

# TERMS AND CONDITIONS OF SALE OF INNOVATION IT SUPPORT LTD ("the company") Page 1 of 2

## 1. DEFINITIONS

"The Company": Innovation IT Support Limited

"The Client / The Site Owner": The business or individual requesting the services or purchasing products from Innovation IT Support Limited

## 2. GENERAL

Quotations are made and all orders accepted subject to the following conditions, notwithstanding anything which may be stated to the contrary in any correspondence. No terms and/or conditions which the Buyer may seek to impose shall apply or have any effect.

## 3. ORDERS

The Company reserves the right at any time to refuse orders or cancel any incomplete orders, due to circumstances outside its direct control. No contract shall arise between the Company and the Buyers unless and until the Buyer has accepted these Terms and Conditions either expressly in writing or verbally or by implication. The company may cancel this Agreement by given written notice in the event that:

- (i) Any invoices for the sale of the Company goods are overdue for payment.
- (ii) The manufacturer of the goods increases the price to the company
- (iii) Goods suddenly become unavailable to the company due to means beyond our control

## 4. PRICES. PRICE LISTS AND QUOTATIONS

The prices shown in any of our catalogues, price lists and websites are those ruling at the time of printing and are therefore subject to alteration without notice. Goods will be invoiced at prices ruling at the time of delivery to the customer. Quotations are made at the current prices and are for acceptance within 7 days from the date the quotation was made, otherwise they will be deemed to have been withdrawn.

## 5. RETURN OF UNWANTED GOODS

Any goods returned to the company that are not deemed to be faulty will be subject to a 20% restocking fee. Any software purchased from the Company cannot be returned once it has been removed from the premises and/or has been unsealed due to software licensing piracy.

## 6. PAYMENT CREDIT TERMS

The length of the credit terms are clearly stated on any invoice issued by the company unless otherwise stated, and may be withdrawn at any time by the discretion of the company. Time for payment shall be deemed to be of the essence of the contact and payment shall be made in accordance with the credit terms in full without any right of set off, deduction or withholding whatsoever. The company reserves the right to charge interest on any outstanding balances.

## 7. TITLE OF GOODS

All goods remain the property of the company until paid for in full.

## 8. RETURNED AND DISHONOURED CHEQUES

The company reserves the right to charge £20.00 for all unpaid items either returned or represented at the Company's bank. Any outstanding account balance will become immediately due for payment.

## 9. NO FAULT FOUND

In instances where a product is found to have No Fault Found you will still be subject to and hours labour charge.

## 10. GUARANTEE

New goods purchased from the company come with a 12 Warranty from the date of purchase. Any second user goods purchased from the company come with a 1 Month Warranty from the date of purchase.

Goods that are deemed to be defective by the Buyer must be reported within the warranty period to the Company for testing. Upon the Company testing the goods, any goods which are to be found faulty will be replaced, repaired or replaced with a current equivalent free of charge. If a replacement option is unavailable due to means beyond our control we will credit the goods for a current stock value. We will only honour any guarantee provided that:

- (i) The Product is returned to the company with evidence of purchase date
- (ii) The product has not been misused or handled carelessly
- (iii) The Product was purchased by the Buyer
- (iv) Repairs have not been attempted other than by the Company's authorised staff

This guarantee does not confer any rights other than those expressly set out above and does not cover any claims for consequential loss or damage. This guarantee is offered as an extra benefit and does not affect your statutory rights. The company reserves the right to charge a No Fault Found fee for any good deemed not to be faulty.

## 11. DATA BACKUPS

When data backups are required and carried out by the Company we will not be held responsible for any loss of data. The Company will attempt to back up as much data as possible; however in some cases due to the condition of the hardware or file structure some files may not be able to be recovered. The Company is only able to back up files themselves and are unable to backup any programmes installed on your machine.

## 12. SOFTWARE

When the company reinstalls software, including Windows®, the customer takes responsibility for having an original, legal copy of that software. The company shall not be held liable once Windows® is re-installed for any software missing, the company shall happily re-install any software where discs are available. The company reserves the right to refuse to install any software that it believes to be illegal.

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## 13. WEBSITE DESIGN

Whilst every endeavour will be made to ensure that the website and any scripts or programs are free of error, the company shall not be held liable for any losses incurred due to malfunction of the website or any part of it. The company shall not be responsible for any copyright infringements caused by materials submitted by a client. We reserve the right to refuse any material of a copyrighted nature unless adequate proof is given of permission to use such material. The client agrees to make available as soon as is reasonably possible to the company all materials required completing the site to the agreed standard within any set dead lines. The company shall not be liable for costs incurred, compensation or loss of earnings due to the following:

- (i) Failure to meet any agreed deadlines
- (ii) Any work carried out on behalf of the client or the clients agent
- (iii) Unavailability of the site, its servers, software or any material provided by its agents.

The company shall not be liable or become involved in any disputes between the site owner and their clients and cannot be held responsible for any wrong doing on the part of the site owner. A deposit of 25% is required with any project before any design work will be carried out. The company reserves the right to increase the deposit depending on the nature of the website or type of website proposed. Once the website has been designed and completed the final balance of payment is due according with the relevant payment terms set out on the invoice. There are no exceptions to this, i.e. if the client decides they no longer want the site, as they have commissioned the work and paid a deposit they are still obliged to pay for the work that has been carried out. Non-payment will result in legal action being taken if necessary.

## 14. HOSTING

The company provides no guarantees to the availability or interruption of this service by the company or its supplier. The company cannot be held liable for losses caused by the interruption of this service, or for the loss of turn over, sales, revenue, profits or indirect, consequential or special loss. The company reserves the right to refuse or handle in any way, material that it deems to be offensive, illegal or in any way controversial and also reserves the right to terminate the service should the necessity arrive. If payment is not made according to the terms set out on our invoice the company reserves the right to terminate the service and shall not be held liable for any loss of earnings, costs incurred or compensation as a result. The company shall not be held liable for any loss of earnings, costs incurred or compensation as a result of any termination of service no matter what the reasons are.

## 15. PROMOTIONS

- (i) Promotional vouchers are only to be redeemed once per customer.
- (ii) We reserve the right to withdraw any promotion at any time with out notice.
- (iii) Vouchers have no monetary value and can not be exchanged for money or any other goods and services.