

Terms and Conditions

Quotations, Orders and Specifications

1. All quotations given by the supplier will remain valid for thirty days unless specifically stated otherwise.
2. The purchaser shall be responsible to the supplier for ensuring the accuracy of the terms of any purchase order (including any applicable specification) submitted by the purchaser and providing the supplier with any additional information relating to the goods within sufficient time to enable the supplier to perform the agreement in accordance with its terms. If the purchaser does not provide correct and sufficiently detailed information and as a result the agreement is performed late or the goods delivered are incorrect in terms of specification or quantity the supplier will not be held liable.
3. The supplier reserves the right to make any alterations to the specifications of the service, which are necessary to conform with any applicable statutory or legislative requirements or variations or substitutions which do not materially affect the quality and performance of the service. Such alterations will be clarified by notice.

Cancellations

4. Cancellations should be expressed in writing to the supplier seven days prior to the commencement of service, commencement of project, or prior to dispatch of goods. The supplier's acceptance of a cancellation will be given by notice.

Prices

5. The price of the service requested shall be the price set out in any valid quotation, or where no price has been quoted the price listed in the supplier's published price list, or posted on the supplier's website, current at the date of acceptance of the purchase order.
6. The supplier reserves the right, by giving notice to the purchaser at any time before delivery, to terminate the agreement or increase the price of the service to reflect any changes in specifications for the service which are requested by the purchaser or any delay caused by any instructions of the purchaser or failure of the purchaser to give the supplier adequate information or instructions. To clarify this right serves to protect service obligations from changes or incomplete information provided by the purchaser.
7. Invoice prices will include Value Added Tax if applicable.

Terms of Payment

8. An invoice will be issued to the purchaser at delivery of the service. Payment must be made within the thirty days from invoice date unless specifically stated otherwise.

Delivery

9. Service shall be provided to the purchaser's notified place of business or to such other place of delivery as is agreed between the parties in writing prior to the delivery date.
10. The supplier reserves the right to elect the carrier of goods in the service, unless otherwise agreed in writing between the parties. The supplier also reserves the right to arrange adequate insurance, either independently or through the carrier, for the goods up until the time when they are delivered, to the place agreed between the parties, and a proof of delivery has been issued, at which time risk passes to the purchaser.

11. Service is at the risk of the purchaser from the time of delivery. If for any reason the purchaser will not accept delivery of any of the service when they are ready for delivery, or the supplier is unable to deliver the service on time because the purchaser has not provided appropriate instructions, documents, licenses or authorizations, risk in the service will pass to the purchaser (including for loss or damage caused by the supplier's negligence) from the moment of attempted delivery, the service will be deemed to have been delivered. The supplier may store any related goods until delivery whereupon the purchaser will be liable for all related costs and expenses (including without limitation storage and insurance).
12. If the service is to be delivered in installments, each delivery shall constitute a separate contract and failure by the supplier to deliver any one or more of the installments in accordance with these conditions or any claim by the purchaser in respect of any one or more installments shall not entitle the purchaser to treat the agreement as a whole as repudiated.

Title

13. Property of the goods in the service shall not pass to the purchaser until the supplier has received in full (in cash or cleared funds) all sums due to it in respect both of the service, and all other sums which are or which become due to the supplier from the purchaser on any account.
14. Until property of the goods in the service has passed to the purchaser the purchaser must:
 - store the goods (at no cost to the supplier) separately from all other goods of the purchaser or any third party in such a way as they remain readily identifiable as the supplier's property
 - not destroy, deface or obscure any identifying mark or packaging on or relating to the goods
 - maintain the goods in satisfactory condition
 - insure on the supplier's behalf for their full price against all risks to the reasonable satisfaction of the supplier.
 - On request the purchaser shall produce the policy of insurance to the supplier
 - Advise the supplier where the goods are stored
15. The supplier shall be entitled to recover payment for the goods notwithstanding that property has not passed from the supplier. The purchaser grants the suppliers, its agents and employees an irrevocable license during working hours, with 24 hours notice to enter any premises where the goods are or may be stored in order to inspect them or, where the purchaser's right to possession has terminated, to recover them. The purchaser shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the goods which remain the property of the supplier, but if the purchaser does so all monies owed by the purchaser to the supplier shall, without prejudice to any other right or remedy available to the supplier, forthwith become due and payable.

