

Terms and Conditions

TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS

These Terms and Conditions are the standard terms for the supply of goods by Squeeky Solutions Ltd, a company registered in England and Wales under company number 11494870 whose registered office 4 Glenmore Business Park Vincients Road, Bumpers Farm, Chippenham, Wiltshire, United Kingdom, SN14 6BB

1. DEFINITIONS

1.1. In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Agreement/Contract"	means the Agreement between the Parties which shall be deemed to incorporate these Terms and the terms in any Quotation.
"Delivery Address"	means the place where delivery of the Products is to take place as specified in the Order.
"Incoterms"	means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made.
"Order"	means a request made by You to purchase Products.
"Parties"	means both Us and You
"Price"	means the price payable for Our Products
"Products"	means the Products (including any instalment of the Products or any parts for them) which We are to supply in accordance with these Conditions and any Products supplied in substitution for or in replacement of or in addition to such Products.
"Us/We/Our"	means Squeeky Solutions Ltd and includes all employees and agents of Squeeky Solutions Ltd..
"Website"	means Our Website https://squeekyshop.co.uk/ on which We offer Our Products.
"Writing"	includes electronic mail, facsimile transmission and comparable means of communication.
"You/Your"	means the client; the person/company (including their employees, agents or assigns), whose details may be more particularly set out in the Order.

1.1. Unless the context requires otherwise, references to the singular include the plural and the masculine includes the feminine and vice versa.

1.2. The headings contained in these Terms are for convenience only and do not affect their interpretation.

2. THE CONTRACT

- 2.1. Any Quotation given by Us shall not constitute an offer and is only valid for a period of 30 days from its date of issue.
- 2.2. These Terms & Conditions apply to the Contract to the exclusion of any other terms that You may seek to impose or incorporate under any purchase order, confirmation of order or similar document, or which are implied by trade, custom, practice or course of dealing.
- 2.3. Previous dealings between the parties shall not vary or replace these terms or be deemed in any circumstances whatsoever to do so.
- 2.4. Any Illustrations, descriptions, imagery either displayed on the Company's Website, in marketing materials (both offline and online), catalogues, price lists or other are intended merely to present a general idea of Products provided by Us. No part of these shall form part of any contract.
- 2.5. No addition, alteration, substitution or waiver of these terms and conditions will be valid unless expressly accepted in writing by a person duly authorised by Us to do so.
- 2.6. Each Order shall be deemed to be an offer by You to purchase Products subject to these terms and conditions. There will be no legally binding Contract until We have accepted the Order by e-mailing or otherwise notifying You to signify its acceptance.
- 2.7. We shall be entitled not to accept any Order but shall notify You by e-mail of its non-acceptance. Any counteroffer issued by Us in response to an Order shall also be subject to these terms and conditions.
- 2.8. You must ensure that the details in the Order are complete and accurate.
- 2.9. The supply of Products to You is strictly for resale.
- 2.10. All orders are subject to a minimum Order value of £300 + VAT.

3. Quotations

- 3.1. Any quotation provided by Us may be revised in the following circumstances:
 - 3.1.1. If after the submission of the quotation by Us, You instruct Us (whether in writing or orally) to provide additional Products not referenced or detailed within the quotation.
 - 3.1.2. If following the submission of the Quotation by Us, there is an increase in the cost of products to be supplied, or changes to Our costs.

3.1.3. If following submission of the quotation, it is discovered that there was a manifest error when the quotation was prepared.

3.2. We will only be bound to quotations provided in writing to You, which have also been signed by Our authorised representative. We will not be bound by any quotations provided orally.

4. Prices and Payment

4.1. Prices prevailing at the date of dispatch will be charged unless otherwise stated.

4.2. We may at Our sole discretion apply a discount on very large Orders made by You which We shall notify to You in writing at the relevant time. This discount will be for the Order specified only.

4.3. The Price as stated in the Contract does not include Value Added Tax ("VAT"). VAT will be charged at the prevailing rate. Our VAT registration number is GB 316927487. All payments are due in Pounds Sterling.

4.4. Unless otherwise agreed by Us in writing, payment will be on the following basis:

4.4.1. Provided You has been given written notification of a credit facility, payment in full for all Orders shall be made 30 days from invoice date unless otherwise shown on invoice.

4.4.2. In all other cases, payment in full shall be made by BACS or credit or debit card immediately on receipt of Our proforma invoice and the Products will not be delivered until We are paid the amount shown on the Order Form.

