

## Terms and Conditions

### 1. IN USING THIS WEBSITE YOU ARE DEEMED TO HAVE READ AND AGREED TO THE FOLLOWING TERMS AND CONDITIONS:

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements: "Client", "Buyer", "You" and "Your" refers to you, the person accessing this website and accepting the Company's terms and conditions. "The Company", "Ourselves", "We" and "Us", refers to our Company – North Lancs Disposables. "Party", "Parties", or "Us", refers to both the Client and ourselves, or either the Client or ourselves. "Contract" refers to any contract between the Company and the Buyer for the sale and purchase of the Goods, incorporating these conditions.

All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services/products, in accordance with and subject to, prevailing English Law. Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to same.

### 2. PRIVACY STATEMENT

We are committed to protecting your privacy. Authorized employees within the company on a need to know basis only use any information collected from individual customers. We constantly review our systems and data to ensure the best possible service to our customers.

North Lancs Disposables may change this policy from time to time by updating this page. You should check this page from time to time to ensure that you are happy with any changes. This policy is effective from 20th February 2015.

### 3. INFORMATION

We may collect the following information:

- Name and Job Title.
- Contact information including email address.
- Demographic information such as postcode, preferences and interests.
- Other information relevant to customer surveys and/or offers.

What we do with the information we gather

We require this information to understand your needs and provide you with a better service, and in particular for the following reasons:

- Internal record keeping.
- We may use the information to improve our products and services.
- We may periodically send promotional emails about new products, special offers or other information which we think you may find interesting using the email address which you have provided.

From time to time, we may also use your information to contact you for market research purposes. We may contact you by email, phone, fax or mail. We may use the information to customise the website according to your interests.

**We will not sell, share, or rent your personal information to any third party or use your e-mail address for unsolicited mail. Any emails sent by this Company will only be in connection with the provision of agreed services and products.**

### 4. LOG FILES

We use IP addresses to analyse trends, administer the site, track user's movement, and gather broad demographic information for aggregate use. IP addresses are not linked to personally identifiable information. Additionally, for systems administration, detecting usage patterns and troubleshooting purposes, our web servers automatically log standard access information including browser type, access times/open mail, URL requested, and referral URL. This information is not shared with third

parties and is used only within this Company on a need-to-know basis. Any individually identifiable information related to this data will never be used in any way different to that stated above without your explicit permission.

## **5. DELIVERY**

5.1 Unless otherwise agreed in writing by the Company, delivery of the Goods shall take place at the Company's place of business.

5.2 The Buyer shall take delivery of the Goods within 7 days of the Company giving it notice that the Goods are ready for delivery.

5.3 Any dates specified by the Company for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.

5.4 Subject to the other provisions of these conditions the Company shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Company's negligence), nor shall any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 180 days.

5.5 If for any reason the Buyer fails to accept delivery of any of the Goods when they are ready for delivery, or the Company is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations:

(a) risk in the Goods shall pass to the Buyer (including for loss or damage caused by the Company's negligence);

(b) the Goods shall be deemed to have been delivered; and

(c) the Company may store the Goods until delivery, whereupon the Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

5.6 The Buyer shall provide at the Delivery Point and at its expense adequate and appropriate equipment and manual labour for loading the Goods.

5.7 If the Company delivers to the Buyer a quantity of Goods of up to 10% more or less than the quantity accepted by the Company, the Buyer shall not be entitled to object to or reject the Goods or any of them by reason of the surplus or shortfall and shall pay for such goods at the pro rata Contract rate unless the quantity of Goods exceeds 10% more or less than the quantity accepted by the Company and the Buyer gives notice in writing to the Company within 72 hours of delivery.

5.8 The Company may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.

5.9 Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other Contract or instalment.

## **6. NON-DELIVERY**

6.1 The quantity of any consignment of Goods as recorded by the Company on despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.

6.2 The Company shall not be liable for any non-delivery of Goods (even if caused by the Company's negligence) unless the Buyer gives written notice to the Company of the non-delivery within 14 days of the date when the Goods would in the ordinary course of events have been received.

6.3 Any liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

## **7. RISK/TITLE**

7.1 The Goods are at the risk of the Buyer from the time of delivery.

7.2 Ownership of the Goods shall not pass to the Buyer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:

(a) the Goods; and

(b) all other sums which are or which become due to the Company from the Buyer on any account.

