

Detailed terms and Conditions of Business

Validity: 20 April 2020

CommerceCall Limited and UKSofa

As we can accept your order/s and make a legally enforceable agreement without further reference to you, you must read these terms and conditions to make sure that they contain all that you want and nothing that you are not happy with. They should be read in conjunction with our general terms and payment terms, which, together form the basis of our contract with you.

If you are not sure about anything, just phone us on 0330 3320410.

Application

These Terms and Conditions will apply to the purchase of the goods and services by you (the Customer, or you). We are CommerceCall Ltd a company registered in England and Wales under number 11878780 whose registered office is at 514 Wimborne Road, Ferndown, Dorset BH22 9NG with email address accounts@commercecall.co.uk; telephone number 0330 3320410; (the Supplier, or us or we).

These are the terms on which we sell or provide all Goods and Services to you. Before placing an order on the website, you will be asked to agree to these Terms and Conditions by clicking on the button marked 'I Accept'. If you do not click on the button, you will not be able to complete your Order. You can only purchase the Goods and Services from the Website if you are eligible to enter into a contract and, if an individual, are at least 18 (eighteen) years old.

Definitions

Customer: means a business or an individual acting for purposes which are wholly or mainly outside his or her trade, business, craft or profession;

Contract means the legally binding agreement between you and us for the supply of the Goods and Services;

Delivery Location means, for services it is the Supplier's premises or other location where the Services are to be supplied, as set out in the Order; for Goods it shall be the customer's nominated contract address;

Durable Medium means paper or email, or any other medium that allows information to be addressed personally to the recipient, enabling the recipient to store the information in a way to make it accessible for future reference for a period that is long enough for the purposes of the information, and allows the unchanged reproduction of the information stored;

Goods means any goods that we supply to you of the number and description as set out in the Order;

Order means the Customer's order for the Goods and Services from the Supplier as submitted following the order process set out on the Website;

Privacy Policy means the terms which set out how we will deal with confidential and personal information received from you via the Website;

Services means the services listed on the Website, of the description set out in the Order; and

Website means any or all of our websites on which the Goods and Services are advertised.

Services

The description of the Goods and Services is as set out in the Website, catalogues, brochures or in any other form of advertisement. Any description is for illustrative purposes only and there may be small discrepancies in the size and colour of any Goods supplied. In the case of Goods and Services made or provided to your special requirements, it is your responsibility to ensure that any information or specification you provide is accurate. All Goods and Services which appear on the Website are subject to availability. We can make changes to the Goods and Services which are necessary to comply with any applicable law or safety requirement. We will notify you of these changes.

Basis of Sale

The description of the Goods and Services on our website does not constitute a contractual offer to sell. When an Order form has been submitted on the website, we can reject it for any reason, although we will try to tell you the reason without delay. The Order process is set out on the website. It is your responsibility to check that you have used the ordering process correctly. A Contract will be formed for the Goods and Services ordered only when you receive an email from us with an invoice that confirms your order (Order Confirmation). You must ensure that the Order Confirmation is complete and accurate and inform us immediately of any errors. We are not responsible for any inaccuracies in the Order placed by you.

Any prices quoted are valid for a maximum period of 7 (seven) days unless we expressly withdraw it at an earlier time.

No variation of the Contract, whether about description, costs, or otherwise, can be made after it has been entered into unless the variation is agreed by the Customer and the Supplier in writing.

Costs and Payments

The Cost of Goods and services and any additional delivery or other charges is that as set out on the website on the date we accept the Order, or such other price as we may agree in writing.

Costs will include VAT at the rate applicable at the time of the Order.

You must pay by choosing the applicable currency and then submitting your credit or debit card details following your receipt of our invoice so we can take payment immediately or otherwise before delivery of the Goods and Services.

