

Storeship Terms & Conditions

TERMS & CONDITIONS OF CONTRACT

Storeship Ltd

1 DEFINITIONS

1.1 “Buyer” means the individual or organisation that buys or agrees to buy the Services from the Supplier as outlined in this Contract;

1.2 “Contract” means the agreement between the Supplier and the Buyer for the provision of Services incorporating these Terms and Conditions;

1.3 “Services” means the services that the Buyer agrees to buy from the Supplier;

1.4 “Supplier” means Storeship Ltd operating from Chelsea House, Chelsea Street, Nottingham United Kingdom NG7 7HP;

1.5 “Terms and Conditions” means the terms and conditions for the provision of Services set out in this Contract and any special terms and conditions agreed in writing by the Supplier;

1.6 “Website” means www.storeship.co.uk inclusive of sub pages, directories and sub domains.

1.7 “Product” means the products manufactured by and / or sold by the Buyer, for which the buyer may require the Services of the Supplier to distribute and / or store.

1.8 “Commitment Form” means the proposal form sent out at the end of sales discussions, confirming the Services to be provided along with the price quoted for the performance of these tasks. This form may also be known as the ‘Contract’ or ‘Agreement’.

1.9 “Postal Account” includes any Royal Mail or private courier account of the Buyer or Supplier, used to process postage or delivery.

2 CONDITIONS

2.1 These Terms and Conditions shall apply to all contracts for the provision of Services by the Supplier to the exclusion of all other terms and conditions, including any terms or conditions which the buyer may purport to apply under any purchase order confirmation of order or similar.

2.2 Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Supplier.

2.3 Any complaints should be addressed to the Supplier’s address stated in clause 1.5.

2.4 Any special conditions applying to the provision of the Services are set out in the Schedule to this agreement.

2.5 Nothing in these Terms and Conditions shall be taken to confer any rights under the Contracts (Rights of Third Parties) Act 1999.

3 ORDERING

3.1 All orders for Services shall be deemed to be an offer by the Buyer to purchase Services pursuant to these Terms and Conditions and are subject to acceptance by the Supplier. The Supplier may choose not to accept an order for any reason.

4 PRICE AND PAYMENT

4.1 The price of the Services shall be that stipulated on the Quote Form or via email communication, and is customised to the Buyer's needs. The price is exclusive of VAT which shall be done at the rate ruling on the date of the sellers invoice.

4.2 Payment by the buyer of the price plus VAT if applicable must be made to ensure the buyers account is always in credit to ensure a continued service. Payment must be made without deduction or set-off. The Supplier reserves the right to hold a deposit on account for any client for future payments.

4.3 Where applicable, if any payment is not paid on time or any payment is rejected or refused, the amount owing will be treated as overdue and the Supplier will be entitled immediately to cease or suspend the provision of the relevant Service until payment has been received.

4.4 Where applicable, the Supplier reserves the right to charge interest daily on overdue invoices from the date when payment becomes due until the date of payment at a rate of 8% per annum.

4.5 The Supplier reserves the right to refer unpaid and overdue invoices to an accredited debt collector of the Supplier's choosing.

4.6 Refunds are available solely at the discretion of the Supplier.

5 PERFORMANCE

5.1 The Supplier shall begin to perform the Services within 1 business day of receiving the order, unless requested otherwise by the Buyer.

5.2 The Supplier shall perform the Services with reasonable skill and care. However, where applicable, the Supplier does not guarantee that the Services will be uninterrupted, secure or error-free or that any data generated, stored, transmitted or used via or in connection with the Services will be complete, accurate, secure, up to date, received or delivered correctly or at all. The Supplier may have to suspend the Services for repair, maintenance or improvement. If so, the Supplier will restore them as quickly as is reasonably possible.

5.3 The Supplier may suspend some or all of the Services immediately on written notice if the Buyer breaches any term of this agreement, and any payment due remains payable and, if already paid, will be non-refundable.

5.4 The Buyer may not use the Supplier's service to arrange, or in relation to, any illegal or immoral activity.

5.5 Where the Supplier is required to administer the Buyer's postal account, the Buyer will need to provide all relevant access, including passwords and login details, for the administration of that account.

5.6 If the postage is administered via the Supplier's own postal account, the Buyer agrees to pay the postage in advance. Postage is always subject to VAT.

5.7 If the Supplier is required to directly download orders from the Buyer's web-site, the Buyer will need to provide access including relevant passwords and login information. The Supplier will not be held responsible for difficulties or failure in accessing the Buyer's website or any damage, changes or data loss to the Buyer's website.

5.8 The Buyer agrees to email the Supplier details of any items required to be dispatched on a day to day basis. Such details will be provided in a mutually agreed format that is suitable for the creation of picking lists, dispatch notes or address labels.

5.9 The Buyer will notify the Supplier of delivery of product and ensure new deliveries, together with existing stocked product, are sufficient to enable the Supplier to fulfil any orders.

5.10 The Supplier will at their discretion pick, pack, label and dispatch as many orders as possible any orders received before 14.00hrs the same day. Unless by special arrangement, agreed in writing, any orders received after

14.00hrs will be processed from the following working day. Working days are Monday to Friday

between the hours of 09.00hrs and 17.00hrs and exclude week-ends and public holidays.

