

## AGREED TERMS

### 1. About us

- 1.1 **Company details.** Connexus Networks Limited (company number 05454004) (**we and us**), is a limited company registered in England and Wales and our registered office and main trading address is at Unit 202 Stonehouse Business Park, Sperry Way, Stonehouse, Gloucestershire, GL10 3UT. Our VAT number is 862203155. We operate the website [www.ipoffice-direct.co.uk](http://www.ipoffice-direct.co.uk).
- 1.2 **Contacting us.** To contact us, telephone our customer service team on 0800 280 2280, or email us at [sales@ipoffice-direct.co.uk](mailto:sales@ipoffice-direct.co.uk). How to give us formal notice of any matter under the Contract is set out in clause 15.2.

### 2. Our contract with you

- 2.1 **Our contract.** These terms and conditions (**Terms**) apply to the order by you and supply of goods by us to you (**Contract**). No other terms are implied by trade, custom, practice or course of dealing.
- 2.2 **Entire agreement.** The Contract is the entire agreement between us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty that is not set out in the Contract.
- 2.3 **Language.** These Terms and the Contract are made only in the English language.
- 2.4 **Your copy.** You should print a copy of these Terms or save them to your computer for future reference.

### 3. Placing an order and its acceptance

- 3.1 **Placing your order.** Please follow the onscreen prompts to place an order. Each order is an offer by you to buy the goods specified in the order (**Goods**) subject to these Terms.
- 3.2 **Correcting input errors.** Our order process allows you to check and amend any errors before submitting your order to us. Please check the order carefully before confirming it. You are responsible for ensuring that your order (and, if relevant, any specification submitted by you) is complete and accurate.
- 3.3 **Acknowledging receipt of your order.** After you place an order, you will receive an email from us acknowledging that we have received it, but please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 3.4.
- 3.4 **Accepting your order.** We will confirm our acceptance to you by sending you an email that confirms that the Goods have been dispatched (**Dispatch Confirmation**). The Contract between you and us will only be formed when we send you the Dispatch Confirmation.
- 3.5 **If we cannot accept your order.** If we are unable to supply you with the Goods for any reason (for example, if we have made a mistake in relation to the price (see further clause 8.5 below), the Goods are out of stock, there is an error on our website, or payment for a previous order from you is still outstanding), then we will inform you of this by email and we will not process your order. If you have

already paid for the Goods, we will refund you the full amount including any delivery costs charged as soon as possible.

#### **4. Our goods**

- 4.1 The images of the Goods on our site are for illustrative purposes only. Although we have made every effort to ensure that any graphical representations and descriptions of the Goods on our site are accurate, we cannot guarantee that your computer's display of these will accurately reflect the Goods, and therefore the Goods may vary slightly from those images.
- 4.2 The packaging of your Goods may vary from that shown on images on our site.
- 4.3 We reserve the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirement.

#### **5. Return and refund**

- 5.1 You may cancel the Contract and receive a refund, if you notify us as set out in clause 5.3 within 14 days of your decision to cancel the Contract.
- 5.2 However, this cancellation right does not apply in the case of:
- (a) Goods which have been sold at a discount to reflect any reduction in their quality when compared with full-price Goods of the same type or nature;
  - (b) sealed audio or sealed video recordings or sealed computer software, once these Goods are unsealed after you receive them; or
  - (c) any Goods which become mixed inseparably with other items after their delivery.
- 5.3 To cancel the Contract, please email us at [sales@ipoffice-direct.co.uk](mailto:sales@ipoffice-direct.co.uk) or contact our Customer Services team by telephone on 0800 280 2280, or by post at Unit 202 Stonehouse Business Park, Sperry Way, Stonehouse, Gloucestershire, GL10 3UT. If you are emailing us or writing to us, please include details of your order to help us to identify it. If you send us your cancellation notice by email or by post, then your cancellation is effective from the date you send us the email or post the letter to us. For example, you will have given us notice in time as long as you get your letter into the last post on the last day of the cancellation period or email us before midnight on that day.
- 5.4 If you have returned the Goods to us under this clause 5 because they are faulty or mis-described, we will refund the price of the Goods and will refund you on the credit card or debit card used by you to pay, where applicable.
- 5.5 If Goods have been delivered to you before you decide to cancel the Contract, then you must return them to us by sending them back without undue delay, and in any event not later than 14 days after the day on which you let us know that you wish to cancel the Contract. Please see our Returns details page [Guarantee/ Fault Process/ Complaints](#) for our returns address and information about how to arrange a return.

