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that ownership in the Goods passes to the Customer, if the Supplier is not satisfied with the quality of the Goods, the Supplier shall inspect the Goods on delivery and shall within seven (7) days of delivery advise the Customer in writing of any alleged defect, shortage in quantity, damage or other defect in the Goods. The Customer shall afford the Supplier an opportunity to inspect the Goods within a reasonable time and if the Customer believes the Goods are defective in any way the Customer shall be bound to accept the return of the Goods and to be free from any defect or damage. For defective Goods the Supplier has agreed in writing that the Customer is entitled to a refund or replacement of the Goods. The Supplier's liability is limited to either (at the Supplier's discretion) the cost of repairing the Goods. The Customer shall be accepted for return except in accordance with 8.1. above.

permits shall include any supply of Goods as defined above).
 1.6 Equipment shall mean Equipment supplied on hire by the Supplier to the Customer (and where the context so permits shall include any supply of services) and is as described on the invoices, quotation, authority to hire, or any other work authorisation forms as provided by the Supplier to the Customer.
 1.7 Price shall mean the cost of the Goods as agreed between the Supplier and the Customer subject to clause 4 of this contract.

2. Application of these terms and conditions to consumers

2.1 Where the Customer buys Goods as a consumer these terms and conditions (in particular clauses relating to Risk, Disclaimer, Defects, Returns, Warranties, and Limitation of Liability) shall be subject to any laws or legislation governing the rights of consumers and shall not affect the consumer's statutory rights.

3. Acceptance

3.1 Any instructions received by the Supplier from the Customer for the supply of Goods and/or the Customer's acceptance of Goods supplied by the Supplier shall constitute acceptance of the terms and conditions contained herein.
 3.2 Where more than one Customer has entered into this agreement, the Customers shall be jointly and severally liable for all payments of the Price.
 3.3 Upon acceptance of these terms and conditions by the Customer the terms and conditions are irrevocable and can only be amended with the written consent of the Supplier.

3.4 The Customer shall give the Supplier not less than fourteen (14) days prior written notice of any proposed change of Dealership of the Customer or any change in the Customer's name and/or any other change in the Customer's details (including but not limited to, changes in the Customer's address, facsimile number, or business practice). The Customer shall be liable for any loss incurred by the Supplier as a result of the Customer's failure to comply with this clause.

4. Price And Payment

4.1 At the Supplier's sole discretion the Price shall be either:
 (a) as indicated on invoices provided by the Supplier to the Customer in respect of Goods supplied; or
 (b) the Supplier's quoted Price (subject to clause 4.2) which shall be binding upon the Supplier provided that the Customer shall accept the Supplier's quotation in writing within thirty (30) days; or
 (c) as indicated in the schedule of prices available on request from the Supplier.

4.2 The Supplier reserves the right to change the Price in the event of a variation to the Supplier's quotation.
 4.3 At the Supplier's sole discretion a deposit may be required.
 4.4 Time for payment for the Goods shall be of the essence and will be stated on the invoice or any other forms. If no time is stated then payment shall be due thirty (30) days following the date of the invoice.

4.5 At the Supplier's sole discretion:
 (a) payment shall be due on delivery of the Goods; or
 (b) payment shall be due before delivery of the Goods; or
 (c) payment for approved Customers shall be made by instalments in accordance with the Supplier's payment schedule; or
 4.6 Payment will be made by cash, or by cheque, or by credit or debit card (plus a surcharge of up to two percent (2%) of the Price), or by direct credit, or by any other method as agreed to between the Customer and the Supplier.
 4.7 VAT and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.

5. Delivery Of Goods

5.1 At the Supplier's sole discretion delivery of the Goods shall take place when:
 (a) the Customer takes possession of the Goods at the Supplier's address; or
 (b) the Customer takes possession of the Goods at the Customer's address or other address nominated by the Customer (in the event that the Goods are delivered by the Supplier or the Supplier's nominated carrier);
 5.2 At the Supplier's sole discretion the costs of delivery are:
 (a) included in the Price; or
 (b) in addition to the Price; or
 (c) for the Customer's account.

5.3 The Customer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. In the event that the Customer is unable to take delivery of the Goods as arranged then the Supplier shall be entitled to charge a reasonable fee for redelivery.
 5.4 The Supplier may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions in these terms and conditions.
 5.5 The failure of the Supplier to deliver shall not entitle either party to treat this contract as repudiated.
 5.6 The Supplier shall not be liable for any loss or damage whatever due to failure by the Supplier to deliver the Goods (or any of them) promptly or at all.

