

TERMS AND CONDITIONS OF SALE OF SKILLS FOR LIFE MATERIALS LLP

YOU SHOULD PRINT OUT A COPY OF THESE TERMS AND CONDITIONS OF SALE AND ANY ORDER YOU PLACE FOR FUTURE REFERENCE.

GENERAL

1.1 In these Terms and Conditions:-

“Contract” means the contract between you and us for the sale and purchase of the products ordered by you using our website

“products” means those items you have ordered in accordance with paragraph 3

“we”, “us” or “our” means Skills for Life Materials LLP (Registration Number: OC349287) and whose registered office is at Lees Farm, English Frankton, Ellesmere, Shropshire, SY12 JX

“working day” means any day except a Saturday or Sunday or public or bank holiday in England

“you” or “your” means you as the user of our website and/or the buyer of any of our products

1.2 You confirm that you will not be buying the products as a consumer under any applicable legislation.

1.3 We reserve the right in our absolute discretion to refuse access to or change the content of our website, reject any order or terminate any account you may open with us

1.4 We may change the terms and conditions relating to the sale of our products from time to time. If we do so, we will post the changes on our website. You will be responsible for reading these Terms and Conditions each time you use this website, and your continued use of it will confirm your agreement to be bound by the terms and conditions which apply when you use the website or place any order with us

1.5 If you are not an individual, you confirm that you have full power and authority to bind any business, company or organisation on whose behalf you place any order

1.6 We only deliver products to delivery addresses in mainland United Kingdom. You must be resident in or your principal place of business must be in mainland United Kingdom if you wish to place an order to buy any products and that address must appear in your order. When you state that address in your order it will be a representation by you that you reside in or your principal place of business is in mainland United Kingdom, and we will be relying on that representation if we accept your order

YOUR ORDER AND ACCOUNT

2.1 You must ensure that all information you supply to us in relation to your order and account with us is complete and accurate and that you inform us of any change in that information

2.2 If you are paying for the products and delivery charges through PayPal, you must also ensure that your account with PayPal, is complete and accurate and that you inform PayPal of any change in that information. You are responsible for protecting and maintaining the confidentiality of your log in name, customer reference number and password to your account and ensuring that there is no unauthorised access to or use of your account. If you think that anyone has unauthorised access to your account, you must inform PayPal immediately. You will be liable for all transactions that occur using your log in name, customer reference number and password

2.3 Products ordered are subject to availability. If they are not in stock when you place your order, we will inform you of that as soon as reasonably practicable and refund or re-credit you for any amount you have paid or has been debited from your credit or bank debit card for any products

ORDERS

3.1 Please see the relevant product on how to place an order and delivery arrangements

3.2 Any order you place to buy any products featured on our website is your offer to us to buy the products. We will send you an email, to the email address you provide in your order, acknowledging your offer and confirming details of your order. However, that email will not be acceptance of your order. There will be a legally binding contract between you and us for us to sell and you to buy the products referred to in your order on despatch to you of the products ordered, unless we have notified you that your order is not accepted or we have cancelled the Contract under paragraph 9 or you have cancelled it under paragraph 4.1

PRICE AND PAYMENT

4.1 The price of the products you order will be the price for them displayed on our website when you place your order for them plus delivery charges as set out in the order form. Prices include VAT, where chargeable, at the applicable current rates. However, errors may occur and incorrect prices for products you have ordered may be shown on our website. We will let you know if we discover any error in the price of those products and give you the option of confirming your order, at the correct price, or cancelling it. If we cannot contact you, the order will be treated as having been cancelled. If it is cancelled and you have paid for the products, a full refund will be made

4.2 Unless we otherwise agree in writing, all prices for products shown on the website are for delivery of the products to you at your UK mainland address stated in your order. If we are to deliver the products to you elsewhere, you must contact us to obtain details of our delivery charges which must be paid in addition to the price. Unless we otherwise specify, the price includes packing them in accordance with our standard practice.

