

Our terms

1. These terms

1.1 What these terms cover. These are the terms and conditions on which we supply products to you, whether these are goods, services or digital content.

1.2 Why you should read them. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

1.3 Are you a business customer or a consumer? In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:

- You are an individual.
- You are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

Provisions specific to consumers only are in **red** and those specific to businesses only are in **blue**.

1.4 If you are a business customer this is our entire agreement with you. If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement. You waive any right that you may otherwise have to rely on any term endorsed upon, delivered with or contained in any of your documents which are inconsistent with these terms and conditions.

2. Information about us and how to contact us

2.1 Who we are. Vantage England & Wales Limited a company registered in England and Wales. Our company registration number is 11739140 and our registered office is at 4 Grovemere Court, Bicton Industrial Park, Kimbolton, Cambridgeshire, PE28 0EY.

2.2 How to contact us. You can contact us by telephoning our customer service team at 01480 861824 or by writing to us at sales@vantage-ag.uk, 4 Grovemere Court, Bicton Industrial Park, Kimbolton, Cambridgeshire PE28 0EY

2.3 How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

3. Our contract with you

3.1 Quotations. If we provide you with a quotation, this will be valid for 28 days from the date that we issue the quotation.

3.2 How we will accept your order. Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.

3.3 If we cannot accept your order. If we are unable to accept your order, we will inform you of this and will not charge you for the product. We may be unable to accept your order because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.

3.4 Your order number. We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

3.5 We only sell to the UK. Our website is solely for the promotion of our products in the UK. Unfortunately, we do not accept orders from addresses outside the UK.

4. Our products

4.1 Products may vary slightly. The samples of the products and drawings or images of the products on our website and in our catalogues, brochures and advertising material are for illustrative purposes only. Your product may vary slightly from those samples, drawings and images.

4.2 Product packaging may vary. The packaging of the product may vary from that shown in images on our website and in our catalogues, brochures and advertising material.

4.3 Making sure your measurements and specifications are accurate. You are responsible for ensuring that any measurements or specifications you provide to us are complete and accurate in all respects.

4.4 Making sure your equipment is compatible with our product. You are responsible for ensuring that the products you order from us are compatible with any equipment or processes with which you may wish to use with our products.

5. Your rights to make changes

If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

6. Our rights to make changes

6.1 Minor changes to the products. We may change the product:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements, for example to address a security threat.

These changes will not affect your use of the product.

6.2 More significant changes to the products and these terms. In addition, as we informed you in the description of the product on our website, we may make more significant changes to these terms or the product, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any products paid for but not received.

6.3 Updates to digital content. If the product incorporates digital content from third party manufacturers or suppliers, they may update or require you to update this digital content. We have no control over the changes that they may make to the digital content and it is possible that they may update or require you to update digital content in a way which either adds or removes functionality to or from the product, or causes the product to reach the end of its life.

7. Providing the products

7.1 Delivery costs. The costs of delivery will be as set out in our quotation, or as displayed to you on our website.

7.2 When we will provide the products. During the order process we will let you know when we estimate will provide the products to you. Any dates for delivery are approximate only and the time of delivery is not of the essence. If the products are ongoing services or subscriptions, we will also tell you during the order process when and how you can end the contract.

7.3 We are not responsible for delays outside our control. If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

7.4 If you are not at the delivery address when the product is delivered. You are responsible for providing a valid, accurate delivery address at point of order. If no one is available at your address to take delivery and the products cannot be posted through your letterbox, we will leave you a note

informing you of how to rearrange delivery or collect the products from a local depot.

7.5 If you do not re-arrange delivery. If, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery we may end the contract and clause 10.1(g) will apply.

7.6 If you do not allow us access to provide services. If you do not allow us (or our employees, agents, consultants and sub-contractors) access to your property to perform the services as arranged by us we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 10.1(g) will apply.

7.7 When you become responsible for the goods. A product which is goods will be your responsibility from the time we deliver the product to the address you gave us.

