

## **Terms and Conditions for the sale of Goods**

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### **1: Terms and Conditions for the sale of goods by Collective Purchasing Ltd (CP).**

1.1: The following Terms and Conditions override all previous terms and conditions. They apply to all orders for goods received by CP. Please note the term 'Goods' applies to all furniture and equipment, electrical goods, cleaning chemicals, and welcome packs sold by CP. (This list is not exhaustive).

1.2: Each order for goods will be deemed to be an offer by the customer to purchase the goods upon these Terms and Conditions (the 'Order'). A contract shall not be formed until the customer's order is accepted.

1.3: Acceptance will be confirmed in writing by CP

1.4: No variation of these terms and conditions will be accepted unless agreed in writing by both CP and the customer.

1.5: All sales of goods are subject to these terms and conditions.

1.6: We reserve the right to cancel any order without notice or reason.

### **2: Specifications:**

2.1: Specification: any document, howsoever described, including but not limited to, a quote or an order, containing the description for the goods, including any and all relevant details describing the goods and cost of the goods to be supplied and delivered.

2.2: The contract and the specification 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 CP which is not set out in the contract or the specification.

2.3: Any samples, drawings, descriptive matter or advertising issued by CP and any descriptions of the goods or illustrations or descriptions of the services contained in CP's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the services and/or goods described in them. They shall not form part of the contract or have any contractual force.

(a). We cannot guarantee accurate colour reproduction. Your Products colouring may vary slightly from images provided.

2.4: Within our Welcome Packs we reserve the right to substitute similar products due to stock availability.

2.5: These conditions apply:

(a) to the contract with the customer for the supply of goods and/or services by CP to the customer unless agreed otherwise in writing with the customer, and (b) 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.

2.6: Any specification given by CP is only valid for a period of 10 business days from its date of issue. Price given may change as per Clause 9.4.

2.7: Acceptance by the customer of delivery of the goods and/or performance of the services shall be deemed to constitute unqualified acceptance of these conditions and these conditions shall apply even in the absence of a written specification.

2.8: Our specification supplied to you will be may include sizing guides and / or colour variances

### **3: Customers Responsibility:**

3.1: Customers entering into transactions with CP expressly warrant that they are authorised to accept and are accepting these Terms and Conditions not only for themselves but also as agents for and on behalf of all other persons who are, or may become, interested in the Company's goods, whether in whole or part.

3.2: The customer must ensure that orders placed and specifications received represents as accurately as possible the desired goods required.

#### **4: Quality of Goods/Use of Goods:**

- 4.1: CP warrants that on delivery, the goods shall conform in all material respects with the specification and be free from material defects in design, material and workmanship.
- 4.2: The customer shall comply with any information and instructions supplied by CP or the manufacture or wholesaler relating to the use for which the goods are designed or have been tested or concerning conditions necessary to ensure that they will be safe and without risk to health at all times when they are being set, used, cleaned or maintained by any person at work, and the customer undertakes to take such steps as may be specified by the above information to ensure that as far as reasonably practicable the goods will be safe and without risk to health at all times.

#### **5: Delivery of Goods:**

- 5.1: CP will inform the customer of the expected delivery date and time of the goods but cannot be held responsible for non-performance in this matter.
- 5.2: Delivered goods must be inspected upon delivery where ever possible but at least within 4 hours after delivery.
- 5.3: In the unlikely event that you receive the wrong goods, or are missing items from your order, please notify us within 48 hours of receipt of goods. Failure to do so means we cannot accept responsibility after this time has passed.

#### **6: Damaged Goods:**

- 6.1: Should goods received be damaged the customer must inform CP via email to [shop@collectivepurchasing.co.uk](mailto:shop@collectivepurchasing.co.uk) within 48 hours of delivery. Failure to do so means we cannot accept responsibility after this time has passed.
- 6.2: The customer must provide evidence of damaged goods by way of a photograph.
- 6.3: The customer must put the damaged goods aside for collection in due course.
- 6.4: CP will arrange for the damaged goods to be returned and replaced as soon as possible.

#### **7: Limitation of Liability**

- 7.1: Collective Purchasing will not be liable for any losses or damage suffered by the customer including but not limited to business interruption, damage to neighbouring items, or loss of time due to the use or purchase of goods.
- 7.2: CP accepts no liability for any additional damage caused by failure to report a fault or defect in good time.

#### **8: Delivered goods unwanted or cancelled:**

- 8.1: For any cancelled or unwanted goods after delivery, subject to the customer wishes, CP must be notified within 48 hours of delivery via email to [shop@collectivepurchasing.co.uk](mailto:shop@collectivepurchasing.co.uk). We will endeavour to have the goods collected and re-stocked with 14 days of delivery.

(a) This right to return does not apply to any personalised or made to order goods.

- 8.2: Products must be unused and in their original packaging.
- 8.2: Charges for collection and delivery of such goods will be made at the time of the request and subject to a restocking fee.

#### **9: Price and Quotes for the supply of Goods:**

- 9.1: The price for the goods will be the price quoted at the time of the enquiry by the customer.
- 9.2: Price will include carriage charges, packaging charges and delivery charges where applicable.
- 9.3: Where possible Prices will be held for 10 days unless otherwise stated by CP.
- 9.4: CP reserve the right to change price without notice.

