



Amherst Enterprises Limited – General Terms & Conditions for Equipment Sales & Hire

All sales and equipment hires made by us are subject to these standard terms & conditions, except where agreed otherwise in writing. We do endeavour to offer the best possible service so if you have a problem with a product or our service, please contact us immediately so that we can try to rectify it as soon as possible !

DEFINITIONS : "Our" and "Us" refers to Amherst Enterprises Limited, whose trading style appears on your order and invoice. "You" and "Your" refers to the original company, organisation or individual who purchases goods and/or services directly from us. "Reseller" refers to any person or company who purchases items for resale onto a third party. "Consumer" refers to any person who is acting for purposes which are outside his trade, business or profession. In all cases, for 'he' read 'he or she'.

YOUR RIGHTS. You and We are protected by statutory (legal) rights, according to the laws of England and Wales or any European Legislation which applies in England. Where statutory legislation exists, or new legislation comes into force, your and our statutory rights are not affected by anything within these terms, and those rights take precedence over these terms. Where any part of these terms is over-ridden by legislation, all other terms still apply. Any order placed with us is subject to acceptance.

1. PRICE : All prices quoted exclude carriage and VAT which will be charged at applicable rates and added to the invoice total. Unless explicitly requested, method of carriage will be at our discretion. Any costs omitted or corrections on your invoice will be invoiced/credited/charged later. You must notify us promptly if you are not billed the correct amount and we will correct the error. In the case of credit/debit card orders, should the full amount not be charged immediately, the balance is payable by you on demand. All advertised/advised/published pricing is subject to change at any time without notice due to market/currency fluctuations and other factors. When using the online ordering system, the VAT estimate is normally rounded down. If a price has risen, we will advise before proceeding with an order if you have specified a different price on your order.

2. ONLINE ORDERING : Where an order is placed online (through our web site or other electronic means) the order confirmations issued or the charging of your credit/debit card do not indicate or confirm acceptance of your order by us. An order has only been accepted by us once it has been verified by our order processing department. If there is any query or discrepancy, it will be checked before processing further or accepting the order. Where a technology failure or other error causes the online order to be submitted erroneously (i.e. contrary to our current pricing/policies) such orders shall not be binding. Where a discount or other incentive is offered for online orders, that shall not apply when your order is made by other means. Any entitlement to special offers or other discount must also be stated at the time of ordering. Discounts are not applied retrospectively so please be sure check your order.

3. PAYMENT : We accept payment by cash, cheque, postal order, banker's draft, BACS and most credit/debit cards. Credit card transactions may sometimes be subject to a handling fee, but you will be notified of this before any such charge is made. If a credit facility is offered, payment must reach us within 30 days of invoice (except where agreed otherwise in writing). Official orders from government/educational and other official bodies are welcome, subject to acceptance.

4. OVERDUE PAYMENT : We reserve the right to charge interest on all overdue balances at 3% per month compounded until the date payment is received in full or alternatively, at our discretion, in line with legislation relating to late payment of commercial debts. Interest is charged from the invoice date onwards if payment is not received within 30 days (or as agreed otherwise in writing).

5. DEBT RECOVERY COSTS : All costs, charges and expenses incurred by us in recovering any debt shall be paid by you. If a payment made by cheque bounces, you shall be liable for all reasonable costs incurred as a result.

6. TITLE : All goods supplied remain our property until such a time as they have been paid in full, as per all invoices issued by us for those goods. Goods supplied may not be resold by you until they have been paid for in full, unless the new purchaser is made aware that title remains with us until we have been paid in full.

7. DELIVERY AND TRANSIT DAMAGE : No delivery times are guaranteed. Timed deliveries or arrival time estimates are provided as a guide and target only. In the case of a timed delivery not being made on time, any surcharge for that service made will be refunded, which will be the extent of our liability. All deliveries we (or our agents) make will require a signature on delivery. If a package appears to be damaged before you open it, the consignment must be signed for with a note to that effect. Goods damaged in transit must be notified to us within 48 hours of receipt. You must keep all packaging as that may be required in event of a claim.