7.8 When you own goods. You own a product which is goods once we have received payment in full. Until you own a product, you it on our behalf and must store it separately from all other goods that you hold so that it remains readily identifiable as our property and you must not remove, deface or obscure any identifying mark or packaging on or relating to the product. Until you own a product, you must maintain it in good condition and fully insured against all risks and if requested by us, you must immediately return the product to us and if you fail to do so promptly, you agree that we may enter any premises where the product is stored in order to recover it.

7.9 What will happen if you do not give required information to us. We may need certain information from you so that we can supply the products to you, for example, information necessary to provide installation services. If so, this will have been stated in the description of the products on our website, or in our catalogues, brochures or advertising material. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 10.1(g) will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

7.10 Installation services. If your order includes an installation service, we will use reasonable skill and care in providing the installation service. You must co-operate with us in all matters relating to the installation service, as well as complying with your other obligations under these terms and conditions.

7.11 Research and development services. We may agree to provide research and development services for business customers. In that case, we will use reasonable endeavours to achieve the objectives of the research and development project as set out in the project plan, but we do not undertake that the research and development will lead to any particular conclusion and we do not guarantee a successful outcome to the research and development project. You must co-operate with us in all matters relating to the research and development project, as well as complying with your other obligations under these terms and conditions.

7.12 Intellectual Property Rights. You acknowledge that we (or our licensors) own and will retain all of the Intellectual Property Rights in connection with the products and all deliverables and other reports, documents, materials, techniques, ideas, concepts, know-how, algorithms, software, computer code, routines or sub-routines, specifications, plans, notes, drawings, designs, pictures, images, text, audio-visual works, inventions, data, information and other items, expressions, works or authorship or work product of any kind that are authored, produced, created, conceived, collected, developed, discovered or made by us or any (or our sub-contractors) in connection with the products or which relate in an manner to the products or which result from any work performed by us (or our sub-contractors) for you. Intellectual Property Rights include, without limitation, patents, rights to inventions, copyright and related rights, trade marks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer

software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all existing and future rights capable of present assignment, applications for and renewals or extensions of and rights to claim priority from such rights, and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

7.13 Reasons we may suspend the supply of products to you. We may have to suspend the supply of a product to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the product to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the product as requested by you or notified by us to you (see clause 6).

7.14 Your rights if we suspend the supply of products. We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. If we have to suspend the product for longer than 1 month in any 12 month period we will adjust the price so that you do not pay for products while they are suspended. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 3 months and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

7.15 We may also suspend supply of the products if you do not pay. If you do not pay us for the products when you are supposed to (see clause 14.4) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will not suspend the products where you dispute the unpaid invoice (see clause 14.8). We will not charge you for the products during the period for which they are suspended. As well as suspending the products we can also charge you interest on your overdue payments (see clause 14.7).

8. Your rights to end the contract

8.1 You can always end your contract with us. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing, when you decide to end the contract and whether you are a consumer or business customer:

- (a) **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), see clause 12 if you are a consumer and clause 13 if you are a business;
- (b) **If you want to end the contract because of something we have done or have told you we are going to do,** see clause 8.2;
- (c) **If you are a consumer and have just changed your mind about the product, see clause 8.3.** You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods;

(d) In all other cases (if we are not at fault and you are not a consumer exercising your right to change your mind), see clause 8.6.

