



TERMS OF TRADE

These terms and conditions are between **Galect Limited** a company registered in England and Wales, with company registration number 12801858 (**we, us or our**) and you, being the person or entity stated in the Quote (**you or your**), together the **Parties** and each a **Party**. Together, these terms and conditions and the Quote (attached to these Terms or the Quote) form the entire agreement under which we will provide the Goods and Services to you (**Terms**).

Our Contact Details:

Address: 116 Lee Street, Horley, England RH6 8ES, GB

Phone: [0800 0025056]

Email: info@galect.uk

Our registered VAT number is [N/A].

1. Acceptance

1.1 You have requested the Goods and Services set out in the Quote, and you are taken to accept these Terms by the earlier of:

- (a) accepting the Quote online or sending an email to us accepting the Quote (expressly or impliedly);
- (b) instructing us to proceed with the Goods and Services; and
- (c) making part or full payment of the Price (including any deposit).

1.2 Once you have accepted these Terms, these Terms will bind you in respect of any subsequent quote (even if they are not attached to the subsequent quote), except to the extent these Terms are varied by us.

2. These Terms

2.1 **What these Terms Cover:** These Terms contain the terms and conditions on which we supply the Goods and Services to you.

2.2 Please read these Terms carefully before you accept the Quote. These Terms tell you who we are, how we will provide the Goods and Services to you, how you and we may change or end these Terms, what to do if there is a

problem with the Goods and Services and other important information. If you think that there is a mistake in these Terms or require any changes to these Terms, please contact us to discuss (using our contact details in the Schedule).

2.3 **How to tell us about problems:** If you have any questions or complaints about the Goods and Services, please contact us to discuss (using our contact details above).

3. Exercising your right to change your mind.

3.1 Where we have agreed to provide Services only (as set out in your Quote), you have **14 days after the date you accept these Terms** to exercise your right to cancel the Services. We agree not to commence the provision of the relevant Services during this cancellation period, unless you make an express request for us to do so. You acknowledge and agree that after you have accepted these Terms, if you instruct us to provide the Services within this cancellation period, this will be taken to be an express request by you, and you will lose your right to cancel if the relevant Services are fully performed by us. If you exercise your right to cancel before the Services are fully performed by us, you will be liable to pay to us an amount for the relevant Services supplied up to when you inform us that you intend to cancel, which will be proportionate to the full Price for the relevant Services.

3.2 Where we have agreed to provide Goods (and Services in respect of those Goods) (as set out in your Quote), you have **14 days** to change your mind after the day you (or someone you nominate) receives the Goods, unless:

- (a) the Goods are split into several deliveries over different days. In this case you have until 14 days after the day you receive (or someone you nominate receives) the last delivery; or
- (b) the Goods are for regular delivery over a set period, in which case you have until 14 days after the day you receive (or someone you nominate receives) the first delivery of the Goods.

3.3 Where you exercise your right to cancel under clause 3.2 following provision of the Services in respect of the Goods by us, you acknowledge and agree that you will be required to pay us the Price in respect of the Services that have been performed. You will also be required to pay us any fees associated with uninstalling or removing the Goods, where you require us to provide these services, as well as any costs associated with a loss in the value of the Goods as a result of the uninstallation or use of the Goods.

3.4 **When you don't have the right to change your mind:** Notwithstanding anything else in this clause 3, you do not have a right to change your mind in respect of:

- (a) the Goods and Services if they are visits by us specifically requested by you for the purpose of carrying out urgent repairs or maintenance;
- (b) Goods that are made to your specifications or are clearly personalised;
- (c) Goods which are liable to deteriorate or expire rapidly; or
- (d) Goods which have become mixed inseparably (according to their nature) with other items after

delivery (for example, where Goods have been installed and cannot be uninstalled).

3.5 **Tell us you want to cancel these Terms:** To exercise your right to cancel these Terms under this clause 2, please let us know by contacting us by email. You may use the form at Attachment 1.

