



**SHORETAN
LEISURE**



6 & 7 Merrylees Industrial Estate,
Leeside, Nr. Desford,
Leicestershire, LE9 9FS

info@shoretan.com
tel #01530 231000

Terms & Conditions relating to the sale of goods

Last Updated 02 / July / 2018

1) DEFINITIONS

“Company” means Shoretan Leisure

“Client” means the person, firm or company placing an order with the Company.

“Goods” means any goods and/or services provided by the Company as ordered by the Client.

2) APPLICATION

2.1 These terms and conditions apply to any sale of goods from the Company.

3) ORDERS

3.1 Orders will be deemed to have been placed when an official Purchase Order or confirmation of payment has been received from a responsible executive of the client company.

3.2 All orders received from the Client are subject to availability.

3.3 The Company will endeavour and take all available steps to ensure the Goods supplied are dispatched in a timely fashion.

4) RISK OF LOSS

5.1 The risk of loss or damage to the Goods shall pass to the Client upon delivery of the Goods.

5) PAYMENTS

6.1 New clients or other clients out of terms may be expected to pay in advance for Goods, or the company's services and repairs. The company reserves the right to refuse credit to the client.

6.2 All other invoices issued by the Company shall be paid by the Client within thirty 30 days of the date of invoice unless otherwise agreed in writing by the Company. In the event of late payment, the Company may charge interest on the amount outstanding before and after judgement at the rate of five (5) percent above the Base Rate of the Bank of England in force from the due date until the date of payment. In addition, invoices unpaid for more than 60 days after the invoice date could lead to the client's account being passed on to debt collection agency Daniels Silverman Ltd, all costs of which will be payable by the client.

6.3 If any amount of an invoice is disputed then the Client shall inform the Company of the grounds for such dispute within seven days of delivery of the goods and shall pay to the Company the value of the invoice less the disputed amount in accordance with these payment terms. Once settlement of the dispute has been agreed, any sum then outstanding shall also be payable in accordance with these payment terms.

6.4 The Company reserves the right to increase a quoted fee in the event that the client requests an incorrect service, repair or a variation to the work requested.

6) DELIVERIES & COLLECTIONS

7.1 All the collections and deliveries arranged by the company are performed by the Company's designated courier firms.

7.2 Shipping and freight on warranty items are not free and are fully chargeable.

7) NOTICE / UPDATES / ALTERATIONS

8.1 The Company reserves the right to alter, modify and update this contract without prior notice.

8) LOSS OR DAMAGE TO SUPPLIES

The Company will take all reasonable steps to ensure the protection from loss, damage or destruction of the Goods and services supplied to the Client. Any loss of Client's equipment in transit (when arranged by the company) or at our factory will be covered and replacement Goods will be supplied free of charge.

9) USAGE OF THE SERVICES

10.1 The Client is entitled to chose whichever service the Company offers. The Company reserves the right to increase a quoted fee in the event that the client requests an incorrect service, repair or a variation to the work requested.

10.2 The Company reserves the right to alter, or amend the service, supply and repair fees without notice, unless an order has already been processed by the Company.

10) CONFIDENTIALITY

Both parties shall maintain strict confidence and shall not disclose to any third party any information or material relating to the other or the other's business which comes into that party's possession and shall not use such information and material without written permission by the other party. This provision shall not, however, apply to information or material which is, or becomes, public knowledge by means other than by breach by a party to this clause.

11) EMPLOYMENT OF PERSONNEL

All personnel in the Swimsuit Dryer Company are fully factory trained and qualified engineers covered to manufacture, service, repair and electrically test the Swimsuit Dryers.

12) WARRANTY

All Goods supplied by the Company will receive a warranty in accordance to the manufacturer's specifications. Please refer to specific warranty terms and conditions for Goods purchased.

13) LIMITATION OF LIABILITY

19.1 The Company shall not be liable for any claim arising out of the performance, non-performance, delay in delivery of or defect in the Goods nor for any special, indirect, economic or consequential loss or damage howsoever arising or howsoever caused (including loss of profit or loss of revenue) whether from negligence or otherwise in connection with the supply, functioning or use of the Goods.

19.2 The Client shall fully indemnify the Company against any liability to third parties arising out of the Client's use of the Goods.

14) FORCE MAJEURE

The Company will not be liable to the Client for any loss or damage suffered by the Client as a direct result of the Company, its sub-contractors or the list-owner from whom the sample or other service or material is derived being unable to perform the Contract in the way agreed by reason of cause beyond its control including Act of God, accident, war, riot, lockout, strike, flood, fire, power failure, breakdown of plant or machinery, delay in transit, postal delay, or any other unexpected or exceptional cause or circumstance.

15) GOVERNING LAW

These Terms of Trading shall be subject to and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts.