

DATED: 21<sup>st</sup> February 2023

dictate2us Limited

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TERMS OF BUSINESS AND SERVICE AGREEMENT

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**dictate2us Limited**

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## 1. Definitions and Interpretation

1.1 In these Conditions the following definitions apply:

<b>Agreement</b>	means the Contract
<b>Business Day(s)</b>	means a day(s) other than a Saturday, Sunday or bank or public holiday in England;
<b>Customer</b>	means the company, firm, body or person who purchases the Services from the Company and whose details are set out in the Order
<b>Company</b>	means Dictate2us Limited a company incorporated and registered in England and Wales with company number 03268673 whose registered office address is at 41 Greek Street, Stockport, Cheshire, SK3 8AX;
<b>Conditions</b>	means the terms and conditions set out in this document;
<b>Contract</b>	means the agreement between the Company and the Customer for the sale and purchase of the Services incorporating these Conditions and the Order;
<b>Controller</b>	shall have the meaning given in applicable Data Protection Laws from time to time;
<b>Data Protection Laws</b>	means, as binding on either party or the Services: <ul style="list-style-type: none"><li>(a) the GDPR;</li><li>(b) the Data Protection Act 2018;</li><li>(c) any laws which implement any such laws; and</li><li>(d) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;</li></ul>
<b>Data Subject(s)</b>	shall have the meaning in applicable Data Protection Laws from time to time;
<b>Force Majeure</b>	means an event or sequence of events beyond any party's reasonable control (after exercise of reasonable care to put in place robust back-up and disaster recovery arrangements) preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, lightning, earthquake or other natural disaster; war, act of terrorism riot or civil unrest; accident, labour conflicts, interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service; or material required for performance of the Contract; strike, lockout or boycott or other industrial action including strikes or other industrial disputes involving the Company or its companies' workforce, pandemic or any other cause beyond the Company's reasonable

control or of an unexpected or exceptional nature, but excluding the Customer's inability to pay or circumstances resulting in the Customer's inability to pay;

<b>GDPR</b>	means the General Data Protection Regulation, Regulation (EU) 2016/679;
<b>Input Data</b>	means data provided by the Customer to the Company;
<b>International Organisation</b>	has the meaning given in the applicable Data Protection Laws from time to time;
<b>Modern Slavery Policy</b>	means the Company's anti-slavery and human trafficking policy in force and notified to the Customer from time to time;
<b>Number of Speakers</b>	means the total number of different speakers over the entire file submitted;
<b>Output Data</b>	means data provided by the Company to the Customer;
<b>Order</b>	means the Customer's order for the Services;
<b>Personal Data</b>	has the meaning given in the applicable Data Protection Laws from time to time;
<b>Personal Data Breach</b>	has the meaning given in the applicable Data Protection Laws from time to time;
<b>Premises</b>	means the Customer's premises at which the Company is to provide services under the Agreement;
<b>Processing</b>	has the meaning given to it in applicable Data Protection Laws from time to time (and related expressions, including process, processed, processing, and processes shall be construed accordingly);
<b>Processor</b>	has the meaning given to it in applicable Data Protection Laws from time to time;
<b>Protected Data</b>	means Personal Data received from or on behalf of the Customer in connection with the performance of the Company's obligations under the Contract;
<b>Services</b>	means the services to be performed by the Company to the Customer as per the Order including but not limited to transcription, translation, braille, brand name analysis, copywriting, editing, interpreting, language teaching, large print, lip speaking, localisation, palantype, plan English, proofreading, speech to text, studio hire, subtitling, training, typesetting and voiceover;
<b>Sub-Processor(s)</b>	means any agent, subcontractor or other third party (excluding its employees) engaged by the Company for carrying out any processing activities on behalf of the Customer in respect of the Protected Data; and