If, as an individual, you're struggling to pay any invoice we may issue for our services, please call us to discuss your circumstances. If you can't pay your bill, please tell us about it and we will try to help you. If you haven't contacted us about your overdue bill, we will try to contact you. We may also suspend your service. If this happens, we may also:

1. add a termination charges and/or service suspension charge to your account in line with your specific product terms and conditions;
2. pass on your details to a debt collection agency who may add their own charges and fees to recover the debt; and

3. notify credit reference agencies that you've missed payments.

This information can be used by other lenders and will affect your credit rating and ability to gain future credit.

Delivery

We will deliver any Goods, to the Delivery Address you give on your order form without undue delay and, in any event, not more than 30 (thirty) days after the day on which the Contract is entered into. In any case, regardless of events beyond our control, if we do not deliver the Goods on time, you can require us to reduce the Fees or charges by an appropriate amount (including the right to receive a refund for anything already paid above the reduced amount). The amount of the reduction can, where appropriate, be up to the full amount of the Fees or charges. In any case, regardless of events beyond our control, if we do not deliver the Goods on time, you can (in addition to any other remedies) treat the Contract at an end. If you treat the Contract at an end, we will (in addition to other remedies) promptly return all payments made under the Contract.

If you or your nominee fail, through no fault of ours, to take delivery of the Goods at the Delivery Location, we may charge the reasonable costs of storing and redelivering them. The Goods will become your responsibility from the completion of delivery or Customer collection. You must, if reasonably practicable, examine the Goods before accepting them.

Risk and Title

You will be responsible for any loss or damage to Goods when the Goods are delivered to you.

You do not own the Goods until we have received payment in full and any applicable Minimum Contract Period for Services has expired.

If payment is overdue or (a) being an individual, a step occurs towards your bankruptcy, or (b) as a business a step occurs towards your potential insolvency, we can choose, by notice to cancel any delivery and end any right to use Goods still in your possession, in which case you must return the goods or allow us to collect them.

Withdrawal and cancellation

You can withdraw any Order by telling us before we issue your invoice, which also acts as our acceptance of your offer to purchase the Goods and Services. The Goods we supply under the UKSofa brand are made to meet your specific specifications and as such do not usually grant you the protection offered by the Distance Selling regulations

Excluding liability

The Supplier specifically excludes liability to the following:

- (i) Any loss which was not reasonably foreseeable to both parties at the time when the Contract was made, or
- (ii) any loss (e.g. loss of profit) to your business, or if you are an individual, any loss to your trade, craft, or profession because we believe you are not buying the Services and Goods wholly or mainly for your business, trade, craft or profession.

Governing law, jurisdiction and complaints

The Contract (including any non-contractual matters) is governed by the law of England and Wales. Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the Customer lives in Scotland or Northern Ireland, in the courts of respectively Scotland or Northern Ireland.

We try to avoid any dispute, so we deal with complaints in accordance with our Complaints Procedure, detail will be available on request.

Bribery Policy

Commercecall's Directors, Officers, and Employees, directly or indirectly, WILL NOT offer, promise, or pay any bribes or other improper payments for the purposes of promoting UKSofa products and services to any individual, corporation, government official or agency, or other entity. No gift, benefit or contribution in any way related to CommerceCall or UKSofa shall be made to political or public officials or candidates for public office or to political organisations, regardless of whether such contributions are permitted by local laws.

Force Majeure

CommerceCall shall not be liable for any failure to perform due to causes beyond its control, including but not limited to fire, flood, earthquake, explosion, accident, acts of public enemy, war, rebellion, insurrection, sabotage, epidemic, quarantine, labour disputes or shortages, transportation embargoes, failures or delays, inability to secure raw materials or machinery, acts of God or government any such event of force majeure affecting CommerceCall's third party suppliers, judicial action, failure in the Public Switched Telephone Network, Distributed Denial of Service (DDOS) attack or catastrophic Core Network Failure.

Severability

If any provision or term of this Agreement shall be declared void, invalid, or illegal, the validity or legality of all other provisions of the Agreement shall not be affected thereby.