

## TERMS AND CONDITION FOR THE PURCHASE OF GOODS

Myriad Heat and Power Products, trading as Myriad Plantroom Services are registered in the UK under company number 07691864 and have our registered office at Unit 21 Burrough Court, Burrough on the Hill, Melton Mowbray, Leicestershire, LE14 2QS. Our VAT number is 251 3161 43.

Telephone: 0203 1890666 (calls will be answered Monday to Friday: 9am to 5.30pm). We may record calls for quality and training purposes.

These terms, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

These are the terms and conditions on which we supply goods to you which you have ordered through our Service team. These terms tell you who we are, how we will provide goods to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

We intend to rely on these terms and your Order. If you have any queries or concerns about these terms, please contact us. This can help avoid any problems about what you expect from us and what we expect from you.

### 1. INFORMATION AND COMMUNICATIONS

We are Myriad Heat and Power Products, trading as Myriad Plantroom Services are registered in the UK under company number 07691864 and have our registered office at Unit 21 Burrough Court, Burrough on the Hill, Melton Mowbray, Leicestershire, LE14 2QS. Our VAT number is 251 3161 43.

To contact us, please:

Telephone: 0203 1890666 (calls will be answered Monday to Friday: 9am to 5.30pm). We may record calls for quality and training purposes.

email: [service@myriad](mailto:service@myriad.co.uk)service.co.uk (emails will be responded to Monday to Friday: 9am to 5.00pm); and

If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us with your Order.

### 2. INTERPRETATION

#### ○ Definitions

In these Terms and 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.

**Contract:** the contract between us and you for the sale and purchase of the Product and which comprises your Order and these Terms and Conditions.

**Delivery:** has the meaning set out in clause 7.7 and “Delivered” and “Deliveries” shall be construed accordingly.

**Delivery Location:** the address to which you request Product is delivered.

**Delivery Note:** has the meaning set out in clause 7.8.

**Delivery Vehicle:** means the vehicle used by us to deliver Product to you.

**Delivery Volume:** means in relation to each Delivery the weight of Product to be Delivered, as set out in your Order.

**ENplus:** means the European originating standard for virgin wood pellets.

**Force Majeure Event:** has the meaning given in clause 13.

**Order:** your order for the Product, as confirmed by us in the shipping confirmation.

**Order Form:** the order page provided by us on this site.

**Product:** the bagged sawdust and/or bagged wood pellets set out in your Order (or any part of thereof).

**Specification:** the specification for the Product to be Delivered as set out on our product page.

**Terms and Conditions:** the terms and conditions set out in this document.

**you or your:** the person or firm who is the customer and purchases the Product from us as set out in your Order.

**we, us or our:** Myriad Heat and Power Products Ltd trading as Myriad Plantroom Services

- **Construction**

In these Terms and Conditions, the following rules apply:

1. a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
2. a reference to a party includes its personal representatives, successors or permitted assigns;
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;
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; and
5. a reference to writing or written includes faxes and e-mails.

In the event of any inconsistency between these Terms and Conditions and your Order, your Order shall prevail.

### 3. **ORDERING FROM US**

- Below, we set out how a legally binding Contract between you and us is made.
- You place an Order with us by completing and submitting an Order Form for each Delivery Location. Please read and check your Order Form carefully before sending it.
- The minimum order quantity is ½ pallet.
- We may contact you to say that we do not accept your Order. This is typically for the following reasons:
  1. all or some of the Products are unavailable;
  2. we cannot Deliver to your proposed Delivery Location;
  3. we cannot authorise your payment;
  4. you are not allowed to buy Products from us;
  5. we are not allowed to sell Products to you;

6. you have ordered too many Products; or
7. there has been a mistake on the pricing or description of the Products.
- We will email you automatically to notify you that your order has been received but we will only accept your Order when we email you to confirm this (shipping confirmation). At this point:
4. a legally binding Contract will be in place between you and us; and
5. we will dispatch the Product to you.
- The Contract shall commence in accordance with clause 3.4 above and continue until all Product has been Delivered, unless cancelled or terminated earlier in accordance with the provisions of these Terms and Conditions.
- These Terms and Conditions apply to the Contract to the exclusion of any other terms that you may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- Any samples, drawings, descriptive matter, or advertising produced by us shall not form part of the Contract nor have any contractual force.
6. **RIGHT TO CANCEL THIS CONTRACT**
- You have the right to change your mind and cancel this Contract within 14 days without giving any reason. You cannot cancel this Contract if the Products have become inseparably mixed with other pellets or sawdust stored in your silo.
- The cancellation period will expire after 14 days from the day of on which we accept your Order in accordance with clause 4 above.
- To exercise the right to cancel, you must inform us of your decision to cancel this Contract by a clear statement (e.g. a letter sent by post, fax or email). You can use the model cancellation form set out in the box below, but it is not obligatory.

