



The Consultancy Group
Terms of Trading - August 2009

1. Price

1.1. The price quoted excludes VAT (unless otherwise stated (The rates of and VAT due and any other taxes and duties on the goods will be those applying at the time of delivery

1.2. Our quotations laps after 7 days (unless otherwise agreed)

1.3. The price quoted excludes delivery (unless otherwise stated)

1.4. The price quoted for some equipment is a discounted price which depends on certain conditions being met (for example, the equipment being connected to the appropriate network within a stated period) If some or all of these conditions are not met, you must pay us an additional cost plus VAT. Further details of these costs are available on request.

1.5. At any time before delivery we may adjust the price to reflect any increase in our costs of supplying the goods.

2. Delivery

2.1. All delivery times quoted are estimates only

2.2. If we fail to deliver within a reasonable time, you may (by informing us in writing) cancel the contract, however:

2.2.1. You may not cancel if we receive your notice after the goods have been dispatched; and

2.2.2. If you cancel the contract, you can have no further claim against us under that contract.

2.3. If you accept delivery of the goods after the estimated delivery time, it will be on the basis that you have no claim against us for delay (including indirect or consequential loss, or increase in the price of the goods)

2.4. We may deliver the good in instalments. Each instalment may be treated buy us as a separate contract.

3. Delivery and safety

3.1. We may decline to deliver if:

3.1.1. We believe that it would be unsafe, unlawful or unreasonably difficult to do so; or

3.1.2. The premises (or the access to the) are unsuitable for our vehicle

4. Payment terms

4.1. You are to pay us by cheque or in cash (or otherwise cleared funds such as credit card) when placing your order, unless you have an approved credit account. All cheque on delivery payments will incur a Transax service charge.

4.2. Unless otherwise agreed if you have an approved business credit account, payment will be collected by monthly direct debit (allowing 14 days after the date of our invoice) unless otherwise agreed in writing.

4.3. If you do not wish to pay your credit account by direct debit then we may (at our absolute discretion) accept payment by other means within 14 days of our invoice.

4.4. If you fail to pay us (or we cannot collect by monthly direct debit) in full on the due date:

4.4.1. We may suspend or cancel future deliveries

4.4.2. We may cancel any discount offered to you

4.4.3. You must pay us interest at the rate equivalent to that set for the purposes of s6 of the late payment of commercial debt (interest) Act 1998.

4.4.3.1. Calculated (on a daily basis from the date of our invoice until payment.

4.4.3.2. Compounded on the first day of each calendar month; and before and after and judgement (unless the court orders otherwise)

4.5. If you fail to make payment in the instance where a cheque payment or direct debit arrangement being dishonoured or cancelled you must pay an additional administration charge of £25 plus VAT

4.6. If you have an approved credit account, we may withdraw it or reduce your credit limit or bring forward your due date for payment. We may do any of those at any time without notice.

4.7. You do not have the right to set off any money you may claim from us against anything you may owe us.

4.8. We have the right to set-off any amounts due to us from you against any amount you may owe us.

4.9. While you owe money to us, we have the lien on any of your property in our possession.

4.10. You are to indemnify us in full and hold us harmless from all expenses and liabilities we may incur (directly or indirectly and including legal costs on a full indemnity basis.) following any breach by you of and of your obligation under these terms.

5. Title

5.1. Until you pay all debts you may owe us:

5.1.1. All goods supplied by us remain our property

5.1.2. You must store them so they are clearly identifiable as our property

5.1.3. You must insure them (against the risks for which a prudent owner would insure them) and hold the policy on trust for us.

5.1.4. You may use the goods in the ordinary course of your business, but not if:

5.1.4.1. We revoke that right by informing you in writing or

5.1.4.2. You become insolvent.

5.2. You must inform us (in writing) if you become insolvent

5.3. If your right to use the goods ends you must allow us to remove the goods.

5.4. We have your permission to enter any of the premises where the goods may be stored:

5.4.1. At any time, to inspect them; and

5.4.2. After your right to use and sell them has ended, to remove them , using reasonable force if necessary

5.5. Despite our retention of the title to the goods, we have the right to take legal proceedings to recover the price of goods supplied should you not pay us by the due date.

5.6. Unless otherwise agreed you are not our agent and you have no authority to make any contract on our behalf in our name.

6. Risk

6.1. The goods are at your risk from the time of delivery.

6.2. Delivery take place either:

6.2.1. At our premises (if you are collection them or arranging carriage); or

6.2.2. At your premises (if we are arranging carriage)

6.3. You must inspect the goods on delivery. If any goods are damaged (or not delivered) you must write to tell us within three working days of the delivery (or the expected delivery time). You must give us (and any carrier) a fair chance to inspect the damaged goods.