Warranties and Liability

16. All goods in the service are sold subject to the express warranty terms specified by the original manufacturer or supplier. The supplier will pass to the purchaser to the extent that it is able to do so, the benefit of such guarantee or warranty relating to the goods as it may receive from the manufacturer of the goods.
17. The supplier shall be under no liability to the purchaser under these terms and conditions, any agreement or otherwise for any loss or damage howsoever caused to the purchaser or any other person including, without limitation, any loss of profit, loss of earnings, damage to property, business interruption, damage to reputation or goodwill or any indirect, special or consequential loss or damage (save in respect of death or personal injury resulting from negligence) and any term, condition or representation to the contrary whether express or implied by statute, common law or otherwise is hereby expressly excluded as far as it is possible to exclude it, save for fraudulent misrepresentation

to which this exclusion shall not apply.

18. The liability of the supplier to the purchaser for any loss or damage of whatsoever nature and however caused shall be limited to and in no circumstances shall exceed the price paid by the purchaser for the service requested.
19. The supplier will remedy for free over a period of ninety days from the date of delivery all defective work provided directly by the supplier as part of the service.
20. Additional resources can be provided by the supplier's nominees to resolve resource conflicts.
21. A defective good will either be replaced with a good of the same or similar specification or will be repaired. If replacement or repair is not practicable, the supplier will credit the value of the defective good (as detailed on the invoice) to the purchaser. The supplier shall have no other liability in respect of defective goods.
22. Defective goods or work must be reported within seven working days of the delivery date by the purchaser, and will be acknowledged the next working day by the supplier.
23. All goods that are reported defective during the manufacturers warranty period, will need a RMA number and must be returned following the manufacturers RMA procedure, details of which can be provided to the purchaser on request. No goods may be returned except in pursuant to the RMA procedure.
24. No goods may be returned without a valid RMA number displayed in the packaging. Any defects discovered shall not entitle the purchaser to rescind the contract.
25. Transport charges, and any administration fees in pursuant of the RMA procedure shall be charged to the purchaser.

Privacy

26. In connection with the processing of any personal data the supplier will comply with the Data Protection Act 1998 including, without limitation, each Data Protection Principle contained in the 1998 Act and with all other applicable data protection legislation which is in force from time to time.
27. The information collected by the supplier may be used for the following purposes:
 - internal review for the supplier's own operational purposes
 - to improve the content of its website
 - to provide information to members on subjects requested by users
 - to customise the content and/or layout of its website for each individual user
 - to notify users about updates to the service and products available
 - we may disclose the information to our carefully selected and reputable commercial partners who will be offering compatible or complementary goods or service with us or through the Website, provided they undertake to exercise the same care with the data as we do ourselves
 - assessing the credit status of the purchaser, and to this end, may be disclosed to credit reference agencies.
28. If the purchaser does not wish to receive emails from the supplier at any time in the future, he should inform the supplier via notice.
29. The supplier will maintain documentation describing the purchaser in relation to the service only for the period of agreement, and for a period of up to ten years later, unless instructed not to do so in writing.
30. The supplier will maintain archive documentation relating to financial and other statutory obligations

for minimum statutory period. Normally seven years.

Changed Conditions

31. If any event or circumstances beyond the reasonable control of the supplier materially affects the extent of the work to be performed, or the manner, or the time the remuneration of the supplier and the time-scale for performance of the service shall be adjusted to such an extent as is fair and reasonable to take account of such matters, and the schedule modified accordingly.
32. The purchaser must notify in writing to the supplier of changes affecting service inventory seven days prior to next scheduled visit.

Ownership of Documents and Copyright

33. The Copyright in all drawings, reports, calculations and other documents provided by the supplier pursuant to or in connection with the service shall remain vested with the supplier. Provided all sums due to the the supplier have been paid in full, the purchaser shall have non-exclusive license to use the same solely for any purpose for which they were prepared, subject always to other provisions of this agreement. Save as aforesaid, the purchaser shall not make copies of such drawings, reports, calculations or other documents nor use the same for any purpose without the prior and written consent of the supplier, and upon such terms as may be agreed between the purchaser and supplier at that time.
34. The supplier may with the consent of the purchaser, which consent shall not be unreasonably withheld, publish alone or in conjunction with any other persons any articles, photographs or other illustrations relating to the service.

