

# TERMS AND CONDITIONS

## 1. OUR CONTRACT

These terms & conditions ("Website Terms") apply to your use of the Northgate IPS website at [www.northgateips.com](http://www.northgateips.com) (the "Website", which term shall include all content on the Website). You must read these Website Terms carefully, and we recommend that you print and keep a copy for your future reference. By accessing, browsing, using or registering with the Website, you confirm that you have read, understood and agree to these Website Terms in their entirety. If you do not agree to these Website Terms in their entirety, you must not use the Website.

## 2. TERMS & CONDITIONS RELATING TO SALES

If you order a product through the Website, our Terms & Conditions relating to sales will also apply. You can view these Terms & Conditions here [Terms & Conditions](#)

### 1. OUR CONTRACT

1. These Terms and Conditions govern the supply of goods sold by Northgate IPS, The Granary Business Park, School Road, Neatishead, Norfolk, NR12 8BU ("we" and "us") to the customer ("you"). Our VAT number is **GB**
2. All orders placed by you and purchases of goods from us (whether by telephone, via our website or by such other means as we may permit) are on the basis of these Terms and Conditions and are subject to acceptance by us either (as applicable):
  1. by delivery of the goods to you; or
  2. by collection of the goods you have purchased from our distribution centre, at which point a legally binding contract is constituted between us.
3. The processing of your payment and acknowledgment of your order does not constitute legal acceptance of your order.

### 2. ORDERING

1. On our website, you may request a quote or place an order to purchase a product advertised for sale by following the onscreen prompts after clicking on the item you wish to purchase. You will have an opportunity to check and correct any input errors in your order up until the point at which you place your order.
2. All orders placed by you, and purchases of goods by you from us, are subject to acceptance by us (as described in clause 1.2). We may choose not to accept your order or purchase for any reason and will not be liable to you or to anyone else in those circumstances.
3. Where we accept your order, we have a legal duty to supply goods that are in conformity with these Terms and Conditions.

### 3. PRICE & PAYMENT

1. The price payable for the goods you order or purchase is as set out on our website at the time you submit your order or, if you order from one of

our catalogues, as set out in the catalogue from which you order provided it is a current catalogue, plus any charges for delivery as advised to you. All prices will display whether VAT is included or not.

2. Occasionally, we advertise goods at a promotional price; you must quote the relevant promotion code, otherwise you may be charged the full price.
3. Occasionally, an error may occur and goods may be incorrectly priced in which case we will not be obliged to supply the goods at the incorrect price or at all. We will (at our discretion) either cancel your order and refund the price you have paid or use reasonable endeavours to contact you and ask you whether you wish to continue with the order at the correct price. If we are unable to contact you or you do not wish to continue with the order at the correct price, we will cancel your order and refund the price you have paid.
4. We must receive payment for the whole of the price of the goods you order and purchase, and any applicable charges for delivery, before your order can be processed unless we have agreed otherwise in advance in writing.
5. For website orders, payment can be made by most major credit or debit cards, by completing the relevant details on the checkout page.
6. By using a credit/debit card to pay for your order or purchase, you confirm that the card being used is yours or that you are authorised to use it.
7. All credit/debit card holders are subject to validation checks and authorisation by the card issuer. If the issuer of the card refuses to authorise payment we will not accept your order or purchase, we will not be obliged to inform you of the reason for the refusal, and we will not be liable for the item not being delivered or provided to you. We are not responsible for the card issuer or bank charging the holder of the card as a result of our processing of your credit/debit card payment in accordance with your order or purchase.
8. We recommend that you do not communicate your payment card details to anyone, including us, by email. Subject to clause 9.5, we cannot be responsible for any losses you may incur in transmitting information to us by internet link or by email. Any such loss shall be entirely your responsibility.
9. If you are a trade customer, you are responsible for all orders placed by your employees and for any purchases made on cards issued to you and we are not bound by any individual order limit you may impose on your employees.
10. If you are a trade customer, you may not withhold payment of any invoice or other amount due to us by reason of any right of set off or counterclaim, which you may have, or allege to have.
11. We shall be entitled at all times to set off any debt or claim which we may have against you against any sums due from us to you.
12. The format of our invoice and statements to you will solely be dictated by us and we will not enter into any variation of our format unless any proposed variations are requested in writing at least six months in advance and expressly agreed by us.