4. Returning Goods to us

4.1 **Returning the Goods after you cancel these Terms:** If you cancel these Terms for any reason after the Goods have been dispatched to you, you must return them to us (unless we agree to collect them, in which case, we will charge you the direct cost to us of collection). If you are exercising your right to change your mind under clause 2 you must send off the Goods to us within 14 days of telling us you wish to cancel these Terms.

4.2 **Costs of return:** We will pay the costs of return:

- (a) if the Goods are faulty or misdescribed; or
- (b) if you are ending these Terms because you have a legal right to do so as a result of something we have done wrong.

In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.

4.3 **Deductions from refunds if you are exercising your right to change your mind:** If you are exercising your right to change your mind:

- (a) we may reduce your refund of the Price (excluding delivery costs) to reflect any reduction in the value of the Goods, if this has been caused by your mishandling. If we refund you the Price paid before we are able to inspect the Goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount; and
- (b) we may reduce your refund of the Price where you elect to return the Goods using a more expensive form of delivery (for example a courier) than we typically use.

4.4 **When your refund will be made:** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind under clause 2 then:

- (a) if we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the relevant Goods back from you; or
- (b) in all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

5. Goods and Services

5.1 We agree to provide the Goods and Services to you in accordance with these Terms (including any Specifications) and all applicable laws, whether ourselves or through our Personnel.

5.2 We warrant to you that the Goods and Services will be provided using reasonable care and skill. We are under a legal duty to supply Goods that are in conformity with these Terms.

5.3 We will not be responsible for any Goods and Services unless expressly set out in the inclusions in the Quote.

6. Time

6.1 We will commence the supply of the Goods and Services within a reasonable time after the later of:

- (a) the date of your acceptance of these Terms pursuant to clause 1; and
- (b) the receipt of any payment that is required upfront in the Quote (for example, a deposit).

6.2 We will use our commercial best endeavours to provide the Goods and Services by the dates set out in the Quote, or where no date is specified, then within a reasonable period of time.

6.3 We will have no liability (including a failure to comply with clause **Error! Reference source not found.**), for delays to the extent caused by one or more of the following events or circumstances:

- (a) a Variation or deemed Variation;
- (b) a breach by you or any of your Personnel;
- (c) inclement weather;
- (d) delays in obtaining Approvals for the Goods and Services from relevant authorities; and
- (e) any other event or circumstance beyond our reasonable control (including Force Majeure Events).

7. Variations

7.1 All variations to the Goods and Services must be agreed in writing between the Parties and will be priced in accordance with any schedule of rates provided by us, or otherwise as reasonably agreed between the Parties. If we consider that any instruction or direction from you constitutes a variation to the scope of our obligations under these Terms, then we will not be obliged to comply with such instruction or direction unless agreed in accordance with this clause.

8. Your Items

8.1 You are solely responsible for the acts or omissions, and any goods or services provided by you or your Personnel. You agree to (and to ensure that your Personnel do) cooperate with us and do not interfere with the supply of the Goods and Services.

8.2 You agree that any information, documentation, specifications, goods or services provided, or directions provided, by you or your Personnel in relation to the Goods and Services (**Your Items**) will be:

- (a) provided solely at your own risk, and you agree that we will assume no responsibility or Liability for Your Items;
- (b) fit for purpose, of merchantable quality and compliant with all applicable laws; and
- (c) sufficient to enable us to comply with our obligations under these Terms and all applicable laws,

and, to the maximum extent permitted by law, we will have no liability to you for any Liability, and you waive

and release us from any such Liability, arising from or in connection with Your Items.

9. Price and Payment

9.1 In consideration for us providing the Goods and Services, you agree to pay us the Price in accordance with these Terms and the payment terms set out in the Quote.

9.2 If you fail to make payment of the Price or any amount payable under these Terms, we may:

- (a) after a period of 5 business days, cease providing the Goods and Services, and recover, as a debt due and immediately payable from you, our additional costs of doing so (including reasonable recovery costs);
- (b) charge interest at a rate equal to 4% above the Bank of England's base rate, from time to time, but at 4% a year for any period when that base rate is below 0%, per annum, calculated daily and compounding monthly, on any such amounts unpaid after the due date for payment in accordance with the payment terms set out in the Quote; and/or
- (c) recover or repossess any Goods belonging to us, and you agree to grant us such rights of access to allow us (or our Personnel) to do so.