8. RETURNS : Before goods can be returned, whether for repair, replacement or refund, in order to ensure smooth and prompt handling, we must issue a RETURNS AUTHORISATION in order that we can track it accurately. Your carriage costs/charges are not refundable and you should use a suitably packed/insured/traceable carriage method. Items should be returned within seven (7) days of authorisation. Where the original purchase had the delivery charge waived ('Free Delivery'), you may be charged the delivery cost originally waived. Where a return is agreed, we may charge a restocking fee. In the case of DOA or mis-shipped units, you should advise us within 48 hours of receipt.

9. YOUR RIGHT TO CANCEL : Consumers ordering by email/web/phone/fax/post may cancel an order which is unwanted within seven days of receipt only in accordance with your statutory rights. Collection/delivery charges may be made by us and you must retain all goods complete, in their original condition and having taken reasonable care of them. See also section 8 above. Only certain products are covered by this term and it does not apply to goods purchased by businesses or good purchased for use in a business or trade. Your right of cancellation does not extend to products whose price is dictated by fluctuations in the financial market (e.g. those products we buy in other currencies), second-user products, customised products, perishable products, products used in the course of your trade, profession or business, software, Audio/Video recordings or any other products or services which are not included in relevant legislation. You cannot cancel any contract for services carried out by us once they have been started, for example delivery/packing/handling charges. In order to cancel an order, you must ensure that we receive your notice within seven days. In order to avoid any misunderstanding or unnecessary cost, you are strongly advised to check with us before cancelling your order. Please also ensure that we issue a returns authorisation before you send any goods back so that we can track/handle the return promptly and efficiently. When returning goods, you should use some suitably traceable/insured method.

10. WARRANTIES & SUPPORT : All new goods sold by us are covered by a 'return to base' (RTB) warranty of 12 months to the original purchaser, or as required by applicable law. Used products (including refurbished, second-hand and ex-demo products) will have a warranty of 90 days, except where otherwise specified. Examine the specific product's warranty for details of what type of faults or breakdowns are covered. For any warranty claim, you must have your original invoice showing the product's serial number. Any extended warranty offered by a manufacturer beyond the 12 months does not form part of your contract with us, though we may offer to handle it on the manufacturer's behalf. Do not attempt to repair, modify or open any product unless specifically advised by us to do so as this may invalidate the warranty. You need your proof of purchase (invoice) for all support/warranty issues. The warranty runs from the original invoice date onwards. If a fault does develop or is found, this must be notified to us promptly. We endeavour to provide technical support and online facilities to assist/enhance your usage of the products purchased from us, however such supply/provision is provided as a courtesy only and not included in your contract with us and may be withdrawn or refused at any time.

11. GOODS SUITABILITY : It is your responsibility to ensure that the correct goods and correct model are ordered for your purposes. In some circumstances, the capability we specify/advertise of the product may not match that of the manufacturer's or other vendor's published specifications elsewhere, often due to international variations. Please therefore refer to **our** published specification on our own web site, and not those elsewhere. This may also apply to specifications listed within any packaging and user guide/manuals supplied which may not apply to your particular product, either due to product development, varying models, specification change or local variations. We cannot guarantee that the product will continue to work correctly during your ownership if your original environment changes, for example if your line, location or other hardware is altered (by you or a third party supplier) such that it is no longer compatible with the product.

12. CREDIT CHECKING / VALIDITY : We reserve the right to liaise with credit reference and other agencies with regard to your status and submit information accordingly and in line with relevant legislation. We also reserve the right to refuse any unexecuted order, without giving a reason. Certain products may only be available to qualifying persons or persons in particular geographical areas.

13. TELEPHONE : Please be advised that for staff training purposes as well as your and our own security, we may record telephone calls to/from us and such recordings and emails may be supplied to law enforcement or anti-fraud agencies if required.

14. DELIVERY : Although we endeavour to process, despatch and delivery orders promptly, no absolute guarantee is given of any dispatch/delivery timescales. Where a premium service is requested (e.g. AM delivery or Saturday) our liability extends only to a refund of the premium should the delivery not be attempted during the time requested. Same-day dispatch is subject to the order being received earlier than that working day's 'cutoff' time but this may vary with workload or due to subcontractor/staff issues or around holiday periods. "Working day" is considered to be Monday to Friday, excluding holidays or any other day on which we or our warehouse is closed. Deliveries may be made any time between 8am and 6pm. Our standard delivery service cover most parts of mainland UK. It is essential that someone will be at the delivery address to receive and sign for the goods. It is vital that you provide the correct address, in as much detail as possible, including a complete postcode. If the address or postcode you give is incorrect or you request a re-routing from the original destination (via us or directly to the courier), you will be charged for the re-routing costs at our standard carriage rates.

