

# Rooks Move

## TERMS & CONDITIONS

### 1. DEFINITIONS

"Company"	RM24 Ltd, T/A Rooks Move, The Workshop, Home Farm Business Centre, Minety, Malmesbury, SN16 9PL (reg'd office)
"Customer"	Any person, business or company purchasing Goods & Services from the Company
"Goods or Services"	Any item, product or work supplied or carried out by the Company for the Customer
"Contract"	Written agreement between the Company & Customer defining the Goods & Services to be supplied

### 2. GENERAL

The Company agrees to sell Goods or perform Services for the Customer only upon the following terms and conditions, which are deemed accepted on payment of first invoice. All tenders and quotations are submitted and all orders are accepted solely upon and subject to the following terms and conditions, and all other terms, warranties and conditions howsoever arising are excluded unless expressly accepted by the board of the Company in writing.

### 3. QUOTATIONS

- Written quotations in any form do not constitute a firm offer and are subject to confirmation only upon acceptance of order by the Company.
- Unless otherwise agreed in writing, quotations can only remain open for a period of 15 days from the date of quotation by the Company and the Customer must confirm their order in writing within the said 15 day period.

### 4. PRICES

All orders are accepted and quotations made on the basis of the Company's prevailing price list. Prices are firm for delivery within 7 days from receipt of written or verbal order, otherwise Goods/Services will be charged at prices applicable at date of delivery. All prices will be subject to addition of any relevant Government taxes or duties applicable at the date of delivery. The Company may apply RPI controlled price increases annually without further separate referral to the Customer.

### 5. DELIVERY

Time or dates for despatch and/or delivery are only approximate and shall not be the essence of the Contract, unless otherwise expressly stated. The Company shall not be liable for any loss or damage whatsoever arising from delay in completion of or the delivery of Goods/Services howsoever caused and the Customer shall not be entitled to cancel any order or refuse to accept delivery in the event of such a delay.

### 6. TERMS OF PAYMENT

Payment is due on delivery by BACS or cheque. Credit facilities are only available by prior application on the basis of payment strictly 15 days net from the date of invoice. In the event of late payment the Company reserves the right to charge interest on overdue amounts at the rate of 5% over Lloyds UK Bank Base Rate per calendar month from the due date to the receipt of payment. Failure to pay for any Goods/Services or for any delivery shall entitle the Company to suspend any further deliveries to the Customer without prejudice to any other rights the Company may have. The Company reserves the right where genuine doubts arise as to a Customer's financial position or in the case of failure to pay for any Goods/Services or any delivery as mentioned to suspend further deliveries without liability until payment or satisfactory security for payment has been provided.

### 7. PASSING OF RISK & TITLE

The risk in the Goods shall pass completely to the Customer at the point of delivery, but subject to clause 8 below and the Customer agrees to adequately insure the Goods at all times until the time of actual payment to the Company of the total amounts owing in respect of the Goods.

Customer shall keep the Goods as trustee for the Company and shall store the Goods in such a way that they are separately identifiable until payment made. Nevertheless, prior to the time of actual payment for the Goods, the Customer is entitled to use the Goods in the normal course of its business or to resell the Goods to third parties in the normal course of its business on the condition that any amounts received from third parties for the Goods are held by the Customer as trustees for the Company pending payment in full to the Company and the Customer hereby assigns to the Company all rights and claims that the Customer has against such third party.

If any payment is overdue the Company may recover and resell any or all of such Goods and may enter upon the Customer's premises for that purpose without prejudice to any of its other rights and remedies.

### 8. RISK & DAMAGE IN TRANSIT

From the time of collection of the Goods from the company the risk of any loss or damage or deterioration of Goods from whatever cause shall be borne by the Customer. If the Company undertakes delivery of the Goods it shall not be liable for any loss, damage, deviation, delay of the Goods in transit or for mis-delivery unless the Customer gives to the Company written notice of the complaint within 3 days of receipt of Goods and that:

- The Customer inspects the Goods immediately on arrival at the premises
- The Customer is given an opportunity to inspect the Goods before any use is made of them.

If a complaint is not made to the Company as provided by this condition, then the Goods shall be deemed to be in all respects in accordance with the order, and the Customer shall

be bound to pay for same accordingly. For the purposes of this paragraph, notification by fax shall be deemed to be written notice.