10. Warranties and Representations

10.1 You represent, warrant and agree that:

- (a) you will comply with these Terms and all applicable Laws;
- (b) you have effected and will maintain appropriate insurance policies for the Site for the duration of our provision of the Goods and Services under these Terms, and on request, you agree to provide us with evidence sufficient to enable us to confirm your compliance with this clause 10.1(b);
- (c) you (and to the extent applicable, your Personnel) will cooperate with us, and promptly provide us with all documentation, information, instructions, facilities and access (including access to the Site) as may be reasonably necessary to enable us to provide the Goods and Services in accordance with these Terms;
- (d) all the information and documentation that you provide to us in connection with these Terms is true, correct and complete;
- (e) you have obtained all necessary consents (including from any landlord and local government authority) for us to provide the Services to you;
- (f) you will not infringe any third party rights in working with us and receiving the Goods and Services;
- (g) you will ensure that the Site is safe and free of harmful materials or substances; and
- (h) you are responsible for obtaining, and providing to us if necessary, any access and Approvals from third parties necessary for the Goods and Services to be provided, at your cost.

11. Title and Risk

11.1 Title in the Goods will remain with us until all amounts due and payable to us under these Terms are paid in full.

11.2 Risk in the Goods will pass to you on:

- (a) collection of the Goods at the collection location as agreed between the Parties; or
- (b) delivery of the Goods to the Site,

provided that risk in the Goods will remain with us if, and at the times that, we are required to incorporate the Goods at the Site as part of the Services, and will transfer to you once we have completed the relevant Services.

12. Lien

We hold a general lien over the Goods for the satisfactory performance by you of your obligations under these Terms.

13. Term and Termination

13.1 These Terms will commence on the Commencement Date, and will continue until the earlier of the date:

- (a) the Goods and Services are supplied to you in accordance with these Terms; and
- (b) these Terms are terminated in accordance with this clause 13,

(Term).

13.2 Either Party may terminate these Terms at any time by giving 48 hours' notice in writing to the other Party.

13.3 These Terms will terminate immediately upon written notice by a Party (**Non-Defaulting Party**), if:

- (a) the other Party (**Defaulting Party**) breaches a material term of these Terms and that breach has not been remedied within 5 business days of the Defaulting Party being notified of the breach by the Non-Defaulting Party; or

- (a) the Defaulting Party is unable to pay its debts as they fall due.

13.4 Upon expiry or termination of these Terms:

- (b) we will immediately cease providing the Goods and Services;
- (c) without limiting your rights at law, you agree that any payments made by you to us are not refundable to you;
- (d) you are to pay for all Goods and Services provided prior to termination, including Goods and Services which have been provided and have not yet been invoiced to you (and in respect of Services, on a pro-rata basis), and all other amounts due and payable under these Terms; and
- (e) you agree to grant us such rights of access to any premises where the Goods are located (including the Site) to allow us (or our Personnel) to recover or repossess any Goods belonging to us.