Service Performed for the Purchaser's Benefit

35. The supplier's performance of the service is solely for the benefit of the purchaser and the purchaser shall indemnify the supplier against any claims from third parties in respect of the service save to the extent that: -
 - the supplier has, without being requested to do so by the purchaser, furnished information or advice direct to such third parties
 - the supplier has, in writing, unconditionally authorised disclosure of information or advice to such third parties, subject always to the provisions of Liability clause.

Force Majeure

36. Neither party shall be deemed to be in breach of these Conditions or otherwise liable to the other party for any delay in performance or any non-performance of any obligations under these Conditions (and the time for performance shall be extended accordingly) if and to the extent that the delay or non-performance is due to circumstances beyond its reasonable control including without limitation flood, fire, earthquake, riots, industrial disputes (other than disputes with a party's employees) not arising through the fault of either party ("Force Majeure").

Donations

37. Free computers, and software if requested can be supplied by specific donation from companies to charities to provide some or all of the service.
38. The purchaser holds all rights, and obligations for specific donated items in the service.
39. All specific donated items will be initially located to the supplier's premises to perform data erasure

and reconditioning relating to the service only.

Professional Insurance

40. The supplier shall maintain professional indemnity insurance to support its liabilities with the limit of indemnity being on any one claim basis for a period of one year from the date of this agreement up to two-hundred and fifty thousand pounds.
41. As and when reasonably requested to do so, the supplier shall produce for inspection documentary evidence of such insurance in the form of a certificate.
42. The supplier shall maintain public liability on an any one claim basis, and products on an aggregate basis for up to one million pounds.
43. In the event that insurance becomes unavailable at commercially reasonable rates then the total liability shall not exceed the value associated with this agreement.
44. The purchaser shall indemnify and keep indemnified the supplier from and against all claims, demands, and proceedings damages, cost, charges, and expenses arising out of or in connection with this agreement in excess of the liability limit then in force.

Health and Safety

45. The supplier services are provided subject to its health and and safety policy drawn up in accordance with the requirements of current health and safety legislation.
46. The supplier will conduct works in accordance with the purchaser's safe system of work providing this is not in conflict with the suppliers own health and safety policy statement.

Accuracy of Information

47. The supplier shall be entitled to rely on the accuracy of drawings, data, information and statements given or made by the suppliers employees and agents and by any third parties through the purchaser. The supplier shall have no liability for any reports or advice which it may give to the extent that these are based on any such drawings, data information or statements which prove to be inaccurate.

Matters of Legal Significance

48. The supplier makes no representation whatsoever concerning the legal significance of its findings or as to other legal matters touched on in any reports or advice given by it including, but not limited to, questions of ownership of property or the application of any law to matters dealt with in any such reports or advice.

Consequential Loss

49. Neither the supplier, nor the purchaser shall be liable to the other for any indirect, special or consequential loss or damage whatsoever (including but not limited to lost profits, or interruption of business) arising out of or in connection with this agreement, whether or not the possibility of such loss or damage was known or foreseeable.

Sub-contracting

50. The supplier shall be entitled to sub-contract any of the service.
51. If the supplier considers that the purchaser should engage others the supplier shall have no liability in respect of or arising the purchasers engagement to others.

Assignment

52. Neither party may assign its interest in this agreement or any rights under or arising out of or in the connection with this agreement without prior written consent of the other party.

Suspension

53. The purchaser may at any time by giving not less than fourteen days notice to the supplier require the supplier to suspend performance of the service.
54. If the purchaser is in breach of any of its obligations under this agreement and such breach is not remedied for fourteen days the supplier may forthwith suspend performance of the service until fourteen days after such time as the breach is remedied.
55. In event of any suspension of the service the remuneration of the supplier and the time-scale for performance of the service shall be adjusted to such an extent as is fair and reasonable to take account of the disruption by the suspension.

