability is limited to the replacement of defective goods or the refund to the buyer of the contract price referred to in clause 7.

## 10. Interpretation

The contract including these terms and conditions shall be governed by and construed in accordance with English Law and both parties hereby agree to submit to the jurisdiction of the Courts of England and Wales.

Andrew Thorpe  
Managing Partner

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