**Transcriber App(s)** means the d2u application

**VAT** means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the supply of the Services.

1.2 In these Conditions, unless the context otherwise requires:

- 1.2.1 a reference to the Contract includes these Conditions, the Order, and their respective schedules, appendices and annexes (if any);
- 1.2.2 any clause, schedule or other headings in these Conditions are included for convenience only and shall have no effect on the construction or interpretation of these Conditions;
- 1.2.3 a reference to a 'party' means either the Company or the Customer and includes that party's personal representatives, successors and permitted assigns;
- 1.2.4 a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
- 1.2.5 a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;
- 1.2.6 A reference to "We" "Us" or "Our" means the Company.
- 1.2.7 A reference to "You" or "Your" means the Customer;
- 1.2.8 a reference to a gender includes each other gender;
- 1.2.9 words in the singular include the plural and vice versa;
- 1.2.10 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 1.2.11 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form;
- 1.2.12 a reference to legislation is a reference to that legislation as in force at the date of the Contract or amended, extended, re-enacted or consolidated from time to time except to the extent that any such amendment, extension or re-enactment would increase or alter the liability of a party under the Contract; and
- 1.2.13 a reference to any English action, remedy, method of judicial proceeding, court, official, legal document, legal status, legal doctrine, legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English equivalent in that jurisdiction.

## **2 Application of these Conditions**

- 2.1 These Conditions apply to and form part of the Contract between the Company and the Customer. They supersede any previously issued terms and conditions of purchase or supply.
- 2.2 If any provision of these Conditions is held to be invalid or unenforceable, the validity of the other provisions in these Conditions shall not be affected.

- 2.3 No terms or conditions endorsed on, delivered with, or contained in the Customer's purchase conditions, order, confirmation of order, specification or other document shall form part of the Contract except to the extent that the Company otherwise agrees in writing.
- 2.4 No variation of these Conditions or to an Order or to the Contract, shall be binding unless expressly agreed in writing by the Company and executed by a duly authorised signatory on behalf of the Customer.
- 2.5 Each Order by the Customer to the Company shall be an offer to purchase the Services subject to these Conditions.
- 2.6 If the Company is unable to accept an Order, it shall notify the Customer promptly.
- 2.7 The Company may engage any person, company or Sub-Processor to perform any or all of their obligations under a Contract and can assign any or all of their rights.
- 2.8 The offer constituted by an Order shall remain in effect and capable of being accepted by the Company until withdrawn by the Customer giving notice to the Company after the expiry of 14 Business Days from the date on which the Customer submitted the Order.
- 2.9 The Company may accept or reject an Order at its discretion. An Order shall not be accepted, and no binding obligation to supply any Services shall arise, until the earlier of:
- 2.9.1 the Company's written acceptance of the Order; or
- 2.9.2 the Company performing the Services or notifying the Customer that they are ready to be performed.
- 2.10 Rejection by the Company of an Order, including any communication that may accompany such rejection, shall not constitute a counter-offer capable of acceptance by the Customer.
- 2.11 The Company may issue quotations to the Customer from time to time. Quotations are invitations to treat only. They are not an offer to supply Services and are incapable of being accepted by the Customer.
- 2.12 Marketing and other promotional material relating to the Services are illustrative only and do not form part of the Contract.

### **3 Assignments and Performance**

- 3.1 By submitting an audio file or other data sources (assignment) to Us, You are offering to engage Our services and a binding contract will come into force upon Our acceptance of the assignment.
- 3.2 All assignments are accepted by Us subject only to these Conditions.
- 3.3 The Company agrees to type and deliver Your transcription for all submitted assignments.
- 3.4 You will be charged at Our published rates, <https://www.dictate2us.com/sitemap> (unless otherwise agreed in writing), according to the length of the file submitted (including any parts of the file where there is no spoken recording), the Number of Speakers and the quality of recording.
- 3.5 Any files with what is in Our opinion poor recording quality will be returned transcribed to what We consider to be a reasonable standard; even if that is below Our guaranteed quality standard of 99%. You agree unreservedly to payment in full even in such circumstances. Please note, the final minute of each transcription will be rounded up to the next full minute.
- 3.6 You do hereby accept that You do not dispute the number of minutes charged unless an issue has been raised in writing within 7 days as stated above.

- 3.7 We reserve the right to change turnaround times and prices quoted on our website or elsewhere due to changes in specifications, quantities, legibility and/or quality of origin or source material, background noise, accents, the number of speakers, delivery arrangements, unforeseen problems or other circumstances relating to the assignment generally. In any such circumstances the audio minutes and/or rate shall be subject to a multiple of no more than thirty, dependent upon our decision alone, as to the effect of such aforementioned issues.
- 3.8 For the avoidance of any doubt, any price shall include (unless stated otherwise in the Order) delivery to the address specified in the Order, or in Our written acceptance of Your Order.
- 3.9 Should the Company allow you a "free trial" in excess of the standard free trial of 5 minutes for multi speakers or ten minutes for single speakers, the "free trial" shall not be charged to You on the condition that after the trial period has taken place You instruct the Company to carry out other transcription for You within 30 days of the "free trial" at a cost at least equal to the free trial. Should the above not occur then the Company will raise an invoice for the total amount for the "free trial" transaction.