#### **6. Delivery, transfer of risk and title**

- 6.1 We will contact you with an estimated delivery date, which will be within two days after the date of Dispatch Confirmation. Time of delivery is not of the essence. Occasionally our delivery to you may

be affected by an Event Outside Our Control. See clause 14 (Events outside our control) for our responsibilities when this happens.

- 6.2 Delivery is complete once the Goods have been unloaded at the address for delivery set out in your order and the Goods will be at your risk from that time.
- 6.3 Title to the Goods shall not pass to you until we receive payment in full (in cash or cleared funds) for the Goods and any other goods that we have supplied to you in respect of which payment has become due (in each case, including all delivery charges), in which case title to the Goods shall pass at the time of payment of all such sums.
- 6.4 Until title to the Goods has passed to you, you shall:
- (a) store the Goods separately from all other goods held by you so that they remain readily identifiable as our property;
  - (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
  - (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
  - (d) notify us immediately if you become subject to any of the events listed in clause 13.1(c) to 13.1(e) inclusive; and
  - (e) give us such information relating to the Goods as we may require from time to time.
- 6.5 Subject to clause 6.6, you may resell or use the Goods in the ordinary course of your business (but not otherwise) before we receive payment for the Goods. However, if you resell the Goods before that time:
- (a) you do so as principal and not as our agent; and
  - (b) title to the Goods shall pass from us to you immediately before the time at which resale by you occurs.
- 6.6 If before title to the Goods passes to you, you become subject to any of the events listed in clause 13.1(c) to 13.1(e) inclusive, then, without limiting any other right or remedy we may have:
- (a) your right to resell the Goods or use them in the ordinary course of your business ceases immediately; and
  - (b) we may at any time:
    - (i) require you to deliver up all Goods in your possession that have not been resold, or irrevocably incorporated into another product; and
    - (ii) if you fail to do so promptly, enter any premises of yours or of any third party where the Goods are stored in order to recover them.
- 6.7 If we fail to deliver the Goods, our liability is limited to the cost of obtaining replacement goods of a similar description and quality in the cheapest market available, less the price of the Goods. However, we will not be liable to the extent that any failure to deliver was caused by an Event Outside Our Control, or because you failed to provide adequate delivery instructions or any other instructions that are relevant to the supply of goods.

6.8 If you fail to take delivery within 10 days after the day on which we notified you that the Goods were ready for delivery, we may resell part of, or all the Goods and after deducting any reasonable storage and selling costs, account to you for any excess over the price of the Goods or charge you for any shortfall below the price of the Goods.

## **7. No international delivery**

7.1 Unfortunately, we do not deliver to addresses outside the UK.

7.2 You may place an order for Goods from outside the UK, but this order must be for delivery to an address in the UK.

## **8. Price of goods and delivery charges**

8.1 The prices of the Goods will be as quoted on our site at the time you submit your order. We take all reasonable care to ensure that the prices of Goods are correct at the time when the relevant information was entered onto the system. However, please see clause 8.5 for what happens if we discover an error in the price of Goods you ordered.

8.2 Prices for our Goods may change from time to time, but changes will not affect any order you have already placed.

8.3 The price of Goods excludes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Goods in full before the change in VAT takes effect.

8.4 The price of the Goods does not include delivery charges. Our delivery charges are as advised to you during the check-out process, before you confirm your order.

8.5 We sell a large number of Goods through our site. It is always possible that, despite our reasonable efforts, some of the Goods on our site may be incorrectly priced. If we discover an error in the price of the Goods you have ordered we will contact you to inform you of this error and we will give you the option of continuing to purchase the Goods at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. If we mistakenly accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may cancel supply of the Goods and refund you any sums you have paid.

## **9. How to pay**

9.1 You can only pay for Goods using a debit card or credit card (Visa or Mastercard only), via PayPal, or with a banker's draft.

9.2 Payment for the Goods and all applicable delivery charges is on order, unless we have agreed otherwise with you in writing. We will not charge your debit card or credit card until we dispatch your Goods, or where we have agreed in writing with you to defer payment until after you have placed your order, payment is due on the date shown on our invoice for the Goods, and:

- (a) all such payments will be made to us in full (including VAT and all applicable delivery charges) and in cleared funds on the date shown on the invoice, and time for payment shall be of the essence; and
- (b) if you fail to make any payment due to us under this agreement by the due date for payment, then you shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. You shall pay the interest together with the overdue amount.

