

Terms & Conditions

We make all offers and accept all orders only upon and subject to the following terms and conditions which shall part of any Contract concluded between us to the exclusion of any other terms and conditions except as specified on the face of our quotation or as otherwise agreed in writing by our authorized signatory.

1. GENERAL

- (a) All offers remain open for acceptance within 30 days after the date of our quotation and subject to availability of the goods at the date of issue of our acceptance of order or confirmation of Contract.
- (b) Acceptance must be by way of unqualified acceptance of our written quotation and its contents, terms and conditions. Descriptions, illustrations, specifications, drawings and particulars of weights and dimensions contained in our catalogues, advertisements and other literature are approximate only and form no part of the contract.
- (c) All extras and accessories ordered but not specified in our quotation will be charged separately as will the costs of all test adjustments, alterations, additions and other Work undertaken at the Buyers request.
- (d) Unless expressly accepted by our authorised signatory in writing, any qualification or amendment of these conditions (whether in the Buyer's order or acceptance of our offer or otherwise) shall be invalid
- (e) No binding contract will be created by the Buyer's acceptance at our offer until our written conformation of the Contract has been dispatched to the Buyer.
- (f) Acceptance of delivery of the goods shall be deemed conclusive evidence of the Buyers acceptance of these conditions.

2. CONSEQUENTIAL LOSS OR DAMAGE.

- (a) Save as expressly provided in these Conditions we shall be under no liability whatsoever in respect of any loss, damage, injury or expense whatsoever arising from any defect in the goods and in particular (but without prejudice to the generality of the foregoing) we shall not be liable for any consequential damage or expense or any loss of profit or any liability to third parties incurred by the Buyer in consequence of such defects.
- (b) Nothing in these conditions shall apply to exclude or restrict any liability which cannot be excluded or restricted by virtue of the Unfair Contract Terms Act
- (b) The Buyer will indemnify us in respect of any liability, loss, claim or proceeding whatsoever arising whether under Statute or at Common law in respect of any damage to property or the death of or injury to any person caused by or by the use of any Goods sold by us to the Buyer unless In the cases of death or personal injury only, such death or injury shall be proved to have been caused by our negligence or that of our employees.

3. CHANGES IN SPECIFICATION

We reserve the right to make changes at any time and without notice in the materials, dimensions and design of our products and such changes shall not affect the validity of any Contract between us and the Buyer provided that such variations and modifications do not adversely effect in any material way, the performance of the said products or the quality of workmanship or of materials used.

4. WARRANTIES

All implied warranties are hereby excluded to the fullest extent permitted by law and only such warranties as are expressed given by us shall apply to this contract.

5. PRICES

- (a) Unless otherwise stated all prices quoted are for goods ex our Works. Packing and carriage costs will be charged extra for the Buyers account.
- (b) At prices quoted are subject to alterations without notice to take account of fluctuations in the cost of labour and materials and of alterations in rates of exchange and import duty which may occur in the course of manufacturing the goods.
- (c) We shall be entitled to adjust the price to take account of any delay on the part of the Buyer in supplying information required to complete his order or of any alteration made by the Buyer to specifications or other information supplied the Buyer.

6. PAYMENT AND TITLE TO THE GOODS

- (a) It is a condition of this Contract that payment is made on one of the following bases: -
 - 1. UK Orders - net cash with order.
 - 2. Overseas Orders - confirmed irrevocable letter of Credit established in London prior to manufacture of the goods.
 - 3. In certain cases, in full within 30 days of invoice date. Such accounts will only be opened after credit investigations at our sole discretion have been satisfactorily completed
 - 4. As set out in quotation.
- (b) Until full payment has been received by us, as specified in our quotation, we shall retain the ownership of the goods and the Buyer shall:
 - (1) Hold them as bailee only and shall not sell, part with or modify them in any way nor incorporate them into any other machine or device in such a way as to destroy or obscure their identity, and
 - (2) Insure them for their full contract value against 'All Risks' with an underwriter or insurance company approved by us, our interest is to be noted on the Policy and a Certificate to this effect is to be produced to us on request.
 - (3) Store them separately from all other goods and in such a way and place that they may at all times be clearly identified as our property.
- (c) (1) In the event of a failure by the Buyer to pay for the goods and/or the commission of an act of bankruptcy and/or the commencement of any proceedings to wind-up the Buyer where the Buyer is a Limited Company, then we reserve the right to enter the Buyer's premises, or any other place where the goods might be, without notice, in order to re-possess the goods.
- (2) Any such goods or part of goods so re-possessed may be re-sold without notice to the Buyer and without prejudice to our rights to claim damages against the Buyer.
- (d) We reserve the right at any time to charge interest on late payments with effect from the due date and on a day-to-day basis at a compound annual rate of 4% above Bank base lending rate from time to time.
- (e) In the event that the Buyer fails to make payment for the goods or fails to take delivery of any of the goods supplied by us, then all sums outstanding in respect of any goods supplied by us shall become due and payable immediately and we may in our absolute discretion and without prejudice to any other rights we may have.
 - (1) Suspend all future deliveries of the goods to the Buyer under the contract in question or under any other contract end/or terminate any such contract(s) without liability upon our part and/or
 - (2) Require payment of interest on all amounts due at a compound annual rate of 4% above Bank base lending rate for the time being prevailing from the date when payment for the goods in question become due to the date of the actual payment.

