

Avanti Cleaning Solutions

Terms and Conditions

These Terms & Conditions govern the sale of goods by Avanti Cleaning Solutions of 179 South Liberty Lane, Ashton, Bristol, BS3 2TN.

1. Definition and Interpretation in these Conditions

- 1.1 'Contract' means the quotation, these Conditions of Sale, and any other document incorporated in a contract between the Seller and the Buyer.
- 1.2 'Buyer' means any person, firm or company receiving a quotation from and/or placing an order with the Company.
- 1.3 'Goods' means every item of goods or part thereof supplied by the Seller.
- 1.4 'Company' means Avanti Cleaning Solutions.

2. General

- 2.1 These conditions apply to the Contract for sale of goods by the Company and supercede any previous Conditions of Sale published by the Company.
- 2.2 These conditions apply whether the Buyer is making a transaction via our website or by any other means. As a user of the Company website, the Buyer acknowledges that any transactions made are subject to these Conditions. It is the Buyer's responsibility to read these Conditions on each occasion the website is used, and the Buyer's continued use of the website shall signify acceptance to be bound by the latest Conditions.
- 2.3 These Conditions apply to the Contract for sale of goods to the exclusion of any other terms or conditions contained or referred to in any order, letter, form or Contract sent by the Buyer to the Company and the provisions of these Conditions shall prevail unless expressly varied by agreement in writing and signed by an authorised person on the Company's behalf.
- 2.4 All brochures, price lists, samples, particulars or dimensions and any other descriptive materials submitted to the Buyer are intended to give a general impression of the goods. The Company reserves the right to make alterations to the specification or source of manufacture of the Goods without prior notification to the Buyer provided the Goods are of equivalent quality and have the same functionality.
- 2.5 If any of these Conditions is held by a competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in questions shall not be affected.

3. Quotation and Orders

- 3.1 No contract for the supply of Goods will be created by the acceptance of an order or quotation until the Company acknowledges the order or commences work on the order.
- 3.2 The Company may refuse to accept any order based upon a quotation if the quotation is open for acceptance in an unlimited period.
- 3.3 The Company reserves the right to increase the price quoted per unit for Goods if the Buyer orders fewer than the number of units on which the quotation was based, or if the cost price to the Company increases.

4. Price and Payment Terms

- 4.1 The price payable for the goods shall be the price applicable at the date of dispatch unless otherwise contracted.
- 4.2 The Company reserves the right to issue new pricing at any time without prior notice.
- 4.3 All prices whether on website, catalogue or price list, are exclusive of Value Added Tax (VAT) which will be charged at the current rate.
- 4.4 All prices whether on website, catalogue or price list are exclusive of delivery charges, which may be applicable (refer to Clause 8 - Carriage - for details).
- 4.5 The Buyer shall pay the invoice price of the Goods in pounds sterling within 30 days of the date of the Company's invoice, where the Buyer has a credit account set up with the Company, unless otherwise expressly agreed in writing. Time for payment shall be the essence of the contract.
- 4.6 Where payment is made by credit or debit card, payment will be taken from the Buyer's card at the time of receipt of the order. Payment must be received for the full price of the goods, and any applicable charges for carriage, before the order can be processed.
- 4.7 The Company reserves the right to charge interest at 4% above the Bank of England base rate per month on overdue balances.
- 4.8 Without prejudice to any other rights of the Company, if there is reason to doubt that the amounts due from the Buyer under the terms of the Contract will be paid in full according to the terms thereof, then the Company reserves the right to require payment in full before delivering or performing any services for the Buyer.
- 4.9 In the event of the Buyer failing to make payment when due, the Company may, without prejudice to the Company's other rights or remedies:
 - i. Cancel the contract or suspend any further deliveries of Goods; and
 - ii. Demand immediate payment for all other Goods invoiced even if not yet due for payment; and
 - iii. Charge the Buyer interest on the amount unpaid at the rate of 4% above the Bank of England base rate.