8.2 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming change to the product or these terms which you do not agree to (see clause 6.2);
- (b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;

<p>(c) there is a risk that supply of the products may be significantly delayed because of events outside our control;</p> <p>(d) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 1 month;</p> <p>(e) you have a legal right to end the contract because of something we have done wrong.</p>	<p>9. How to end the contract with us (including if you are a consumer who has changed their mind)</p> <p>9.1 Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:</p> <ul style="list-style-type: none"> (a) Phone or email. Call customer services on 01480 861824 or email us at sales@vantage-ag.uk. Please provide your name, address, details of the order, your phone number and email address. (b) By post. Print off the form at the end of these terms and conditions and post it to us at the address on the form. Or simply write to us at that address, including details of what you bought, when you ordered or received it and your name and address. <p>9.2 Returning products after ending the contract. If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must either post them back to us at 4 Grovemere Court, Bilton Industrial Estate, Kimbolton, Cambridgeshire, PE28 0EY or (if they are not suitable for posting) allow us to collect them from you. Please call customer services on 01480 861824 or email us at sales@vantage-ag.uk for a return label or to arrange collection. <i>If you are a consumer exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.</i></p>	<p>on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For information about how to return a product to us, see clause 9.2.</p> <p>(b) In all other cases, your refund will be made within 14 days of your telling us you have changed your mind</p>	<p>as a result of your breaking the contract. In the event that you have not paid in full and in advance for all products supplied under the contract, you must immediately pay all of our outstanding invoices and interest, and in respect of any products supplied for which no invoice has been submitted, we shall submit an invoice to you which will be payable immediately on receipt.</p>
<p>8.3 Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013). If you are a consumer then for most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.</p>	<p>8.4 When consumers do not have a right to change their minds. <i>Your right as a consumer to change your mind does not apply in respect of:</i></p> <ul style="list-style-type: none"> (a) products which have been made to your specification or personalised; (b) services where you have requested a visit for urgent repairs or maintenance; (c) digital products after you have started to download or stream these; (d) services, once these have been completed, even if the cancellation period is still running; (e) products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them; (f) sealed audio or sealed video recordings or sealed computer software, once these products are unsealed after you receive them; and (g) any products which become mixed inseparably with other items after their delivery. 	<p>9.3 When we will pay the costs of return. We will pay the costs of return:</p> <ul style="list-style-type: none"> (a) if the products are faulty or misdescribed; (b) if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong; or 	<p>In all other circumstances <i>(including where you are a consumer exercising your right to change your mind)</i> you must pay the costs of return. This also includes circumstances in which it is shown that the product is not in fact faulty or misdescribed, but the issue you experienced was caused by user error or some other issue such as incompatibility with or failure of any other equipment with which the product is used, in which case you will be liable to reimburse us the costs of return that we have incurred.</p>
<p>8.5 How long do consumers have to change their minds? <i>If you are a consumer how long you have to change your mind depends on what you have ordered and how it is delivered.</i></p>	<ul style="list-style-type: none"> (a) Have you bought goods (for example, GPS equipment)? <i>If so, you have 14 days after the day you (or someone you nominate) receives the goods, unless Your goods are split into several deliveries over different days. In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery.</i> 	<p>9.4 What we charge for collection. If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection.</p>	<p>9.5 How we will refund you. If you are entitled to a refund under these terms we will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.</p>
<p>8.6 Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you are not a consumer who has a right to change their mind (see clause 8.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for goods or digital content is completed when the product is delivered, downloaded or streamed and paid for. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you are not a consumer who has changed their mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation (20%) for the net costs we will incur as a result of your ending the contract.</p>	<p>9.6 When we may make deduction from refunds if you are a consumer exercising your right to change your mind. <i>If you are exercising your right to change your mind:</i></p> <ul style="list-style-type: none"> (a) We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount. 	<p>9.7 When your refund will be made. We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind then:</p> <ul style="list-style-type: none"> (a) If the products are goods and we have not offered to collect them, your refund will be made within 14 days from the day 	<p>on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For information about how to return a product to us, see clause 9.2.</p> <p>(b) In all other cases, your refund will be made within 14 days of your telling us you have changed your mind</p>
<p>10. Our rights to end the contract</p>	<p>10.1 We may end the contract if you break it. We may end the contract for a product at any time by writing to you if:</p>	<p>(a) you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;</p>	<p>10.3 We may withdraw the product. We may write to you to let you know that we are going to stop providing the product. We will let you know at least 1 month in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.</p>
<p>11. If there is a problem with the product</p>	<p>How to tell us about problems. If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at 01480 861824 or write to us at sales@vantage-ag.uk, 4 Grovemere Court, Bilton Industrial Estate, Kimbolton, Cambridgeshire, PE28 0EY</p>	<p>12. Your rights in respect of defective products if you are a consumer</p>	<p>12.1 If you are a consumer we are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the products. Nothing in these terms will affect your legal rights.</p>
<p>Summary of your key legal rights</p>	<p>This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.</p>	<p>If your product is goods, for example GPS equipment, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:</p>	<p>a) Up to 30 days: if your goods are faulty, then you can get an immediate refund.</p>
<p>b) Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.</p>	<p>c) Up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.</p>	<p>See also clause 8.3.</p>	<p>If your product is digital content, for example software for GPS equipment, the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:</p>
<p>a) If your digital content is faulty, you're entitled to a repair or a replacement.</p>	<p>b) If the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back.</p>	<p>c) If you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation.</p>	<p>See also clause 8.3.</p>
<p>If your product is services, for example installation services for GPS equipment, the Consumer Rights Act 2015 says:</p>	<p>a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.</p>	<p>b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.</p>	<p>c) If you haven't agreed a time beforehand, it must be carried out within a reasonable time.</p>
<p>See also clause 8.2.</p>	<p>12.2 Your obligation to return rejected products. If you wish to exercise your legal rights to reject products you must either return them in person to where you bought</p>		

