

terms & conditions of sale

1 Conditions Applicable

These Conditions shall apply to and govern all contracts for the sale of goods entered into by the Company. All conditions of the Customer or other terms and conditions whether communicated before or after these Conditions are excluded unless expressly accepted by the Company in writing, and these Conditions shall be deemed to be incorporated in any quotation received from the Company, and the Customer's own conditions shall not be regarded as a counter offer.

2 Representations

Except as expressly stated in writing, the Company makes no representation as to the fitness of purpose or suitability of any goods sold for any purposes whatsoever. The Customer acknowledges that neither the Company nor its employees have any professional or medical qualifications to advise as to fitness for purpose or suitability. The Customer acknowledges that no representations have been made by the Company other than those incorporated in the Company's catalogue, quotation and these Conditions and that goods have been selected and ordered by the Customer using his own skill and judgement.

3 Quotations

3.1 A quotation by the Company shall not constitute an offer and there shall be no binding contract until the Company has accepted the order by fulfilling the order. A quotation shall be valid only for the period stated, and if no period is stated, for 30 days from the date of the quotation.

3.2 The Company reserves the right to alter any specification or any goods and to withdraw the availability of any goods without notification.

3.3 Unless otherwise specifically stated, all prices quoted by the Company are exclusive of Value Added Tax, which shall be due at the rate in force on the date of the Company's invoice to the Customer. Additional carriage charges will be levied on certain bulky items delivered in Scotland and Offshore Islands.

4 Overseas Orders

4.1 We welcome orders from anywhere in the world. Please remember carriage will vary on destination, weight and method of shipment. Please contact Customer Services for information.

4.2 When ordering goods for delivery outside the United Kingdom you may be subject to import duties and taxes which are levied once the goods reach the specified destination. Any additional charges for Customs Clearance must be paid by you. Just Care Group Ltd has no control over these charges and cannot predict what they may be. It is the purchasers' responsibility to comply with laws and regulations in the country of destination.

5 Delivery

The Seller's policy is to despatch goods within 24 hours of receiving an order, however this can vary subject to stock availability. Times quoted are in good faith, but shall not be binding. The Seller can accept no responsibility for transport delays causing late delivery. Some furniture orders may take 6 to 8 weeks for delivery, or up to 12 weeks for special order items. Extra handling charge may be incurred for re-despatched parcels.

6 Cancellation and Variation

No cancellation, suspension or variation by the Customer of any order submitted to the Company shall be valid unless agreed by the Company in writing. The Company reserves the right to levy a cancellation or amendment charge as a condition of their agreement.

7 The Price and Payment

7.1 All prices shown in this catalogue exclude VAT
7.2 The price to be paid by the Customer shall be the sum(s) shown by the Company's invoice(s). This shall be based on the sum quoted to the Customer, but in any event the Company reserves the right to amend the price of goods at any time without notice.

7.3 For account customers, payment of the price and VAT shall be due within 30 days of the date of

the Company's invoice unless a different time for payment is specifically agreed between the parties in writing. Time for payment shall be of the essence and payment must be made without set-off or credit.

7.4 Customers without credit accounts are required to tender full payment with their order for goods. Payments are accepted by cheque, Visa or Mastercard or debit card.

7.5 Please ask for carriage charges on the following items; portable, hydraulic and electric couches, large chairs, reception desks and other large and heavy furniture items.

7.6 If the Customer is in default in paying any sum as and when it becomes due, the Company shall have the right to suspend all further deliveries until the default is made good and/or to cancel the contract so far as any goods remain to be delivered thereunder.

7.7 In the event that the Customer fails to pay any monies by the due date, all monies payable by the Customer shall become immediately due and payable. The Company shall be entitled to charge interest on outstanding monies both before and after Judgment from the due date to the date of actual payment at the rate of 4% per annum over the base rate of Barclays Bank. Where the circumstances of the parties are such that the Late Payment of Commercial Debts Act 1998 is applicable, the Company may choose to charge interest at the maximum rate permissible under that Act. The customer shall also indemnify the Company against expenditure on all costs of recovery including without limitation legal fees, costs and disbursements reasonably incurred. Any banking charges incurred by the Company in respect of dishonoured cheques will be payable by the Customer.