**10: CP Payment Terms – Credit details:**

- 10.1: All goods supplied on account are to be paid for within 30 days.
- 10.2: Payments from new or unknown customers will be requested in full before orders for goods are made.
- 10.3: CP reserve the right to use its discretion and vary requests for payment in certain circumstances.
- 10.4: Payments to be made direct to the company's bank, the details of which are clearly stated on invoices.
- 10.5: Credit will be offered to established customers and will be at the sole discretion of CP.
- 10.6: If any sum payable is not paid when due, CP will be entitled to suspend delivery of subsequent orders and any agreed discounts until the outstanding amount has been received.
- 10.7: If any sum payable is not paid when due for any reason whatsoever, the sum will bear interest from the due date until payment is made in full at 8% above the Bank of England base rate.

**11: Title and risk:**

- 11.1: The risk in the goods shall pass to the customer on completion of delivery or where applicable, once the goods have been delivered to the carrier appointed to deliver the goods to the customer.
- 11.2: Title to the goods shall not pass to the customer until CP has received cleared funds for the goods; and any other goods that CP has supplied to the customer in respect of which payment has become due.

**12: Warranty of Goods:**

- 12.1: Goods are supplied as described in each specification (subject to clause 2.3-2.8).
- 12.2: All warranties on goods are those offered by the manufacturers – CP offer no warranty on goods.
- 12.3: Should goods be defective, damaged or not fit for purpose due to defect or damage, CP reserve the right to use its discretion in choosing to repair or replace such goods.
- 12.4: The warranties in this Clause 12 do not apply to Goods that have not been paid for in full and/or any defect in the goods caused by the fault, negligence, or failure to use the goods for their normal intended purpose or failure to adhere to manufacturer instructions (including storage, use in incorrect environment, maintenance, de-scaling and cleaning).
- 12.5: Occasionally we will sell goods with no commercial warranty, we will notify you of this before purchase and these items will be exempt from any warranty upon delivery.

**13: Compliance with the Laws:**

- 13.1: In performing their respective obligations under this contract, each party shall comply with all applicable laws.

**14: Personalisation and made to order:**

- 14.1: Personalised or made to order items and uniforms cannot be returned.
- 14.2: We withhold the right to refuse orders at our sole discretion for (but not limited to)
- (a) Offensive words and slogans
  - (b) Offensive graphics and icons
  - (c) Copyright material
  - (d) Copyright images or phrases
- 14.3: By submitting a graphic, icon or image to us for any form or personalisation, you agree that you hold the authority or relevant permission or copyright to use said graphic, icon or image.

14.4: Any changes requested to orders placed for personalised or made to order items must be submitted in writing to [shop@collectivepurchasing.co.uk](mailto:shop@collectivepurchasing.co.uk) in order to be considered, this may not be possible and if possible, may incur additional costs and effect lead times which will be detailed to you in the event.

**15. Sale of age restricted items:**

15.1: We are required by law to verify the age of anyone wishing to purchase chefs knives, steak knives, certain chemicals and cream whipper bulbs.

15.2: Upon ordering we will ask you to verify in writing that you are over the age of 18 and that delivery will be accepted by someone over the age of 18.

15.3: Our suppliers use couriers that will require photographic proof of age at point of delivery if it is suspected that the recipient is under the legal age to comply with this law.

(a) If you are unable to provide this, your order will be cancelled and refunded

**16: General**

**16.1: Force majeure:**

Neither party shall be in breach of the contract nor liable for delay in performing, or failure to perform, any of its obligations under the contract if such delay or failure results from a force majeure event. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 2 months, the party not affected may terminate this agreement by giving 30 days' written notice to the affected party.

**16.2: Notices:**

(a) Any notice or other communication required to be given to a party under or in connection with this contract shall be sent by recorded delivery to the registered office address of the company. An email outlining the notice may also be sent.

(b) Any notice shall be deemed to have been duly received provided proof of delivery is received from the post office or the courier's delivery receipt is signed.

**16.3: Waiver:**

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

**16.4: 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.

**16.5: No partnership or agency:**

(a) Nothing in this contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

(b) By entering into this contract, CP does not directly or indirectly endorse the customer or any of the services or goods that the customer may provide or trade in. The customer will not in any way state or imply that this is an endorsement of the customer by CP. The customer shall not use any CP branding or logos unless specifically authorised to do so in writing by CP.

**16.6: Entire agreement:**

(a) The contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.

(b) Each party acknowledges that in entering into the contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misrepresentation based on any statement in the contract.

**16.7: Third parties:**

The contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of the contract.

**16.8: Variation:**

Except as set out in these conditions, no variation of the contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

**16.9: Conflict:**

If there is an inconsistency between any of the provisions in this contract and the goods and/or services specification or any terms and conditions issued by the customer, the conditions in this contract shall prevail.

**16.10: Dispute resolution:**

(a) All disputes arising out of or in connection with this contract shall to the extent possible be settled amicably by negotiation between the parties within 30 days from the date of written notice by either party of the existence of such a dispute.

(b) If the dispute is not resolved in accordance with clause 16.10 (a) the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. To initiate the mediation, a party must give notice in writing (alternative dispute resolution (ADR) notice) to the other party requesting the mediation. A copy of the request should be sent to CEDR Solve. The mediation will start not later than 60 days after the date of the ADR notice.

(c) No party may commence any court proceedings in relation to any dispute arising out of this contract until it has attempted to settle the dispute by mediation and either the mediation has terminated, or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

**16.11: Governing law and jurisdiction:**

This 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.

End.

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