#### **4 Delivery**

- 4.1 Unless expressly agreed in writing by Us, dates and times for delivery are not of the essence and any delay shall not entitle You to reject any delivery or other part of the Contract.
- 4.2 We will not be liable in any circumstances for the consequences of any delay in delivery or performance or failure to deliver or failure to perform if the duration of the delay is not substantial or if the delay or failure is due to late delivery or performance, or non- delivery or non-performance by suppliers, Sub-Processors or Force Majeure.
- 4.3 Posting or delivery to a carrier (including post, facsimile, email) for the purpose of transmission to You shall, for the purposes of the Contract, constitute delivery to You.

#### **5 Payment**

- 5.1 Invoices shall be raised on the first of the month following the month the assignment or Order has been undertaken. Payment shall be made in pounds sterling in full without deduction or set off of bank charges not later than 10 days thereafter.
- 5.2 Payments will be by direct debit each month.
- 5.3 We reserve the right to charge interest on overdue amounts calculated daily at the rate of 8% above the published rate of Bank of England on the outstanding balance from the date of the invoice until the date of payment.
- 5.4 Failure to pay an invoice shall entitle Us to suspend work on the same and any other Contract with You without prejudice to any other right We may have, until such payment including any outstanding charges and/or interest has been paid.
- 5.5 You will indemnify Us in relation to all legal and other fees incurred, (on an indemnity basis), where payment has not been made by You in settlement of our charges.
- 5.6 The Company may, at its own sole discretion, require the Customer at the time of or before entering into any Contract to arrange for a personal guarantee of the Customer's liabilities from a director or directors of the Customer, or such other form of security as the Company may deem appropriate. Such guarantee or security shall extend to the whole of the Customer's liability to the Company incurred since the granting of such guarantee or security.

#### **6 Services and Output Data**

- 6.1 The Services provided shall be carried out using reasonable skill and care in accordance with the standards of the industry and Our written acceptance.
- 6.2 By engaging Our Services, You assume full responsibility for final proof reading and accuracy of documents and final product or service.
- 6.3 We do not warrant that the Output Data or any of the Services provided will be error free in terms of accuracy, correctness, and reliability or otherwise. Any errors or omissions for which We are responsible and which are brought to Our attention within 48 hours of receipt by You will be amended free of charge. Any other additions or amendments will be charged for at Our published rates. At no time shall any allegation of an error or omission delay payment.
- 6.4 Output Data should be proofread by a native speaker prior to publication. Unless We have been required to supply a proofreading service under the terms of Our written acceptance of Your Order, We accept no liability whatsoever for Output Data.
- 6.5 Any errors or issues in relation to Our invoice or invoices must be raised within 7 days of receipt of the said invoice or invoices failing which You will hereby accept the invoice or invoices as drawn.
- 6.6 In respect of Our telephone interpreting service, We may at Our discretion require You or any party whom We agree to supply at Your cost to use passwords We supply. You will be responsible for the safekeeping of all such passwords and indemnify and hold Us harmless against the loss or unauthorised use of all passwords.

## **7 Anti-slavery**

- 7.1 The Customer undertakes, warrants and represents that neither the Customer nor any of its officers, employees, agents or subcontractors has:
- 7.1.1 committed an offence under the Modern Slavery Act 2015 (an MSA Offence);
  - 7.1.2 been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
  - 7.1.3 is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;
  - 7.1.4 it shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy; and
  - 7.1.5 it shall notify the Company immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of Customer's obligations under this clause 7.1. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Customer's obligations.
- 7.2 Any breach of clause 7.1 by the Customer shall be deemed a material breach of the Contract and shall entitle the Company to terminate the Contract with immediate effect.

## **8 Limitation of Liability**

- 8.1 We cannot be held liable for loss or damage to any media supplied by You either whilst in Our possession or in transit.
- 8.2 The Company's Transcriber App is designed to record data and is free of charge. All responsibility for the safe custody of the data recorded lies with the user and You hereby agree in using the Transcriber App

that the Company are not responsible in any way whatsoever if the said data is lost or corrupted in any way. Should You wish to have the said data released to You, (rather than have the data transcribed as detailed in these terms and conditions), then in certain circumstances this may be technically possible, and if so, We will endeavour to assist You upon You paying in advance an administration fee equal to 100% + VAT of the transcription fee should the data have been transcribed.