7.3 Until ownership of the Goods has passed to the Buyer, the Buyer shall:

(a) hold the Goods on a fiduciary basis as the Company's bailee;

(b) store the Goods (at no cost to the Company) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Company's property;

(c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and

(d) maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for

their full price against all risks to the reasonable satisfaction of the Company. On request the Buyer shall produce the policy of insurance to the Company.

7.4 The Buyer may resell the Goods before ownership has passed to it solely on the following conditions:

(a) any sale shall be effected in the ordinary course of the Buyer's business at full market value and the Buyer shall hold such part of the proceeds of sale as represent the amount owed by the Buyer to the Company on behalf of the Company and the Buyer shall account to the Company accordingly; and  
(b) any such sale shall be a sale of the Company's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.

7.5 The Buyer's right to possession of the Goods shall terminate immediately if:

(a) the Buyer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or  
(b) the Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Company and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade; or  
(c) the Buyer encumbers or in any way charges any of the Goods.

7.6 The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.

7.7 The Buyer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.

7.8 Where the Company is unable to determine whether any Goods are the goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all goods of the kind sold by the Company to the Buyer in the order in which they were invoiced to the Buyer.

7.9 On termination of the Contract, howsoever caused, the Company's (but not the Buyer's) rights contained in this condition 6 shall remain in effect.

## **8. PAYMENT**

Cash or Personal Cheque with Bankers Card, all major Credit/Debit Cards, Bankers Draft or BACS Transfer are all acceptable methods of payment. Our Terms are payment in full for accounts customers by 28<sup>th</sup> of month following date of invoice. Terms for non account customers are payment with order.

## **9. PRICE**

9.1 Unless otherwise agreed by the Company in writing, the price for the Goods shall be the price set out in the Company's price list published on the date of delivery or deemed delivery.

9.2 The price for the Goods shall be exclusive of any value added tax and all costs or charges in relation to packaging, loading, unloading, carriage and insurance, all of which amounts the Buyer shall pay in addition when it is due to pay for the Goods.

## **10. PAYMENT**

10.1 Subject to condition 8.4, payment of the price for the Goods is due in pounds sterling.

10.2 Time for payment shall be of the essence.

10.3 No payment shall be deemed to have been received until the Company has received cleared funds.

10.4 All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.

10.5 The Buyer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Buyer.

10.6 If the Buyer fails to pay the Company any sum due pursuant to the Contract the Company shall reserve the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998. If the Buyer's purchase is not connected with a business, the Buyer shall be liable to pay interest to the

Company on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of Lloyds TSB Bank plc, accruing on a daily basis until payment is made, whether before or after any judgment.

## **11. QUALITY**

11.1 Where the Company is not the manufacturer of the Goods, the Company shall endeavour to transfer to the Buyer the benefit of any warranty or guarantee given to the Company.

11.2 The Company warrants that (subject to the other provisions of these conditions) on delivery the Goods shall:

(a) be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and  
(b) be reasonably fit for any particular purpose for which the Goods are being bought if the Buyer had made known that purpose to the Company in writing and the Company has confirmed in writing that it is reasonable for the Buyer to rely on the skill and judgement of the Company.

11.3 The Company shall not be liable for a breach of any of the warranties in condition 11.2 unless:

(a) the Buyer gives written notice of the defect to the Company, and, if the defect is as a result of damage in transit to the carrier, within 7 days of the time when the Buyer discovers or ought to have discovered the defect; and

(b) the Company is given a reasonable opportunity after receiving the notice of examining such Goods and the Buyer (if asked to do so by the Company) returns such Goods to the Company's place of business at the Buyer's cost for the examination to take place there.

11.4 The Company shall not be liable for a breach of any of the warranties in condition 11.2 if:

(a) the Buyer makes any further use of such Goods after giving such notice; or

(b) the defect arises because the Buyer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or

(c) the Buyer alters or repairs such Goods without the written consent of the Company.

11.5 Subject to condition 11.3 and condition 11.4, if any of the Goods do not conform with any of the warranties in condition 11.2 the Company shall at its option repair or replace such Goods (or the defective part) or refund the price of such Goods at the pro rata Contract rate provided that, if the Company so requests, the Buyer shall, at the Buyer's expense, return the Goods or the part of such Goods which is defective to the Company.

11.6 If the Company complies with condition 11.5 it shall have no further liability for a breach of any of the warranties in condition 11.2 in respect of such Goods.

## **12. LIMITATION OF LIABILITY**

12.1 Subject to condition 5, condition 6 and condition 11, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:

(a) any breach of these conditions;

(b) any use made or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and

(c) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

12.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

12.3 Nothing in these conditions excludes or limits the liability of the Company:

(a) for death or personal injury caused by the Company's negligence; or

(b) under section 2(3), Consumer Protection Act 1987; or

(c) for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or

(d) for fraud or fraudulent misrepresentation.