#### 4. DELIVERY & TITLE

1. Unless you choose to collect the goods from our distribution centre and except in exceptional circumstances (as contemplated in clause 12), we will deliver the goods in accordance with your order usually within the

stated delivery time but not more than 30 days after the day you place your order, unless otherwise agreed between you and us, subject always to clause 6 and 12. We reserve the right to deliver an order in instalments by separate delivery shipments. Further information about delivery of our goods can be found at [www.Northgate IPS.com](http://www.Northgate IPS.com)

2. Before placing your order, please refer to the delivery options set out on our website and in our catalogues to ensure that we can deliver to your address. A valid signature may be required on collection or delivery. In the unlikely event that you have not received all the goods within the stated delivery time, you must notify us immediately.
3. For reasons of health and safety and to avoid any property damage, items can only be delivered to the exterior of a ground floor location at the delivery address. You must therefore make your own arrangements at your own risk if the relevant item needs to be transported from the delivery location. We will not provide any unpacking, fitting or waste removal services upon delivery unless otherwise agreed by us in writing.
4. You must do all that you reasonably can to enable delivery to take place at the given time and place. If you delay delivery, or delivery fails because you have not taken appropriate steps, we will try to arrange for an alternative delivery date within 30 days of the failed delivery. If delivery fails as a result of circumstances within your reasonable control, the cost of any re-delivery shall be borne by you. If we are unable to arrange a date for re-delivery we may cancel your order and refund to you the price that you have paid for the goods, less the failed delivery costs.
5. Without prejudice to clause 4.4, upon delivery of the goods to you or collection of the goods by you, the goods shall be at your risk and responsibility. In spite of delivery or collection, ownership (also known as "title") in the goods shall not pass to you until you have paid the price for the goods in full and, where other sums payable to us from you are overdue, you have paid those sums too. Until title in the goods passes from us to you, you shall: (i) not be entitled to use the goods; (ii) safely hold the goods for us; (iii) return the goods to us immediately if we ask you to; and (iv) be liable to us for any loss, damage or destruction of the goods. In addition, until title in the goods passes from us to you, you shall store the goods at your own cost separately from all other goods in your possession and marked in such a way that they are clearly identified as our property. You grant us an irrevocable licence to enter, with or without vehicles, any of your premises for the purpose of inspecting or repossessing the goods.

## 5. AVAILABILITY

1. All goods are subject to availability. While we endeavour to hold sufficient stock to meet all orders and purchases, if we have insufficient stock to supply or deliver the goods ordered and paid for by you, we will attempt to contact you using the details you have provided to us to ask you how you wish to proceed. We may, at our discretion, process any part of the order which is available. Where goods are out of stock, we will place the goods on backorder and ship to you as soon as the goods arrive in our warehouse.

## 6. WARRANTIES & GUARANTEES

1. Some of our goods are sold with a warranty, guarantee or similar assurance (please see the relevant product description on our website for further details). Please see our returns policy for further details.

