

TERMS AND CONDITIONS

1. DEFINITIONS

1.1 "Buyer". means person to whom the Company may agree to supply Goods in accordance with these conditions.

1.2 "The Company" means Medicare365 Ltd, Chazey Court Farmhouse, The Warren, Caversham, RG4 7TQ or any Subsidiary or associated company (as the case may be).

1.3 "Goods". means any goods and for software Items to be provided by the Company to the Buyer in accordance with these conditions.

1.4 "Contract" means the contract for the supply of the Goods

2. ORDER ACCEPTANCE

2.1. All orders placed by the Buyer whether written or oral shall constitute an offer to the Company under these conditions subject to availability of the goods and to acceptance of the order by the Company's authorized representative. Any quotation given by the Company does not constitute an offer capable of acceptance

2.2. All orders are accepted and goods supplied subject to these conditions only. No terms or conditions put forward by the Buyer shall apply. No amendment of these conditions will be valid unless confirmed in writing on or after the date hereof by the Company's authorised representative.

3. DELIVERY

3.1 Any dates given for delivery by the Company are estimates only and the Company shall not be responsible for any delays.

3.2 All Contracts entered into where stock permits will be sent for next day delivery. Should the Buyer require an improved service this will be subject to availability. The Company will make an increased charge.

3.3 The Company reserves the right to make delivery by instalments. In the event that these conditions shall apply each delivery will be treated as though it were the subject of a separate contract and failure by the Company to deliver any one or more Instalments or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the contract as a whole as repudiated.

3.4 Delivery shall be effected at the time when the Buyer collects the goods from the Company or in cases where delivery is to be carried out by the Company at the request of the buyer is made to the address specified by the Buyer. The Buyer shall inspect the goods on delivery. Where the buyer is reselling goods for direct delivery to a third party It is the Buyer's responsibility to organize the inspection of goods. Unless the Buyer shall deliver written notice to the Company Within three days of delivery to the effect that the goods are not those ordered or are damaged or subject to shortage and unless the Buyer shall In all respects comply with the terms and conditions of the carrier (if any) the Buyer shall be deemed to have accepted the goods and shall not be entitled to reject the goods which are not in accordance with the Contract. If the Buyer shall give written notice as aforesaid the buyer shall comply with the Companys Instructions concerning the return or retention for inspection of such goods which shall be at the Buyers risk until back In the possession of the Company. In no event shall the Buyer be entitled to reject the goods on the basis of any defect or failure which is so slight that it would be unreasonable for the Buyer to reject the goods.

3.5. All requests for proof of delivery must be made within 5 working days of the delivery due date.

4. CANCELLATION AND RESCHEDULING

4.1 Subject to clause 8.2 any request by the Buyer for cancellation of any Contract or rescheduling of deliveries will only be considered by the Company If made at least 6 hours before dispatch of the goods and shall be Subject to acceptance by the Company at the Company's sole discretion and subject to a reasonable administration charge by the Company The Buyer hereby agrees- to Indemnify the Company against all loss cost (including loss of profit the cost of labour and materials and overheads Incurred) damages charges and expenses arising out of the Contract and its cancellation or rescheduling

5. PRICES

5.1 Catalogues price lists and other advertising literature or material as used by the Company are intended only as an indication as to price and range of goods offered and no prices descriptions or other particulars shall be binding on the Company

5.2 All prices are given by the Company at the time of the Contract on an ex-works basis and unless otherwise agreed the Buyer is liable to pay for the cost of delivery The Company may by giving

notice to the Buyer at any time before delivery increase the price of the goods to reflect any increase in the cost to the Company

5.3 All prices are exclusive of Value Added Tax and any similar taxes which are payable in addition.

6. TERMS OF PAYMENT

6.1 Unless the Company shall have previously agreed in writing with the Buyer that the goods shall be supplied on credit, payment for the goods shall be made in full by the Buyer prior to the goods leaving the Company's premises by credit card cleared funds or such other method that may be accepted by the Company

