

## RESOURCE R12:

### TERMS OF BUSINESS

#### 1. These terms

- 1.1 **What is covered?** These are the terms and conditions on which we supply products to you.
- 1.2 **Why are they important?** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

#### 2. Information about Resource R12

- 2.1 **Who are we?** We are Resource R12 limited. Our company registration number is 12419533 and our address is Wentloog Corporate Park, Wentloog, Cardiff, CF3 2ER.
- 2.2 **Contacting us.** You can contact us by telephoning our customer service team on 02920 360360 or by writing to us at enquiries@resource.org.uk
- 2.3 **Contacting you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

#### 3. Legal Contract

- 3.1 **Accepting your order.** Our acceptance of your order will take place when we email you to accept it, at which point a legally binding agreement contract will exist.
- 3.2 **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.
- 3.3 **We may not accept your order.** If we do not accept your order, we will inform you.

#### 4. The products

- 4.1 **Images of products.** The images of the products on our website or in our literature are for illustrative purposes only. Your product may vary slightly from those images.
- 4.2 Product packaging may vary. The packaging of the product may vary from that shown in images on our website or in our literature.

## 5. Changes to an order

- 5.1 If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.
- 5.2 Minor changes to the products. We may change the product:
- (a) to reflect changes in relevant laws and regulatory requirements; and
  - (b) to implement minor technical adjustments and improvements. These changes will [not affect your use of the product.

## 6. Providing the products

- 6.1 **Delivery.** The costs of delivery will be as told to you over the telephone OR told to you in the course of email exchanges.
- 6.2 **Timing of delivery.** During the order process we will let you know when we will provide the products to you.
- 6.3 **Delays outside our control.** If our supply of the products is delayed by an event outside our reasonable control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.
- 6.4 **Collection.** If you have asked to collect the products from our premises, you can collect them from us at any time during our working hours of 9am to 5pm on weekdays (excluding public holidays).
- 6.5 **Unavailable for delivery.** If no one is available at your address to take delivery and the products cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange delivery or collect the products from a local depot.
- 6.6 **Failure to re-arrange delivery.** If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 9.2 will apply.
- 6.7 **Responsibility for the product.** A product will be your responsibility from the time we deliver the product to the address you gave us or you or your nominated representative collect it from us.
- 6.8 **Ownership.** You will own the product once we have received payment in full.
- 6.9 **Required information.** We may need certain information from you so that we can supply the products to you. If so, we will inform you what is required before the product is supplied. If you do not give us this information within a

reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 9.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

6.10 **Withholding supply.** We may have to suspend the supply of a product to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the product to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the supply of the product as requested by you or notified by us to you (see clause 5.2).

6.11 **Suspension for non-payment.** We may also suspend supply of the products if you do not pay. If you do not pay us for the products when you are supposed to (see clause 11.4) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will not charge you for the products during the period for which they are suspended. As well as suspending the products we can also charge you interest on your overdue payments (see clause 11.5).

## 7. Your rights to end the contract

7.1 **Can you end the contract?** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

- (a) If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), see clause 10;
- (b) If you want to end the contract because of something we have done or have told you we are going to do, see clause 7.2;
- (c) In all other cases (if we are not at fault and there is no right to change your mind), see [clause 7.4].

7.2 **Ending the contract when we are at fault.** If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming change to the product or these terms which you do not agree to (see clause 6);
- (b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;

- (c) there is a risk that supply of the products may be significantly delayed because of events outside our control;
  - (d) you have a legal right to end the contract because of something we have done wrong.
- 7.3 We offer a warranty (in addition to your statutory rights) in certain circumstances.
- 7.4 **Ending the contract where we are not at fault.** You can still end the contract before it is completed, but you may have to pay us compensation. If you want to end a contract before it is completed (when the product is delivered) where we are not at fault, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs, losses and expenses we will incur as a result of your ending the contract.

## 8. How to end the contract with us

- 8.1 To end the contract with us, please let us know by doing one of the following:
- (a) Email customer services at enquiries@resource.org.uk. Please provide details of what you bought, when you ordered or received it and your name and address.
- 8.2 **Returning products after ending the contract.** If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must either return the goods in person to where you bought them, post them back to us at Resource R12 Limited, Wentloog Corporate Park, Wentloog, Cardiff, CF3 2ER. If you are exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.
- 8.3 **Who pays for product return?** We will pay the costs of return:
- (a) if the products are faulty or misdescribed;
  - (b) if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong;  
or

In all other circumstances you must pay the costs of return.

- 8.4 **Refund.** We will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

## 9. Our rights to end the contract

- 9.1 We may end the contract for the supply of a product at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;
- (b) you do not, within 7 days of us asking for it, provide us with information that is necessary for us to provide the products;
- (c) you do not, 7 days, allow us to deliver the products to you or collect them from us from the date when they should have been collected by us or delivered to you.

9.2 **Compensation.** If we end the contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the losses, expenses, charges and costs we will incur as a result of your breaking the contract.

9.3 **We may withdraw the product.** We may write to you to let you know that we are going to stop providing the product. We will let you know at least 7 days in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

## 10. Defective product

10.1 We confirm that on delivery, the products which are goods shall:

- (a) conform [in all material respects] with their description [and any relevant specification];
- (b) be free from material defects in design, material and workmanship;
- (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- (d) be fit for any purpose held out by us.

10.2 Subject to clause 10.3, if:

- (a) you give us notice in writing within a reasonable time of discovery that a product does not comply with the warranty set out in clause 10.1; and
- (b) we are given a reasonable opportunity of examining such product; and
- (c) you return such product to us at our cost;

we shall, at our option, replace the defective product, or refund the price of the defective product in full.

10.3 We will not be liable for a product's failure to comply with the warranty in clause 10.1 if:

- (a) you make any further use of such product after giving a notice in accordance with clause 10(a);
- (b) the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the product or (if there are none) good trade practice;

- (c) [the defect arises as a result of us following any drawing, design or specification supplied by the Customer;]
  - (d) you alter or repair the product without our written consent; or
  - (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.
- 10.4 Except as provided in this clause 10 (and subject to clause 12), we shall have no liability to you in respect of a product's failure to comply with the warranty set out in clause 10.1.
- 10.5 These terms shall apply to any repaired or replacement products supplied by us under clause 10.2.

## **11. Price and payment**

- 11.1 **Price for the product.** The price of the product will be the price as told to you over the telephone or told to you in the course of email exchanges. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 11.3 for what happens if we discover an error in the price of the product you order.
- 11.2 **Changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- 11.3 **Incorrect Pricing.** If the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.
- 11.4 **Payment.** You must pay for the products before we dispatch them.
- 11.5 **Late payment may result in interest.** If you do not make full payment to us by the invoice due date we reserve the right to charge interest to you on the overdue amount at the rate of 3% per annum above the Bank of England base lending rate on the full overdue balance. This interest shall accrue on a daily basis from the due date until the date the funds are received into our bank account, whether before or after judgment. You must pay us interest together with any overdue amount.
- 11.6 **What if the invoice is wrong?** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date. You may pay any amount on an invoice which is not disputed to avoid interest arising.

## **12. Our responsibility for loss or damage suffered by you**

### 12.1

- (a) Nothing in these terms shall limit or exclude our liability for:
- (b) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- (c) fraud or fraudulent misrepresentation;
- (d) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
- (e) defective products under the Consumer Protection Act 1987; or
- (f) any matter in respect of which it would be unlawful for us to exclude or restrict liability.

12.2 Except to the extent expressly stated in clause 12.1 all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

12.3 Subject to clause 12.1:

- (a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
- (b) our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total sums paid by you for products under the relevant contract.

## **13. If there is a problem with the product**

**Contact us.** If you have any questions or complaints about the product, please contact us. You can telephone our customer service team on 02920 360360 or write to us at enquiries@resource.org.uk or Resource R12 Ltd, Wentloog Corporate Park, Wentloog, Cardiff, CF3 2ER.

## **14. How we may use your personal information**

14.1 How we may use your personal information. We will only use your personal information as set out in our Privacy Policy. You can find our Privacy Policy which can be found at [www.resource.org.uk](http://www.resource.org.uk).

14.2 We may need to pass personal information you provide us with to credit reference agencies if you have or intend to have a credit account with us.]

## **15. Other important terms**

15.1 **This contract may be transferred by us.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you

in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

- 15.2 **You need our consent to transfer your rights.** You may only transfer your rights or your obligations under these terms to another person if you obtain our prior agreement.
- 15.3 **Rights of someone else.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 15.4 **Avoiding unenforceable provision.** Each of the clauses and sub-clauses of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 15.5 **Delay does not prevent enforcement.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 15.6 **Which law applies?** These terms are governed by the law of England and Wales and you can bring legal proceedings in respect of the products in the courts of England and Wales.