7. Warranties

7.1. We warrant that the goods :

7.1.1. Comply with their description on our acknowledgement of order form,

7.1.2. Are free from material defect at the time of delivery (as long as you comply with clause 6.3 and,

7.1.3. Have the benefit of any warranty provided by the manufacturer

7.2. We give no other warranty (and exclude any warranty, term or condition that would otherwise be implied) as to the quality of the goods or their fitness for any purpose.

7.3. If the goods develop a fault within thirty days of delivery, you must:

7.3.1. Inform us (in writing), with full details within three days of discovering the fault, and

7.3.2. Allow us to investigate (we may need to examine the goods) if the goods are found to be defective in material or workmanship (following our investigations, and you have complied with those conditions (in clause 7.3) in full, we will (at our option) replace the goods or refund the price.

7.4. If the goods develop a fault after thirty days of delivery time then you have the benefit of any manufacturer's warranty and you should contact the manufacturer of the goods.

7.5. We are not liable for any other loss or damage (including indirect or consequential loss, financial loss, loss of profits or loss of use) arising from the contract or the supply of goods or their use, even if we are negligent.

7.6. Our total liability to you (from one single cause) for damage to property caused by our negligence is limited to 1.0 million pounds.

7.7. For all other liabilities not referred to elsewhere in these terms our liability is in damages to the price of the goods.

7.8. Nothing in these terms restricts or limits our liability for death or personal injury resulting from negligence

8. Returning of goods

8.1. Unless otherwise agreed we will accept returns from you only if you comply with the returns policy of the appropriate manufacturer or supplier of the goods and with clause 8.2

8.2. We will not accept the return of goods from you except:

8.2.1. By prior arrangement (confirmed in writing)

8.2.2. On payment of an agreed handling charge (unless the goods were defective when delivered); and

8.2.3. Where the goods are fit for sale on their return as they were on delivery.

9. Cancellation

9.1. If the order is cancelled (for any reason) you are then to pay us for all stock (finished or unfinished) that we may then hold (or to which we are committed) for the order

9.2. We may suspend or cancel the order, by written notice if:

9.2.1. You fail to pay us any money due (under the order or otherwise)

9.2.2. You become insolvent

9.2.3. You fail to honour your obligations under these terms

9.3. You may not cancel the order unless we in writing (and clauses 2.2.2 and 9.1 then apply)

10. Waiver and variations

10.1. Any waiver or variation of these terms is binding in honour only unless

10.1.1. Made (or recorded) in writing

10.1.2. Signed on behalf of each party; and

10.1.3. Expressly stating an intention to vary these terms.

11. Force majeure

11.1. If we are unable to perform our obligations to you (or able to perform them only at unreasonable cost) because of circumstances beyond our control, we may cancel or suspend any of our obligations to you, without any liability

11.2. Examples of these circumstances include act of God, accident, explosion, fire, transport delays, strikes and other industrial disputes and difficulty in obtaining supplies.

12. General

12.1. English law is applicable to any contract made under these terms. The English and Welsh courts have non-exclusive jurisdiction.

12.2. If you are more than one person, each of you has joint and several obligations under these terms.

12.3. If any of these terms are unenforceable as drafted

12.3.1. It will not affect the enforceability of any other terms; and

12.3.2. If it would be enforceable if amended, it will be treated as so amended

12.4. We may treat you as insolvent if:

12.4.1. You are unable to pay your debts as they fall due; or

12.4.2. You (or any item of your property) become subject of

12.4.2.1. Any formal insolvency procedure (examples of which include receivership, liquidation, administration, voluntary arrangements (including a moratorium) or bankruptcy)

12.4.2.2. Any application or proposal for any formal insolvency procedure; or

12.4.2.3. Any application, procedure or proposal overseas with similar effect or purpose

12.5. All brochures, catalogues and other promotional materials are to be treated as illustrative only. Their contents form no part of any contract between us and you should not rely on them in entering into any contract with us.

12.6. Any notice be either of us which is to be served under these terms may be served by leaving it at or by delivering it to (by registered post or fax) the others registered office or principal place of business. All such notices must be signed.

12.7. No contract will create any right enforceable (by virtue of the contracts (Rights of Third Parties) Act 1999) by any person not identified as the buyer or seller.

12.8. The only statements upon which you may rely in making the contract with us, are those made in writing by someone who is our authorised representative and either;

12.8.1. Contained in our estimate (or any covering letter) and not withdrawn before the contract is made; or

12.8.2. Which expressly state that you may rely on them when entering in to the contract

12.9. Nothing in these terms affects or limits our liability for fraudulent misrepresentation

12.10. You must inform us as soon as possible in the event of any change (or proposed change) of control (as defined in s.840 income and corporation taxes act 1988) or any change of name or trading name. If we believe that such a change puts our business at risk, we have the right, upon giving you written notice, to terminate the contract between us. That termination will not affect our other rights under the contract or end any of your outstanding liabilities.