2. Any warranty, guarantee or similar assurance applies in addition to your legal rights if you are a consumer.

## 7. CANCELLATION, RETURNS & REFUNDS

### 1. Cancellation

1. You may cancel your order and return the items purchased to us by giving us notice of cancellation within 30 days of the date of delivery to you or your collection from our distribution centre (as applicable). In relation to goods delivered to you, you may need to take delivery of the goods before you can cancel your order if the goods are placed into our delivery process before we receive your notice of cancellation. Where your order comprises multiple delivery shipments, the 30 day cancellation period for the goods in your order runs from the date of the delivery of the last shipment to you.
2. You will lose your right to cancel after the expiry of the 30 day period referred to in clause 7.1 (this does not affect your rights if there is any problem with the goods).
3. To exercise your right to cancel, you may inform us of your decision to cancel by post, phone or email using the contact details set out below at clause 15. If you are cancelling because of any problem with the goods, please notify us of the problem at the time of cancellation.
4. On cancellation for whatever reason, where you have received the goods you must return the goods to us (together with the original packaging) without undue delay and in any event within 14 days after the day of the cancellation at your cost (subject to clause 8.11), unless we agree that you may dispose of them. For more information on the ways in which you can return the goods you have received, please see the Returns section of our website at [www.Northgate IPS.com](http://www.Northgate IPS.com). You can return certain goods by post from your local Post Office and larger goods by our carrier pick up service. We may charge a fee for the carrier pick up service; the amount of the fee will depend on the good(s) returned.
5. Following cancellation, we will refund you the price paid for the cancelled order (or part of the order cancelled). Where you cancel the entire order, we will also refund the standard delivery charges (or an amount equal to those charges if you elect to use a more expensive delivery method) paid. Where you cancel part of an order, we will not refund the delivery charges. We will pay the refund within 14 days after the day:
  1. you notified us to cancel your order, where you have not received the goods; or,
  2. we receive the goods you returned to us, where you are in receipt of the goods; or
  3. you provide us with a proof of return for the goods, where you have returned the goods but we have not yet received them.
6. We will refund you using the same means of payment as you used to pay for your order or purchase.
7. We reserve the right to make a deduction from the amount of the refund for loss in value of the goods returned where the goods

show signs of unreasonable use; for these purposes, unreasonable use includes handling the goods beyond what is necessary to establish the nature, characteristics and functioning of the goods. We may withhold any refund until we have received the goods or you have supplied proof of return for the goods.

8. Your right of cancellation does not apply to goods that are made to measure or items with personalisation (embroidery/logos), For further clarification on these items please contact customer support.

## **2. Faulty Goods**

1. Where the goods are being returned because they are faulty or incorrect, we will meet the cost of return delivery but we ask that you allow us to nominate the carrier. Your right to return goods in these circumstances is not limited to the 30 day period in clause 7.1.
2. Without prejudice to your right to cancel orders generally under this clause 7, if you have notified us of a problem with the goods within 30 days of delivery or collection, we may at our option either offer to make good any shortage or non-delivery; replace or repair any goods that are damaged or defective upon delivery or collection; or cancel the order (or part of the order affected) and refund to you the amount paid by you for the goods in question.
3. If an item develops a fault after 30 days following delivery or collection please contact customer support.

## **3. Legal Rights as a customer**

1. The provisions of this clause 8 do not affect your legal rights if you are a consumer.

## **8. LIABILITY**

1. If you purchase goods from us as a consumer (which means anyone who acts outside the course of their business, trade or profession), to the extent not prohibited by law, we accept no liability for any:
  1. loss which is not foreseeable (loss is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time you and we entered into our contract);
  2. loss which arises when we are not at fault or in breach of these Terms and Conditions; and
  3. business loss (which includes loss of profits, loss of business, contracts, goodwill, business opportunity and other similar losses, as well as business interruption).
2. If you are a trade customer, we shall have no liability to compensate you (whether in contract, tort (including negligence), breach of statutory duty or otherwise), other than any refund we make under these Terms and Conditions or otherwise at our discretion.
3. Without prejudice to clause 8.2, if you are a trade customer, we shall not be liable to you (whether in contract, tort (including negligence), breach of statutory duty or otherwise) for any: (i) loss of profits, business, contracts, goodwill, business opportunity and other similar losses, or any business interruption; or (ii) indirect or consequential loss, neither will we be liable to you for any other loss which is not a foreseeable consequence of us being in breach of these Terms and Conditions or our legal duties.

4. If you are a trade customer, you acknowledge and agree that these Terms and Conditions constitute the entire and only agreement between us.
5. Nothing in these Terms and Conditions is intended to affect your legal rights if you are a consumer, nor is it intended to exclude or limit our liability to you for fraud, fraudulent misrepresentation, for death or personal injury resulting from our negligence or for any other liability which cannot be limited or excluded as a matter of applicable law.
6. Goods are intended for use in the UK only and we cannot confirm that the goods comply with any laws, regulations or other standards applicable outside the UK. All goods are sold in accordance with the manufacturer's specifications and are subject to any qualifications, representations or instructions contained in the documentation associated with the goods.

