

TERMS AND CONDITIONS OF BUSINESS (SUPPLY OF GOODS AND SERVICES)

THIS AGREEMENT is made on the Invoice Date specified on Half Moon Bay (Leisure) Ltd official Invoice to Customer

AND IS MADE BETWEEN:

Half Moon Bay (Leisure) Limited whose registered office is at St Josephs, Monastery Lane, Storrington, West Sussex, RH20 4LR (HMB) Tel: 07950 968348 and

Customer who's name and address are specified on Half Moon Bay (Leisure) Ltd official Invoice to Customer

1. General

- 1.1 Any terms or conditions sought to be imposed by either party shall not be incorporated into the Contract and shall have no effect unless agreed to in writing by the other party.
- 1.2 HMB may, as Customer agent, directly or through an intermediary ask another contractor ("Third Party Contractor") to carry out some or all of any work which Customer instruct HMB to carry out for Customer. HMB shall pay the reasonable charges of Third Party Contractors on Customer behalf and recharge them to Customer with our own fees. HMB will ensure that the Third Party Contractor fees which are recharged to Customer are in line with the fees HMB will have quoted to Customer, had HMB done the work ourselves. HMB will take all reasonable care in selecting and instructing a Third Party Contractor.

2. Prices

- 2.1 The price for the supply of good and services are set out on the official Invoice to Customer. HMB shall invoice Customer prior to shipment. Invoiced amounts shall be due and payable once the goods have been shipped.
- 2.2 HMB shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 5% per annum above the base rate of the Bank of England.
- 2.3 The price of the goods and services is exclusive of Value Added Tax which shall be charged at the rate prevailing at the relevant tax point.

3. Risk

As soon as HMB have delivered the goods or services, Customer will be responsible for them and HMB will not be liable for their loss or destruction. Therefore, Customer would need to take necessary steps to insure the items. If Customer delays a delivery, our responsibility for everything other than damage due to our negligence will end on the date HMB agreed to ship them.

4. Ownership of the Goods

Customer will only own the goods once they have been successfully delivered and when HMB have received cleared payment in full. Goods supplied are not for resale.

5. Delivery

HMB will deliver the goods to the address Customer specifies for delivery on Invoice. It is important that this address is accurate. Please be precise about where Customer would like the goods left if Customer is out when HMB deliver. HMB cannot accept any liability for any loss or damage to the goods once they have been shipped in accordance with your delivery instructions (unless this is caused by our negligence). HMB will aim to ship the goods by the date quoted for shipment but delivery times are not guaranteed. If shipment is delayed due to any cause beyond our reasonable control, the shipment date will be extended by a reasonable period and HMB will contact Customer to arrange an alternative time.

6. Performance

- 6.1 HMB will procure and/or manufacture and install the items within a reasonable time.
- 6.2 If in our opinion it is not reasonably practicable for any reason to carry out any of the work HMB are instructed to carry out, HMB shall be entitled to refrain from carrying out or completing such work and will consult with Customer as to what if any work is to be undertaken. HMB will, if requested by Customer, provide a written explanation as to why any work is not considered to be reasonably practicable.
- 6.3 If the cost to us of carrying out the work is subsequently increased by reason of increases in the cost materials and/or labour and/or any other factor outside our control, then HMB shall notify Customer before undertaking any work to which the increase will apply. If Customer requires HMB to discontinue the work, Customer shall only be required to pay HMB for the work already carried out.

7. Payment

Unless the Agreement provides otherwise, the price for the goods and/or services shall be payable no later than 7 days from the date of the relevant Invoice. The time stipulated for payment shall be of the essence of the Agreement. Failure to pay within the period specified shall entitle us to write to Customer upon the expiration of seven days notice, to charge Customer for costs and expenses incurred in recovering late payments, and to charge interest at the rate then in force pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 as at the due date.

8. Warranty

- 8.1 HMB warrant that as from the date of delivery for a period of twelve (12) months the goods and all their component parts, where applicable, are free from any defects in design, workmanship, construction or materials. Any additional warranties described in the specification document are manufacturers warranty only.
- 8.2 HMB warrant that the services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.