4.5. All invoices are payable as per the terms specified on the individual invoice.

4.6. For Credit accounts Our preferred method of payment is by BACS/Faster Payment. Bank details are on the Invoice. We also accept Debit or Credit Card payments online.

4.7. Any charges or fees payable to any financial institution or bank for processing electronic payment in respect of Your Order are Your responsibility and must be paid by You. Any refund payable by Us to You will not include an amount in respect of any such charges or fees.

4.8. No payment shall be deemed to have been received until We have received cleared funds.

4.9. All payments payable to Us under this Contract shall become due immediately upon termination of this Contract despite any other provision.

4.10. You shall make all payments due under this Contract without any deduction whether by way of set-off, counterclaim or otherwise unless You has a valid court order requiring an amount equal to such deduction to be paid by Us to You.

4.11. Time for payment shall be of the essence.

4.12. If payment of the price or any part thereof is not made by the due date, We may:

4.12.1. Cancel the Contract or suspend any further provision of Products to You with immediate effect.

4.12.2. Cancel any credit account facility previously agreed with You

4.12.3. Exercise Our statutory right to charge interest at 8% above the Bank of England base rate on late business debts under provisions in the Late Payments of Commercial Debts (Interest) Act 1998

4.12.4. Seek to recover all costs reasonably incurred in collecting payment of any overdue invoices from You.

4.12.5. Apply a charge of £10 (to cover administrative expenses and not as a penalty) per reminder for overdue payment submitted to You. We shall be entitled to submit such reminders on a Weekly basis once the Payment has become overdue.

4.12.6. Seek to repossess the Products, and for the purpose thereof We shall be entitled to enter upon any premises where it is stored or where it is reasonably thought to be stored.

4.13. We may appropriate any payment made by You to Us to such of the Products as We thinks fit despite any purported appropriation by You.

5. Delivery

5.1. Delivery of the Products shall be made to the Delivery Address.

5.2. We will make every reasonable effort to deliver the Products within the time agreed. However, any dates specified by Us for delivery of the Products are approximate only and may not be made of the essence by notice. If no dates are so specified, delivery will be within a reasonable time.

5.3. Subject to the other provisions of these terms and conditions We will not be liable for any loss (including loss of profit), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Products unless such delay exceeds 180 days whereupon You may terminate this Contract.

5.4. We will not be able to accept claims by You for damage, shortages, or discrepancies unless We are advised in writing within seven (7) calendar days of delivery. In the absence of such notice You will be deemed to have accepted the Products. We will not be liable for any non-delivery of Products unless written notice is given to Us within seven (7) calendar days of the date of Our confirmation of Order.

5.5. If for any reason You fail to accept delivery of the Products within one (1) month from the delivery date We, at Our sole discretion and without prejudice to Our other rights may;

- 5.5.1. Store the Products at Your risk and cost, take all reasonable steps to store safeguard and insure (at Your expense) the Products or
- 5.5.2. Sell the Products at the best price readily available and charge You for any shortfall below the price together with Our costs of storage and insurance which may in Our opinion have been necessary.
- 5.6. You will provide at Your expense at the Delivery Address adequate and appropriate equipment and manual labour for off-loading and/or loading the Products.
- 5.7. All Products ordered by You are subject to availability. If We are unable to supply an item, We will advise You within a reasonable period of the action We have taken.

6. Title and risk

- 6.1. Risk of damage to or loss of Products shall pass to You upon delivery.
- 6.2. Ownership (title) of the Products shall not pass to You until We have received in full (in cleared funds) all sums due to it in respect of:
 - 6.2.1. the Products; and
 - 6.2.2. all other sums which are, or which become, due to Us from You on any account.
- 6.3. If before title to the Products passes, You become subject to any of the events listed in Clause 11.1 or fail to make payment for the Products when requested then, without limiting any of Our other right or remedies, We may at any time;
 - 6.3.1. require You to deliver up all Products in their possession
 - 6.3.2. if You fails to do so promptly, enter any premises Yours or of any third party where the Products are stored in order to recover them.