6. Risk

6.1 If the Supplier retains ownership of the Goods nonetheless, all risk for the Goods passes to the Customer on delivery.
 6.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Customer, the Supplier is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by the Supplier is sufficient evidence of the Supplier's rights to receive the insurance proceeds without the need for any person dealing with the Supplier to make further enquiries.
 7. **Title**
 7.1 It is the intention of the Supplier and agreed by the Customer that ownership of the Goods shall not pass until:
 (a) the Customer has paid all amounts owing for the particular Goods; and
 (b) the Customer has met all other obligations due by the Customer to the Supplier in respect of all contracts between the Supplier and the Customer.
 7.2 Deemed by the Supplier of any form of payment other than cash shall not be treated to be payment until that form of payment has been honoured, cleared or recognised and until then the Supplier's ownership or rights in respect of the Goods shall continue.
 7.3 It is further agreed that:
 (a) where practicable the Goods shall be kept separate and identifiable until the Supplier shall have received payment and all other obligations of the Customer are met; and
 (b) until such time as ownership of the Goods shall pass from the Supplier to the Customer the Supplier may give notice in writing to the Customer to return the Goods or any of them to the Supplier. Upon such notice the rights of the Customer to obtain ownership or any other interest in the Goods shall cease; and
 (c) the Supplier shall have the right of stopping the Goods in transit whether or not delivery has been made; and
 (d) if the Customer fails to return the Goods to the Supplier then the Supplier's agent may enter upon and into land and premises owned, occupied or used by the Customer, or any premises as the invitee of the Customer, where the Goods are situated and take possession of the Goods; and
 (e) the Customer is only a bailee of the Goods and until such time as the Supplier has received payment in full for the Goods then the Customer shall hold any proceeds from the sale or disposal of the Goods on trust for the Supplier; and
 (f) the Customer shall not deal with the money of the Supplier in any way which may be adverse to the Supplier; and
 (g) the Customer shall not charge the Goods in any way nor grant nor otherwise give any interest in the Goods while they remain the property of the Supplier; and
 (h) the Supplier can issue proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods may not have passed to the Customer; and

9.1 Returns will only be accepted provided that:
 (a) the Customer has complied with the provisions of clause 8.1; and
 (b) the Supplier has agreed in writing to accept the return of the Goods; and
 (c) the Goods are returned at the Customer's cost within seven (7) days of the delivery date; and
 (d) the Supplier will not be liable for Goods which have not been stored or used in a proper manner; and
 (e) the Goods are returned in the condition in which they were delivered and with all packaging material, brochures and instruction material in as new condition as is reasonably possible in the circumstances.
 9.2 The Supplier will not accept the return of non-defective Goods for credit.
 9.3 The Supplier may (at its discretion) accept the return of non-defective Goods for credit or refund but this may incur a handling fee of 10% of the value of the returned Goods plus any cost of freight.

10. Warranty

10.1 Subject to the conditions of warranty set out in Clause 10.2 the Supplier warrants that if any defect in any workmanship of the Supplier becomes apparent and is reported to the Supplier within twelve (12) months (or in the case of refurbished goods, within three (3) months) of the date of delivery (time being of the essence) then the Supplier will either (at the Supplier's sole discretion) repair the defect or remedy the workmanship.
 10.2 The conditions applicable to the warranty given by Clause 10.1 are:
 (a) The warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:
 (i) Failure on the part of the Customer to properly maintain any Goods; or
 (ii) Failure on the part of the Customer to follow any instructions or guidelines provided by the Supplier; or
 (iii) Any use of any Goods otherwise than for any application specified on a quote or order form; or
 (iv) The continued use of any Goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or
 (v) Fair wear and tear, any accident or act of God.
 (b) The warranty shall cease and the Supplier shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without the Supplier's consent.
 10.3 In respect of all claims the Supplier shall not be liable to compensate the Customer for any delay in either replacing or repairing the workmanship/Goods or in properly assessing the Customer's claim.
 10.4 For Goods not manufactured by the Supplier the warranty shall be the current warranty provided by the manufacturer of the Goods. Whilst the Supplier shall honour such warranty the Supplier shall not be bound by nor responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Goods.
 10.5 In the case of second hand Goods, the Customer acknowledges that he has had full opportunity to inspect the same and that he accepts the same with all faults and that no warranty is given by the Supplier as to the quality or suitability for any purpose and any implied warranty, statutory or otherwise, is expressly excluded. The Supplier shall not be responsible for any loss or damage to the Goods, or caused by the Goods, or any part thereof however arising.

10.6 To the extent permitted by statute, no warranty is given by the Supplier as to the quality or suitability of the Goods for any purpose and any implied warranty is expressly excluded. The Supplier shall not be responsible for any loss or damage to the Goods, or caused by the Goods, or any part thereof however arising.

