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VAT No: 621 2326 86 Reg. in England & Wales - Co. no. 3178081

For Office Use only

Sales Order Ref..... Purchase Order Ref.....
Product Code: 6132 - ___ - __

Order Form

Select Size and Colour:
(tick box)

40 x 60 cm
50 x 75 cm
60 x 85 cm

Taupe
Terracotta
Slate Grey

Please complete one form per
design / colour / size

Custom Message:

Your custom message can consist of 1, 2 or 3 lines of text.
Max No. Characters per line per mat...
40 x 60 cm = 12
50 x 75 cm = 16
60 x 85 cm = 20

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20

All messages will be positioned centrally on the mat.
Alpha numeric letters only, punctuation counts as 1 character.

All text will be **HELVETICA BOLD CAPITALS** at 200points

Order Details:

Quantity: Price Each: £ Price Total: £

Personal Details:

Name:

Telephone:

Email:

Address:

Postcode:

Sub Total: £

VAT (20%): £

Grand Total: £

Confirmation of order signature:

Please return this form by fax to: **01768 372 636**, by email to: **sales@outofeden.co.uk** or by post to the address above.

I ENCLOSE CHEQUE FOR £ (Made payable to Out of Eden)

PLEASE DEBIT MY ACCOUNT

NB: We will ring you for your 3 digit security number. Remember to fill in the phone number section above.

Visa Access Mastercard Switch Solo

START DATE **ISSUE No** (Switch/Solo) **EXPIRY DATE**

SIGNATURE (For payment and confirmation of Order) **DATE**

NB: If you are paying by Credit Card, please ensure the 'Personal Details' address is the same as your Credit Card Statement.

OUT OF EDEN LIMITED TERMS AND CONDITIONS OF TRADING

IMPORTANT: The Customer's attention is drawn in particular to the provisions of clause 10.

1. INTERPRETATION

1.1 Definitions. In these Conditions, the following definitions apply:

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 12.6.

Contract: the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Conditions.

Customer: the person or firm who purchases the Goods from the Supplier.

Force Majeure Event: has the meaning given in clause 11.

Goods: the goods (or any part of them) set out in the Order.

Order: the Customer's order for the Goods.

Specification: any specification for custom made or special order Goods that is agreed by the Customer and the Supplier.

Supplier: Out of Eden Limited (registered in England and Wales with company number 031778081).

1.2 Construction. In these Conditions, the following rules apply:

1.2.1 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.2.2 A reference to a party includes its personal representatives, successors or permitted assigns.

1.2.3 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

1.2.4 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.2.5 A reference to writing or written includes faxes and e-mails.

2. BASIS OF CONTRACT

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification submitted by the Customer are complete and accurate. Any Specification must be in writing.

2.3 The Order is an offer by the Customer to enter into a binding contract, which the Supplier is free to accept or decline at its absolute discretion.

2.4 These Conditions shall become binding on the parties when:

2.4.1 the Supplier issues the Customer with written acceptance of an Order, but excluding the automatic email acknowledgement of order that is sent from the Supplier to the Customer following receipt of an Order made through the Supplier's website; or

2.4.2 the Supplier delivers the Goods to the Customer, whichever is the earlier, at which point a contract shall come into existence between the parties (a Contract).

2.5 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract.

2.6 The Customer is responsible for all orders placed by its authorised employees and for any purchases using any card, card details, cheque or bank account details issued to it and the Supplier is not bound by any individual order limit the Customer may impose on its authorised employees.

2.7 Any samples, drawings, descriptive matter, or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.

2.8 A quotation for the Goods given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 7 calendar days from its date of issue.

2.9 The Supplier has the right to revise and amend these Conditions from time to time. The Customer will be subject to the Conditions in force at the time that the Supplier confirms the Order or delivers the goods, whichever is first, unless any change to those Conditions is required by law or government or regulatory authority (in which case, it will apply to orders the Customer has placed that the Supplier has not yet fulfilled).

3. GOODS

3.1 The Goods are described in the Supplier's catalogue or on the Supplier's website as modified by any applicable Specification.

3.2 The Supplier reserves the right to amend the Specification of the Goods if required by any applicable statutory or regulatory requirements.

4. DELIVERY

4.1 The Supplier shall ensure that each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all relevant Customer and Supplier reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and

4.2 The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (Delivery Location). Any Delivery Location outside the United Kingdom (as hereafter defined) shall require the consent of the Supplier.

4.3 Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location.

4.4 The Supplier shall aim to deliver the Goods to the delivery Location within 3-5 Business Days, but delivery to remote areas of the United Kingdom (including, but not limited to Northern Ireland, the Channel Islands and the Isle of Man) and Ireland will take longer. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.5 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.

The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.6 If the Customer fails to take delivery of the Goods, then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract:

4.6.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which the Supplier notified the Customer that the Goods were ready; and

4.6.2 the Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

4.7 If 10 Business Days after the day on which the Supplier notified the Customer that the Goods were ready for delivery the Customer has not taken delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

4.8 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5. QUALITY

5.1 The Supplier warrants that on delivery and for a period of 12 months from the date of delivery, the Goods shall:

5.1.1 be of satisfactory quality;

5.1.2 be free from material defects in design, material and workmanship; and

5.1.3 comply with all applicable statutory and regulatory requirements for selling the Goods in the United Kingdom.

5.2 This warranty does not apply to any defect in the Goods arising from fair wear and tear, dust, wilful damage, accident, negligence by the Customer or any third party, use of the Goods in a way that the Supplier does not recommend, the Customer's failure to follow the Supplier's instructions, or any alteration or repair the Customer carries out without the Supplier's prior written approval.

