

OFCC  
Unit 34 Phoebe Lane Ln. Est.  
Siddal  
Halifax  
West Yorkshire  
HX3 9EX

Tel: 01422 382788  
Fax: 01422 382789  
Email: sales@receptiondesksonline.co.uk  
Website: www.receptiondesksonline.co.uk  
Website: www.schoolstorageonline.co.uk

**OFCC - General Terms and Conditions of Sale and Service**  
**These terms take all precedence over any terms or conditions of the client**

These Conditions alone shall govern and be incorporated in every Contract for the sale and Services offered by OFCC (hereinafter referred to as The Seller) to any Client.

**1. Definitions - In these Terms and Conditions:**

The Seller means OFCC, Conditions means the Terms and Conditions of the sale and Service set out in this document, and includes any special terms and conditions agreed in writing between The Client and The Seller. The Client means the person or organisation that buys, or agrees to buy furniture and Services from The Seller. The Contract means the contract for the purchase of furniture and Services, and the schedule for delivery between the The Client and The Seller. Services means the services provided and includes the design, configuration, development and installation of the furniture which The Seller provides with the agreement of The Client in accordance with The Contract.

**2. Conditions Applicable**

- 2.1 The headings in These Terms and Conditions are for convenience only and shall not affect their interpretation.
- 2.2 All contracts for sale made by The Seller are subject to these Terms and Conditions, unless excluded or varied by express written agreement between The Seller and The Client.
- 2.3 The Seller accepts The Clients order for the furniture and Services upon these Conditions, to the exclusion of any printed Terms and Conditions of The Clients which shall not form any part of the agreement.
- 2.4 Provision of Services by The Seller shall be conclusive evidence before any Court or arbiter that these Conditions apply thereto.
- 2.5 No variation to these Terms and Conditions shall be binding, unless agreed in writing between The Client and The Seller
- 2.6 Any advice or recommendation given by The Seller or its employees to The Client or its employees or agents as to the use or maintenance of the furniture provided, which is not confirmed in writing by The Seller is followed or acted upon entirely at The Client's own risk and accordingly The Seller shall not be liable for any such advice or recommendation which is not so confirmed. These Conditions, (as modified in accordance with 2.5) are the entire understanding of the parties and supersede any prior promises, representations or undertakings. This shall not exclude any liability in respect of any statement made fraudulently by either party prior to the date of The Contract.
- 2.7 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, and acceptance of offer, invoice or other document issued by The Seller shall be subject to correction without liability on the part of The Seller

**3. Orders and Specifications**

- 3.1 Any orders given verbally, (i.e. not in writing) must be immediately confirmed in writing by The Client, otherwise The Seller cannot accept liability for wrong interpretation or delay in proceeding with the order. When The Client's urgency does not allow sufficient time for the written confirmation to be received, The Client will be liable for any error arising.
- 3.2 The Client shall be responsible to The Seller for ensuring the accuracy of the terms of any order, (including any applicable specifications submitted by The Client) and for giving The Seller any necessary information relating to the manufacture /Services within sufficient time to enable The Company to perform The Contract in accordance with its terms.
- 3.3 No order which has been accepted by The Seller may be cancelled by The Client except with the agreement in writing of The Seller and on terms that The Client shall indemnify The Seller in full against all loss, (including loss of all profits) costs, (including the cost of any labour and or materials used) damages, charges and expenses incurred by The Seller as a result of the cancellation.

**4. Payment**

- 4.1 Payment terms are dependent on credit checks and are negotiable but usually we require a 25% deposit with the balance payable in full at time of delivery.
- 4.2 The Seller reserves the right to refuse the delivery if the balance payment has not been paid or is not available on site at the time of the delivery. If the payment or balance payment is not received by the due date, the Seller shall be entitled to interest on the outstanding amount at 6% over base until the balance is paid in full.
- 4.3 No orders will be processed until the deposit has been paid.

## **5. Delivery**

5.1 Any dates quoted for delivery of the furniture are business estimates only and, unless otherwise expressly stated and agreed by The Seller in writing, The Seller cannot be held liable if Conditions do not allow the them to comply with these estimates. The Seller will endeavour to provide accurate estimates of timescales based on the information available at the outset of any contract and will work with the best intentions to meet these requirements.

5.2 If upon arrival at the delivery address we are unable to gain entry at the time stated or the delivery is compromised due to something not mentioned on our pre-delivery checklist and the delivery has to be aborted there is a standard re-delivery charge of £250.00 + VAT and the re-delivery will take place at The Sellers convenience

5.3 Inspection of goods at the time of the delivery by The Client or their representative prior to signing the delivery note is essential. Delivery of goods must be endorsed accordingly and any discrepancies/damage noted on the delivery note

5.4 The Seller will not be liable in any circumstances for the consequences of any delay in delivery or failure to deliver the furniture due to any act of God, fire, inclement or exceptional weather conditions, industrial action, hostilities, shortages of labour, materials, power or other resources, governmental order or intervention, or any other cause whatever beyond The Sellers control or of an unexpected or exceptional nature.

## **6. Storage**

If The Client is unable to accept the delivery of the furniture once a delivery date has been given the furniture will be stored at the Sellers premises for a maximum of 30 days from when the Seller notifies The Client that the goods are ready for despatch. After this date goods paid for in full or part paid, may be stored at the Seller's discretion by prior arrangement at a rate of £25.00 per day following the date after which the customer failed to arrange collection or refused to accept delivery. This amount will be payable before any subsequent collection / delivery.

## **7. Force Majeure**

Any contract may be cancelled or suspended in whole or in part by The Company without liability on its part for any loss or damage arising directly or indirectly from such a cancellation or suspension or if The Company is prevented or hindered from carrying out The Services as a result of; any industrial action, act of God, war, civil commotion, legislation, break down of machinery, inability to obtain supplies, equipment, fuel, power, components or transportation; accidents, government action, Force Majeure or any other cause over which The Company has no control.

## **8. Cancellation**

All monies paid by The Client form part of a contract of sale and are non-refundable. Orders will be considered cancelled upon notice in writing from The Client, or failure to take delivery of the goods within a period of 30 days from when the Seller notifies The Client that the goods are ready for delivery. If for any reason The Client fails, or refuses to take delivery of the goods at the time that such goods are due and ready for delivery, The Client will be in breach of contract. The Seller may sell or otherwise dispose of the goods without prejudice to the Seller's right to legal redress for loss suffered in consequence of The Clients failure to take delivery of the goods

8.1 If The Client defaults (including delays) in the payment of any sum due hereunder, The Seller shall have the right to re-determine any contract or suspend provision of any services without prejudice to any claim or right The Seller might otherwise exercise.

## **8. Information**

Any information required to be given hereunder in writing shall be deemed to have been duly given by The Seller if sent by paid first class post, facsimile or email addressed to the party concerned at its principle place of business or last known address.

## **9. English Law and Jurisdiction**

This contract will be construed according to the laws of England and any dispute between the parties will be subject to English law. The parties submit to the exclusive jurisdiction of the English Courts in respect of any dispute arising under or connected with this contract.

## **10. Third Party**

No term of this agreement shall be enforceable under the contracts (Rights of Third Parties) Act 1999 by any third party.