6.2 Where the Company has agreed to supply the goods on credit the Company shall be entitled to Invoice the Buyer for the price of the goods at any time after dispatch of the goods and the Buyer shall pay the price of the goods within the agreed credit terms notwithstanding that the property in the goods has not passed to the Buyer

6.3 The time of payment of the price shall be the essence of the Contract. If the Buyer fails to make payment on the due date then without prejudice to any other right or remedy available to the Company the Company shall be entitled to :-

6.3.1 Cancel the Contract or suspend any further deliveries or suspend any services to the Buyer or require the provision of such financial security as the Company may deem necessary before making further supply

6.3.2 Claim interest, compensation and reasonable costs under the Late Payment of Commercial Debts (Interest) Act 1998 and it is agreed that the term implied by that Act shall apply after any judgement as well as before. Any reference to the Late Payment of Commercial Debts (Interest) Act 1998 is also a reference to any amendment, modification or re-enactment of it. If for any reason the Late Payment of Commercial Debts (Interest) Act 1998 does not apply interest shall be payable on overdue amounts at 8% over the Bank of England Base Rate from time to time.

6.3.3 Without prejudice to the Company's right to claim costs under the late Payment of Commercial Debts (Interest) Act 1998, if for any reason any payment is not made when due the Company reserves the right to be paid on an indemnity basis any costs we incur in recovering any money due under this contract (and the costs of recovering such costs) including the administrative costs and any costs incurred with lawyers or debt collection agencies. The administrative costs may include the cost of employing the staff concerned and the overheads attributable to them for the time spent. In

calculating the administrative costs credit will be given for any compensation due under the Late Payment of Commercial Debts (Interest) Act 1998.

6.3.4 The Buyer shall not be entitled to delay or withhold payment on account of any alleged claim

7. RISK AND PROPERTY

7.1 Risk of damage to or loss of the goods shall pass to the Buyer at the time of delivery or when the Company notifies the Buyer that the goods are available for collection

7.2 Notwithstanding delivery and the passing of risk in the goods or any other provision of these conditions the property in the goods shall not pass to the Buyer until the Company has received payment in full of the price of the goods and all other goods supplied by the Company

7.3. Until such time as the property in the goods passes to the Buyer the Buyer shall deliver up the goods to the Company on demand and if the Buyer fails to do so immediately the Company may enter any premises of the Buyer or any third party where goods are stored and repossess the goods

7.4. The Buyer may not pledge or in any way charge by way of security for any indebtedness any of the goods which remain the property of the Company if the Buyer does so all monies owing by the Buyer to the Company shall immediately become due and payable

8 SPECIFICATION OF GOODS

8.1 The Company shall not be liable in respect of any loss or damage caused by or resulting from any variation for whatsoever reason in the manufacturer's specifications or technical data and will not be responsible for any loss or damage resulting from curtailment or cessation of supply following such variation. The Company will use reasonable endeavours to advise the Buyer of any such impending variation as soon as it receives any notice thereof from manufacturer

8.2 Unless otherwise agreed the goods are supplied in accordance with the manufacturer's standard specifications as these may be improved substituted or modified the Company reserves the right to increase its quoted or listed price or to charge according in respect of any orders accepted for goods of non-standard specifications and in no circumstances will it consider cancellation of such orders or return of the goods.

9 RETURNS

9.1 Returns will be accepted up to 14 days after the delivered date.

9.2 Damaged incurred as a result of any returns remains the liability of the Buyer.

9.3 The Company reserves the right to refuse to credit goods returned which the Company is unable to re-sell for any reason

9.4 The Company will not accept a request for goods to be returned where the goods have been specially purchased by the Company at the request of the buyer

9.5 Where goods have been ordered in error by the Buyer the Company may consider accepting the goods back but only where they meet the requirements of 9.1 to 9.4 The company will make a handling charge of 20% plus any collection costs incurred by the Company

10 WARRANTY

10.1 The Company sells the goods with the benefit of the manufacturer's warranty subject to the terms and conditions of such warranty but the Company shall have no further liability to the Buyer

10.2 Failure by the Buyer to pay any sum owing will render the applicable warranty null and Void

10.3 The Buyer shall be responsible for the cost of carriage and insurance in respect of all goods returned by the Buyer to the Company for the repair or replacement In the case of valid warranty claims the Company shall refund such cost

10.4 The Company reserves the right to levy a surcharge of 20% in the event of returned goods being found not to be defective If the goods were specially ordered for the Buyer they will be returned with no credit given.