*Cancellation form*

*To [insert the trader's name, geographical address and, where available, fax number and email address]:*

*I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale of the following goods [\*]/the supply of the following service [\*],*

*Ordered on [\*/received on [\*],*

*Name of consumer(s),*

*Address of consumer(s),*

*Signature of consumer(s) (only if this form is notified on paper),*

*Date*

*[\*] Delete as appropriate*

- To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
- A cancellation charge of £40.00 + VAT per pallet will apply to any Orders which are cancelled (the “**Cancellation Charge**”), to cover our costs of administration and cancelling booked delivery times.

## 5. EFFECTS OF CANCELLATION

- If you cancel this Contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).
- We will make a deduction from the reimbursement for the Cancellation Charge.
- We may make a deduction from the reimbursement for loss in value of any Product supplied, if the loss is the result of unnecessary handling by you.
- We will make the reimbursement without undue delay, and not later than:
  - 14 days after the day we received back from you any Product supplied; or
  - (if earlier) 14 days after the day you provide evidence that you have returned the Product; or
  - if there was no Product supplied, 14 days after the day on which we are informed about your decision to cancel this Contract.
- We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.
- If you have received Product:
  - you shall send back the Product or hand them over to us without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation of the Contract to us. The deadline is met if you send back the Product before the period of 14 days has expired;
  - you will have to bear the direct cost of returning the Product or, alternatively, you may contact us to organise collection of the Product for a fee to be determined at the relevant time;
  - you are responsible for returning the Product back to us in an unused, undamaged condition and in the original packaging; and
  - you are only liable for any diminished value of the Product resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the Product.

## 6. SPECIFICATION

- The Product Delivered by us shall meet the Specification.
- We reserve the right to amend the Specification at any time if required by any applicable safety, statutory or regulatory requirements.
- Product may be delivered in packaging that is different to (i) that which you have received before; or (ii) that shown on this site.

## 7. DELIVERY

- Without prejudice to the provisions of these Terms and Conditions, we shall Deliver the Product set out in the Order Form in accordance with the delivery option specified in your Order. Any dates set out in your Order are approximate only, and the time of Delivery is not of the essence.
- It is your responsibility to ensure the Delivery Location is suitable for Delivery. Please contact us on 0203 1890666 or [service@myriadservice.co.uk](mailto:service@myriadservice.co.uk) if you are unsure.
- When your order has been processed, our courier company will call ahead to confirm an ETA with you.
- You must specify in your Order if you require a vehicle with a tail lift or a pallet pump truck.
- The Delivery Location must:
  - be in the UK Mainland only;
  - be a safe kerbside or the nearest flat, hardstanding area;

- not be a steep incline, turf, gravel or other soft surface; and
- not have overhead wires or low hanging branches.
- Delivery of the Product shall be completed on discharge of the Product from Delivery Vehicle at the Delivery Location (“**Delivery**”). For the avoidance of doubt, our obligation to Deliver bagged Product is to deliver that Product to the curb or roadside, we are under no obligation to ensure that the Product is transported to storage facilities.
- We shall ensure that each delivery of the Product is accompanied by a delivery note (the “**Delivery Note**”).
- On each Delivery, you shall examine the Product and sign for the Delivery prior to the Delivery Vehicle leaving the Delivery Location.
- We shall not be liable for any delay in Delivery of the Product or any failure to Deliver the Product where such delay or failure is caused by any of the following:
  - you not being present at the Delivery Location where you are required to be present in order for us to Deliver the Product;
  - the information in the Order Form being inaccurate;
  - the Delivery Location failing to comply with the requirements of clause 7.6;
  - your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Product;
  - breakdown of the Delivery Vehicle;
  - the driver of the Delivery Vehicle would be in breach of health and safety legislation, for example being out of hours to drive the Delivery Vehicle; or
  - a Force Majeure Event.
- If there is no-one available to receive your Delivery, you fail to accept delivery of the Product or the Product is not Delivered for one or more of the reasons set out in clause 7.10.1 to 7.10.6 then you shall
- If we fail to deliver some or all of the Product for any other reason than those set out in clause 7.10.1 to 7.10.6, our liability shall be limited to the costs and expenses incurred by you in obtaining alternative Product to be used by you until we make a further delivery. Such costs to be limited to the cost of Product of similar description and quality in the cheapest market available, less the price of the Product.

