

Safe Secure Locker Services Ltd trading as *TOTAL LOCKER SERVICE*  
**CONDITIONS OF SALE**

**1. DEFINITIONS**

"COMPANY" means Safe Secure Locker Services Ltd.

"CUSTOMER" means the person who buys or agrees to buy the goods from the company or whose order for the goods is accepted by the company.

"GOODS" means the goods which the company is to supply in accordance with these conditions.

"CONDITIONS" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the company.

"PRICE" means the price for the goods excluding carriage packing insurance and Value Added Tax.

"DELIVER DATE" means the date specified by the company when the goods are to be delivered.

"WRITING" means telex, cable, facsimile transmission and comparable means of communication.

"SPECIAL ORDER" means an order by a customer of Goods of non standard material design, colour or finish.

**2. CONDITIONS**

- 2.1. The conditions apply to all contracts for the sale of goods by the company to the customer to the exclusion of all other terms and conditions including any terms and conditions which the customer may purport to apply under any purchase order confirmation of order or similar document ( unless accepted in writing by the company)
- 2.2. All orders for goods shall be deemed to be an offer by the Customer to purchase Goods pursuant to these Conditions and shall be subject to acceptance by the Company in writing.
- 2.3. Acceptance of delivery of the goods shall be deemed conclusive evidence of the Customer's acceptance of these Conditions.
- 2.4. Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless.
- 2.5. The Company reserves the right to subcontract the fulfilment of the order or any part thereof and in such cases the contract shall be varied to include the standard terms and conditions of the subcontractor.

**3. THE PRICE AND PAYMENT**

- 3.1. The price shall be the Company's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the company's published price list current at the date of acceptance of the order. Where the goods are supplied for export from the United Kingdom the Company's published export price list shall apply. All prices quoted are valid for 30 days only, or until earlier acceptance by the customer, after which time they may be altered by the company without giving notice to the Customer.
- 3.2. The Customer shall pay the Price and VAT within 30 days of the date of invoice as directed by the Company. Where this is varied, it shall be agreed in writing by the Company.
- 3.3. If the Customer fails to make payment by the due date then without prejudice to any of the Company's other rights the Company may:-
  - 3.3.1. Cancel or suspend deliveries of any Goods due to the Customer
  - 3.3.2. Appropriate any payment made by the company to such of the Goods ( or Goods supplied under any other contract between the Company and the Customer) as the Company may think fit and charge interest on the amount unpaid ( both before and after any judgement ) at the rate of 4% per annum above Lloyds TSB plc's base rate from time to time until payment in full is made ( a part of a month being treated as a full month for the purpose of calculating interest)

**4. THE GOODS**

- 4.1. The quantity, quality and description of and any specification of the Goods shall be those set out in the Company's quotation ( if accepted by the Customer ) or the Customer's order ( if accepted by the Company )
- 4.2. The company may from time to time make changes in the specifications of the Goods which are required to comply with any applicable statutory or European Union requirements or which do not materially affect

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their quality or performance.

4.3. Where any specification or design has been supplied by the Company for manufacture by or to the order of the Company when the Customer warrants that the use of any such specification or design for the manufacture, processing, assembly or supply of the Goods shall not infringe the rights of any third party.

**5. CLAIMS FOR DEFECTS, DAMAGE, LOSS OR NON-DELIVERY**

5.1. The Customer shall inspect the Goods on delivery and shall within 7 days of delivery notify the Company in writing of any alleged defect or workmanship, shortage in quantity, damage or failure to comply with description or specification. The Company shall afford the Customer an opportunity to inspect the Goods within a reasonable time following delivery and before any use is made of them. If the Customer fails to comply with these provisions the Goods shall be conclusively presumed to be in accordance with the contract and free from any defect or damage which would be apparent on a reasonable examination of the Goods and the Customer shall be deemed to have accepted the Goods.

5.2. The Customer shall notify the Company of any non- - delivery of a whole or part of a consignment of goods within 7 days of the date of despatch (as stated on the invoice). Notwithstanding the receipt by the Company of any such notice a clear signature on a carrier's delivery advice sheet shall be deemed to signify receipt of the quantity of Goods indicated on the advice sheet intact and in good conditions.

5.3. If the Goods are not in accordance with the contract the Company shall at its discretion replace the Goods (or the part in question) free of charge or refund to the Customer the price (or a proportionate part of the price) but the Company shall have no further liability to the Customer.