11. Sale of Goods Act 1979 and Supply of Goods and Services Act 1982

11.1 This agreement is subject to the provisions of the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982 (or any replacement or re-enactment thereof) in all cases except where the Customer is contracting with the Supplier on a contract of business (which case is specifically excluded).
 11.2 Notwithstanding clause 11.1 nothing in this agreement is intended to have the effect of contracting out of any applicable provisions the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982 or any laws or legislation governing the rights of consumers, except to the extent permitted by those Acts, laws or legislation.

12. Default & Consequences of Default

12.1 Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% per calendar month and such interest shall compound monthly at such a rate after as well as before any judgment.
 12.2 The Supplier may charge interest on overdue invoices in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
 12.3 If the Customer defaults in payment of any invoice when due, the Customer shall indemnify the Supplier from and against all costs and disbursements incurred by the Supplier in pursuing the debt including legal costs on a solicitor and own client basis and the Supplier's collection agency costs.

12.4 Without prejudice to any other remedies the Supplier may have, if at any time the Customer is in breach of any obligation (including those relating to payment), the Supplier may suspend or terminate the supply of Goods to the Customer and any of its other obligations under the terms and conditions. The Supplier will not be liable to the Customer for any loss or damage the Customer suffers because the Supplier exercised its rights under this clause.
 12.5 If any account remains overdue after thirty (30) days then an amount of 20.00 shall be levied as an administration fee and shall be levied for each month that the account remains overdue, which sums shall become immediately due and payable.
 12.6 Without prejudice to the Supplier's other remedies at law the Supplier shall be entitled to cancel all or any part of any order of the Customer which remains unperformed in addition to and without prejudice to any other remedies and all amounts owing to the Supplier shall, whether or not due for payment, become immediately payable in the event that:
 (a) any money payable to the Supplier becomes overdue; or in the Supplier's opinion the Customer will be unable to meet any payments due; or
 (b) the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

13. Security And Charge

13.1 Despite anything to the contrary contained herein or any other rights which the Supplier may have however:
 where the Customer and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Customer and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to the Supplier or the Supplier's nominee to secure all amounts and other monetary obligations payable under the terms and conditions. The Customer and/or the Guarantor acknowledge and agree that the Supplier (or the Supplier's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be released once all payments and other monetary obligations payable hereunder have been met.
 should the Supplier elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Customer and/or Guarantor shall indemnify the Supplier from and against all the Supplier's costs and disbursements including legal costs on a solicitor and own client basis.
 The Customer and/or the Guarantor (if any) agree to irrevocably nominate constitute and appoint the Supplier or the Supplier's nominee as the necessary and/or Guarantor true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 13.1.

14. Cancellation

14.1 The Supplier may cancel any contract to which these terms and conditions of cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Customer. On giving such notice the Supplier shall repay to the Customer any sums paid in respect of the Price. The Supplier shall not be liable for any loss or damage whatever arising from such cancellation.
 14.2 In the event that the Customer cancels delivery of Goods the Customer shall be liable for any loss incurred by the Supplier (including, but not limited to, any loss of profits) up to the time of cancellation.
 14.3 The Customer agrees that any Service Agreement is for a minimum period as stated on the Service Agreement (and where no minimum period is stated, the Service Agreement will be for a period of three (3) years) and will continue on an annual basis thereafter until the Customer provides ninety (90) days notice to the Supplier to terminate the Service Agreement.

15. Data Protection Act 1998

15.1 The Customer and the Guarantor/s (if separate to the Customer) authorises the Supplier to:
 (a) collect, retain and use any information about the Customer, for the purpose of assessing the Customer's creditworthiness or marketing products and services to the Customer; and
 (b) to disclose information about the Customer, whether collected by the Supplier from the Customer directly or obtained by the Supplier from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or of listing a default by the Customer on publicly accessible credit reporting databases.
 15.2 The Supplier may also use information about the Customer to monitor and analyse its business. In this connection the Customer authorises the Supplier to disclose personal information to agents or third parties engaged by the Supplier.
 15.3 The Customer consents to the transfer of information outside of the European Economic Area for the purposes listed above.
 15.4 Where the Customer is an individual the authorities under (clause 15.1) are authorities or consents for the purposes of the Data Protection Act 1998.
 15.5 The Customer shall have the right to request the Supplier for a copy of the information about the Customer retained by the Supplier and the right to request the Supplier to correct any incorrect information about the Customer held by the Supplier.