8 Title and Risk

8.1 The risk in goods sold to the Customer shall pass to the Customer upon tender for delivery.

8.2 Title in the goods or any part thereof shall only pass to the Customer when payment in full for all goods whatsoever supplied by the Company has been made.

9 Restriction of Liability

9.1 All goods must be checked by the Customer at the time of delivery as signature of a consignment note without endorsement may constitute acceptance.

9.2 In the event that the customer is not satisfied with the goods, but the goods are not defective within the meaning of the Sale of Goods Act 1979 (as amended), the Company reserves the right to refuse the return of the goods in their absolute discretion.

9.3 If goods are accepted for return, acceptance is subject to the customer accepting and pursuing the following procedure and conditions:

(a) The customer must telephone the Company's Customer Service Team on 020 7647 9825 to advise the reason for their dissatisfaction;

(b) No later than 7 days from the date of delivery, the intention to seek a return of the goods must be confirmed in writing to the Company;

(c) The Company will provide a Returns Note which must be used to accompany the goods;

(d) Goods must be returned in their original condition and packaging and must be accompanied by a copy of the original invoice.

(e) The Company reserves the right to raise a reasonable restocking or recycling charge.

(f) Under no circumstances will goods be accepted for return if they are damaged, subject to improper handling or abuse, have been partly opened or used or the seals and labels have been removed or tampered with.

(g) The Company accepts no responsibility for goods lost or damaged during returned transit.

9.4 In the event that an item is defective within the meaning of the Sale of Goods Act 1979 (as amended) the Company reserves the right to replace or repair the goods as an alternative to refunding the cost, at its absolute discretion.

9.5 The Company shall not in any event be liable for

indirect or consequential loss or damage, being loss or damage which does not directly and naturally flow from the supply of goods or materials, including without limitation loss of profits, of use, overhead costs, collateral damage or of contracts arising out of the supply or failure of supply of goods or services by the Company (other than liability for death or personal injury resulting from the negligence of the Company) and whether arising from breach of contract, negligence or for any other liability howsoever arising, whether by statute or otherwise.

9.6 In all other cases (being cases of direct and natural losses or damage) it is specifically provided and agreed that the compensation and damages payable under any claim or claims arising out of the contract between the parties under whatsoever pretext shall not under any circumstances amount in aggregate to more than the contract price of the goods forming the subject of the claim or claims.

9.7 No liability for such direct losses or damage shall attach to the Company unless details of such losses are notified to the Company in writing within 3 days of the date of delivery of the goods, or the date of the event giving rise to such loss if it is not apparent upon the date of delivery. In cases of alleged non-delivery, it is a condition of acceptance of any claim that claims are notified to the Company within 30 days of the anticipated delivery date so that appropriate action can be pursued by the Company.

9.8 For the avoidance of doubt, nothing in this agreement shall confer on any third party any benefit or the right to enforce any term of this agreement.

10 General

Goods are sold on the understanding that they will be used for their intended purpose. No responsibility will be accepted by the seller, for trained or untrained personnel without qualified supervision using or mis-using equipment supplied by the seller. All offers in this catalogue are subject to stock availability. The seller reserves the right to restrict or refuse any orders for application of credit at any time. The seller takes special care to show correct sizes and specifications and such descriptions, whilst given as a guide in good faith are subject to alteration by the seller without notice. All colours are as near as the printing process will allow.

11 Force Majeure

If the Company is hindered or prevented from fulfilling any contractual obligation due to any cause beyond their reasonable control or by their inability to produce any goods, the Company may at its absolute discretion delay the performance of or cancel the whole or any part of the contract without incurring any liability whatsoever.

12 Guarantee

All items are guaranteed according to manufacturer's warranty. All glass items are specifically excluded from this guarantee.

13 Jurisdiction

These Terms and Conditions and all contracts entered into under them are governed by and are to be construed in accordance with the laws of England and Wales. You agree to submit to the jurisdiction of the Courts of England and Wales in relation to any contract entered into under these Terms and Conditions.

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