## 9. TERMINATION

1. We may suspend further supply or delivery, stop any goods in transit or terminate our contract by notice in writing to you if you are in breach of an obligation hereunder or you become unable to pay your debts when they fall due or proceedings are or are reasonably likely to be commenced by or against you alleging bankruptcy or insolvency or an administrator, receiver or administrative receiver is appointed or is reasonably likely to be appointed over all or part of your undertaking and assets. Upon termination, any payments you owe to us (even if they are not yet due for payment) will be immediately due and payable and we shall be under no further obligation to supply goods to you.

## 10. EVENTS BEYOND OUR CONTROL

1. We shall have no liability to you for any failure or delay in supply or delivery or for any damage or defect to goods supplied or delivered hereunder or for any other liability, in each case that is caused by any event or circumstance beyond our reasonable control (including, without limitation, accidents, extreme weather conditions, fire, explosion, flood, storm, earthquake, natural disaster, failure of telecommunications networks, inability to use transport networks, mechanical failures, acts of God, terrorist attack, war, civil commotion, riots, strikes, lockouts and other industrial disputes, acts or restraints of Government, and imposition or restrictions of imports or exports).

## 11. GENERAL

1. If any provision of these Terms and Conditions (including any provision in which we exclude or limit our liability to you) is found to be invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected. Our contract shall be governed by and interpreted in accordance with English law.

## 12. CONTACT DETAILS

1. If you wish to cancel or discuss your order, or make a complaint with respect to your order, please contact us by post at Northgate IPS, The Granary Business Park, School Road, Neatishead, Norfolk, NR12 8BU.

# 3. YOUR USE OF THE WEBSITE

1. You must only use this Website for lawful purposes, and you must not use it in a way that infringes the rights of anyone else or that restricts or inhibits anyone else's enjoyment of the Website
2. You may use, download and display the contents of this Website on a computer screen and also print one copy of such content, but solely for your own personal use or internal business purposes. Other than for your own personal use or internal business purposes, you may not without our prior written consent:
  1. copy, reproduce, use or otherwise deal with any content on the Website;
  2. modify, distribute or re-post any content on the Website for any purpose;
  3. reproduce, crawl, frame, link to or deep-link into this Website on or from any other website or application/app or any other device connected to the Internet;  
use the content of the Website for any commercial exploitation whatsoever
3. You may not use the Website for any of the following purposes:
  1. disseminating any unlawful, libellous, threatening, abusive, bullying, vulgar, obscene, or otherwise objectionable
  2. transmitting material that encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any laws, regulations or codes of practice;
  3. gaining unauthorised access to our or other computer systems;
  4. interfering with any other person's use or enjoyment of the Website or the Internet;
  5. interfering or disrupting networks or web sites connected to the Website;
  6. making, transmitting or storing electronic copies of materials protected by copyright.

## 4. USE OF THIS WEBSITE FROM OUTSIDE THE EU

Except where otherwise specified on this Website, the materials on this Website are displayed solely for the purposes of promoting Northgate IPS's products and services available in the EU. Those who choose to access this Website from locations outside the EU are responsible for compliance with local laws if and to the extent local laws are applicable

## 5. OWNERSHIP OF RIGHTS

1. The content of the Website is protected by copyright, trademarks, database and other intellectual property rights. All rights, including copyright and other intellectual property rights, in and to this Website are owned by or licensed to Northgate IPS.
2. If you acquire any copyright or other intellectual property rights in the Website (whether by operation of law or otherwise), then you agree to assign (on a worldwide basis to the fullest extent permitted by law) those rights to Northgate IPS (including any rights you may have in user generated content that you submit through the Website). You will also unconditionally and irrevocably waive any and all moral rights you acquire in or to the Website.

## 6. PASSWORD/ACCOUNT SECURITY

You are responsible for maintaining the confidentiality of your password and account and any activities that occur under your account. We will not be liable for any loss or damage which may arise as a result of any failure by you to protect your password or account.

## 7. AVAILABILITY OF THE WEBSITE

1. We can make no promise that the services at the Website will be consistently fault free. If a fault occurs in the service please report it to our Customer Services team [hello@northgateips.com](mailto:hello@northgateips.com) and we will attempt to correct the fault as soon as we reasonably can.
2. Access to the Website may occasionally be restricted or limited to allow for repairs, upgrades or general maintenance. We will endeavour to restore access as soon as we can.