12.4 Subject to condition 12.2 and condition 12.3:

(a) the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price; and

(b) the Company shall not be liable to the Buyer for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

12.5 If the Buyer's purchase of Goods is not connected with a business then condition 12.1, condition 12.2 and condition 12.4 do not affect any statutory rights which are available to you to the extent that such rights are incapable of being excluded by law.

### **13. DELIVERY CHARGES**

For all credit and trade accounts delivery prices are specified within the 'My Account' pages of the website, to view these please log in.

Delivery charges for all other accounts are shown in the table below:

Standard delivery (orders under £50)	£9.99
Standard delivery (orders over £50)	Complimentary
Saturday delivery	£15.99

13.1 Standard delivery is within 3 to 5 working days by courier, subject to stock levels. If your delivery is delayed we will be in contact.

13.2 If on occasion the item you ordered is not in stock, we will contact you and if applicable adjust the carriage charge.

13.3 No orders will be accepted online for locations outside UK mainland (England, Scotland and Wales only). For Northern Ireland or any other UK island locations please call 08446 933 257.

### **14. DAMAGED GOODS, BREAKAGES AND PRODUCT FAILURE**

14.1 In the unlikely event of your parcel arriving damaged, please report the problem to our sales team within 24 hours of the receipt of the package, and we will do all we can to resolve the issue.

14.2 Product failure upon receipt is unusual, but if this does occur please contact our sales team who again will endeavour to resolve any issues you may have.

14.3 Please note that faulty products are returned to the manufacturer for testing, which can take anything between 3 and 8 weeks. We will do all we can to ensure you have a replacement for this duration if applicable.

### **15. RETURNS**

15.1 To return an item, the buyer should contact our sales team in advance who will issue the appropriate paperwork to ensure full traceability of the products returned - our regular terms and conditions apply.

15.2 We cannot cancel orders where the goods are in the manufacturing process, ready to be dispatched to you or have been dispatched to the buyer, or have been ordered specifically for a particular client (bespoke items). In these cases the buyer should contact our sales team and we will do all we can to rectify any issue you may have.

15.3 Goods that have been correctly supplied to order cannot be returned unless the goods are faulty - although the company may voluntarily agree to a return where the goods are unused and in the same condition as when they were delivered. If the goods have been damaged, the goods were specially ordered in for the order or in other circumstances there will be a handling charge of 20% of the purchase price of the products. Goods free from defect are to be returned at the buyers own cost.

### **16. DAMAGE OR LOSS IN TRANSIT, SHORTAGES AND DEFECTS**

16.1 The company will replace goods damaged in transit, provided that we and the carrier receive written notice of such damage within three days of delivery.

16.2 Goods should be checked with the Delivery Note enclosed with the Goods on receipt, and if received in a damaged or unsatisfactory condition, must be signed for as damaged to allow us to follow the issue through.

16.3 Shortages must also be notified to us and the carrier within three days of delivery, if we are not notified within this time frame unfortunately we cannot pursue the claim. Non-delivery of Goods must be reported in writing to us within 48 hours of receipt of invoice, or Delivery Note, whichever you receive earlier.

## **17. TERMINATION OF AGREEMENTS AND REFUNDS POLICY**

17.1 Both the buyer and the company have the right to terminate any Services Agreement for any reason, including the ending of services that are already underway.

17.2 No refunds shall be offered, where a Service is deemed to have begun and is, for all intents and purposes, underway.

17.3 Any monies that have been paid to us which constitute payment in respect of the provision of unused Services, shall be refunded.

## **18. AVAILABILITY**

18.1 Unless otherwise stated, the goods featured on this website are only available for delivery within the United Kingdom. All advertising is intended solely for the United Kingdom market.

18.2 You are solely responsible for evaluating the fitness for a particular purpose of any downloads, programs and text available through this site.

18.3 Redistribution or republication of any part of this site or its content is prohibited, including such by framing or other similar or any other means, without the express written consent of the Company.

18.4 The Company does not warrant that the service from this site will be uninterrupted, timely or error free, although it is provided to the best ability.

18.5 By using this service you thereby indemnify this Company, its employees, agents and affiliates against any loss or damage, in whatever manner, howsoever caused.

## **19. HOW WE USE COOKIES**

A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps analyse web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.