<p><u>them, post them back to us or (if they are not suitable for posting) allow us to collect them from you.</u> We will pay the costs of postage or collection, unless it is shown that is the not the product which is defective, but this issue you experienced was caused by user error or some other issue such as incompatibility with or failure of any other equipment with which the product is used, in which case you will be liable to reimburse us for any return costs which we incur. Please call customer services on 01480 861824 or email us at sales@vantage-ag.uk for a return label or to arrange collection.</p>	<p>see clause 14.3 for what happens if we discover an error in the price of the product you order.</p>	<p>15. Our responsibility for loss or damage suffered by you if you are a consumer</p>	<p>17. How we may use your personal information</p>
<p>13. Your rights in respect of defective products if you are a business</p>	<p>14.2 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.</p>	<p>15.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.</p>	<p>17.1 How we will use your personal information. We will only use your personal information as set out in our privacy policy found at www.vantage-ag.uk.</p>
<p>13.1 If you are a business customer we warrant that on delivery, and for a period of 12 months (for brand new goods) and 30 days (for second hand and re-conditioned goods) from the date of delivery (warranty period), any products which are goods shall:</p>	<p>(a) conform in all material respects with their description and any relevant specification;</p> <p>(b) be free from material defects in design, material and workmanship;</p> <p>(c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and</p> <p>(d) be fit for any purpose held out by us.</p>	<p>You will also have the benefit of the manufacturer's warranty for any products which are brand new goods, as opposed to second hand or reconditioned goods. The nature of the goods will be set out in the order and details of any manufacturer's warranty for brand new goods are available on request.</p>	<p>18. Other important terms</p>
<p>13.2 Subject to clause 13.3, if:</p>	<p>(a) you give us notice in writing during the warranty period within a reasonable time of discovery that a product does not comply with the warranty set out in clause 13.1;</p> <p>(b) we are given a reasonable opportunity of examining such product; and</p> <p>(c) you return such product to us at our cost, we shall, at our option, repair or replace the defective product, or refund the price of the defective product in full. If it is shown that is the not the product which is defective, but the issue you experienced was caused by user error or some other issue such as incompatibility with or failure of any other equipment with which the product is used, you will be liable for any costs which we incurred in connection with this clause 13.2.</p>	<p>14.3 What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.</p>	<p>18.1 We may use sub-contractors. We may use sub-contractors to comply with our obligations under these terms.</p>
<p>13.3 We will not be liable for a product's failure to comply with the warranty in clause 13.1 if:</p>	<p>(a) you make any further use of such product after giving a notice in accordance with clause 13.2(a);</p> <p>(b) the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the product or the instructions of the manufacturer (whether supplied in writing with the product or published by the manufacturer from time to time online) or (if there are none) good trade practice;</p> <p>(c) the defect arises as a result of us following any drawing, design or specification supplied by the Customer;</p> <p>(d) you alter or repair the product without our written consent; or</p> <p>(e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.</p>	<p>14.4 When you must pay if you are a consumer. When you must pay depends on what product you are buying:</p> <ul style="list-style-type: none"> (a) For goods, you must pay for the products before we dispatch them. We will not charge your credit or debit card until we dispatch the products to you. (b) For digital content, you must pay for the products before you download them. (c) For services, you must pay for the services before we provide them. 	<p>18.2 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract OR We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 28 days of us telling you about it and we will refund you any payments you have made in advance for products not provided..</p>
