Wilfred Scruton Ltd Equipment Terms & Conditions

General

For the use of these terms and conditions the term 'the Company' shall mean Wilfred Scruton Ltd, Providence Foundry, Foxholes, Driffield, East Riding of Yorkshire. YO25 3QQ

1. On access to our website and the equipment advertising facility, you will be deemed to have accepted all of the terms and conditions that apply to its use. The Company reserve the right to amend these terms and conditions at any time and you are obligated to check if changes have been made. Any further access to our website and the equipment advertising facility after any changes will constitute acceptance to the new terms and conditions.
2. The company will not be liable for any incorrect advertisements, including but not limited to: advert price, omission of details, mismatch or falsely declared information.
3. Whilst every effort is made into ensuring a machine either traded in or bought in is free from any encumbrance, we cannot offer any guarantees that the used machinery advertised on our website is absolutely free from any encumbrance.
4. All delivery dates are estimated and not of the essence of the contract. We shall have no liability in respect of failure to deliver by the stated delivery date or at all.
5. If you fail to take delivery of the goods by the agreed delivery date then (without limiting any other rights we may have) we shall store the goods at your risk and expense (including all demurrage charges) or (at our option) cancel the contract without liability to ourselves.
6. Payment shall be paid in full before collection or delivery of the machine, or if agreed in writing within 7 days following the date of our invoice. Failure to do so can result in our charging interest at 2% per 7 days under 'The Late Payment of Commercial Debts (Interest) Act 1998.
7. The contract shall be governed by the laws of England and Wales and the buyer hereby submits to the exclusive jurisdiction of the English courts in all matters regarding the contract.