- 8.3 You warrant to Us that the assignment, Order, or any Input Data does not contain any material which is defamatory, offensive, abusive, indecent, obscene, pornographic, threatening or annoying, blasphemous or libellous nature or which may incite violence, cruelty of any sort or discriminate against people in a way which may be illegal including but not limited to racial hatred, or which is otherwise illegal; or which infringes the intellectual property rights or copyright of a third party and You undertake to indemnify Us in respect of any loss or damage or cost or inconvenience caused as a result of any breach of such warranty.
- 8.4 We shall not be liable for correct spellings of names and addresses in Input Data when the data is illegible or not in Latin script. In the case of certification or notarisation, We can only certify legible text appearing on original documents.
- 8.5 We will endeavour to scan all emails and attachments sent to You for viruses. However, it is Your sole responsibility to check text, graphics and attachments for viruses before opening files. We do not accept any responsibility or liability for viruses.
- 8.6 In no event will We be liable to You for special, indirect or consequential damages howsoever including but not limited to loss of profits or arising from loss of data or unfitness for use. In any event and without prejudice to the foregoing Our liability will be limited to a refund of the total price of the individual assignment.
- 8.7 We do not give any assurance that the materials provided to You on or through this website are suitable for Your requirements or that they will be secure, error or virus free and We will have no liability in respect of those materials or any defects in data submitted by and to You over the internet
- 8.8 This website is provided free of charge and We make no guarantee that it will be uninterrupted or error free. We reserve the right to modify, suspend or withdraw the whole or any part of the website or any of its content at any time without notice and without incurring any liability.
- 8.9 We may, from time to time, provide links from this website to websites that are owned and controlled by third parties. These links are provided only for Your convenience and We have no control over and will have no liability in respect of those websites.
- 8.10 The Company makes no claims or representations that any or all of the content on this website may be lawfully viewed or downloaded outside England and Wales and, unless otherwise specifically stated, the content and this website is directed solely at users who access this website from England and Wales.
- 8.11 If You choose to access the website from outside England and Wales, You do so at Your own risk and are responsible for compliance with the laws of Your jurisdiction.
- 8.12 You agree to indemnify Us (which for the purpose of this clause includes Our employees, agents and sub-contractors) and keep Us indemnified, from all losses, damages, injury, costs and expenses of whatever nature arising from Our use or possession of the Input Data or Your use of the Output Data,
- 8.13 Except in the case of death or personal injury resulting from Our negligence or as expressly stated in these Conditions, We will not be liable for any loss of profits, business, contracts, revenue, or damage to Your reputation or goodwill and/or any other indirect or consequential loss or damage whatsoever (in contract, negligence or otherwise) where:

8.13.1 There is no breach of a legal duty of care owed to You by Us;



8.13.2 The loss or damage is not a reasonably foreseeable result of any such breach;

8.13.3 Any loss or damage or increase in loss or damage results from a breach by you of these Conditions;

And in all cases Our entire liability to You under any Contract, including but not limited to in respect of the Services shall be limited to the value of the Contract.

8.14 Nothing in these Conditions shall affect your statutory rights.

## **9 Processing Personal Data**

9.1 The parties agree that the Customer is a Controller and that the Company is a Processor for the purposes of Processing Protected Data pursuant to the Contract. The Customer shall at all times comply with all Data Protection Laws in connection with the processing of Protected Data. The Customer shall ensure all instructions given by it to the Company in respect of Protected Data (including the terms of the Contract) shall at all times be in accordance with Data Protection Laws.

9.2 Save as necessary in order for the Company to provide the Services, neither party may reveal or use the other party's Confidential Information unless required to do so by law or any regulatory authority. The Company shall process Protected Data in compliance with the obligations placed on it under Data Protection Laws and the terms of the Contract.

9.3 Input Data and Output Data shall be kept confidential by the Company and its agents, unless the data is public knowledge or until it becomes public knowledge in the future.

9.4 The Customer shall indemnify and keep indemnified the Company against all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to data subjects, demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a supervisory authority) arising out of or in connection with any breach by the Customer of its obligations under this clause 9.