<p>13.4 Except as provided in this clause 13, we shall have no liability to you in respect of a product's failure to comply with the warranty set out in clause 13.1.</p>	<p>14.5 When you must pay if you are a business. If you meet our minimum requirements for credit, we will send you an invoice or a pro-forma invoice in arrears for the product</p> <ul style="list-style-type: none"> (a) For goods, after we dispatch them; (b) For digital content, after you download it; (c) For one-off services, after we provide them – for installation services, we will send you an invoice or pro-forma invoice after we have completed the physical installation on site, which may be before we are able to complete the software configuration; (d) For ongoing services, such as equipment hire, we will invoice you monthly in arrears; (e) You must pay our invoice or pro-forma invoice within 30 days of us sending it to you. The time for payment is of the essence. Where you make payment on a pro-forma invoice, we will subsequently issue you with a receipted invoice. (f) If you do not meet our minimum requirements for credit, when you must pay depends on what product you are buying: (g) For goods, you must pay for the products before we dispatch them. We will not charge your credit or debit card until we dispatch the products to you. (h) For digital content, you must pay for the products before you download them. (i) For services, you must pay for the services before we provide them. 	<p>15.3 When we are liable for damage to your property. If we are providing services in/ or on your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.</p>	<p>18.3 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.</p>
<p>13.5 These terms shall apply to any repaired or replacement products supplied by us under clause 13.2.</p>	<p>14.6 Our right of set-off if you are a business customer. If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).</p>	<p>15.4 When we are liable for damage caused by defective digital content. If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.</p>	<p>18.4 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.</p>
<p>14. Price and payment</p>	<p>14.1 Where to find the price for the product. The price of the product (which includes VAT) will be the price indicated in our quotation or on the order pages when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. However please</p>	<p>15.5 We are not liable for business losses. If you are a consumer we only supply the products for to you for domestic and private use. If you use the products for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause 16.</p>	<p>18.5 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.</p>
<p>14.2 What to do if you think an invoice is wrong. If you think an invoice is wrong, please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.</p>	<p>14.7 We can charge interest if you pay late. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Barclays Bank plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.</p>	<p>16.1 Nothing in these terms shall limit or exclude our liability for:</p> <ul style="list-style-type: none"> (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable); (b) fraud or fraudulent misrepresentation; (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; (d) defective products under the Consumer Protection Act 1987; or (e) any matter in respect of which it would be unlawful for us to exclude or restrict liability. 	<p>18.6 Except to the extent expressly stated in clause 13.1 all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.</p>
<p>14.3 Price and payment</p>	<p>14.8 What to do if you think an invoice is wrong. If you think an invoice is wrong, please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.</p>	<p>16.2 Subject to clause 16.1:</p> <ul style="list-style-type: none"> (a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and (b) our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited one hundred per cent (100%) of the total sums paid by you for products under such contract. 	<p>18.7</p>