9.3 You shall pay all amounts due under this agreement in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). We may at any time, without limiting any other rights or remedies we may have, set off any amount owing to us by you against any amount payable by us to you.

## 10. **Manufacturer's guarantee**

Some of the Goods we sell to you come with a manufacturer's guarantee. For details of the applicable terms and conditions, please refer to the manufacturer's guarantee provided with the Goods.

## 11. **Our warranty for the goods**

11.1 The Goods are intended for use only in the UK. We do not warrant that the Goods comply with the laws, regulations or standards outside the UK.

11.2 We provide a warranty that on delivery, the Goods shall subject to clause 4, conform in all material respects with their description.

11.3 Subject to clause 11.4, if:

- (a) you give us notice in writing within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 11.2;
- (b) we are given a reasonable opportunity of examining the Goods; and
- (c) if we ask you to do so, you return the Goods to us at our cost,

we will, at our option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

11.4 We will not be liable for breach of the warranty set out in clause 11.2 if:

- (a) you make any further use of the Goods after giving notice to us under clause 11.3;
- (b) the defect arises as a result of us following any drawing, design, specification or instruction supplied by you;
- (c) you alter or repair the Goods without our written consent;
- (d) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
- (e) the Goods differ from their description or specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

- 11.5 We will only be liable to you for the Goods' failure to comply with the warranty set out in clause 11.2 to the extent set out in this clause 11.
- 11.6 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 11.7 These Terms also apply to any repaired or replacement Goods supplied by us to you.

## **12. Our liability: your attention is particularly drawn to this clause**

- 12.1 We only supply the Goods for internal use by your business.
- 12.2 Nothing in these Terms limits or excludes our liability for:
- (a) death or personal injury caused by our negligence;
  - (b) fraud or fraudulent misrepresentation;
  - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
  - (d) any other liability that cannot be limited or excluded by law.
- 12.3 Subject to clause 12.2, we will under no circumstances be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- (a) any loss of profits, sales, business, or revenue; or
  - (b) loss or corruption of data, information or software; or
  - (c) loss of business opportunity; or
  - (d) loss of anticipated savings; or
  - (e) loss of goodwill; or
  - (f) any indirect or consequential loss.
- 12.4 Subject to clause 12.2, our total liability to you for all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will in no circumstances exceed 120% of the price of the Goods.
- 12.5 Except as expressly stated in these Terms, we do not give any representations, warranties or undertakings in relation to the Goods. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Goods are suitable for your purposes.

## **13. Termination**

- 13.1 Without limiting any of our other rights, we may suspend the supply or delivery of the Goods to you, or terminate the Contract with immediate effect by giving written notice to you if:
- (a) you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within 30 days of you being notified in writing to do so;

- (b) you fail to pay any amount due under the Contract on the due date for payment;
- (c) you take any step or action in connection with you entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (d) you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or
- (e) your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.

13.2 Termination of the Contract shall not affect your or our rights and remedies that have accrued as at termination.

13.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

#### **14. Events outside our control**

14.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (**Event Outside Our Control**).

14.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:

- (a) we will contact you as soon as reasonably possible to notify you; and
- (b) our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Goods to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

14.3 You may cancel the Contract affected by an Event Outside Our Control. To cancel please contact us. If you opt to cancel, you will have to return (at our cost) any relevant Goods you have already received and we will refund the price you have paid, including any delivery charges.

#### **15. Communications between us**

15.1 When we refer to "in writing" in these Terms, this includes email.

15.2 Any notice or other communication given by one of us to the other under or in connection with the Contract must be in writing and be delivered personally, sent by pre-paid first class post or other next working day delivery service, or email.

15.3 A notice or other communication is deemed to have been received:

- (a) if delivered personally, on signature of a delivery receipt or at the time the notice is left at the proper address;

- (b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; or
- (c) if sent by email, at 9.00 am the next working day after transmission.

15.4 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

15.5 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

## 16. How we may use your personal information

We will only use your personal information as set out in our Privacy Policy [IP Office Direct Privacy Notice](#).

## 17. General

### 17.1 Assignment and transfer.

- (a) We may assign or transfer our rights and obligations under the Contract to another entity.
- (b) You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.

17.2 **Variation.** Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).

17.3 **Waiver.** If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.

17.4 **Severance.** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

17.5 **Third party rights.** The Contract is between you and us. No other person has any rights to enforce any of its terms.

17.6 **Governing law and jurisdiction.** This Contract is governed by English law and each party irrevocably agrees to submit all disputes arising out of or in connection with this Contract to the exclusive jurisdiction of the English courts.