5.3 These Conditions apply to any repaired or replacement Goods the Supplier supplies to the Customer, but the warranty runs from the date of supply of the original Goods.

5.4 Except as set out in these Conditions or as prohibited by law, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded.

6. DEFECTIVE GOODS AND RETURNS

6.1 If the Customer is not satisfied with the Goods or they do not conform with these Conditions, the Customer must notify the Supplier in writing within 30 days after delivery. The Supplier will then ask the Customer to return the Goods at the Supplier's cost and the Supplier will:

6.1.1 provide the Customer with a full or partial refund;

6.1.2 replace the Goods; or

6.1.3 repair the Goods.

6.2 If the Customer returns any Goods that are not defective and conform with these Conditions, the Goods must be returned to the Supplier in their original condition and packaging in order to qualify a refund or replacement under Clauses 6.1.1 and 6.1.2.

6.3 If the total price originally paid for the Goods exceeds £100, the Supplier may charge the Customer a restocking and handling fee equivalent to 15% of the price that the Customer originally paid for the Goods if the Goods prove to be only partially or not defective.

7. TITLE AND RISK

7.1 The risk in the Goods shall pass to the Customer on completion of delivery.

7.2 Title to the Goods shall not pass to the Customer until the Supplier has received payment in full (in cash or cleared funds) for:

7.2.1 the Goods; and

7.2.2 any other goods or services that the Supplier has supplied to the Customer.

7.3 Until title to the Goods has passed to the Customer, the Customer shall:

7.3.1 hold the Goods on a fiduciary basis as the Supplier's bailee;

7.3.2 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;

7.3.3 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

7.3.4 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;

7.3.5 notify the Supplier immediately if it becomes subject to any of the events listed in clause 9.2; and

7.3.6 give the Supplier such information relating to the Goods as the Supplier may require from time to time, but the Customer may resell or use the Goods in the ordinary course of its business.

7.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 9.2, or the Supplier reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Supplier may

have, the Supplier may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

8. PRICE AND PAYMENT

8.1 The price of the Goods shall be the price set out in the Supplier's quotation, or if no quotation is given, the price set out in the Supplier's published price list in force as at the date of delivery.

8.2 The Supplier may, by giving notice to the Customer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

8.2.1 any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

8.2.2 any delivery required to be made outside the British mainland;

8.2.3 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or

8.2.4 any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.

8.3 The price of the Goods is exclusive of the costs and charges of packaging, insurance and transport of the Goods (unless the Supplier agrees otherwise in writing), which shall be invoiced to the Customer.

8.4 The price of the Goods is exclusive of amounts in respect of value added tax (VAT). The Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods.

8.5 Payment for all Goods must be made at the time of ordering by credit or debit card, or in advance of delivery by cleared cheque or bank transfer to the bank account nominated in writing by the Supplier, unless the Customer has an account with the Supplier.

8.6 If the Customer has an account with the Supplier, the Supplier may invoice the Customer for the Goods on or at any time after the completion of the delivery. Payment shall be made by credit or debit card, cheque or bank transfer to the bank account nominated in writing by the Supplier. Time of payment is of the essence.

8.7 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment (due date), then the Customer shall pay interest on the overdue amount at the rate of 8% per annum above the Bank of England's base rate from time to time and any debt collection charges incurred. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount and debt collection charges.

8.8 The Supplier reserves the right to refer any invoice unpaid within the Conditions to its debt collection agents in which case the debt will be subject to a surcharge to cover the collection costs incurred. This surcharge together with all other charges and legal fees incurred will be the responsibility of the Customer and will be legally enforceable.

8.9 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part. The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

9. CUSTOMER'S INSOLVENCY OR INCAPACITY

9.1 If the Customer becomes subject to any of the events listed in clause 9.2, or the Supplier reasonably believes that the Customer is about to become subject to any of them and notifies the Customer accordingly, then, without limiting any other right or remedy available to the Supplier, the Supplier may cancel or suspend all further deliveries under the Contract or under any other contract between the Customer and the Supplier without incurring any liability to the Customer, and all outstanding sums in respect of Goods delivered to the Customer shall become immediately due.

9.2 For the purposes of clause 9.1, the relevant events are:

9.2.1 the Customer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;

9.2.2 the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;

9.2.3 (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer, other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;

9.2.4 (being an individual) the Customer is the subject of a bankruptcy petition or order;

9.2.5 a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

9.2.6 (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer;

9.2.7 (being a company) a floating charge holder over the Customer's assets has become entitled to appoint or has appointed an administrative receiver;

9.2.8 a person becomes entitled to appoint a receiver over the Customer's assets or a receiver is appointed over the Customer's assets;

9.2.9 any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 9.2.1 to clause 9.2.8 (inclusive);

9.2.10 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business;

9.2.11 the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfill its obligations under the Contract has been placed in jeopardy; and

9.2.12 (being an individual) the Customer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

9.3 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

10. LIMITATION OF LIABILITY

10.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

10.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);

10.1.2 fraud or fraudulent misrepresentation;

10.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979;

10.1.4 defective products under the Consumer Protection Act 1987; or

10.1.5 any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.

10.2 Subject to clause 10.1:

10.2.1 the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

10.2.2 the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods.

11. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

12. GENERAL

12.1 Assignment and subcontracting.

12.1.1 The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

12.1.2 The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Supplier.

12.2 Notices.

12.2.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post, recorded delivery, commercial courier, fax or e-mail.

12.2.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 12.2.1; if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.

12.2.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

12.3 Severance.

12.3.1 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

12.3.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

12.4 Waiver. A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

12.5 Third party rights. A person who is not a party to the Contract shall not have any rights under or in connection with it.

12.6 Variation. Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Supplier.

12.7 Governing law and jurisdiction. The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.