9. Right to Cancel

- 9.1 HMB will permit Customer to cancel this Agreement by sending written notice no later than 7 days after the date on HMB official Invoice subject to a restocking fee as detailed on the Invoice. If Customer request cancellation at a later date, then unless HMB are in breach of contract, HMB have the right to refuse or retain all or part of Customer deposit as a contribution towards any losses or costs HMB suffer as a result of the cancellation.
- 9.2 Customer cannot cancel this Agreement if Customer has taken any component parts, items, audio or video recording or computer software out of the sealed package in which it was delivered to Customer.
- 9.3 If Customer has received the goods before Customer cancels this Agreement then [unless, under clause 9.2, for which Customer do not have a right to cancel] Customer must send the goods back to our contact address at Customer own cost and risk. If Customer cancels this Agreement but HMB have already processed the goods for delivery Customer must not unpack the goods when they are received by Customer and Customer must send the goods back to HMB at our contact address at your own cost and risk as soon as possible.
- 9.4 Once Customer have notified HMB that Customer is cancelling this Agreement, any sum debited to HMB from Customer credit card will be re-credited to Customer account as soon as possible and in any event within 30 days of Customer order PROVIDED THAT the goods in question are returned by Customer and received by HMB in the condition they were in when delivered to Customer. If Customer does not return the goods delivered to Customer or does not pay the costs of delivery, HMB will be entitled to deduct the direct costs of recovering the goods from the amount to be re-credited to Customer.
- 9.5 Customer will be re-credited for the actual costs incurred in returning faulty or unsatisfactory goods.
- 9.6 HMB reserve the right to cancel the Agreement between us if:
 - 9.6.1 HMB have insufficient stock to deliver the goods Customer has ordered;
 - 9.6.2 HMB do not deliver to your area; or
 - 9.6.3 one or more of the goods Customer ordered was listed at an incorrect price due to a typographical error or an error in the pricing information received by HMB from our suppliers.

10. Invalidity

If any part of these terms and conditions is unenforceable (including any provision in which HMB exclude our liability to Customer) the enforceability of any other part of these conditions will not be affected.

11. Liability

- 11.1 Except for death or personal injury caused by our negligent acts or omissions HMB shall only be liable for any loss or damage which is a reasonably foreseeable consequence of a breach of this Agreement.
- 11.2 HMB expressly exclude any and all liability for consequential loss howsoever incurred. HMB total liability under this Agreement shall not exceed the amount paid by Customer for the goods.
- 11.3 Customer will be responsible for all claims, liabilities, damages, costs and expenses suffered or incurred by HMB as a result of Customer breach or default in the discharge of Customer obligations.
- 11.4 Where HMB need to carry out work on Customer vehicle/premises and/or install equipment, HMB will not accept liability for the cost of repairing or replacing parts of your vehicle which occurs due to faults in your

system unless HMB have been negligent in not realising that such damage may occur or in the way HMB did the work.

11.5 In the event of HMB losing or damaging Customer goods, HMB will pay for the reasonable costs of the repair or replacement (less wear or tear) of the item or provide Customer with a full refund if HMB have been negligent.

11.6 Nothing in this Agreement shall exclude or limit the Company's liability for death or personal injury resulting from the Company's negligence or that of its employees, agents or sub-contractors.

12. Governing Law and Jurisdiction

Parties to this Agreement agree to submit to the exclusive jurisdiction of the courts of England and Wales.

13. Entire Agreement

This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written.

14. Third Party Rights

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

15. Customer Services

15.1 To protect Customer own interests please read the Invoice carefully before making any payment. If Customer is uncertain as to its rights under these Terms & Conditions or Customer want any explanation about them please write or telephone to HMB, at the address and telephone number set out above.

15.2 If Customer is unhappy with any aspect of our product or service, please in the first instance contact HMB, at the address and telephone number set out above. Any complaints will be dealt with sympathetically and HMB will work with Customer to reach a satisfactory conclusion.

16. Changes to Terms and Conditions of Business

HMB reserve the right to make minor changes to this Agreement from time to time. Any major changes will only be made with 30 days notice.

17. Data Protection

Customer consents to the computer storage and processing of its personal data by us in connection with this Agreement and to the transmission of this data across the company and its business partners for the purposes of our legitimate interests including statistical analysis, marketing of our services and credit control. If Customer breaches this Agreement, your personal data may be disclosed or passed to third parties to the extent necessary to assist recovery procedures.

SIGNED:

Alan D Manton
Director
For and on behalf of
Half Moon Bay (Leisure) Ltd