

## 1. Interpretation:

- 1.1 In these Terms and Conditions, the "Company" means LEISURETEQ. The "Buyer" is any person(s) buying in goods or services from the Company. "Goods" means any equipment, installation or other service provided by the company and sold under any contract to which these Terms and Conditions apply.

## 2.0 Application of Terms &amp; Conditions:

- 2.1 Acceptance by the Company of the Buyer's order is conditional upon acceptance by the Buyer of the following terms and conditions which override all others inconsistent therewith, express, implied, statutory or otherwise wherever contained except insofar as any conditions or warranties implied by statute shall not be capable of being excluded.
- 2.2 Where the Buyer submits his/her Conditions of Purchase and these are inconsistent with the following terms and conditions then the Company's terms and conditions shall apply unless specifically agreed otherwise in writing.

## 3.0 Quotations:

- 3.1 Any quotation made by the Company shall not constitute a contract which shall not come into existence until the Company accepts the Buyer's offer which must be in writing.
- 3.2 The Company reserves the right to withdraw a quotation at any time prior to acceptance.

## 4.0 Prices:

- 4.1 All prices quoted by the Company are based upon the cost of supply at the date of quotation and the Company reserves the right to alter or vary its items prior to delivery. Prices are exclusive of delivery (unless otherwise stated) and V.A.T.

## 5.0 V.A.T.:

- 5.1 All prices are subject to the addition of Value Added Tax, unless otherwise stated.

## 6.0 Delivery:

- 6.1 Delivery dates are approximate and the Company is not liable for failure to deliver by said dates or for any loss or damage in delivery. Delivery is by road transport or carrier. Express delivery can be arranged at an additional cost.
- 6.2 The Company will only consider claims for damaged or wrongly sent goods if notice is given verbally within 3 days of receiving said goods, and in writing within 7 days of same clearly identifying the reason(s) for the claim(s) by the Buyer.

## 7.0 Carriage:

- 7.1 Carriage is not charged on orders of £100.00 or over excluding VAT (except where & when specified) to one address within the U.K. (excluding the Highlands of Scotland and Islands off mainland U.K.) Orders below £100 nett will be subject to a carriage charge of a minimum of £15.00 + VAT. The customer will be notified of any special or additional charges or costs before the order is despatched. The company's policy is to minimise the charges for carriage, wherever possible.

## 8.0 Title and Risk in Goods:

- 8.1 Goods sold by the Company shall remain absolute property of the Company, until payment is received of all amounts invoiced by the Company to the Buyer. Where the customer uses the goods in the manufacture of other products, the absolute property in such products shall pass to the Company, until the payment is received of all amounts.
- 8.2 In the circumstances defined in these terms and conditions, the Company shall be entitled immediately after giving notice of its intention to enter the premises of the Buyer with such transport as may be necessary and repossess any goods or products to which it has title hereunder.
- 8.3 The risk in goods shall pass to the Buyer on delivery of these goods, but until such time as payment has been received in full by the Company then both legal and equitable ownership of the goods shall remain with the Company, during which time the Buyer shall hold the goods as Bailee for the Company, and at no cost to the Company, and in the event of payment for these goods not being completed in full, then the Buyer shall upon demand deliver up the goods to the Company's order.

## 9.0 Cancellation:

- 9.1 Orders made by the Buyer may only be cancelled with the Company's consent and in the event of any such cancellation the Company shall be entitled to be paid any costs, losses or damages incurred with regard to the order.

## 10.0 Descriptions:

- 10.1 Whilst every care is taken in the preparation of catalogues and price lists or other such literature they are intended only for general guidance and do not constitute an offer. The Company reserves the right to alter, in any way, catalogues, price lists and any other such literature without prior notice, where and when circumstances change the availability and prices of such goods and services beyond the control of the Company.
- 10.2 The Company reserves the right to make any changes in the specification of the goods which are required to conform to any applicable safety or statutory requirements, or which do not materially affect their quality or performance.

## 11.0 Terms of Payment:

- 11.1 Terms of payment are 30 days from the date of the invoice unless otherwise stated. Overdue accounts can and will be charged interest at 2% above the current Lloyds Bank Plc Base Lending Rate.
- 11.2 Orders over £1,000 may require a deposit.

## 12.0 Arbitration:

- 12.1 The construction, validity and performance of all contracts and agreements of sale shall be governed by the laws of England and all disputes which may arise, under, out of, or in connection with, or in relation to the same, shall be settled by arbitration in the appropriate Arbitration Court under and in accordance with its rules at the date thereof. Service of any notices in the course of such arbitration at the address of Buyers as given in the contract or agreement of sale in question shall be valid and sufficient.

## 13.0 "Force Majeure":

- 13.1 Orders may be suspended or cancelled (the Company not being liable for the Buyer's loss) as a result of any contingency beyond the Company's control such as a strike, lock out, fire, accident, default of supplier, embargo, act of demand of any government, prohibition of export or import, war or civil disturbances, interfering with manufacture of delivery or shortage of raw packing materials.