5. Delivery, Performance and Force Majeure

- 5.1 Any date quoted for delivery of the Goods is given in good faith but is an estimate and the Company shall not be liable for any expenses, losses or damages caused by late performance or delay in delivery of the Goods howsoever caused. Time of delivery shall not be the essence of the Contract.
- 5.2 The Company will endeavour to contact the Buyer to advise in the case of any delay.
- 5.3 The Company may substitute alternative Goods for those ordered by the Buyer provided the alternatives are of equivalent quality and perform the same function.
- 5.4 The Company reserves the right to make part deliveries and to submit invoices for Goods supplied as part of an order.
- 5.5 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Company to deliver any one or more of the instalments in accordance with these conditions shall not entitle the Buyer to treat the Contract as a whole as repudiated.
- 5.6 Upon delivery of the Goods, the Buyer will be asked to sign a Proof of Delivery to acknowledge safe receipt. It is the responsibility of the Buyer to ensure that the Goods delivered correspond with the Delivery Note. Where a discrepancy occurs or where there is evident damage to the packaging, this

should be noted on the Proof of Delivery. The Company will not be liable for discrepancies or damage evident on delivery where the Buyer accepts and signs the Proof of Delivery without amendment.

- 5.7 The Company will incur no liability for loss, damage or defect in the Goods prior to delivery or for any claim that Goods are not in accordance with the Contract (be it a defect, loss, damage or other non-compliance obvious on a reasonable inspection of the Goods), or for non-delivery UNLESS such claims are notified in writing to the Company within 5 days of receipt of delivery (or within 7 days of the date given on the invoice in the case of complete non-arrival of the goods). In the case that the defect or loss is not apparent from a reasonable inspection, the Buyer should report this within a reasonable timeframe.
- 5.8 In the event of a valid claim for non-delivery, loss or damage, the Company agrees to replace the goods at its expense OR to issue a credit note in respect of the Goods lost or damaged in transit, at its discretion and provided that:
- i. The Buyer specifies on the Carrier's Consignment Note (where a carrier is used) or the Company Delivery Note (where the Company delivers directly) details of such loss or damage, if evident on delivery; and
 - ii. In respect of damage to all or part of the Goods or loss of part of the Goods comprised in the Contract, notification is made to the Company in writing within 5 days of delivery of the Goods (where defect or loss evident on delivery) and separately to the carrier (if such carrier was used to deliver the Goods) within the period stipulated by the carrier's Terms of Carriage for claims against the carrier. In the case that the defect or loss is not apparent from a reasonable inspection, the Buyer should report this within a reasonable timeframe; and
 - iii. In respect of complete non-arrival of all the Goods comprised in the Contract, notification is made to the Company within 7 days of the date given on the invoice.
- 5.9 Where Goods are found to be defective (except for fair wear and tear), Goods must be returned to the Company's premises at the Buyer's expense before goods are replaced or credit note issued (or before money is refunded to credit or debit card for transactions made via the Company's website). Where Goods are replaced at the discretion of the Company, the property in the replaced Goods shall revert to the Company.
- 5.10 Where Goods are produced to meet the special requirements of an individual Buyer or are manufactured to the Buyer's specification, the Buyer shall not be entitled to cancel the order. This would include Goods that are produced under a Buyer's own label.
- 5.11 If the Buyer fails to give notice in accordance with the above, the Goods shall be deemed to be in all respects in accordance with the Contract.
- 5.12 Force Majeure - The Company shall be entitled to delay, cancel or deliver only part of the Goods if and to the extent that it is prevented from or hindered in obtaining or delivering Goods by normal means of delivery through circumstances beyond its control including but not limited to strikes, lockouts, accidents, war, fire, breakdown or unavailability of plant or machinery or shortage or unavailability of materials from normal sources of supply.

6. Returns

- 6.1 Goods that are in accordance with the Contract cannot be returned without the Company's prior written authorisation. Duly authorised returns shall be sent to the Company's premises at the Buyer's expense. In the event that the Company, at its discretion, agrees to accept the return for credit of unwanted products, the Goods must be returned with the Company's prior written agreement within 14 days of delivery. The Goods must be unopened and in perfect re-saleable condition.