7. Returns

- 7.1. We will offer a replacement or refund on any Products returned as damaged or defective.
- 7.2. As per Clause 5.4 We will not be able to accept claims by You for damage, shortages, or discrepancies unless We are advised in writing within seven (7) calendar days of delivery.
- 7.3. We require photographic evidence of any damage to the packaging or Products.
- 7.4. Products must be returned to Us within fourteen (14) calendar days of first notification to them. When returning Products, You are strongly recommended to obtain proof of posting. We cannot accept responsibility for parcels lost in transit.
- 7.5. When returning Products, they must be returned in original packaging. If the packaging is damaged, You are required to ensure that additional packaging is used to prevent further damage occurring.

8. Your obligation to Us

- 8.1. We shall notify You of Our wholesale pricing tables from time to time which set out:
 - 8.1.1. the minimum recommended price of the Products (the "MRP") which is the minimum price for which You are permitted to sell Our Products without Our express prior permission in writing. The MRP is the price that We sell the Products for when consumers contact Us direct (plus an amount in respect of any duties, taxes or shipping that are applicable); and
 - 8.1.2. the recommended retail price of Our Products (the "RRP") which is the price that We recommend You sell the Products for on the high street outside of the UK.
- 8.2. You may sell for a price in excess of the MRP, but You are not permitted to sell any Products for less than the MRP without Our express prior written permission because, amongst other things, it may damage Our brand.
- 8.3. You agree, undertake and covenant to Us that where You intend to sell any of Our Products to any third party, You shall:
 - 8.3.1. not apply any discounts or sales to, or in respect of, any of Our Products unless agreed with Us in writing in advance
 - 8.3.2. confirm to Us in writing the names of any businesses or individuals or other resellers (the "Resellers") who are intending to or will sell Our Products on to any third party and update Us as and when any new Resellers place any orders or requests for Our Products with You. You require Our express permission to sell Our Products on any third-party Website or sales channel
 - 8.3.3. where We notify You of any list of Resellers, businesses or individuals who We do not want You to sell Our Products to (for whatever reason and at Our sole discretion) immediately cease to make sales or provide any of Our Products to such Resellers, individuals or businesses, including for the avoidance of doubt, the fulfilment of any outstanding orders or the provision of any samples or gifts to them; and
- 8.4. Our products will not be portrayed as white labelled Products or the wholesalers, retailers, businesses or individuals own product.
- 8.5. Where You fail to comply with the provisions of Clause 8.1 to Clause 8.3 (inclusive) We reserve the right at Our sole discretion to give You a warning for Your failure to comply with those provisions and/or cease providing You with any of Our Products.

9. Export Terms

- 9.1. Where Our Products are supplied for export from the United Kingdom, the provisions of this Clause 9 shall (subject to any special terms agreed in writing between the Parties) apply, notwithstanding any other provisions of these conditions.
- 9.2. You shall be responsible for complying with any legislation or regulations governing the importation of the Products into the country of destination and notifying to Us the requirements of any such legislation or regulations requiring action on Our part of and for the payment of any duties in connection with the Products.
- 9.3. Unless otherwise agreed in Writing between the Parties the Products shall be delivered FOB from the air or sea port of shipment and We shall be under no obligation to give notice under section 32(3) of the Sale of the Goods Act 1979.
- 9.4. You shall be responsible for arranging for testing and inspection of the Products at Our premises before shipment. We shall have no liability for any claim in respect of any defect in the Products which would be apparent on inspection and which is made after shipment, or in respect of damage during transit.
- 9.5. Payment of all amounts due to Us shall be made in such manner as shall be agreed between the Parties in Writing.

10. Cancellation

- 10.1. No order which has been accepted by Us may be cancelled by You except with Our agreement in Writing and You shall indemnify Us in full against all loss (including loss of profit) costs (including the cost of all labour and materials Used), damages, charges and expenses incurred by Us as a result of any cancellation.
- 10.2. Notice of Cancellation as per Clause 5.3 should be sent to Us in writing via post or email. Notice of cancellation is deemed to be served as soon as it is posted/sent.

11. Termination

- 11.1. We reserve the right to terminate the contract with immediate effect in the event of any of the following:
 - 11.1.1. You pass a resolution for winding up (other than for solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect; or
 - 11.1.2. You cease to carry on their business or substantially the whole of their business; or
 - 11.1.3. You are declared insolvent, or convene a meeting of creditors or make or propose to make any arrangement or composition with their creditors; or
 - 11.1.4. A liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of Your assets.
 - 11.1.5. Your financial position deteriorates to such an extent that in Our opinion Your capability to adequately fulfil Your obligations under these Terms has been placed in jeopardy.
- 11.2. If either party breaches a material provision under this contract, and, in the case of a breach capable of being remedied, fails to remedy it within a reasonable time of being given written notice of the breach, the non-defaulting party may terminate this contract immediately and require the defaulting Party to indemnify the non-defaulting party against all reasonable damages.
- 11.3. All notices of termination of the contract should be submitted to the other party in writing.