4.3 Payment can be made by Credit Card via PayPal. If you wish to pay by any other means please see Payment Methods or contact us on 01939 270768 or info@sflmaterials.co.uk. You undertake that all details that you provide to us or PayPal will be correct, that the credit or debit card used belongs to the person submitting the order or is used with the authority of the owner of the card and that

there are sufficient funds or credit facilities to cover the sums payable. We reserve the right to obtain validation of any credit or debit card details before accepting any order

4.4 If products you order are not paid for via PayPal, we reserve the right not to despatch the products until they have been paid for in full. If they are despatched before payment, the price and delivery charges will be due for payment within 7 days of the date of our invoice

4.5 You will become the owner of any products you order on this website when the products are delivered if they are paid for through PayPal or, if they are not, when full payment has been received by us in cleared funds

DELIVERY

5.1 We will deliver the products to the delivery address stated in your order. We will use our reasonable endeavours to dispatch the products to you within 2 working days of full payment for them having been made to us in cleared funds (unless we elect to dispatch them earlier under paragraph 4.4) or such other period as we may inform you when we acknowledge receipt of your order. However, we will not be liable for any loss or damage suffered by you, nor will you have any right to terminate the Contract, as a result of any reasonable or unavoidable delay in the products being dispatched or delivered by post

5.2 You will become responsible for the loss or destruction of or any damage to the products after they have been delivered to the delivery address in your order or to you

CLAIMS

6.1 If the products we deliver are damaged or defective or are not what you ordered in your order or if you do not receive the products you have ordered or the quantity delivered is incorrect, you must notify us of your claim in writing at Lees Farm, English Frankton, Ellesmere, Shropshire, SY12 0JX or by email at info@sflmaterials.co.uk within 5 working days of the date delivery of the products or, as the case may be, 8 working days of the date on which you have paid for the

products in full, If you fail to do so, we will have no liability to you in respect of the products or their non-delivery

6.2 If you notify us of a claim in accordance with paragraph 6.1, our only obligation will be, at our option:

6.2.1 to replace any products that are damaged or defective; or

6.2.2 to make good any shortage in delivery or non-delivery of any products; or

6.2.3 to refund to you the amount you have paid for the products in question

in whatever way we choose

6.3 We will not be obliged to comply with paragraph 6.2 in respect of any products that are damaged at any time after they have been delivered. All damaged or defective products must be returned to us when you make your claim in the state and condition in which they were when delivered to you or your delivery address

LIABILITY

7.1 To the fullest extent permitted by law, we will not be liable in any way (including breach of contract or negligence) for:-

7.1.1 loss of any kind of profit, income, goodwill or anticipated savings or other benefits , any loss or corruption of data or any costs, expenses or liability to any third party incurred by you; or

7.1.2 any other financial loss, liability, damage, costs or expenses incurred by you arising directly in the natural and ordinary course or indirectly from or in connection with the Contract or the products sold to you

7.2 Our total liability to you for any breach of the Contract or our negligence or other breach of duty in relation to the Contract will be to comply with our obligations under paragraph 6.2 (subject to paragraph 6.3). We shall have no liability to pay any money to you by way of compensation other than to refund to you the amount paid by you for the products in question under paragraph 6.2.3

7.3 We will use our reasonable endeavours to ensure that any information on this website is accurate, but we make no representation or warranty of any kind, whether express or implied, statutory or otherwise, regarding the contents or

availability of this website, that it will be error free or timely, that any defects will be corrected or that the website or the server that makes it available is free of viruses or bugs. Access to this website may be interrupted or suspended because of repairs, maintenance, updating or other events or circumstances. We will not be liable to you for any loss or corruption of any data or material uploaded or transmitted through this website nor for any kind of loss or damage incurred arising from any action taken in reliance on any material or information contained on this site

- 7.4 You must comply with all applicable legislation, including statutory rules and regulations, regarding the purchase of any products from our website
- 7.5 No exclusions from or limitations on our liability in these Terms and Conditions will apply to death or personal injury arising from our breach of contract or negligence or fraud