## 8. DAMAGE TO YOUR COMPUTER OR OTHER DEVICE

1. Northgate IPS uses reasonable efforts to ensure that this Website is free from viruses and other malicious or harmful content. However, we cannot guarantee that your use of this Website (including any content on it or any website accessible from it) will not cause damage to your computer or other device.
2. It is your responsibility to ensure that you have the right equipment and software (including antivirus software) to use the Website safely and to screen out anything that may damage or harm your computer or other device.
3. We shall not be liable to any person for any loss or damage they suffer as a result of viruses or other malicious or harmful content that they access from or via the Website.
4. We have placed links on this Website to other websites we think you may want to visit. We do not vet these websites and do not have any control over their contents. We do not accept any liability in respect of the use of these websites.

## 9. ACCURACY OF CONTENT

1. Northgate IPS disclaims all representations and warranties, express or implied, that content or information displayed in or on this Website is accurate, complete, up-to-date and/or does not infringe the rights of any third party (to the extent permitted by applicable law).
2. The views expressed in user generated content are the opinions of those users and do not necessarily represent the views, opinions, beliefs or values of Northgate IPS or any of its group companies.

## 10. ADVERTISING AND SPONSORSHIP

The Website may contain advertising and sponsorship. These advertisers and sponsors are responsible for ensuring that material submitted to us complies with relevant laws and codes. We will therefore not be responsible for any error or inaccuracy in advertising and sponsorship material.

## 11. OUR LIABILITY

1. The Website is provided by us for your use without any warranties or guarantees. You must bear the risks associated with the use of the Internet.
2. We shall not be responsible for any breach of these Website Terms caused by circumstances beyond our control.



3. We exclude all representations, warranties, conditions and terms (whether express or implied by statute, common law or otherwise) to the fullest extent permitted by law. We accept no liability for any losses or damages which are not reasonably foreseeable arising out of or in connection with these Website Terms or your use of the Website.
4. Except to the extent required by applicable law, we shall not be liable to any person for any loss or damage which may arise from the use of or reliance on any content or information displayed in or on this Website.
5. These Website Terms shall not limit or exclude any liability that we are not permitted to limit or exclude under applicable law (such as death or personal injury).

## 12. INDEMNITY

You will indemnify us against all losses, liabilities, costs and expenses reasonably suffered or incurred by us, all damages awarded against us under any judgment by a court of competent jurisdiction and any sums paid by us as a result of any settlement agreed by us arising out of or in connection with:

1. any claim by any third party that the use of the Website by you is defamatory, offensive, bullying or abusive, or of an obscene or pornographic nature, or is illegal or constitutes a breach of any applicable law, regulation or code of practice;
2. any claim by any third party that the use of the Website by you infringes that third party's copyright or other intellectual property rights of whatever nature; and
3. any fines or penalties imposed by any regulatory, advertising or trading body or authority in connection with the use of the Website by you.

## 13. ENTIRE AGREEMENT

These Website Terms (including our Privacy Policy, Cookies Policy and Terms & Conditions of sale) set out the entire agreement between you and us and supersede any and all prior terms, conditions, warranties and/or representations to the fullest extent permitted by law.

## 14. CHANGES TO THESE WEBSITE TERMS

We reserve the right to change and update these Website Terms from time to time. We recommend that you revisit this page regularly to keep informed of the current Website Terms. By continuing to access, browse and use this Website, you will be deemed to have agreed to any changes or updates to our Website Terms.

## 15. APPLICABLE LAW

These Terms & Conditions shall be governed by and construed in accordance with the laws of England and any disputes will be decided only by the English courts.

## 16. MISCELLANEOUS

1. If any provision of these Website Terms is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of

the remaining provisions of these Website Terms, which shall remain in full force and effect.

2. A person who is not a party to these Website Terms shall have no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of these Website Terms but this shall not affect any right or remedy of a third party which exists or is available apart from that Act.
3. The Website is owned and operated by Northgate IPS, The Granary Business Park, School Road, Neatishead, Norfolk, NR12 8BU, UK.