We use traffic log cookies to identify which pages are being used. This helps us analyse data about web page traffic and improve our website in order to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system.

Overall, cookies help us provide you with a better website, by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us.

You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website.

## **20. LINKS TO THIS WEBSITE**

You may not create a link to any page of this website without our prior written consent. If you do create a link to a page of this website you do so at your own risk and the exclusions and limitations set out above will apply to your use of this website by linking to it.

## **21. LINKS FROM THIS WEBSITE**

We do not monitor or review the content of other party's websites which are linked to from this website. Opinions expressed or material appearing on such websites are not necessarily shared or endorsed by us and should not be regarded as the publisher of such opinions or material. Please be aware that we are not responsible for the privacy practices, or content, of these sites. We encourage our users to be aware when they leave our site & to read the privacy statements of these sites. You should evaluate the security and trustworthiness of any other site connected to this site or accessed through this site yourself, before disclosing any personal information to them. This Company will not accept any responsibility for any loss or damage in whatever manner, howsoever caused, resulting from your disclosure to third parties of personal information.

## **22. COPYRIGHT NOTICE**

Copyright and other relevant intellectual property rights exists on all text relating to the Company's services and the full content of this website.

## **23. COMMUNICATIONS**

The company can be contacted via the **Contact Us** link on our website or via the details as stated on the company's literature.

The company trading address is North Lancs Disposables, Unit 1, Burrow Rural Workshops, Woodman Lane, Burrow, Carnforth, LA6 2RL.

23.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax:

(a) (in case of communications to the Company) to its registered office or such changed address as shall be notified to the Buyer by the Company; or

(b) (in the case of the communications to the Buyer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Buyer set out in any document which forms part of the Contract or such other address as shall be notified to the Company by the Buyer.

23.2 Communications shall be deemed to have been received:

(a) if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or

(b) if delivered by hand, on the day of delivery; or

(c) if sent by fax on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day.

23.3 Communications addressed to the Company shall be marked for the attention of the Director.

## **24. FORCE MAJEURE**

Neither party shall be liable to the other for any failure to perform any obligation under any Agreement which is due to an event beyond the control of such party including but not limited to any Act of God, terrorism, war, Political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man made eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavours to comply with the terms and conditions of any Agreement contained herein.

## **25. WAIVER**

Failure of either Party to insist upon strict performance of any provision of this or any Agreement or the failure of either Party to exercise any right or remedy to which it, he or they are entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this or any Agreement. No waiver of any of the provisions of this or any Agreement shall be effective unless it is expressly stated to be such and signed by both Parties.

## **26. GENERAL**

The laws of England and Wales govern these terms and conditions. By accessing this website [and using our services/buying our products] you consent to these terms and conditions and to the exclusive jurisdiction of the English courts in all disputes arising out of such access. If any of these terms are deemed invalid or unenforceable for any reason (including, but not limited to the exclusions and limitations set out above), then the invalid or unenforceable provision will be severed from these terms and the remaining terms will continue to apply. Failure of the Company to enforce any of the provisions set out in these Terms and Conditions and any Agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any Agreement or any part thereof, or the right thereafter to enforce each and every provision. These Terms and Conditions shall not be amended, modified, varied or supplemented except in writing and signed by duly authorised representatives of the Company.

## 27. DISCLAIMER

### Exclusions and Limitations

The information on this web site is provided on an "as is" basis. To the fullest extent permitted by law, this Company:

- excludes all representations and warranties relating to this website and its contents or which is or may be provided by any affiliates or any other third party, including in relation to any inaccuracies or omissions in this website and/or the Company's literature; and
- excludes all liability for damages arising out of or in connection with your use of this website. This includes, without limitation, direct loss, loss of business or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of things or you have advised this Company of the possibility of such potential loss), damage caused to your computer, computer software, systems and programs and the data thereon or any other direct or indirect, consequential and incidental damages.

This Company does not however exclude liability for death or personal injury caused by its negligence. The above exclusions and limitations apply only to the extent permitted by law. None of your statutory rights as a consumer are affected.

## 28. NOTIFICATION OF CHANGES

The Company reserves the right to change these conditions from time to time as it sees fit and your continued use of the site will signify your acceptance of any adjustment to these terms. You are therefore advised to re-read this statement on a regular basis

**These terms and conditions form part of the Agreement between the Client and ourselves. Your accessing of this website and/or undertaking of a booking or Agreement indicates your understanding, agreement to and acceptance, of the Disclaimer Notice and the full Terms and Conditions contained herein. Your statutory Consumer Rights are unaffected.**

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