10.5 If the buyer has used other brands liquids or solutions in any Mediair device without written consent of the company, the applicable warranty null and void.

11 TERMINATION

11.1 Any Contract may be terminated immediately by notice in writing:-

11.1.1 By the Company if the Buyer fails to pay any sums due hereunder by the due date or IS involved in any legal proceedings concerning its solvency or ceases trading or commits an act of bankruptcy or IS adjudicated bankrupt or If a petition is presented or resolution passed for its liquidation or If It makes an arrangement with Its creditors or a petition for an administration order is presented or if a receiver administrative receiver or manager is appointed over all or any part of Its assets or if it is unable to pay its debts within the meaning of Section 1123 of the Insolvency Act 1986 or does or suffer anything analogous to any of the foregoing in any other jurisdiction

11.1.2 By the party not In default If the other party fails to perform any of its obligations and such failure for a period of 14 days after written notice thereof.

11.1.3 Any termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or a law and shall not affect any accrued rights or liabilities of either party

11.1.4 Upon termination of a Contract all sums owing to the Company whether under that Contract or otherwise shall become Immediately due and payable and the Company may cancel any outstanding order or make delivery subject to payment in advance.

12 GENERAL

12.1 Subject as expressly provided In these conditions all warranties conditions representations or other terms Implied by statute or common law are excluded to the fullest extent permitted by law

12.2 Where the goods are sold under a consumer transaction (as defined by the Consumer Transactions [restrictions on Statements] Order 1976) the statutory rights of the Buyer are not affected by these conditions

12.3 The headings in this Agreement are for ease of reference only and shall not affect its interpretation or construction

12.4 No forbearance delay or Indulgence by the Company In enforcing any of its rights shall prejudice or restrict the rights of the Company and no waiver of any such rights or of any breach by the Buyer shall be deemed to be a waiver of any other right of any later breach no waiver by the Company shall be effective unless in writing

12.5 The Buyer may not assign any of its rights without the prior written consent of the Company the Company may assign any of its rights

12.6 In the event of any of these conditions (of any part of any of them) being found to be void or unenforceable for any reason the remaining conditions (and the remainder of the condition concerned) shall remain in full force and effect.

12.7 The Company shall not be liable for any delay in or failure to perform its obligations where such delay or failure results from act of God fire explosion accident Industrial dispute or any other cause beyond its reasonable control

12.8 Any notices given hereunder by either party to the other must be in writing and may be delivered personally or by recorded delivery or registered post and in case of post will be deemed to have been given 2 working days after the date of posting

12.9 The Company's employees or agents are not authorised to make any representations concerning the goods unless confirmed by the Company in writing. The Buyer acknowledges that it does not rely on and irrevocably waives any claim it may have for damages for or right to rescind the contract for any such representations which are not so confirmed (unless such representations were fraudulently made). Any advice or recommendation given by the Company or its employees or agents to the Buyer or its employees or agents as to the storage application or use of the goods which is not confirmed in writing by the Company is followed or acted upon entirely at the Buyer's own risk and accordingly the Company shall not be liable for any such advice or recommendation which is not so confirmed

12.10 These conditions constitute the entire agreement between the Company and the Buyer concerning the supply of the goods and replace and supersede any prior arrangement understanding warranty or representation (other than any fraudulent misrepresentation)

12.11 These terms and conditions shall be governed and constructed in accordance with English Law and the parties submit to the non-exclusive Jurisdiction of the English courts.

BACK TO TOP