5.11 The Buyer undertakes to insure all goods and products during transit to the Supplier and during storage on the Supplier's premises, the supplier does not accept any liability for damage to or loss of goods or products either while in storage at its premises or during delivery to the recipient.

6 RIGHTS OF SUPPLIER

6.1 The Supplier reserves the right to periodically review prices.

6.2 The Supplier reserves the right to withdraw the Services at any time.

6.3 The Supplier shall not be liable to anyone for withdrawing the Services or for refusing to process an order.

6.4 The Supplier may assign their rights to a third party after giving 30 days notice to the Buyer via their account.

8 TERMINATION

8.1 Automatic; this Contract shall terminate automatically if either party suffers the equivalent of any of the following events:
entering into liquidation whether compulsory or voluntary (save for the purpose of reconstruction or amalgamation)

- suffering an appointment of a Receiver or an Administrative Receiver

- changing its status from limited to unlimited or vice versa
- making any composition or entering into any arrangement with its creditors
- permitting any execution to be levied on its premises
- if an order is made for the appointment of an administrator to manage the affairs, business and property of the other party or documents are filed with a court of competent jurisdiction for the appointment of an administrator or the other party or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder (as defined in Para 14 Schedule B1 Insolvency Act 1986)

8.2 Notice; this Contract shall terminate upon the expiry date of not less than thirty days' written notice by the Supplier to the Buyer of any breach which is not remedied within the same period and any payment due remains payable and if paid will be non refundable.

8.3 Either party may terminate the Contract (as regards some or all of the Services) at any time for any reason by giving notice to the other one full months' notice and any payment due remains payable. Should the account be terminated by the Buyer, account information will be required for account security purposes. After the end of the paid-for period, the Buyer will have no further access to the account and all data relating to the Buyer may be deleted within one month.

8.4 Consequences; termination of the Contract shall not prejudice any rights of either party, which have arisen on or before the date of termination and the Buyer shall at the Buyer's own cost remove any Product held by the Supplier, save that if the Supplier shall be owed monies, the Supplier may sell such Product and use the sale proceeds to pay the Supplier's outstanding charges. Alternatively the Supplier may dispose of the Product by giving it away to charity or disposing of / destroying it at the cost of the Buyer.

8.5 Upon termination there will be a minimum 30 day cooling off period before any funds are released back to the Buyer, this is to cover any outstanding invoices, duties, tax or other costs.

9 LIMITATION OF LIABILITY

9.1 In the event of any breach of these Terms and Conditions by the Supplier the remedies of the Buyer shall be limited to damages which shall in no circumstances exceed the value of the Product involved and the Supplier shall under no circumstances be liable for any indirect, incidental or consequential loss or damage whatever to reputation or profit or other consequential loss alleged to have arisen by reason of such a breach.

9.2 Nothing in these Terms and Conditions shall exclude or limit the liability of the Supplier for death or personal injury resulting from the negligence of the Supplier or that of the Supplier's agents or employees.

9.3 To the extent permitted by law, the Supplier shall not be liable to the Buyer save as expressly provided for in this Contract and shall have no other obligations, duties or liabilities whatsoever, tort or otherwise, to the Buyer.

9.3a The Supplier will not be responsible for any damages the Buyer's business may suffer.

9.3b The Supplier makes no warranties of any kind, expressed or implied for the Services provided.

9.3c The Supplier disclaims any warranty or merchantability or fitness for a particular purpose.

9.3d The Supplier is not responsible for any loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by the Supplier and its employees. The Supplier cannot guarantee that the Services will be uninterrupted or errorfree, or meet the Buyer's requirements.

10 WAIVER

10.1 No waiver by the Supplier (whether express or implied) in enforcing any of its rights under this Contract shall prejudice its rights to do so in the future.

10.2 No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of this Contract shall either be deemed to be a waiver of, or in any way prejudice any right of that party under this Contract.

10.2 Assignment; the Buyer shall not assign this Contract. The Supplier may do so.

11 FORCE MAJEURE

The Supplier shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock-outs, accidents, war, rebellion, the requisitioning or other act or order by any government department or council or constituted body, natural disaster, fire, flood or failure of any communications, telecommunications or computer system, and the Supplier shall be entitled to a reasonable extension of its obligations. Neither party will be under any liability to the other in any way whatsoever for failure of the internet or the Buyer's equipment on the Supplier's premises.

12 SEVERANCE

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid illegal or unenforceable provision eliminated.

13 CHANGES TO TERMS AND CONDITIONS

13.1 The Supplier shall be entitled to alter these Terms and Conditions at any time but this right shall not affect the existing Terms and Conditions accepted by the Buyer upon making a purchase.

