

CONDITIONS OF BUSINESS

1. DEFINITIONS

1.1 In these Conditions:

"BELBIN" means Belbin Associates, 3-4 Bennell Court, Comberton, Cambridge CB23 7EN. UK [493 2224 49] ;

"Consumer" means a consumer within the meaning of S12 of the Unfair Contracts Terms Act 1977

"the Goods" means the goods supplied to you;

"the Website" means www.belbin.com;

"you/your" means the party placing an order with BELBIN.

2. CONTRACT

2.1 These Conditions apply to all quotations given, orders accepted and contracts entered into by BELBIN with you for the supply of goods ("Agreement"). All other terms and conditions, whether oral or written, expressly stipulated by you or implied by trade custom, course of dealing or otherwise are excluded. No variation to these Conditions will be effective unless agreed in writing by an authorised representative of BELBIN.

3. ORDER

3.1 Orders are not binding on BELBIN until the order is accepted in writing by BELBIN. BELBIN may decline to accept any order.

3.2 You shall be responsible to BELBIN for ensuring the accuracy of the terms of any order, submitted by you, and that the order is submitted within sufficient time to enable BELBIN to perform the Agreement by any deadline.

3.3 The quantity, quality and description of the Goods shall be that set out in your order or as otherwise agreed in writing by BELBIN.

3.4 No order which has been accepted by BELBIN may be cancelled by you except with the agreement in writing of BELBIN and you shall indemnify BELBIN against all losses, costs, damages, charges and expenses incurred by BELBIN as a result of such a cancellation, save that if you are a Consumer you may, within seven working days of the delivery of the Goods, cancel this Agreement and return the Goods to BELBIN at your risk and expense in the same condition as you received them. Any refund payable will be made within 30 days of BELBIN's receipt of the returned Goods.

- 3.5 Any alteration including without limitation any change of quantity or delivery schedules of the Goods shall be subject to agreement in writing by BELBIN and BELBIN shall be entitled to adjust the price for the Goods accordingly.

4. **PRICES AND PAYMENT**

- 4.1 The price of the Goods shall be the price quoted by BELBIN, or, where no quotation has been provided, the price as set out in BELBIN's published price list from time to time.
- 4.2 All prices quoted are exclusive of VAT, packaging, shipping and handling, which if applicable, shall be charged in addition. Packaging, shipping and handling costs will be shown on the Website if you order on-line.
- 4.3 Payment is due on acceptance of the order by BELBIN and should be made by cheque to BELBIN Associates, by BACS transfer or by credit or debit card for on-line payments.
- 4.4 The Goods will not be dispatched to you until payment in full of all sums specified in clauses 4.1 and 4.2 has been received by BELBIN unless otherwise agreed in writing by BELBIN.
- 4.5 If you have agreed in writing a credit arrangement with BELBIN, payment shall be made within 30 days of the date of any invoice sent by BELBIN to you. Where payment is not received by the due date BELBIN may, without prejudice to any other right or remedy available to it:
- 4.5.1 charge interest before and after judgment (calculated annually but accruing on a daily basis) on the accrued sum outstanding at the rate of 8% per annum above Barclays Bank plc base rate for the time being and charge you the cost of recovery of all sums due to BELBIN from you. You shall furthermore indemnify BELBIN against all costs and expenses (including reasonable legal costs and fees on a full indemnity basis) incurred or sustained by BELBIN in recovering sums due in each case without prejudice to any other rights and remedies available to BELBIN; and/or
 - 4.5.2 suspend any further deliveries to you; and or
 - 4.5.3 cease to fulfil further orders placed by you until payment in full of the outstanding amount has been received; and/or
 - 4.5.4 recover the Goods; and/or
 - 4.5.5 amend its terms of payment for future delivery of the Goods; and/or
 - 4.5.6 treat this Agreement as repudiated.
- 4.6 If the order is made on the Website, BELBIN shall within 30 days confirm by email the details, description and the prices for the Goods, together with information on the right to cancel if you are a Consumer. Please note that this email is not an order confirmation or order acceptance from BELBIN but is sent to comply with the Consumer Protection (Distance Selling) Regulations 2000.

4.7 BELBIN will try and ensure that all prices on the Website are accurate. However, errors may occur. If BELBIN discovers an error in the price of the Goods ordered BELBIN will inform you as soon as possible and give you the option of reconfirming order at the correct price or cancelling it. If BELBIN is not able to contact you, BELBIN will treat the Agreement as cancelled.

5. DELIVERY

5.1 BELBIN shall use all reasonable endeavours to supply the Goods to you provided that:-

5.1.1 no guarantee to comply with delivery dates is given by BELBIN whether or not specified in an order accepted by BELBIN; and

5.1.2 BELBIN shall not be liable for any loss to you if the delivery of any Goods is delayed or any order is not completed.