### 9. RETURNS/CANCELLATIONS/REPLACEMENTS

- No Contract shall be cancelled once accepted by the Company nor shall any delivered Goods in accordance with the Contract be returned without prior written approval of the Company and on terms to be determined at the absolute discretion of the board of the Company.
- Unless the Company at its discretion decides otherwise, if the Company agrees to accept the return of any such Goods then:
  - A Goods return number must be obtained from the Company and be clearly shown on the returned parcels and must be returned in the original manufacturer's packaging (which shall not be defaced) complete with accessories, manuals and documentation. Software packages must be returned unopened with the software seal intact. Except in the case of faulty Goods, returned items not complying with these requirements will be rejected.
  - The Customer shall be liable for the cost of remedying any damage to the Goods returned where such damage has, in the opinion of the Company, been caused by the Goods being inadequately packaged by the Customer or through the Customer's fault.
  - Where the Company accepts the return of Goods, the Company reserves the right to make a handling and restocking charge of 25% on Goods which are returned if they were ordered in error or are no longer required by the Customer.
- Any claim by the Customer which is based on any defect in the quality or condition of the Goods or their failure to correspond with the specification shall (whether or not delivery is refused by the Customer) be notified in writing to the Company within 5 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is accepted and the Customer does not notify the Company accordingly, the Customer shall not be entitled to reject the Goods and the Company shall have no liability for such defect or failure, and the Customer shall be bound to pay the price as if the Goods had been delivered in accordance with the terms of the Contract.
- Where any valid claim in respect of any of the Goods which is based on any defect in the quality or conditions of the Goods or their failure to meet specification is notified in writing to the Company in accordance with these conditions, the Company shall be entitled to replace the Goods (or any part thereof) free of charge or at the Company's sole discretion, refund to the Customer the price of the Goods (or a proportionate part of the price), but the Company shall have no further liability to the Customer.
- The Company shall not give any credit for returned Goods where the Company deems the Goods not to be faulty unless otherwise agreed in writing by the Company.
- Any Goods in respect of which any claim of defect or damage is made by the Customer shall be preserved by the Customer intact together with the original packaging at the Customer's risk and shall at the request of the Company be:
  - retained by the Customer for a reasonable period to enable the Company or its agent to inspect the Goods; or
  - collected from the Customer by the Company if the Goods are defective.

### 10. INSOLVENCY

If the Customer commits an act of bankruptcy or becomes insolvent or makes any composition or arrangement with his or its creditors or being a limited company is placed in liquidation or suffers a receiver or administrator to be appointed the Company may without liability or notice and without prejudice to its other rights determine any Contract with the Customer who shall bear any loss resulting from a re-sale of the Goods comprised therein. In respect of all debts due from the Customer under this or any other Contract the Company shall be entitled to a general lien on all Goods and property and apply the proceeds towards such debts as it deems fit.

### 11. FORCE MAJEURE

The Company shall not in any circumstances be liable for its failure to perform any Contract if such failure arises wholly or partly as a result of any of the following: Inability to secure labour, materials or supplies as a result of any act of God, war, riots or civil disturbance, strike, lockout or other labour dispute, fire, flood, drought or accident, legislation, requisitioning or other act or order by any government department, council or other duly constituted authority, or of any other cause (whether of the above mentioned classes or not) beyond the Company's control. In such event, no liability shall attach to the Company by reason of cancellation or variation of any Contract. The Company reserves the right to suspend deliveries wholly or partially and time of such suspension to be added to the original Contract in the event of stoppage, delay or interruption of work in the establishment of the Company during the delivery period as a result of any of the causes set out above or any cause whatsoever beyond the control of the Company.

### 12. COMPANY'S CONDITIONS TO PREVAIL

These terms and Conditions shall override any terms or conditions sought to be incorporated by the Customer in the Contract in the event of the Customer's terms and conditions containing clauses which are inconsistent with or which purport to exclude the Company's conditions in any manner, such clauses shall be of no effect and the Company's Terms and Conditions shall prevail.

### 13. ENGLISH LAW

These Terms and Conditions shall be in all respects construed and governed in accordance with English Law.