

terms & conditions of sale

Definitions

In these terms and conditions 'the Seller' means Just Care Group Limited and 'the Buyer' means the purchaser of goods from the Seller under these terms and conditions.

Prices

All prices are in pound sterling and exclusive of VAT which will be charged at the current applicable rate. The prices are correct at the time of printing, but the Seller reserves the right to change them without prior notice to amend errors, omissions or any manufacturer's price changes.

Payment

Payment is due to the Seller in full prior to despatch of goods unless a credit arrangement has been agreed beforehand. Where a credit agreement exists payment is due in full within 30 days of the date of invoice. A surcharge of 4% of the gross outstanding balance will be levied on a daily basis on any overdue accounts after 40 days beyond the due date. Further orders will not be despatched whilst the balance is outstanding.

Delivery

Free delivery on all orders over £75.00 excluding VAT to UK mainland except for:

- a.) some large and heavy furniture and equipment;
- b.) any delivery to The Channel Islands, Scottish Highlands and Islands, or Northern Ireland;
- c.) any delivery made on Saturdays or at a specifically allocated time upon request.

The exceptions to free delivery above will be quoted at the time of order.

Standard delivery for large or heavy items will be ground floor only. Please state any special delivery requirements at time of ordering for us to give you a quotation.

For orders less than £75.00 excluding VAT there will be a standard delivery charge of £5.00 plus VAT.

The Buyer shall ensure presence at the delivery address to sign for the delivery. The Buyer shall always check the number of parcels received upon delivery and sign the Consignment as 'Unchecked' so as to confirm that the items have not been inspected in respect of any damages and /or missing items. If the parcel appears damaged, the Buyer shall sign the Consignment as 'Damaged' and inform the Seller within 24 hours of receipt of goods.

Shortages, Damages and Claims

All claims for shortages or damages must be reported to the Seller within 24 hours of receipt of goods. The Seller will not entertain claims for consequential loss of business for any reason.

Returned Goods

If goods have been ordered in error or are not as expected, authorisation for returns must be requested from the Seller. No goods will be accepted back without a pre-authorisation number. Any special orders cannot be returned. Goods must be returned within 7 days of receipt, unused and in their original packaging. The Seller accepts no responsibility for lost parcels without a receipt of despatch.

Refunds on large, heavy items will be subject to a minimum 10% handling and inspection charge.

Cancellations and Variations

Prior to despatch, non-standard items such as furniture or large equipment, cannot be cancelled. Any variations can only be accepted if the goods have not been manufactured or despatched. Any variations must be notified in writing.

Overseas Orders

The Seller welcomes overseas orders. The Buyer shall pay for cost of carriage which will vary depending on destination and weight of parcel. When ordering goods for delivery outside the United Kingdom the Buyer may be subject to import duties, taxes and clearance charges, which will be the responsibility of the Buyer. The Seller shall only accept payment for any overseas orders by bankers' drafts or CHAPS transfers to be made at the time of order.

Warranty

All items are guaranteed according to manufacturer's warranty. If an item is to be inspected a returns number will be issued and must be visible on the outer packaging of the returned item together with any decontamination details. Faulty goods returned may take up to 28 days to be tested and repaired or replaced.

No liability will be accepted in relation to consequential damage, injury or loss of revenue arising from defective items, whether such a claim arises in contract or otherwise.

Reservation of Title

The legal title of goods will remain with the Seller until all dues and payments for goods have been satisfactorily received and cleared, at which point title will transfer to the Buyer.

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 misusing equipment supplied by the Seller.

All goods 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.

Force Majeure

Deliveries against the contract may be suspended or cancelled pending any contingencies beyond our control and the Seller shall not be liable for any loss or damage occasioned to the Buyer thereby.

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.

Seller's Details

Just Care Group Limited
Wimpole House, 1 Bashley Road, London NW10 6TE
Company Registration: 06389382
VAT Registration: GB 923 2032 67