



Harrow Business Services Ltd

Conditions of Sale



A Good Deal. Easier.
From a family run company, since 1973



1. **Introduction** The following conditions apply to the sale, loan, hire, servicing or repair of goods supplied by Harrow Business Services Ltd, hereinafter called "the Company". These conditions supersede any earlier conditions of the Company and apply to all contracts and override all conditions stipulated by the Buyer and any other agreements between the parties relating to the subject matter hereof are hereby terminated. No alterations or addition to, nor exclusion of, any part of these conditions shall be applicable unless in writing by a Director of the Company.
2. **Meanings** The word "Buyer" shall include buyer, borrower, hirer, lessees, owner or any other person who is in charge of the goods. The word "goods" shall include stationery, including envelopes and paper, educational supplies, office supplies, furniture, seating, fit-out and equipment including spare parts and other items supplied, serviced, repaired, loaned or hired by "the Company". The singular shall include the plural as also the masculine shall include the feminine and vice versa.
3. **Prices and Terms of Payment** Charges for goods or services supplied shall be paid in full on or before delivery or completion unless the Buyer has an agreed credit account with the Company. Where the Buyer has an account, payment shall be made by the 20th of the month following the month of the invoice. If payment is delayed, the Company reserves the right to charge interest on monies outstanding at the rate of 2.5% per month or part month which shall be due for payment immediately. The Director/Directors of limited liability companies, public limited companies and the Partner/Partners of limited liability partnerships are obligated and guarantee both personally and severally to pay any debts remaining unpaid through the default of their company or partnership and that this forms the basis of any credit account facility. The Company may close the Buyer's account at any time at its discretion and all amounts owed will become immediately due. In the case of overdue monies we reserve the right to place the account on hold and suspend any orders or any work placed with us until such monies are paid. The Company (or Companies within the partnership) reserve the right to offset any monies owed to the customer against any monies due to the Company (or Companies within the partnership) however they may have arisen. The Company is not a registered High Value Dealer and will only receive cash payments in accordance with current legislation.
4. **Collection of Account** In the event of an account being overdue the Buyer shall be responsible to indemnify the Company for costs incurred in collecting the amount including charges payable to debt collectors, solicitors etc. on a full indemnity basis. This includes the cost of legal action against the Buyer in order to obtain payment of outstanding accounts. The Buyer is responsible to pay the Company for any bank or other charges incurred on unpaid or returned cheques.
5. **Retentions** In the event of an account going overdue any outstanding retention monies will become immediately due for payment.
6. **Delivery/Storage** Any time named by the Company for delivery is given in good faith and an estimate only, and while every effort will be made to deliver on time, the Company will not be liable for the consequences of any delay, or non-delivery for whatever reasons. Claims in respect of short deliveries, packing errors or damage to goods in transit must be notified immediately by telephone and in writing within 3 days of receipt of goods. Claims for non-delivery must also be made within 3 days of invoice. Storage will be charged on goods we have to store beyond the agreed delivery/collection date. In the event of refused deliveries or any subsequent change in delivery address or split deliveries may involve extra charges. All goods held in storage for the Buyer shall be held at the Customer's risk and they are responsible for their insurance.
7. **Returns** All goods must be returned in a saleable condition.
Stock Items: Requests for return of stock items must be notified within 3 days of receipt of goods. Please note that a re-stocking charge may apply.
Non-Stock Items: Requests for return of non-stock items are in accordance with our suppliers' terms and conditions. In most cases a re-stocking charge will apply and some products are non-returnable items, so please take care to ensure you are ordering the correct product(s) for your needs. If in doubt, we strongly recommend you check on the returns criteria of the product before placing the order. Bespoke items are by their nature non-returnable.
8. **Cancellation or Quantity Reductions** Cancellation or reduction in quantities on orders must be given in writing. Any additional costs incurred will be invoiced accordingly. Should the buyer cancel an order at any stage the Buyer will pay for all work done and all costs incurred up to that point including any materials ordered for the production of that order, if the materials can be fully utilised by the Company, then the Company and the Buyer will negotiate a fair settlement for the said materials.
9. **Title** The property in the goods shall only pass to the Buyer,
10. **Specification of Goods: Defects** It is the responsibility of the Buyer to examine goods for defects in materials and/or workmanship which are likely to cause damage or injury. Illustrations, descriptions, weights and measurements are to be taken as a guide only and are not binding in detail. The Company reserves the right without notice and without affecting the validity of the contract, to make such changes in materials, dimensions and design as are reasonable or desirable.
11. **Design, Drawings and Copyright** All drawings submitted as part of a tender, quotation or any other submission remain the property of the Company at all times. No part of any drawing provided may be reproduced or transmitted in any form or by any means; electronic or mechanical, including photocopying, without prior permission in writing from the Company. If this is not fully adhered to, the Company reserves the right to invoice 10% of the estimated total project value. All dimensions and details provided on submitted drawings are approximate and must be checked on site.
12. **Installation** Where assembly of the goods is not done by the Company, the party assembling the goods must follow the instructions supplied with the goods. Failure to do so will invalidate the Company's liability for damage.
13. **Advice, Information and Opinion** Advice, information and opinion given by any Director, employee or agent of the Company is given without legal responsibility. Any recommendation or suggestion relating to the use of the goods made by the Company either in technical literature or in specific enquiry, is given in good faith, but it is for the Buyer to satisfy himself of the suitability of the goods for his particular purpose, and he shall be deemed to have done so.
14. **Health and Safety** The Buyer undertakes for the purposes of the Health and Safety at Work Act, etc. 1974 that it will take all necessary steps to ensure so far as is reasonably practicable that the goods will be safe and without risk to health when properly used and acknowledges that responsibility for compliance with any applicable health and safety or fire regulations upon the assembly and installation of the goods shall lie entirely with the Buyer.
15. **Limit of Liability** Notwithstanding any other provisions in these terms; nothing in these terms shall exclude or limit either party's liability for death or personal injury resulting from that party's negligence. The Company shall not be liable for damage or injury caused by its goods or workmanship beyond replacement of the goods or work on verification of the Buyer's complaint, when the goods are supplied to a territory outside the U.K. the liability of the Company shall not exceed in any event the liability which it would have incurred under the law. The Company shall not be liable for any consequential loss caused by its failure or delay in servicing, repairing, supplying or installing goods or equipment whether the loss arises from the actions or omissions of the Company, its servants, agents or subcontractors.
16. **Call Offs** These are provided on a maximum term of eighteen months and the Company reserves the right to clear outstanding balances not taken within that period.
17. **Credit Notes/Credit Balances** Any credits or credit balances will be available for use for a period of eighteen months after they have been initially issued or made available after which it will be cancelled.
18. **Specific Terms** Certain projects or contracts may have specific conditions that apply and in cases of conflict will supersede the respective clause in these Conditions.
19. **Guarantees** Guarantees given shall not be applicable outside mainland U.K. unless expressly stated otherwise by the Company in writing. Any guarantee given will be invalidated if the goods are subject to misuse or accident after the Buyer has taken delivery.
20. **Telephone** Calls may be monitored or recorded for quality or training purposes.
21. **Governing Law** Any contract between the Buyer and the Company shall be construed in accordance with the Law of England. The Buyer agrees to submit to the jurisdiction of the Courts of Law in England in respect thereof.