## 8. FAILURE TO COMPLY WITH SPECIFICATION

- We shall deal with any complaint you may have in relation to the quality or Specification of any Product Delivered in accordance with the procedure set out in the ENplus guidelines as overseen by the European Pellet Council (available at <http://www.pelletcouncil.org.uk/>).
- Subject to clause 8.3, if:
  - you give notice in writing to us within seven days of Delivery that some or all of the Product does not comply with the Specification; and
  - we are given a reasonable opportunity to perform site inspections, examine and test such Product,

if we agree that the Product Delivered do not meet the Specification, we shall, at our option, replace such Product, or refund the price of the out of Specification Product in full.
- We shall not be liable for the Product's failure to comply with the Specification in any of the following events:
  - on Delivery the Product is mixed in storage facilities with other Product of a weight of least 10% of the Delivered Product;
  - unless we agree otherwise, you make any further use of such Product after giving notice in accordance with clause 8.2;
  - you have used 20% or more of the Product Delivered;

- your pellet storage facilities or the Delivery Location do not meet the requirements of ENplus guidelines for proper storage of bulk pellets;
- the defect arises as a result of your willful damage or negligence;
- if the Product differs from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements, as per clause 6.2; or
- the Product Delivered is bagged and it is left outside for any period of time after Delivery.
- Except as provided in this clause 8, we shall have no liability to you in respect of the Product's failure to comply with the Specification.
- These Terms and Conditions shall also apply to any replacement Product supplied by us.

## 9. TITLE AND RISK

- The title to and risk in the Product shall pass to you on completion of Delivery.

## 10. PRICE AND PAYMENT

- The price of the Product Delivered shall be the price set out on the order confirmation page.
- You must pay for the Product before it is dispatched.
- The price of the Product is inclusive of value added tax (VAT), which is payable at the rate of five percent (5%) for end users and twenty percent (20%) for all other purchasers. You must accept the applicable rate.
- It is always possible that, despite our best efforts, some Product may be incorrectly priced. We will normally check prices before accepting your Order so that, where the Product's correct price at your Order date is less than our stated price at your Order date, we will charge the lower amount. If the Product's correct price at your Order date is higher than the price stated to you, we will contact you for your instructions before we accept your Order. If we accept and process your Order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the Contract, refund you any sums you have paid and require the return of any Product provided to you.

## 11. TERMINATION

- We may end the Contract for any Order at any time by writing to you if you do not, within a reasonable time, allow or enable us to Deliver the Product to you.
- If we end the Contract in the situation set out in [Clause 11.1](#) we will refund any money you have paid in advance for Product we have not Delivered but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the Contract.
- Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.
- Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

## 12. LIMITATION OF LIABILITY

- Nothing in these Terms and Conditions shall limit or exclude our liability for: (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable); (b) fraud or fraudulent misrepresentation; (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; (d) defective products under the Consumer Protection Act 1987; or (e) any matter in respect of which it would be unlawful for us to exclude or restrict liability.
- Under the Contract, if you are a buyer who deals as a consumer, nothing in these Terms and Conditions shall affect your statutory rights.
- Nothing in these Terms and Conditions shall affect your duty to mitigate your losses.
- Subject to clause 12.1:

- we shall under no circumstances whatever be liable to you, 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
- our total liability to you 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 total Price for the Product payable under the Contract.

### 13. **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, road traffic accident, fuel shortages, 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 including a Delivery Vehicle, 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 adverse weather conditions including but not limited to snow or ice, Delivery Vehicle driver illness or default of suppliers or subcontractors.

### 14. **GENERAL**

- **Assignment and other dealings.**
  - We may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of our rights or obligations under the Contract.
  - You may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of your rights or obligations under the Contract without our prior written consent.
- **Notices.**
  - Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party as detailed in Clause 1 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 or other next working day delivery service, commercial courier, or e-mail.
  - A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 1; if sent by pre-paid first class post or other next working day delivery service, 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.
  - The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- While our employees and agents may on request give you advice which they believe to be sound, they have no legal duty of care to you and no authority to give any guarantee or make any statement or representation in relation to the Product by way of advice which is binding on us or them.
- **Severance.**
  - If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

- If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
- **Waiver.** A waiver of any right or remedy under the Contract or law 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 prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- **Third party rights.** A person who is not a party to the Contract shall not have any rights to enforce its terms.
- **Variation.** Except as set out in these Terms and Conditions, no variation of the Contract other than in relation to the Order, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by us. Variation to the terms of the Order may be agreed orally or in writing by the parties.
- **Governing law.** 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 the law of England and Wales.
- Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

These terms and conditions of purchase should be read in conjunction with the website terms and conditions, privacy policy, and website terms of use.