9.5 The Company shall:

9.5.1 only process the Protected Data in accordance with the schedule and the Contract (and not otherwise unless alternative processing instructions are agreed between the parties in writing) except where otherwise required by applicable law (and shall inform the Customer of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest); and

9.5.2 without prejudice to clause 9.1, if the Company believes that any instruction received by it from the Customer is likely to infringe the Data Protection Laws it shall promptly inform the Customer and be entitled to cease to provide the relevant Services until the parties have agreed appropriate amended instructions which are not infringing.

9.6 Taking into account the state of technical development and the nature of processing, the Company shall implement and maintain the technical and organisational measures to protect the Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.

9.7 The Company shall:

9.7.1 not permit any Processing of Protected Data by any agent, subcontractor or other third party (except its or its Sub-Processors' own employees in the course of their employment that are subject to an enforceable obligation of confidence with regards to the Protected Data) without the specific written authorisation of the Customer;

- 9.7.2 prior to the relevant Sub-Processor carrying out any processing activities in respect of the Protected Data, appoint each Sub-Processor under a written contract containing materially the same obligations as under this clause 9 that is enforceable by the Company and ensure each such Sub-Processor complies with all such obligations;
  - 9.7.3 remain fully liable to the Customer under the Contract for all the acts and omissions of each Sub-Processor as if they were its own; and
  - 9.7.4 ensure that all persons authorised by the Company or any Sub-Processor to process Protected Data are subject to a binding written contractual obligation to keep the Protected Data confidential.
- 9.8 The Company shall (at the Customer's cost):
- 9.8.1 assist the Customer in ensuring compliance with the Customer's obligations pursuant to Articles 32 to 36 of the GDPR (and any similar obligations under applicable Data Protection Laws) taking into account the nature of the processing and the information available to the Company; and
  - 9.8.2 taking into account the nature of the processing, assist the Customer (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of the Customer's obligations to respond to requests for exercising the data subjects' rights under Chapter III of the GDPR (and any similar obligations under applicable Data Protection Laws) in respect of any Protected Data.
- 9.9 The Company shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to countries outside the United Kingdom or to any International Organisation without the prior written consent of the Customer.
- 9.10 The Company shall, in accordance with Data Protection Laws, make available to the Customer such information that is in its possession or control as is necessary to demonstrate the Company's compliance with the obligations placed on it under this clause 9 and to demonstrate compliance with the obligations on each party imposed by Article 28 of the GDPR (and under any equivalent Data Protection Laws equivalent to that Article 28), and allow for and contribute to audits, including inspections, by the Customer (or another auditor mandated by the Customer) for this purpose (subject to a maximum of one audit request in any 12 month period under this clause 9.10).
- 9.11 On the end of the provision of the Services relating to the processing of Protected Data, at the Customer's cost and the Customer's option, the Company shall either return all of the Protected Data to the Customer or securely dispose of the Protected Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires the Company to store such Protected Data. This clause 9 shall survive termination or expiry of the Contract.

## **10 Cancellation Fees**

- 10.1 Cancellation fees shall apply to any of the Services where the verbal or written acceptance of Your Order requires Us to supply an employee; Sub-Processor, interpreter, palantypist or partner on an agreed date and time, and You notify Us that the Service is no longer required.
- 10.2 Cancellation fees apply as follows:
- 10.2.1 More than 30 days – no cancellation fee;
  - 10.2.2 Between 15 days and 30 days' notice – 50% of the full Contract fee;
  - 10.2.3 Between 7 and 14 days' notice – 75% of the full Contract fee; and

10.2.4 Less than 7 days' notice – 100% of the full Contract fee

**11 Price**

We take care to ensure that all information available on Our website about Our business, services and any products mentioned is accurate. However, these are continually developing and, occasionally, the information may be out of date. Medical, commercial and legal practice change frequently and the content on this website, of any newsletters and in other items offering guidance have been prepared for general interest only and are not a substitute for specific medical, legal or other professional advice and should not be read or used as such.

**12 Termination**

- 12.1 If You subsequently cancel or reduce in scope the Contract, the full price for the Contract shall remain payable unless otherwise agreed in advance.
- 12.2 The Company shall be entitled to terminate the Contract immediately by written notice if the Customer commits any breach of these Conditions, and either fails to remedy the same within 7 days of receipt of a written notice specifying the breach and requiring it to be remedied.
- 12.3 Either party shall be entitled to terminate the Contract if the other makes any voluntary arrangements with their creditors, becomes bankrupt, becomes subject to an administrative order to go into liquidation, or a receiver is appointed.
- 12.4 Any termination of the Contract shall not prejudice any rights or remedies which may have accrued to either party.

