

Connect Office Limited Terms and Conditions ("Terms")

We are Connect Office Limited. In these Terms, we refer to us as "Connect Office" / "we" / "us" / "our". Our registered office address is Units 9 & 10, Empire Works, Parcel Terrace, Derby DE1 1LY. We are incorporated in England and our company number is 06090493. Our VAT number is 902832738.

These Terms apply to your use of our Website at www.connectoffice.co.uk ("Website") and to the supply of any of any of the products listed on the Website ("Products") to you. The Terms also apply to any correspondence between us and you. Please read these Terms carefully before using the Website.

You should print a copy of these Terms for future reference.

1. Introduction

- 1.1. You may access some areas of the Website without being a registered user. Certain areas of the Website are only open to you if you register.
- 1.2. By accessing any part of the Website, you shall be deemed to have accepted these Terms in full. If you do not accept these Terms in full, you must leave the Website immediately.
- 1.3. We may revise these Terms at any time by updating the Website. You should check the Website from time to time to review the then current Terms, because it is binding on you.

2. Registration with the Website

- 2.1. Unless you have a business account, each registration is for a single user only. If you wish to obtain a business account, please contact us.
- 2.2. Unless you have a business account, Connect Office Limited does not permit you to share your user name and password with any other person nor with multiple users on a network. If you have a business account, you must not disclose your user name and password to anyone except other employees of the relevant business.
- 2.3. Responsibility for the security of any passwords issued rests with you and you are liable for the price of all goods bought using your user name and password.

3. Service availability

- 3.1. This Website is only intended for use by people resident in the following countries: UK Mainland addresses, Northern Ireland and The Isle of Wight. We do not accept orders from outside those countries.
- 3.2. We also do not accept orders from any of the following:
 - 3.2.1. Scottish Islands
 - 3.2.2. Channel Islands
 - 3.2.3. Isles of Scilly
 - 3.2.4. Isle of Man
 - 3.2.5. PO Box Addresses

4. Your status

- 4.1. By purchasing Products from the Website, you warrant that:
 - 4.1.1. You are legally capable of entering into binding contracts;
 - 4.1.2. You are at least 18 years old;
 - 4.1.3. You are resident in one of the countries referred to in paragraph 2 above.

5. How a Contract is formed

- 5.1. After placing an order, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy a Product. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that the Product has been dispatched (the "Dispatch Confirmation"). The contract between us ("Contract") will only be formed when we send you the Dispatch Confirmation.
- 5.2. The Contract will relate only to those Products whose dispatch we have confirmed in the Dispatch Confirmation. We will not be obliged to supply any other Products which may have been part of your order until the dispatch of such Products has been confirmed in a separate Dispatch Confirmation.

6. Substitute Products

- 6.1. The Products we sell are generic and high-turnover. If a Product that you have ordered is out of stock or no longer available from a particular manufacturer, we are entitled to substitute the ordered Product within an equivalent Product before dispatch. The substitute Product will be of equivalent or higher specification than the Product it replaces.

7. Availability and delivery

- 7.1. Your order will be fulfilled by the delivery date set out in the Dispatch Confirmation or, if no delivery date is specified, then within a reasonable time of the date of the Dispatch Confirmation, unless there are exceptional circumstances.

8. Ownership and risk

- 8.1. The Product will be at your risk from the time of delivery.
- 8.2. Ownership of the Product will pass to you on delivery, provided that we have received full payment of all sums due in respect of the Product, including delivery charges. In the event that you receive the ordered Products before we receive full payment, ownership will not pass to you until we have received full payment.

9. Payment

- 9.1. The price of any Products will be as quoted on our Website from time to time, except in cases of obvious error.
- 9.2. These prices exclude VAT and delivery costs, which will be added to the total amount due. Delivery costs are as set out in our Delivery Information page, click onto Delivery Information link located on the homepage
- 9.3. Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Dispatch Confirmation.
- 9.4. The Website contains a large number of Products and it is always possible that, despite our best efforts, some of the Products listed on our site may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a Product's correct price is less than our stated price, we will charge the lower amount when dispatching the Product to you. If a Product's correct price is higher than the price stated on our site, we will normally, at our discretion, either contact you for instructions before dispatching the Product, or reject your order and notify you of such rejection.
- 9.5. We are under no obligation to provide the Product to you at the incorrect (lower) price, even after we have sent you a Dispatch Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing.
- 9.6. Payment for all Products must be by credit or debit card, using one of the cards that our payment system accepts from time to time. We will not charge your credit or debit card until we despatch your order. This paragraph 9.6 does not apply where you have a business account and are buying on credit.