12. Consequences of Termination

- 12.1. On termination of the Contract for any reason:
 - 12.1.1. All outstanding unpaid invoices and interest become immediately payable.
 - 12.1.2. You should return all unused Products which have not been fully paid for. If not returned promptly, We may enter Your premises and take possession of them. Until they have been returned, You are solely responsible for their safe keeping and warrant that You will not Use them for any purpose not connected with this Contract;
- 12.2. The accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- 12.3. Clauses which expressly or by implication have effect after termination shall continue in full force and effect.

13. Intellectual Property

- 13.1. You shall have no rights in respect of any Intellectual Property Rights howsoever Used Us in relation to the Products, Catalogue or Our Website and You acknowledges that, You shall not acquire any rights in respect thereof and that all such Intellectual Property Rights are and shall remain vested in or controlled by Us.

14. Liability

- 14.1. Nothing in this Agreement shall exclude or limit either party's liability for death or personal injury resulting from the negligence of that party or their employees, agents or sub-contractors, for fraudulent misrepresentation or concealment or for any other liability that cannot be in any way excluded or limited at law.
- 14.2. Except as otherwise expressly provided in the Agreement:
 - 14.2.1. Our liability in contract, tort, negligence or otherwise arising out of or in connection with the Agreement or the performance or observation of its obligations under the Agreement shall be limited in aggregate to the Price paid by You to Us under the Agreement; and

14.2.2. We shall not be liable in contract, tort, negligence or otherwise arising out of or in connection with this Agreement for any economic losses (including, without limitation, any loss of profits, business, contracts, goodwill, revenue or anticipated savings) or any special, indirect or consequential losses or any destruction of data arising out of or in connection with the Agreement.

15. Complaints, Communication and Contact Details

15.1. We can be contacted by telephone at 01249 479202 or by email at info@squeekyshop.co.uk with any questions, feedback, complaint or notices of cancellation (in writing only).

16. Force Majeure

16.1. We shall not be under any liability whatsoever and You shall not have the right to terminate the Agreement by reason of any delay or default by Us in performing Our obligations under this Agreement if and to the extent that such a delay is caused by conditions beyond Our control and no such failure or delay shall be deemed for any purpose to constitute a breach of this Agreement.

17. Data Protection

17.1. 'Data Protection Legislation' refers to The Data Protection Act 2018 and any secondary legislation in England and Wales relating to the processing of Personal Data and the privacy of electronic communications, as amended, replaced or updated from time to time.

17.2. All personal information that We may collect (including, but not limited to, Your name, postal address, email address and telephone number) will be collected, Used and held in accordance with the provisions of Data Protection Legislation as defined above.

17.3. How We collect, Use, and store personal information is set out in Our privacy policy.

17.4. In certain circumstances, and with Your consent, We may pass Your personal information on to credit reference agencies. These agencies are also bound by the Data Protection Legislation as defined in above and should Use and hold personal information accordingly.

17.5. We will not pass on Your personal information to any other third parties for marketing purposes without first obtaining Your express consent.

18. Other Important Terms

18.1. Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

18.2. This contract represents the entire agreement between the parties in respect of the services and shall prevail over any conditions contained or referred to in any of Your documents or otherwise.

18.3. If any part of this contract is found to be void or un-enforceable by any Court of competent jurisdiction, such part shall be severed from this contract, which will otherwise remain in full force and effect.

18.4. These Terms shall remain in force until altered in writing and signed by both parties.

18.5. The failure by Us at any time or for any period to enforce any one or more of these Terms and Conditions shall not be a waiver of them or a waiver of the right to enforce such Terms and Conditions on a future occasion.

18.6. We may transfer or subcontract Our rights and obligations under these Terms to another person or organisation, but this will not affect Your rights or Our obligations under these Terms.

18.7. You may not assign this contract or any rights or obligations under it without Our prior written consent.

19. Governing Law and Jurisdiction

19.1. These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and You irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

Squeeky Solutions Ltd

The Client

Signature

Signature

Print Name & Title

Print Name & Title

Date

Date