16. Unpaid Supplier's Rights

16.1 Where the Customer has left any item with the Supplier for repair, modification, exchange or for the Supplier to perform any other Service in relation to the item and the Supplier has not received or been tendered the whole of the Price, or the payment has been dishonoured, the Supplier shall have:
 (a) a lien on the item;
 (b) the right to retain the item for the Price while the Supplier is in possession of the item;
 (c) a right to sell the item.
 16.2 The lien of the Supplier shall continue despite the commencement of proceedings, or judgement for the Price having been obtained.

Customer's Disclaimer

17.1 The Customer hereby disclaims any right to rescind, or cancel the contract or sue for damages or to claim restitution arising out of any misrepresentation made to the Customer by the Supplier and the Customer acknowledges that the Goods are bought relying solely upon the Customer's skill and judgment.

18. Equipment & Additional Services

18.1 The Equipment shall at all times remain the property of the Supplier and is returnable on demand by the Supplier. In the event that the Equipment is not returned to the Supplier in the condition in which it was delivered the Supplier retains the right to charge the Price of repair or replacement of the Equipment.
 18.2 The Customer shall:
 (a) keep the Equipment in their own possession and control and shall not assign the benefit of the Equipment nor be entitled to lien over the Equipment.
 (b) not allow or permit any additions to the Equipment including but without limitation, fitting, make any additions to, detaching or erasing any identifying mark, plate or number on or in the Equipment or in any other manner interfere with the Equipment.
 (c) keep the Equipment, complete with all parts and accessories, clean and in good order as delivered, and shall comply with any maintenance schedule as advised by the Supplier to the Customer.
 (d) keep the Equipment in the same position as it was installed, and not move the Equipment without the prior written consent of the Supplier.
 (e) only allow an approved service engineer and other representatives of the Supplier applying any maintenance or repair on the Equipment, and shall allow them entry to the premises and locations of any Equipment for the purpose of inspecting, repairing, servicing or verifying the meter readings during normal working hours of the Customer's business.

18.3 The Customer accepts full responsibility for the safekeeping of the Equipment and the Customer agrees to insure, or self insure, the Supplier's interest in the Equipment and agrees to indemnify the Supplier against physical loss or damage including, but not limited to, the perils of accident, fire, theft and burglary and all other usual risks and will effect adequate Public Liability Insurance covering any loss, damage or injury to property or persons arising out of the use of the Equipment. Further the Customer will not use the Equipment nor permit it to be used in such a manner as would permit an insurer to decline any claim.
 18.4 The Supplier shall:
 (a) where additional services are required, order services on the customers behalf from carefully chosen third party suppliers for the benefit of expediency (including, but not limited to fixed telephone services, numbering services, hosting and broadband provision).
 (b) be granted the responsibility and permission to order services from third parties on the customers behalf for a period of 90 days from original order, following this all services will revert back to the Customer and the Customer will accept liabilities for any contract period.
 (c) maintain the Equipment in accordance with the manufacturer's recommendations and shall (at the Supplier's sole discretion) repair or replace any defective part subject to the conditions set out in Clause 18.2
 (d) on request from the Customer, provide support to assist in the installation of the Equipment to the Customer's pc network (subject to the Customer's being of the correct configuration)

19. General

19.1 If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
 19.2 These terms and conditions and any contract to which they apply shall be governed by the laws of England and Wales and are subject to the jurisdiction of the courts of England and Wales.
 19.3 The Supplier shall be under no liability whatever to the Customer for any indirect loss and/or expense (including loss of profit or goodwill) suffered by the Customer or any third party arising out of a breach by the Supplier of these terms and conditions.
 19.4 In the event of any breach of this contract by the Supplier the remedies of the Customer shall be limited to damages and the Supplier's liability (if any) whether in contract, tort or otherwise in respect of any defect in the Goods, or for any breach of these terms and conditions, or of any duty owed to the Customer in connection with them shall be limited to the amount of the Price. For the avoidance of doubt, nothing in these terms and conditions shall exclude or restrict the Supplier's liability to any person for death or personal injury to that person resulting from the Supplier's negligence.
 19.5 The Customer shall not be entitled to set off against or deduct from the Price any sums owed or claimed to be owed to the Customer by the Supplier.
 19.6 The Supplier may license or sub-contract all or any part of its rights and obligations without the Customer's consent.
 19.7 The Supplier reserves the right to review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, the Supplier will take effect from the date on which the Supplier notifies the Customer of such change. Except where the Supplier supplies further Goods to the Customer and the Customer accepts such Goods, the Customer shall be under no obligation to accept such changes.
 19.8 The Seller may at any time assign its rights and/or obligations under any contract to which these terms and conditions apply to any third party.
 19.9 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.