5.4. The Company's liability to the Customer whether for any breach of contract or otherwise, shall not exceed the price and the Company shall not be liable for any direct or indirect loss and / or expense suffered by the Customer which arises out of or in connection with the supply of the Goods or their use or resale by the Customer.

5.5. All warranties and conditions whether implied by a statute or otherwise are excluded from this contract PROVIDED THAT nothing in this contract shall restrict or exclude liability for death or personal injury caused by the negligence of the Company or affect the statutory rights of a buyer dealing as consumer.

**6. CANCELLATION**

Once an Order has been placed by the Customer if the Customer seeks to cancel any such Order the Company reserves the right to charge the Customer in full for the cancelled Goods.

**7. DISCOUNTS**

No discounts will be allowed by the Company unless specifically agreed to in writing.

**8. DELIVERY**

8.1. Delivery of the Goods shall be made by the Customer collecting them at the Company's premises at any time after the Customer has been notified by the Company that they are ready for collection or if some other place for delivery is agreed by the Company, by the Company delivering the Goods to that place.

8.2. Any dates quoted for delivery of the Goods are approximate only and the Company shall not be liable for any loss or damage due to the Company's failure or delay in delivering the Goods (or any of them).

8.3. If the Customer fails to take delivery of the Goods or to give adequate delivery instructions at the time stated for delivery ( unless attributable to circumstances beyond the Customer's reasonable control or by reason of the Company's fault ) then the Company may ( without affecting its other rights or remedies):-

8.3.1. Store the Goods until actual delivery and charge the Customer for the reasonable costs of storage ( including insurance ) or

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- 8.3.2. Sell the Goods at the best price readily obtainable and (after deducting reasonable storage and selling expenses ) account to the customer for the excess over the Price or charge the Customer for any shortfall below the Price.

### **9. RISK AND TITLE**

- 9.1. Risk of damage to or loss of the Goods shall pass the Customer:-

9.1.1 Where the goods are to be delivered to the Company's premises, when the Company notifies the Customer that they are available for collection.

9.1.2. Where the goods are to be delivered elsewhere, at the time of delivery or, if the Customer wrongfully fails to take delivery, the time when the Company tendered delivery.

- 9.2. In spite of delivery having been made and the passing of the risk in the Goods the property in the Goods shall not pass to the Customer until:-

9.2.1. The Customer has paid the Price plus VAT in full ; and

9.2.2. No other sums whatever are due from the Customer to the Company.

- 9.3. Until property in the Goods passes to the Customer in accordance with clause 9.2 the Customer shall hold the Goods on a fiduciary basis as bailee for the Company. The Customer shall store the a Goods properly protected and insured (at no cost to the Company) separately from all other goods in its possession and marked in such a way that they are clearly identified as the Company's property.

- 9.4. All products manufactured by the Customer out of the Goods (or any of them) shall belong to the Company and stored separately from all other goods in the possession of the Customer until property in the Goods passes to the Customer.

- 9.5. The Company shall have the right to recover the Price (plus VAT) notwithstanding that property in any Goods has not passed to the Customer.

- 9.6. Until the property in the Goods passes to the Customer the Company shall have the right to require the Customer to deliver up such of the Goods to the Company as have not ceased to exist or have not been resold and the rights of the Customer under clause 9.4 shall immediately cease. If the Customer fails to do so the Company may enter upon any premises owned or occupied by the Customer where the Goods are stored and repossess the Goods.

- 9.7. The Customer shall not pledge or in anyway charge by the way of security any of the Goods which are the property of the Company, but if the Customer does so all moneys owing by the Customer to the Company shall forthwith become due and payable.

- 9.8. The Customer shall insure the Goods to the full price against " all risks" to the reasonable satisfaction of the Company until the date that the property in the Goods passes to the Customer.

### **10. FORCE MAJEURE**

Neither party shall be liable for any default due to any Act of God, explosion, flood, tempest fire or accident, strike, lockout, industrial action or trade disputes or other event beyond the reasonable control of other party.

### **11. NOTICE**

Any notice by either party to the other shall be in writing addressed to the other party at it's registered office or principal place of business or such other address as either party may at the relevant time notify the other.

### **12 SEVERANCE**

Any provisions of the Conditions which is or may be void or unenforceable in whole or in part shall not affect the validity or enforceability of the remaining provisions.

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**13. LAW**

The Law of England and Wales shall apply and the parties hereby agree to submit to the exclusive jurisdiction of the High Court of Justice England.

**We reserve the right to revise these Conditions at our discretion. Please check this Document when you visit our site as it may be revised from time to time without prior notice.**