5.2 Risk in the Goods shall pass to you as soon as the Goods are shipped by BELBIN. Title in the Goods shall remain with BELBIN until all sums due to BELBIN from you in respect of the Goods have been received by BELBIN.

5.3 You shall inspect the Goods immediately on delivery. Any shortages or apparent defects of Goods must be notified to BELBIN within 5 working days of delivery and the Goods returned to BELBIN. If you do not give notice within such period the Goods shall be deemed to have been accepted by you.

5.4 If BELBIN is satisfied that the defect notified in accordance with Clause 5.1 is not due to damage in transit or due to the actions of you or any third party, it shall refund the price paid for the Goods and any associated shipping costs. BELBIN shall not be liable for any further claims for direct, indirect or consequential damage or loss and its sole obligation shall be the making of such refund.

6. WARRANTY

6.1 Should any defect in the Goods become apparent within 3 months from the date of delivery which is proved to BELBIN's satisfaction to be the result of defective material or workmanship and not caused by fair wear and tear or accident, BELBIN, subject to Clause 6.2, shall refund the price paid for the Goods and any associated shipping costs.

6.2 The warranty in Clause 7.1 shall not apply in respect of:-

6.2.1 defects which would have been reasonably apparent to you on reasonable examination of the Goods on delivery and which have not been notified to BELBIN in accordance with Clause 5.4 hereof; and

6.2.2 defects (not being defects to which Clause 6.2.1 applies) which are not reported to BELBIN within 30 days of the defect becoming apparent.

6.3 BELBIN warrants that the Goods will be fit for their intended purpose when under normal

use. This warranty does not cover any damage caused to the Goods by any use contrary to any instructions issued by BELBIN concerning the use of the Goods.

- 6.4 BELBIN gives no warranties or representations as to the accuracy, completeness or reliability of any information contained in the Goods.
- 6.5 The above warranties shall be limited to the refund of the sums paid for the Goods in respect of which the defect arises under this Agreement, and shall not apply to any direct or indirect or consequential liability, loss, injury or damage arising through any such defect.

7. LIABILITY

- 7.1 Subject to clauses 5.4 and 6.1, BELBIN gives no warranties and makes no representations in relation to this Agreement, and, to the fullest extent permitted by law, any warranties expressed or implied, statutory or otherwise are hereby excluded.
- 7.2 Under no circumstances shall BELBIN be liable, for breach of contract, in tort (including negligence) or otherwise, for any loss of profit, revenue, savings, goodwill, business or other financial loss of any kind, or for any indirect or consequential loss whatsoever arising out of or in connection with this Agreement.
- 7.3 If in spite of provisions in this Agreement which purport to exclude or limit BELBIN's liability, BELBIN is found liable, then BELBIN's liability, for breach of contract, in tort (including negligence) or otherwise, shall be limited to the sums paid for the Goods in connection with which such liability arises.
- 7.4 Nothing in these Conditions excludes or limits liability for fraud or for death or personal injury caused by BELBIN's negligence.
- 7.5 You shall indemnify and keep indemnified BELBIN against all claims, proceedings, losses (direct or indirect) and expenses in connection with any liability of BELBIN in connection with the Goods including the use, supply or resale (if applicable) of the Goods.
- 7.6 BELBIN shall not be under liability to you in respect of any failure to perform or delay in performing any of its contractual obligations to you attributable to any cause of whatsoever nature beyond BELBIN's reasonable control including without limitation any delays caused by third parties in supplying any services or materials, and no such failure or delay shall be deemed for any purpose to constitute a breach of contract.
- 7.7 If you are a Consumer, your statutory rights are not affected.

8. MISCELLANEOUS

- 8.1 You acknowledge that in entering into the Agreement, you have not relied on any written or oral representations made by or on behalf of BELBIN save as set forth in writing and expressly included in this Agreement, provided that nothing in this clause should be construed as limiting liability for fraud. BELBIN shall have no liability for any representation not so reduced to writing and incorporated in this Agreement.

- 8.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or other such address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. Notices served by facsimile will be deemed received when sent, subject to issue of a valid transmission slip, or, if served by post, will be deemed received 2 business days after posting
- 8.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of these Conditions and the remainder of the provisions in question shall not be affected thereby.
- 8.4 Nothing in this Agreement is intended to confer any benefit on any third party, whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise, and no third party shall have the right to enforce any rights under this Agreement, except where otherwise agreed in writing.
- 8.5 BELBIN agrees to store, process and use all information regarding your personal details in accordance with the requirements of the Data Protection Act 1998 and with its privacy policy set out in <https://team-belbin.com/privacy.asp?lang=1>.
- 8.6 This Agreement shall be construed and take effect in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English Courts in respect of any dispute or claim arising out of this Agreement.