- 9.7. If you are using the Website as a business, you may apply for a business account with the Website. It is entirely at our discretion whether or not we accept your application or grant you credit (which may also be subject to receiving satisfactory references). If we grant you credit, you must pay the total amount due (including delivery costs) within 30 days of the date on which we despatched the Product to you. We reserve the right to change the terms of credit, or end your credit, at any time at without giving reasons. If we end your credit, we will notify you of this by email or in writing and you must pay all sums due immediately after receipt of this notice.
- 9.8. If we have not received in cleared funds any sums due to us by its due date, we shall be entitled to charge interest on the overdue amount at 3% above the base rate of National Westminster Bank Plc. Interest will accrue on a daily basis from the due date up to the date of actual payment, after as well as before any Court judgment.

10. Our returns policy

- 10.1. We realise that occasionally you may wish to return a Product, which is why we offer a 14 day returns policy for Products that are not defective, damaged, short or sent incorrectly. This applies for 14 days from the date on which the Product was delivered to you. All we ask is that that the Product is unopened and in it's original packaging with no writing or markings; if the Product is not in this state, you are not entitled to return it to us under this policy.
- 10.2. For Products that are defective or are delivered in a damaged condition, you must send the Product to us we will examine the returned Product and will notify you of your refund via e-mail within a reasonable period of time. We will usually process the refund due to you as soon as possible and, in any case, within 30 days of the day we confirmed to you via e-mail that you were entitled to a refund for the defective Product. Products returned by you because of a defect will be refunded in full, including a refund of the delivery charges for sending the item to you and the cost incurred by you in returning the item to us.
- 10.3. For Products that are short or sent incorrectly, you must contact us within 3 working days of delivery.
- 10.4. For all of the above, once you have contacted us we will reply with a returns number and arrange free collection within 3 working days.
- 10.5. We regret that due to health & safety regulations we are unable to collect food and drinks items.
- 10.6. At our discretion we will consider collecting items over 14 days, however we may not be able to offer a full credit.
- 10.7. The above does not affect your statutory rights.

11. Our rights to cancel your registration

- 11.1. We may cancel your registration with the Website at any time by giving notice to you if you breach any part of these Terms.
- 11.2. If we cancel your registration in accordance with paragraph 11.1, you shall immediately pay all sums that you owe to us (whether or not under the Contract).

12. Liability for Products

- 12.1. We warrant to you that any Product purchased from us through our Website is of satisfactory quality and reasonably fit for all the purposes for which products of the kind are commonly supplied.
- 12.2. Our liability for losses you suffer as a result of us breaking this agreement is strictly limited to the purchase price of the Product you purchased and any losses which are a foreseeable consequence of us breaking the agreement. Losses are foreseeable

where they could be contemplated by you and us at the time your order is accepted by us.

- 12.3. Nothing in these Terms limits in any way our liability:
 - 12.3.1. for death or personal injury caused by our negligence;
 - 12.3.2. under section 2(3) of the Consumer Protection Act 1987;
 - 12.3.3. for fraud or fraudulent misrepresentation; or
 - 12.3.4. for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.
- 12.4. We are not responsible for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and us, including but not limited to the following, however arising under any type of legal action:
 - 12.4.1. loss of income or revenue;
 - 12.4.2. loss of business;
 - 12.4.3. loss of profits or contracts;
 - 12.4.4. loss of anticipated savings;
 - 12.4.5. loss of data;
 - 12.4.6. waste of management or office time.

13. Import duty

- 13.1. If you order Products from our site for delivery outside the UK, they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order.
- 13.2. Please also note that you must comply with all applicable laws and regulations of the country for which the products are destined. We will not be liable for any breach by you of any such laws.

14. Conduct

- 14.1. You must not use the Website in any way that could cause damage, impairment or restricted access to the Website.
- 14.2. You must not post or transmit to or from the Website any material:
 - 14.2.1. that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or
 - 14.2.2. for which you have not obtained all necessary licences and/or approvals; or
 - 14.2.3. which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in any country in the world; or
 - 14.2.4. which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).
- 14.3. You may not misuse the Website (including, without limitation, by hacking).