13.2 Any renewal of the Services will be subject to the Supplier's then current Terms and Conditions.

13.3 Notification of changes to these Terms and Conditions will be made within the Buyer's account.

13.4 The Supplier shall be entitled to review the price of the Services provided at any time with notice.

13.5 Review of Prices; on agreement with the Buyer, the Supplier reserves the right to adjust pricing at any time. The Buyer may terminate this Contract within one month of receiving such notice. The Supplier may not seek to increase the prices of the Service before one month has passed from the start date of the Contract nor thereafter, more than once every two months. This shall not apply to third party charges to the Supplier where the increased cost may be passed on to the Buyer immediately.

13.6 All Notices under this Contract shall be in writing and shall be deemed given when personally delivered, when sent by e-mail or three days after being sent by pre-paid First Class Post to the address of the party to be notified as set forth herein or such other address as last provided to the other by written notice given in accordance with this provision.

14 GOVERNING LAW AND JURISDICTION

These Terms and Conditions shall be governed by and construed in accordance with the Laws of England and the parties hereby submit to the exclusive jurisdiction of the English Courts.

SCHEDULE

Special Conditions:

1. The Supplier acts as an agent when arranging postal & courier services for the Buyer.
2. The Supplier operates a vetting procedure for all services arranged for the Buyer –however the Supplier cannot guarantee the quality of the Services arranged as an agent. The Buyer may need to agree to the terms and conditions of the external supplier in order for the Services to be arranged.
3. The Buyer acknowledges that in order to arrange Services for the Buyer, it may be necessary for the Supplier to provide a third party with the Buyer's details.
4. The Supplier may contact the Buyer by phone, text, email and post – the Buyer can request that contact via a specific means ceases by contacting the Supplier to request this on 08450 94 84 14.
5. Telephone messages for the Buyer taken by the Supplier are treated as confidential, however if the Supplier is made the subject of a court order to release information about the Buyer, telephone messages may also be provided without notice to the Buyer.
6. The Supplier's business hours are 8:00am to 17.00pm, Monday to Friday except bank holidays.
7. The Buyer may not be able to cancel a task once assistance has been requested from the Supplier as work will commence immediately.
8. Telephone calls to the Supplier may be recorded for quality control and training purposes.

9. The Buyer will notify the Supplier immediately if the security of their account has been compromised or if an authorised person leaves their employment.
10. The Buyer hereby warrants to the Supplier that both parties may lawfully distribute the Product, that no copyright or other intellectual property rights are infringed by the Product and that the Product and any literature distributed with the Product does not defame any person. If the Buyer is in breach of the warranty the Buyer hereby agrees to indemnify the Supplier against all actions, claims, demands, proceedings, legal costs (on an indemnity basis) and other costs incurred by the Supplier as a result of such a breach.
11. The Buyer may not at any time (either during or after contracting with the Supplier) solicit or induce any employee of the Supplier to cease working for the Supplier, regardless of whether or not any such person would thereby commit a breach of Contract. Should the Buyer breach this term, one year's salary of the employee(s) in question will become payable to the Supplier by the Buyer as a recruitment fee.
12. Any Buyer who has not shipped 10% of their stock within a 6 month period will incur a 100% increase in their storage costs after 6 months, this is to ensure that our warehouse is used for fulfilment and not utilised for long term storage of goods or packaging.
13. The Buyer if based outside the EEA (European Economic Area). Is required to register their business interests with HMRC and register for UK VAT.
14. The Buyer is required by law to use honest and accurate personal information when registering, The Supplier has the right to check such credentials.

REFUND POLICY

Refunds will be given at the sole discretion of the Supplier.

PRIVACY STATEMENT

1 The Supplier, Storeship Ltd, is committed to protecting your privacy and maintaining the security of any personal information received from you. We strictly adhere to the requirements of the data protection legislation in the UK.

The purpose of this statement is to explain to you what personal information we collect and how we may use it.

2 When you order, we need to know your name, company name, address, telephone number and email address. This allows us to process and fulfil your order. You have the option to withhold personal information that is not required for the order process.

3 We use your personal information for payment and billing purposes, to update you about new products and services, to improve our services and to conduct research.

4 We do not sell, rent or exchange your personal information with any third party for commercial reasons, beyond the essential requirement for credit/debit card validation during purchase.

5 We follow strict security procedures in the storage and disclosure of information which you have given us, to prevent unauthorised access in accordance with the UK data protection legislation.

We do not collect sensitive information about you except when you specifically knowingly provide it. In order to maintain the accuracy of our database, you can check, update or remove your personal details by making a written subject access request to the address in clause 1.5

We may use a technology called “cookies” as part of a normal business procedure to track patterns of behaviour of visitors to our site. A cookie is an element of data that our Website sends to your browser which is then stored on your system. You can set your browser to prevent this happening. Any information collected in this way can be used to identify you unless you change your browser settings.

6 In order to process credit/debit card transactions, the bank or card processing agency may require to verify your personal details for authorisation outside the EEA (European Economic Area). Your information will not be transferred outside the EEA for any other purpose.

ENTIRE AGREEMENT

The terms and conditions set out above form the entire Contract between the parties and shall not be varied unless otherwise agreed by both parties in writing.

Supplier Name: Mr Paul Webb Supplier

Company: Storeship Ltd Supplier

Signature:

Date: 20/01/2021

