

5 August 2021

Burnham Overy Parish Council

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For the attention of Sarah Raven via email burnhamoverypc@gmail.com

Dear Sarah

Further to your email yesterday, please find detailed below your quotation for the Hockham Magna bench, I've shown both the 2-3 and 3-4 seater sizes.

All other details as per the original letter.

Ref: BURN/HOCK/HC/8.21

	Description	£
Bench style:	The Hockham Magna	
Size 1:	1200mm (4ft) between the arms (2/3 seater)	1363.00
Size 2:	1500mm (5ft) between the arms (3/4 seater)	1464.00
Extras:	The back is approx. 290mm tall, so a 200mm diameter Queens Platinum Jubilee emblem with lettering would be:	293.00
Delivery:	From Hingham to Burnham Overy	35.00

Optional extras: Below ground fixings, long for a soft surface or 'L' shaped ones for a hard base @ £45 + VAT.

As you know, everything we make is hand made to order, and not just picked off a shelf; all that by its very nature is extremely labour intensive. We pride ourselves on our attention to detail, which all adds to the time taken. At the moment, because we are so busy (I'm pleased to say after the very quiet year we had last year) the delivery is likely to be about 5-6 months, from **date of order**. **However, as you require the bench for the Queen's Platinum Jubilee, if you like us to save you a place on our order book, then please let me know as soon as possible.** On a positive note, our bulging order books should be taken as a recommendation of the quality of our products.

The above prices are subject to VAT. They will be held valid for 90 days. I hope this information will be of use to you, if you would like to discuss the matter further then please do not hesitate to contact us again.

Yours sincerely

June

June Mitchell-Roberts (Mrs)

Standard Terms & Conditions

1 GENERAL

- (a) All orders accepted by Jonathan Bacon, trading as Harry Stebbing Workshop ("the Seller") are subject to the following conditions which shall prevail over all conditions specified by the Buyer to the extent that the latter conflict or are inconsistent with them.
- (b) The Seller will not accept any alteration or variation in the terms of this contract as to the quantity and description of the goods ordered unless notice in writing is given by the Buyers within five (5) working days of the date of confirmation of the order.
- (c) The return of goods will not be accepted until the Seller or his representative shall have had an opportunity of examining them.

2 PRICE

Quotations are based on current prices and are valid for 60 days from date of quotation after which they may be varied without notice to price ruling at time of acceptance of order. All prices when quoted are exclusive of VAT or any other applicable taxes, and all loading transport, shipment and other costs arising as a result of delivery of the Products (collectively "Associated Costs"), unless agreed otherwise in writing between the parties. The price is based on Seller's current price list (as amended from time to time). However, Seller reserves the right to increase the price to take account of any increase in costs which are outside of Seller's direct control, at any time prior to delivery of the Products. Such increase in costs may include, but shall not be limited to, an increase in the price of fuel, metals, raw materials and production costs.

3 VALUE ADDED TAX

Any Value Added Tax payable in respect of goods supplied will be borne by the Buyer.

4 PAYMENT

- (a) Payment in full is required within seven (7) days from receipt of goods. The Seller may from time to time (in writing) extend other terms to the Buyer. Such terms may be withdrawn by the Seller at any time.
- (b) Any order once placed cannot be cancelled except by mutual agreement in writing and then only on such terms which would fully indemnify the Seller.

5 DELIVERY

- (a) Where contracts provide for a delivery, goods shall be delivered and accepted as soon the Seller is able to dispatch unless specifically agreed otherwise by the Seller in writing.
- (b) All deliveries carry a minimum charge of £35 for this service to Norfolk and Suffolk, £55 to Essex, Herts, Northants & Cambs and £95 for the rest of England & Wales. For deliveries of over 300 miles and larger benches 6ft 6ins and over please contact us first for a quotation as it may have to be put on a pallet and delivered by a carrier. These charges are also subject to VAT. This is in line with HMRC mileage and fuel allowances policy. Contact the Seller for deliveries to Scotland, Northern Ireland or Europe.
- (c) While every effort will be made by the Seller to affect a delivery in accordance with any pre-arranged dates, no guarantee as to dates of delivery by the Seller is to be implied and the Seller will not accept liability for any loss or damage occasioned by the delay in delivery however caused.
- (d) Should delivery or work be required sooner than the normal time needed for its production, every effort will be made to secure freedom from defect, but reasonable allowance must be made by the Buyer in such cases.

6 CLAIMS

- (a) The Buyer shall be deemed to have accepted the goods if he retains them for more than seven (7) days without notifying the Seller in writing that he has rejected them.
- (b) The absence of any complaint or claim within the above period shall be conclusive in any proceedings that the Seller has fully discharged all its

obligations under the contract and in particular that the goods were in conformity with the contract in all respects.

- (c) English Oak is a natural material and may display various marks and characteristics such as knots, cracks, grain variation, colour variations etc. These are natural, and deemed by many, to be desirable features which demonstrates the individuality of the wood and will not affect the durability or performance of your order in any way. As each tree is unique, natural markings vary from tree to tree resulting in some timbers with no markings and others with some.
- (d) Oak is affected by heat and moisture. A hot dry environment will cause oak to shrink, whilst a damp environment will cause it to swell. Knots, cracks, drying shakes and movement are inherent characteristics of natural timber and are not considered a fault in the wood or our workmanship. As large section seasoned oak, when available, is extremely expensive, oak posts are supplied which are not fully seasoned, in order to keep costs down. This may at a later date result in surface checking which is generally quite acceptable, as it is not detrimental to either the appearance & certainly not to the posts strength.
- (e) Harry Stebbing Workshop cannot be held responsible for movement in your furniture caused by exposure to extremes of temperature, such as next to a radiator or exposed to direct sunlight or by an unnaturally dry atmosphere caused by under-floor heating. Handmade Oak furniture is unique; therefore, the colouring and grain patterns will vary from piece to piece, with no two pieces being exactly the same.

7 RESERVATION OF TITLE

- (a) Notwithstanding that the Buyer or his agents obtain possession of the goods, all or any such goods will remain the property of the Seller until such time as payment is made in full to the Seller who shall be entitled to all rights of access to the Buyer's premises to enforce its rights hereunder.
- (b) If the Buyer does not pay on the due date for payment, the Seller shall be at liberty on its own account to sell or otherwise deal with or dispose of the said goods in such manner as it may deem fit.
- (c) In the event of the Buyer reselling or otherwise disposing of the goods or any part thereof before the property therein has passed to him by virtue of Clause 7(a) hereof then the Buyer will, until payment in full to the Seller of the goods hold in trust for the Seller all his rights under such contract or re-sale or any other contract in pursuance of which the goods or any part thereof are disposed of or any contract by which property comprising the said goods or any part thereof is or is to be disposed of and any monies or other consideration received by him there under.

8 THIRD PARTY LIABILITY

The Seller shall be under no liability in respect of any damage or loss to third parties caused directly or indirectly by the goods in any way whatsoever and the Buyer shall at all times indemnify the Seller against such loss or damage.

9 FORCE MAJEURE

The performance of all contracts is subject to variation or cancellation by the Seller owing to any act of God, war, strike, lockouts or any other industrial action, fire, flood, drought, tempest, insect or fungicidal attack or any other causes beyond the control of the Seller or owing to any inability by the Seller to produce materials or articles required for the performance of the contracts and the Seller shall not be held responsible for any inability to deliver caused by any such contingency.

10 APPLICABLE LAW

The contract formed by the Order and this acceptance shall be governed by and construed in accordance with English law. Any disputes arising out of these Conditions shall be submitted exclusively to the jurisdiction of the English Courts.