7. Passing of Title and Risk

- 7.1 Title to the Goods supplied by the Company shall not pass to the Buyer until the Buyer has paid the Company in full:
- i. The full purchase price of the goods.
 - ii. The full purchase price of any other Goods supplied by the Company to the Buyer.
 - iii. Any other sum which is due to the Company by the Buyer at the date that payment is made for the Goods.
- 7.2 Pending the passing of title to the Goods supplied to the Buyer, the Buyer undertakes to keep the Goods separate from any other Goods so that the Goods supplied are readily identifiable as the property of the Company and are held as bailee and fiduciary agent for the Company.
- 7.3 The risk of damage or loss of the Goods shall pass to the Buyer when the Goods are delivered.
- 7.4 Failure to pay the full amount when due shall give the Company, and its servants or agents, the right to enter on any land or premises occupied or owned by the Buyer in order to repossess the Goods, with or without prior notice.
- 7.5 The Company shall have the right to sell the Goods once they have been repossessed under this condition.
- 7.6 The Buyer may resell the Goods supplied under the Contract but not yet paid for in the normal course of business provided always that the Buyer shall account in a fiduciary capacity to the Company for the proceeds of sale (to the extent of the Buyer's indebtedness to the Company) keeping the same separate and identifiable from its other monies.
- 7.7 Title to any Goods ordered on the Company website shall pass to the Buyer on delivery of the products provided the Company has processed and received payment in full for the Goods.

8. Carriage

- 8.1 Where no specific instructions are given about the manner in which the Goods are to be delivered to the Buyer or the delivery address, the Company reserves the right to use its discretion to choose the means of carriage to the Buyer and to direct the Goods to the Buyer's last known business address. Any specific instructions in this regard must be given to the Company at the time of order, and the Company reserves the right to charge the Buyer for delivery where such specific instructions are given.
- 8.2 The Company reserves the right to charge carriage on orders below a minimum amount.
- 8.3 Where the Buyer requests delivery in a special manner, for instance express carriage or post, carriage shall be charged to the Buyer.

9. Conditions and Warranties

- 9.1 The descriptions and illustrations shown in any website or catalogue at the time of going to press are to the best belief of the Company correct, but the Company reserves the right to make any improvements, alterations or any reasonable variations in size and weight in the supply of any of the Goods so described whether for reason of availability of materials or for any other reason.
- 9.2 The Buyer may not reject the Goods on the basis that they fail to correspond with the description and which is so slight in the context of the nature of the Goods and their intended use that it would be unreasonable for the Buyer to reject them. No defect in part of the Goods nor failure of part to correspond with the description shall entitle the Buyer to reject any other part of the Goods.

10. Representation

- 10.1 No employee or agent of the Company has any authority to vary these conditions and no statement, description, information or recommendation contained in any catalogue, price list, website, advertisement or made verbally by any of the Company's agents or employees shall enlarge, vary or override any of the Conditions.

11. Errors and Omissions Excepted

- 11.1 All quotations and prices listed on the Company's website, catalogue and price lists are subject to Errors and Omissions Excepted.
- 11.2 Whilst every care is taken to ensure that prices on the Company's website, catalogue or price lists are accurate, errors may occur and the Buyer will be informed of these as soon as possible and given the opportunity to reconfirm the order at the correct price or cancel it.

12. Liability and Indemnity

- 12.1 The Company will take all reasonable precautions to keep the details of the Buyer's order and payment secure (for transactions carried out on the Company's website) but cannot be held liable for any losses caused as a result of unauthorised access to information provided by the Buyer, unless the Company is negligent.
- 12.2 The Company will use reasonable endeavours to verify the accuracy of information contained within the website or other Company literature but makes no representation or warranty of any kind, express or implied, statutory or otherwise regarding the contents.
- 12.3 Specifically, the Company makes no representation or warranty of any kind, express or implied, statutory or otherwise regarding the contents or availability of the Company's website or that it will be timely or error-free, or that the site or server that makes it available are free of viruses or bugs. The Company will not be responsible or liable to the Buyer for any loss of content or material uploaded or transmitted through the website and the Company accepts no liability of any kind for any loss or damage from action taken in reliance on material or information contained on the site.
- 12.4 The Company will not be liable for any economic losses (including without limitation loss of revenues, data, profits, business); loss of goodwill or reputation; disappointment; administrative inconvenience or any indirect or consequential damage or loss arising from any matter in relation to the Goods and shall have no liability to pay any money to the Buyer by way of compensation other than any refund we make under these Conditions.
- 12.5 Nothing in this agreement shall limit the Company's liability for death or personal injury caused by its negligence.

13. Jurisdiction

- 13.1 The Contract shall be governed in all respects by English law and be subject to the sole jurisdiction of the English Courts.