16. ASSIGNMENT : We reserve the right to transfer any debt to us or other elements of our contract with you, or other liabilities in part or whole to a third party, any such assignment or transference will maintain all existing contractual terms. This may include the use of a factoring or other finance company for the assignment of your debt to us. All existing liabilities from us to you, and vice versa will remain valid, including any warranties or service agreements.

17. PRIVACY : When placing an order, we require various personal details from you. It is important that you supply all details requested in order that we can validate orders efficiently. You can be assured that we treat your personal details, including email address and telephone numbers in confidence. We do not disclose such details to any third party or otherwise use them, except in connection with expediting/processing your orders/products. We do not send out unsolicited emails and your email address will not be added to any mailing lists (unless requested). We will not use details of your purchases in our marketing/publicity materials or any other promotion without your consent and your credit/debit card details are not stored or retained on the web server. These policies exclude any disclosure which we are required by law to make, crime prevention, legal action or any issues relating to product safety. If ultimately we are unable to satisfy ourselves of the validity or other aspects of an order, we may not accept it.

18. EQUIPMENT HIRE : By hiring Equipment from us, the hirer is deemed to have agreed to these Terms & Conditions.

1. THE HIRER SHALL:-

- (a) Collect the Equipment from our representative or premises at the beginning of the hiring and return to them either at the termination thereof, unless delivery is arranged.
- (b) Pay the said hire/rent in advance on collection or delivery of the Equipment/weekly in advance/immediately on the termination of the hire.
- (c) Use the Equipment only for the purpose for which it is designed.
- (d) Maintain the Equipment in the same working condition and appearance and state of pair as they now are and in default of so doing pay to the Owner on demand the cost of putting the same in such condition appearance and state of repair howsoever any damage may be caused.
- (e) In the event of loss of the Equipment or any item thereof from whatsoever cause forthwith pay to the Owner the cost of replacement thereof.
- (f) Not part with the possession of the Equipment or any item thereof.
- (g) Not attempt to assign the benefit of this agreement.
- (h) Immediately on request advise the Owner of the whereabouts of the Equipment.
- (i) Not pledge the Equipment or any item thereof nor allow the same to be taken in execution.
- (j) Return the Equipment to our representative or premises upon the date of termination of the hiring and in default of so doing pay to the Owner by way of liquidated Damages in respect of each subsequent day a sum equivalent to the hire rent payable in respect of each day during the period of the hiring. Such sums to be paid without prejudice to the Owner's right to greater Damages for such default in the event of greater loss.
- (k) Responsibility for insurance and liability for, loss or damage to equipment rests entirely with the customer. The customer is responsible for the Equipment until it is back at the Owner's premises so the customer should use a suitably insured and trackable courier service when returning hired Equipment.
- (l) Understand and agree that if the Equipment is not returned at the end of the agreed period of hire, the owner may take such steps as may be necessary to recover the Equipment. These may include, but are not limited to, involvement of the Police, court action, physical retrieval of the Owner's Equipment by the Owner or his agents at whatever location the Equipment is located.

2. This agreement shall determine forthwith (without prejudice to any antecedent claim of the Owner) and the Goods may forthwith be repossessed by the Owner in any one or more of the following events:-

- (a) The Commission by the Hirer of an act of bankruptcy or his entry into any agreement with his general body of creditors.
- (b) The breach by the Hirer of any stipulation herein contained and on his part to be observed and performed.

3. The Hirer hereby declares:-

- (a) That he is otherwise legally entitled to enter into this agreement on his own or (if he shall enter into the same on behalf of another individual or on behalf of other individuals or a limited Company) that he has full authority to do so.

BY PLACING AN ORDER WITH US TO PURCHASE OR HIRE ANYTHING, YOU ARE BOUND BY THESE TERMS UNLESS AGREED OTHERWISE BY US IN WRITING. ALL STATUTORY RIGHTS APPLY AS PER THE STATUTE OF THE UNITED KINGDOM AND EUROPEAN UNION WHERE APPLICABLE.