CIRCUMSTANCES OUTSIDE OUR CONTROL

8. We will not be in breach of the Contract or otherwise be liable to you for any delay or failure in performing any of our obligations under the Contract or any damage to or defect in products delivered if that is caused by any circumstances or event beyond our reasonable control (including without limitation breakdown of equipment, strike or industrial dispute, shortage of materials or failure of or delay in receiving supplies)

CANCELLATION BY US

- 9.1 Notwithstanding paragraph 3.2, we reserve the right to cancel the Contract between us if:
- 9.1.1 we have insufficient stock to meet your order; or
- 9.1.2 one or more of the products you ordered was listed at an incorrect price due to a typographical error; or
- 9.1.3 we have not received payment of the price of the products ordered and delivery charges within 14 days of the date of your order

9.2 If we do cancel your Contract we will notify you by email and will re-credit to your account any sum deducted by us from your credit or debit card or, if you have paid by any other means, we will refund the payment as soon as possible but in any event within 30 days of your order. We will not be obliged to offer any additional compensation, for example for disappointment suffered

GOVERNING LAW AND JURISDICTION

10. The laws of England will apply to the Contract and all claims and legal proceedings arising in connection with it will be subject to the exclusive jurisdiction of the Courts of England

INTELLECTUAL PROPERTY

11.1 All copyright, trademarks and other intellectual property rights (“Intellectual Property Rights”) in or relating to the design of this website and its contents and all materials made available as part of your use of this website will continue to belong to us or, as appropriate, the third parties who license us to use them. You are only allowed to use this website and its contents and those materials as expressly authorised by us or those third parties

11.2 The contents of and the materials available through this website may only be used by you for your personal use in connection with your use of this site, and you may not copy, reproduce or commercially exploit any such materials or contents, although you may download such materials or contents strictly for the purpose of your use of this website

11.3 You must not use our website for any unlawful purpose or activity

11.4 All Intellectual Property Rights in or relating to the products belong to us and (except in accordance with paragraphs 11.5 and 11.6) no part of them may be sold or transferred or made available to any third party by you and no part of them may be copied, reproduced or transmitted in any form or by any other means, or stored in any retrieval system of any kind, except for fair dealing in accordance with the Copyright, Designs and Patents Act 1988 or with our prior written consent

11.5 If the products delivered to you are paper-based you may make copies of them or any part of them and use those copies for the purposes of your own business or organisation. However, you must not sell, transfer or make available any such copy or any part of any copy to any third party nor allow any third party to use or copy any of the products or any such copy

11.6 If the products are delivered to you as a CD you may use and display the contents of the CD on a computer and print and use copies of its contents for the purposes of your own business or organisation. However, you must not sell, transfer or make available any such copy or any part of it to any third party nor allow any third party to use or copy the CD or any of its contents.

MISCELLANEOUS

12.1 These terms and conditions, together with our current website prices, delivery details, contact details and privacy policy, set out the whole of our agreement relating to the supply of the products to you by us. Nothing said by any sales person on our behalf should be understood as a variation of these terms and conditions or as an authorised representation about the nature or quality of any products offered for sale by us. Save for fraud or fraudulent misrepresentation, we shall have no liability for any such representation being untrue or misleading

12.2 The provisions of the Contract are separate, and if any provision or part of it is held to be invalid or unenforceable by any court or other body of competent jurisdiction that will not affect the other provisions or the remainder of the relevant provision

12.3 You may not transfer or otherwise deal with all or any of your rights or obligations in relation to the Contract without our prior written consent. We will be free to transfer all of our rights and/or obligations in relation to the Contract provided that does not adversely affect you

12.4 If you or we do not strictly enforce our respective rights, that will not in any way affect any of your or, as the case may be, our rights in respect of the Contract

12.5 Anyone who is not a party to the Contract has no right to enforce any provision of the Contract under the Contracts (Rights of Third Parties) Act 1999

12.6 Any notice or claim under the Contract must be in writing and will be effectively served on you if it is personally delivered at or sent by pre-paid first class post, email or fax to the address, email address or fax number you give us and on us if it is:-

- personally delivered at or sent to us by pre-paid first class post at Lees Farm, English Frankton, Ellesmere, Shropshire SY12 0JX
- sent by email to info@sflmaterials.co.uk