**13 Relationship of Parties**

- 13.1 The Customer agrees, by way of restraint, not to solicit, employ or endeavour to entice away from the Company during the term of the Contract either on its own account or on behalf of or as a representative of any other person, firm or company, the whole or part time services, of any employee of the Company in any capacity and within a period of one year after the expiry of the Agreement.

13.1.1 The Customer agrees that in the event of it contravening sub-clause 13.1 it will pay the Company by way of liquidated damages an amount equal to the annualised charge from the Company to the Customer for each employee concerned.

- 13.2 The Customer agrees that in the event that the Transfer of Undertakings (Protection of Employment) Regulations 2006 becoming applicable to the Agreement it shall indemnify the Company against any consequential costs or liabilities incurred, including but not limited to any increase in wage rates payable by the Company and any claims for unfair dismissal.

**14 Online purchase**

- 14.1 Registration for this service will take place on Our website and the Company's: Transcriber Apps.
- 14.2 In providing PayPal or payment card details, You confirm that You are authorised to use the card and authorise Us to take payment in full for the applicable charges, postage and packing charges and any other charges that become due to Us under these terms. Where payment is made by debit or credit card an additional fee of 3.4% shall be charged. Under no circumstances shall refunds be made save at the absolute discretion of the Company. In circumstances where for example You have uploaded duplicate files and We have transcribed or translated them, no refund will be made as We cannot identify a duplicate file. Once You have applied credit to Your account such credit cannot be refunded but the credit shall be available for Your use for a period of one year, subject always to the current cost at time of usage.

## **15 Merchandising - Purchase of Goods**

- 15.1 In order to use this service, You will need to register on the website.
- 15.2 We only accept orders from persons aged 18 or over. By placing an order, You are confirming that You are in this age range.
- 15.3 We accept orders worldwide.
- 15.4 It is Your responsibility to check that Your order is accurate before submitting it to us.
- 15.5 All prices are in pounds' sterling and exclude VAT unless expressly stated otherwise. We take care to ensure that all pricing information is accurate but occasionally there may be an error.
- 15.6 We try to ensure that all information is correct. Any typographical, clerical or other error is subject to correction without liability on our part. Any advice or recommendation given on this website or otherwise given to You by Us, or any of our employees or agents, is followed or acted upon entirely at Your own risk and We are not liable for such advice or recommendation.
- 15.7 When We receive an order from You to purchase items from Us, We will confirm that We have received the order by email to the address provided by You in Your order. Your order is an offer to purchase an item and will not be binding on Us until the earlier of Us sending You an email to confirm that we have dispatched that item to You or You receiving the item.
- 15.8 Post and packaging costs will be added to the cost of Our order and will depend on the total cost of the items You order and, where delivery options are provided, the option You choose. The postage and packaging charge You will pay will be confirmed during Your order with Us.
- 15.9 We aim to dispatch orders of equipment within 28 days to the address provided by You in Your order. Delivery timescales are estimates only. If You do not receive Your order within 30 days of us confirming Your order You must notify Us and We will investigate the non-delivery provided You cooperate with the investigation.

## **16 Disclaimer**

The Company does not warrant or represent that the material on this website is accurate, complete or current or that the website will be free of defects or viruses.

## **17 Notices**

Any notice required or other communication to be given by either party must be in writing and may be delivered, sent by pre-paid first-class post, by facsimile or email.

## **18 Third Party Rights**

Nothing in these Conditions is intended to nor shall it confer a benefit on any third party under Contracts (Rights of Third Parties) Act 1999 and a person who is not a party to these Conditions has no rights to enforce them.

## **19 Waiver**

No delay or decision not to enforce rights under these Terms and Conditions will constitute a waiver of the right to do so and will not affect rights in relation to any subsequent breach.

## **20 Governing Law**

These Terms and Conditions are subject to laws of England and each of us hereby submits to the exclusive jurisdiction of the English courts. We reserve the right to change these terms and conditions at any time. The new version will be posted on this website and will take effect immediately upon posting. If you use the website after the new terms and conditions have come into effect, you will be indicating your agreement to be bound by the new terms and conditions.