Resumption

56. Subject always to the provisions of Termination, the purchaser shall give the supplier not less than fourteen days notice of its desire to have the supplier resume performance of the service.

Termination

57. The purchaser may at any time by giving not less than fourteen days notice to the supplier terminate the suppliers engagement.
58. Either party may terminate the suppliers engagement forthwith by notice to the other in the event of a material breach by the other of its obligations under this agreement which is irremediable, or where remediable, which the other shall have failed to remedy within fourteen days after receiving notice specifying the breach and requiring its remedy.
59. Either party may terminate the suppliers engagement forthwith by notice to the other if either party ceases to trade or enters into liquidation whether voluntary or compulsory (other than for the purposes of amalgamation or reconstruction) or compounds with its creditors or has a receiver, administrative receiver, administrator or nominee, supervisor or similar officer appointed over all or any of its assets or its undertaking or any part thereof or if resolution is passed relating to any aforementioned matters.
60. If any suspension of the service lasts for more than fourteen days, the supplier shall be entitled to terminate its engagement forthwith by notice to the purchaser.
61. Any termination of the supplier's engagement shall not prejudice or affect any rights or remedies accrued prior to or in consequence of the termination.
62. On any termination of the suppliers engagement, the supplier shall be entitled to payment for all service performed and costs incurred up to the date of termination on the basis set out in the schedules, and for taking such steps as reasonably necessary to bring an end to the service.
63. Save where termination arises because of the supplier's default or insolvency (or similar grounds) the supplier shall in addition to payment pursuant to Payment clauses be entitled to reasonable compensation for the termination of the engagement.

Disputes

64. In the event of any dispute arising out of or under or in connection with this agreement the purchaser

and supplier shall endeavour in good faith to resolve the same amicably. Any such dispute which is not so resolved may at any time be referred by either party to adjudication.

65. If either party is dissatisfied with the decision of the adjudicator such dispute or difference subject to the agreement of the purchaser and supplier may be referred to arbitration by a person agreed upon by the purchaser and supplier. Failing agreement to refer such a dispute the matter shall be referred to the courts.

Soliciting of Employees

66. Neither party shall solicit for employment or hire the employees of the other party involved in the management or performance of the service at any time after the date of this agreement until the expiry of one year after the completion of the service or one year after the earlier termination of the suppliers engagement.

Notice

67. All notices required to be given hereunder shall be given in writing to the recipient at the address stated on the face of these terms and conditions, or to such other address as the recipient may from time to time specify in writing by sending the same by prepaid postage, email or facsimile. All notices shall, if sent by post, be deemed to be delivered forty-eight hours after posting, and if sent by facsimile or e-mail, shall be deemed to have been received at the time of delivery as indicated on the activity report of the sender.

Waiver

68. No indulgence shown by either party to the other shall prevent that party subsequently insisting upon its rights and remedies under or in respect of this agreement. If either party shall expressly waive its rights in respect of any breach of this agreement, such waiver shall not operate as a waiver of any similar subsequent breach or any breach of any other provision of this agreement.
69. No delay or omission on the part of either party in exercising any right, power or remedy provided by law or under these terms and conditions shall impair such right, power or remedy or operate as a waiver thereof. The single or partial exercise of any right, power or remedy provided by law or under these terms and conditions shall not preclude any other further exercise thereof or the exercise of any other right, power or remedy. The rights, powers and remedies provided in these terms and conditions are cumulative and not exclusive of any rights, powers and remedies provided by law.

Severance

70. If any provision or part of a provision of this agreement shall become unenforceable, void or invalid (as the case may be) such provision or part thereof shall not affect and shall be deemed to be severed from the remainder of this agreement to the intent that the remainder of this agreement shall be or shall continue to be fully enforceable and valid.

Law

71. These terms and conditions and any amendments agreed in writing between the parties shall be governed and construed in accordance with English law and the parties submit to the jurisdiction of the English Courts in relation to all matters arising out of this agreement.

Contracts (Rights of Third Parties) Act 1999

72. Nothing in the agreement confers or purports to confer on any third party any benefit or any right to enforce any of this agreement.