- 14.4. We shall fully co-operate with any law enforcement authorities or court order requesting or directing us disclose the identity or locate anyone posting any material in breach of paragraphs 14.2 or 14.3.

15. Intellectual property

- 15.1. Connect Office Limited, the Connect Office logo, and other marks contained on our website are the unregistered trade marks (or registered trade marks where expressly indicated) of Connect Office Limited
- 15.2. You are permitted to print and download extracts from the Website for your own use on the following basis:
 - 15.2.1. no documents or related graphics on the Website are modified in any way;
 - 15.2.2. no graphics on the Website are used separately from the corresponding text; and
 - 15.2.3. our copyright and trade mark notices and this permission notice appear in all copies.
- 15.3. Unless otherwise stated, the copyright and other intellectual property rights in all material on the Website (including without limitation photographs and graphical images) are owned by us or our licensors. For the purposes of these Terms, any use of extracts from the Website other than in accordance with paragraph 15 for any purpose is prohibited. If you breach any of these Terms, your permission to use the Website automatically terminates and you must immediately destroy any downloaded or printed extracts from the Website.
- 15.4. Subject to paragraph 15, no part of the Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without our prior written permission.
- 15.5. Any rights not expressly granted in these Terms are reserved.

16. Links to and from the Website

- 16.1. You may link to the Website from your own website or newsletter for the purpose of promoting or recommending our services to your visitors and/or readers. We reserve the right to revoke your right to the Website where we deem this to be appropriate.
- 16.2. Links to third party websites on the Website are provided solely for your convenience. If you use these links, you leave the Website. Connect Office has not reviewed all of these third party websites and does not control and is not responsible for these websites or their content or availability. We therefore do not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to the Website, you do so entirely at your own risk.

17. Electronic communications

- 17.1. When using the Website, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our Website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

18. Access and Maintenance

- 18.1. We will try to ensure that availability of the Website will be uninterrupted and error free. However, due to the nature of the internet this cannot always be guaranteed. The Website may occasionally be suspended or restricted to allow for repairs,

maintenance of the service, or the introduction of new or amendment to services provided. We will endeavour to keep such “down-times” to a minimum.

19. Events beyond our reasonable control

19.1. We are not responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control, and shall not be liable for any losses or expenses (whether direct or indirect) arising out of such delay or failure. This condition does not affect your statutory rights.

20. Liability for the Website

20.1. The following liability limits apply to the Website. They do not apply to Products; paragraph 12 sets out our liability for Products.

20.2. We exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with the Website in any way or in connection with the use, inability to use or the results of use of the Website, any websites linked to the Website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing the Website or your downloading of any material from the Website or any websites linked to the Website.

20.3. If your use of material on the Website results in the need for servicing, repair or correction of equipment, software or data, you assume all costs for that servicing/repair/correction.

21. Notices

21.1. Any notice given under this Agreement shall be in writing sent it by email (provided that a delivery and read receipt are requested at the time of sending) or registered post to the relevant party at:

21.1.1. in the case of notices sent to you, (in the case of post) the most recent postal address you have supplied to us or (in the case of email) the most recent email address you have supplied to us;

21.1.2. in the case of notices you send to us, (in the case of post) our address as stated at the start of these Terms or (in the case of email) the following email address: sales@connectoffice.co.uk;

21.2. We shall both consider that any notice will have been received:

21.2.1. in the case of registered post, 48 hours from the date of posting; and

21.2.2. in the case of email, 48 hours from the date of sending the email, provided that the sender has on record a receipt for the delivery and/or reading of that email.

22. Our right to vary these Terms

22.1. We have the right to revise and amend these Terms from time to time. The revised or amended Terms will apply from the date on which they are uploaded to the Website. You should therefore check these Terms regularly for updates.

23. Entire agreement

23.1. These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

- 23.2. We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms and conditions.
- 23.3. Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

24. Governing law and jurisdiction

- 24.1. These conditions are governed by and construed in accordance with the laws of England. You agree, as we do, to submit to the exclusive jurisdiction of the courts of England.