7. DELIVERY AND RISK IN THE GOODS

- (a) We will use our best endeavours to comply with our quoted delivery dates but we will not be liable for any loss, damage, injury or expense, either direct or including, but not limited to, loss of profit or liability to third parties, which may be suffered by the Buyer by reason of late delivery of the goods from whatsoever cause such late delivery may arise
- (b) Although given in good faith the time for delivery mentioned in our quotation is intended as an estimate only and is not therefore to be treated as of the essence of the contract.
- (c) The Buyer shall have no right to reject goods by reason of their being delivered other than at the quoted time.
- (d) Delivery in the UK shall be as follows.
 - (1) Goods sold 'Ex Works' will be dispatched in accordance with the Buyer's instructions and the risk in such goods will pass to the Buyer from the time of loading at our Works,
 - (2) Goods sold 'Delivered' will be dispatched by whatever means of transport we choose unless a specified method of transport has previously been agreed in writing. The risk in the goods will pass to the Buyer when they reach the destination named by the Buyer and before unloading.
- We will insure the goods for their full contract value against the risk of loss or damage in transit and the premium will be charged to the customer's account
- (e) Delivery overseas shall be by the appropriate method stated in our quotation, strictly interpreted in accordance with the definitions contained in INCOTERMS 1980, except that FOB shall mean FOB Liner Terms.
- (f) We shall not be liable for failure to deliver goods or to complete work or failure to do so promptly if such failure arises due to force majeure or by reason of any delays occasioned by strikes, riots, lockouts or other labour trouble, war, fire, accident, mechanical failure, non-availability to us of supplies of stock, parts, or materials, delays in delivery to us of the goods or materials therefore by suppliers or other persons. Government action, legislation or regulation of any kind, Act of God, or any circumstances whatsoever outside our reasonable control and such delay or failure to deliver or complete work on goods shall not affect the Buyer's obligation to pay for goods already delivered and work already completed.

8. CANCELLATION

The Buyer shall not be entitled to cancel the contract or any part thereof nor to require delay in its performance without our written consent which will only be given on terms which will indemnify us against all loss.

9. PACKING

Where goods are sold packed the extent of packing and/or protection necessary will be at our discretion. Any special packing stipulated by the Buyer will be charged to the Buyer's account. Any goods sent unpacked at the Buyer's request will be at the risk of the Buyer. All packing materials are non-returnable.

10. STORAGE

If within fourteen days after we despatch our notification to the Buyer that goods sold Ex Works. FOB or FAS are ready the Buyer does not make arrangements for the collection or storage of goods we shall be entitled to submit our sales invoice for payment and arrange storage either at our Works or elsewhere on the Buyer's behalf and at charges for storage and/or insurance shall be for the account of the Buyer.

11. LOSS OR DAMAGE IN TRANSIT

- (a) We accept no liability for loss or damage in transit except in the case of goods sold 'DELIVERED' and in such case our responsibility will be limited to replacing or repairing the missing or damaged goods, or at our option, refunding the purchase price.
- In any event no claim will be considered unless both the carriers and ourselves are notified in writing.
- (b) In the case of damaged goods notification must be received in writing within three days of receipt other than on any proof of delivery note: and in the case of non-delivery within 14 days after the date of despatch as notified by us

12. TRADEMARKS

The Buyer may not at any time erase, alter or deface our name or any of our trade marks or attach any other trade mark to the goods or juxtapose our trade marks with any other mark likely to cause confusion, unless in receipt of our express permission in writing.

13. COPYRIGHTS

The copyright in our designs, data sheets, packaging and literature shall remain our property and no rights or licence (except as to the use for which our goods are supplied) shall be granted here by whether express or implied.

14. IMPORT LICENCE

Where applicable the Buyer will be responsible for obtaining an import licence and for ensuring compliance with all regulations governing the admission of goods into the country of delivery.

15. EXPORT LICENCES

If equipment is to be exported particularly to Eastern Bloc countries an Export Licence may be required. It is the responsibility of the exporting agent to obtain the necessary clearance for exporting the equipment in the event of an order being placed with us, accompanied by a deposit, no refunds can be made in the event of export licence being refused.

16. HEALTH & SAFETY

The Buyer shall be responsible for ensuring that all Statutory, Government or Local Authority regulations are complied with in relation to the operation of any goods purchased from us. Should any local regulations require amendments to the specification included in the supply contract, then the cost of any such amendment shall be charged to the account of the Buyer in addition to the original contract price. The Buyer shall ensure that all instructions, handbooks, notices and warnings issued by us are properly understood and complied with at all times by all persons using the goods or working within close proximity to them, the Buyer being responsible for the translation of the English narrative supplied by us.

17. GOVERNING LAW

These conditions and any Contracts between us and the Buyer shall be governed in all respects by the laws of England except that the Uniform Law on the International Sale of Goods shall not apply either in whole or part. The Buyer shall submit to the jurisdiction of the English Courts.

18. NOTICES

Where a notice is required to be served on us by the Buyer or on the Buyer by us such notices must be served in writing. Any notice to us shall be sent to Inflatable World Leisure Ltd, 18-24 Moorbridge Road, Bingham Ind. Est. Bingham, Nottingham NG13 8GG, and any notice to the Buyer shall be sent to the Buyer at the address given by the Buyer in his order or acceptance of our offer. Where in these conditions a period is specified within which notice is to be given such notice must reach the party to which it is addressed within that period.

19. SET-OFF AND COUNTER CLAIM

The Buyer shall not be entitled to withhold payment of any sums after they become due by reason of any right of set-off or counter-claim which the Buyer may have or allege to have or for any other reason whatsoever.

20. GENERAL

Each and every item herein set out including (subject to Condition 7) every stipulation as to time is hereby declared to be of the essence of every contract made between us and the Buyer.

22. APPLICABILITY OF THESE CONDITIONS

These conditions shall also apply to any future oral or written contract for the supply of goods and/or service by us to the Buyer save to the extent that such conditions are in future contracts specifically varied or excluded or are inconsistent with what is expressly agreed in any such future contract