

# **STANDARD TERMS AND CONDITIONS**

## **FOR SALE OF GOODS OF PHR Limited (t/a Dancing Bee)**

### **1 DEFINITIONS**

In this document the following words shall have the following meanings:

1.1 "Buyer" means the organisation or person who buys Goods from the Seller;

1.2 "Goods" means the articles to be supplied to the Buyer by the Seller;

1.3 "Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property wherever in the world enforceable;

1.4 "List Price" means the list of prices of the Goods maintained by the Seller as amended from time to time;

1.5 "Seller" means: PHR media (t/a Dancing Bee), 7 Church Lane, Long Clawson, Melton Mowbray, Leics, LE14 4ND

### **2 GENERAL**

2.1 These Terms and Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions referred to, offered or relied on by the Buyer whether in negotiation or at any stage in the dealings between the parties, including any standard or printed terms tendered by the Buyer, unless the Buyer specifically states in writing, separately from such terms, that it wishes such terms to apply and this has been acknowledged by the Seller in writing.

2.2 Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

### **3 PRICE AND PAYMENT**

3.1 The price shall be that in the Seller's current List Price, or such other price as the parties may agree in writing. The price is exclusive of VAT or any other applicable costs. Carriage shall be paid for by the BUYER

3.2 Payment of the price and VAT and any other applicable costs shall be due within 30 days of the date of receipt of the invoice supplied by the Seller.

3.3 The Seller shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 2% per annum above the base rate of the Bank of England.

3.4 If payment of the price or any part thereof is not made by the due date, the Seller shall be entitled to:

3.4.1 require payment in advance of delivery in relation to any Goods not previously delivered;

3.4.2 refuse to make delivery of any undelivered Goods whether ordered under the contract or not and without incurring any liability whatever to the Buyer for non-delivery or any delay in delivery;

3.4.3 terminate the contract.

#### **4 CANCELLATION AND REFUND POLICY**

The buyer will have the right to cancel their transaction within 3 days of receiving their goods, providing they are unopened. They will receive a full refund on return of any goods returned undamaged and in the original packaging.

#### **5 DESCRIPTION**

Any description given or applied to the Goods is given by way of identification only and the use of such description shall not constitute a sale by description. For the avoidance of doubt, the Buyer hereby affirms that it does not in any way rely on any description when entering into the contract.

#### **6 SAMPLE**

Where a sample of the Goods is shown to and inspected by the Buyer, the parties hereto accept that such a sample is so shown and inspected for the sole purpose of enabling the Buyer to judge for itself the quality of the bulk, and not so as to constitute a sale by sample.

#### **7 DELIVERY**

7.1 Unless otherwise agreed in writing, delivery of the Goods shall take place at the address specified by the Buyer on the date specified by the Seller. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

7.2 The date of delivery specified by the Seller is an estimate only. Time for delivery shall not be of the essence of the contract.

7.3 If the Seller is unable to deliver the Goods for reasons beyond its control, then the Seller shall be entitled to place the Goods in storage until such times as delivery may be effected and the Buyer shall be liable for any expense associated with such storage.

7.4 The Buyer shall be entitled to replacement Goods where the Goods have been damaged during transportation. The Buyer must notify the Seller of the damage within 24 hours of delivery.

## **8 RISK**

Risk in the Goods shall pass to the Buyer at the moment the Goods are dispatched from the Seller`s premises. Where the Buyer chooses to collect the Goods itself, risk will pass when the Goods are entrusted to it or set aside for its collection, whichever happens first.

## **9 TITLE**

Title in the Goods shall not pass to the Buyer until the Seller has been paid in full for the Goods.

## **10 WARRANTY**

10.1 Where the Goods have been manufactured by the Seller and are found to be defective, the Seller shall in its sole discretion, replace defective Goods free of charge within 30 DAYS from the date of delivery, subject to the following conditions:

10.1.1 the Buyer notifying the Seller in writing immediately upon the defect becoming apparent;

10.1.2 the defect being due to the faulty design, materials or workmanship of the Seller.

10.2 Any Goods to be repaired or replaced shall be returned to the Seller at the Buyer`s expense, if so requested by the Seller.

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