

# TERMS AND CONDITIONS

## GENERAL

1. These terms apply whenever we agree to sell our goods to the exclusion of any other terms save terms that are implied by Statute or Regulation or unless otherwise agreed in writing by a director of Burlington Uniforms Limited.
2. In these terms:  
(a) "We" or "Us" means Burlington Uniforms Limited. "Our" means Burlington Uniforms Limited's. "You" means the Customer. "Your" means the Customer's.  
(b) Consumer means an individual acting for purposes which are wholly or mainly outside the individual's trade, business, craft or profession.
3. A contract shall come into force when an offer by a Customer to purchase goods is accepted by Burlington Uniforms Limited.
4. An offer shall be deemed to be accepted when acceptance is transmitted to and received by the Customer.
5. Acceptance is deemed to be received on transmission if transmitted by email or other electronic communication or two days after posting if transmitted by first class post.
6. We do our best to limit variations in colour, but owing to technical constraints there may be appreciable differences in colour between our products and the images of them in the catalogue. There may also be appreciable variations in colour between different batches of the same products.

## DELIVERY AND CARRIAGE

7. Delivery is made at your premises.
8. At our option we may deliver the goods in reasonable instalments. Each instalment is to be treated as a separate contract, and you must accept instalments and pay for them accordingly.
9. You must pay our delivery charges in addition to the quoted price.
10. You must notify us in writing of any claim for non-delivery or late delivery of or damage to the goods in transit within 7 days of the date of the invoice for them. Our liability in respect of any such claim is limited to replacement of the goods or refund of the price, at our option, and does not extend to any indirect or consequential loss.

## PRICES

11. The price of the goods will be the price ruling at the date of contract. The price ruling shall be the price displayed in this catalogue or the price advised by us prior to acceptance of the order, subject to you agreeing to the price advised. All prices exclude delivery charges and VAT. Any delivery charges and VAT are payable in addition to the contract price.
12. You must pay our reasonable extra charges in respect of (a) any special arrangements made at your request

in order to expedite delivery; (b) any costs, expenses and liabilities we may incur because you have given inadequate or inaccurate instructions.

13. We aim to despatch within 7 working days of order, but this is only an estimate and time is not of the essence.

## PAYMENT

14. We may invoice you for the goods together with any applicable delivery charges and VAT when they or any instalment of them is dispatched to you or to your order.
15. You become liable to pay for goods on delivery of our invoices unless agreed credit terms apply, in which case you must pay in accordance with them.
16. Despite any agreed credit terms all payments for goods supplied, whether or not invoiced, become immediately due if any of the events described in paragraph 20 (b) and (c) occur.
17. Interest on any overdue account is payable at the rate applicable to qualifying debts under the Late Payment of Commercial Debts (Interest) Act 1998 from time to time accruing from day to day whether or not we have entered judgement for the debt.

## RISK

18. The risk in the goods passes to you when the goods are delivered to you or to your order,

## OWNERSHIP

19. We retain ownership of goods until the price of them, and of any other goods delivered to you subsequently, but prior to the date of payment, has been paid in full.
20. If you (a) do not pay any invoice of ours within 7 days after it has become due or (b) pass or call a meeting to pass a resolution for Winding Up, or a petition for Winding Up or Bankruptcy is presented against you, or (c) become subject to a Winding Up, Administration or Bankruptcy order, or to any distress or execution on or Receivership over any of your assets; then you must cease at once to use any of our goods not then paid for and must return to us any of them remaining in your possession on request. On asking for them in writing we are entitled without incurring any liability to you to enter your premises and remove and re-sell such of our goods as are to be found there.
21. Nothing in paragraph 20 gives you the right to return the goods without our consent, except in accordance with our returns policy referred to in paragraph 25.

## FORCE MAJEURE

22. If we are unable to perform due to any circumstances beyond our control we may suspend performance while those circumstances subsist, and subject to paragraph 13 any agreed date or period for delivery is to be regarded as extended accordingly.

# TERMS AND CONDITIONS

## SUSPENSION AND CANCELLATION

23. If any period of suspension of deliveries under paragraph 22 lasts for more than three months, either of us may cancel the contract by written notice without penalty, but you will still have to pay us for any goods actually delivered.
24. If any payment due to us from you under this or any other contract is in arrears we may suspend further deliveries under any of those contracts, and if payment is not made within 7 days after we have served a demand in writing on you referring to this paragraph we may cancel any of those contracts and re-sell the goods concerned without incurring any liability to you. Your failure to comply with a demand for payment under this paragraph is to be regarded as a repudiation of the contract and we shall be entitled to damages accordingly.

## RETURNS POLICY

25. You may return unused goods for full credit up to 30 days after delivery, so long as they are fit to be returned to stock and are not made to order, tabbed or personalised in any way.
26. Where faulty goods are returned to us for replacement, we reserve the right to credit or refund their price instead of replacing them.

## CONSUMER RIGHTS

27. Subject to paragraph 28 consumers have the additional right to cancel any order without charge at any time up to the 30th day after they have received the goods, or, if the goods are deliverable by instalments, up to the 30th day after delivery of the last instalment. This right may be exercised by informing us in writing (which may be by letter, email or on-line) within that period that the consumer is exercising the right to cancel.
28. Paragraph 27 does not apply to any goods which have been made to order or personalised in any way.
29. If you cancel the contract we will reimburse to you all payments received from you including the cost of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of delivery offered by us).
30. We will make the reimbursement without delay and in any event no later than 14 days after we receive back goods supplied or, if earlier, 14 days after you provide evidence that you have returned the goods. We may withhold reimbursement until we have received the goods back or evidence that they have been returned.
31. You will have to make arrangements for returning the goods and bear the costs of return.
32. We will be entitled to withhold any sum representing diminution of the value of the goods resulting from handling other than handling necessary to establish the nature, characteristics and functioning of the goods.

33. Consumers who order goods to be specially made or personalised may cancel the order within 14 days of receipt of our acceptance provided that we have not started work on the order. Unless specifically requested we will not start work until after the expiry of this cancellation period. Reimbursement of all sums paid will be made within 14 days of receipt of the cancellation notice. This right may be exercised by informing us in writing (which may be by letter, email or on-line) within that period that the consumer is exercising the right to cancel.

## LIMITATION OF LIABILITY

34. We will refund or credit the price of faulty goods or replace them (at our option) but we will not be liable to you for any other loss or damage, direct or indirect, consequential or otherwise, whether or not we have been negligent, but subject to paragraph 35.
35. Nothing in these terms excludes or restricts our liability for death or personal injury resulting from our own negligence or the negligence of a person or persons for whom we are vicariously liable or in circumstances where statute or regulation imposes strict liability on us.

## SAMPLES

36. Samples will be invoiced to you on despatch and will be credited in full provided they are returned to us carriage paid, unused and within 30 days of delivery, otherwise the price, including any applicable carriage and VAT, becomes immediately payable.

## SET OFF OR COUNTERCLAIM

37. You are not entitled to withhold by way of set off or counterclaim any payment or part payment of the contract price or other amounts owing to us.

## ENGLISH LAW

38. This contract shall be governed by and construed and interpreted in accordance with English Law and shall be subject to the exclusive jurisdiction of the English Courts.