13.5 Termination of these Terms will not affect any rights or liabilities that a Party has accrued under it.

14. Latent Conditions

- 14.1 If we encounter any condition, event, circumstance, matter or thing in, on or around the Site or otherwise that could not have reasonably been foreseen or anticipated by us as at the date of the Quote, and that would or would likely result in us, you or any third party suffering or incurring additional cost or delay, or would require a change to the Quote, Goods, Services, Price, and/or these Terms (**Latent Condition**), during the provision of the Goods and Services, we will notify you as soon as reasonably practicable after becoming aware of the Latent Condition.
- 14.2 Any additional works, materials, costs or delays that we suffer or incur as a result of any Latent Conditions, or any instructions or directions given by you that are in addition to the Goods and Services, will constitute a deemed Variation.
- 14.3 The pricing for any deemed Variation for a Latent Condition, will be handled in accordance with clause 7.
- 15. Liability**
- 15.1 Neither Party may benefit from the limitations and exclusions set out in this clause 15 in respect of any liability arising from its deliberate default.
- 15.2 Subject to clauses 15.1 and 15.3, the restrictions on liability in this clause 15 apply to every liability arising under or in connection with these Terms including liability in statute, contract, equity, tort (including negligence), misrepresentation, restitution, indemnity or otherwise.
- 15.3 Nothing in these Terms limits any Liability which cannot legally be limited, including Liability for:
- death or personal injury caused by negligence;
 - fraud or fraudulent misrepresentation;
 - breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and
 - defective products under the Consumer Protection Act 1987.
- 15.4 Subject to clauses 15.1 (no limitation in respect of deliberate default) and 15.3 (liability which cannot legally be limited), but despite anything else to the contrary, to the maximum extent permitted by law:
- we only supply the Goods and Services for domestic and private use. If you use the Goods and Services for any commercial, business or resale purpose we will have no liability to you for liability involving any loss of profit, loss of business, business interruption, or loss of business opportunity;
 - a Party's liability for any Liability under these Terms will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the acts or omissions of the other Party (or any of its Personnel), including any failure by that other Party to mitigate its loss; and
 - if either Party fails to comply with these Terms, neither Party will be responsible for any losses that the other Party suffers as a result, except for those losses which are a foreseeable consequence of the failure to comply with these Terms.
- 15.5 We have given commitments as to the compliance of the Goods and Services with these Terms and applicable Laws in clause 5.1. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the maximum extent permitted by law, excluded from these Terms.
- 16. Intellectual Property**
- 16.1 As between the Parties, all Intellectual Property Rights in, and ownership of, all reports, designs, drawings, information and other documents or Intellectual Property created in respect of the Goods and Services or these Terms will vest or remain vested in us.
- 16.2 As between the Parties, we retain ownership of all Intellectual Property Rights in Our Materials and nothing in these Terms constitutes a transfer or assignment of any Intellectual Property Rights in our materials.
- 16.3 If you (or any of your Personnel) have any Moral Rights in any material provided, used or prepared in connection with these terms, you agree to (and agree to ensure that your Personnel) waive those Moral Rights and waive all rights to object to derogatory treatment of such material.
- 17. Confidential Information**
- 17.1 Subject to clause 17.2, each Party must (and must ensure that its Personnel do) keep confidential, and not use or permit any unauthorised use of, confidential information provided by the other party.
- 17.2 Clause 17.1 does not apply where the disclosure is required by law or the disclosure is to a professional adviser in order to obtain advice in relation to matters arising in connection with these Terms and provided that the disclosing party ensures the adviser complies with the terms of clause 17.1.
- 18. General**
- 18.1 **Amendment:** Subject to clause 7, these Terms may only be amended by written instrument executed by the Parties.
- 18.2 **Assignment:** Subject to clause 18.3 and 18.13, a Party must not assign, novate or deal with the whole or any part of its rights or obligations under these Terms without the prior written consent of the other Party (such consent is not to be unreasonably withheld).
- 18.3 **Assignment of Debt:** You agree that we may assign or transfer any debt owed by you to us, arising under or in connection with these Terms, to a debt collector, debt collection agency, or other third party.
- 18.4 **Disputes:** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to The Centre for Effective Dispute Resolution via their website at <https://www.cedr.com/>. The Centre for Effective Dispute Resolution will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings.

18.5 **Force Majeure:** Neither Party will be liable for any delay or failure to perform their respective obligations under these Terms if and to the extent such delay or failure is caused or contributed to by a Force Majeure Event, provided that the Party seeking to rely on the benefit of this clause:

- (a) as soon as reasonably practical, notifies the other Party in writing of the details of the Force Majeure Event, and the extent to which it is unable to perform its obligations; and
- (b) uses reasonable endeavours to minimise the duration and adverse consequences of the Force Majeure Event.

Where the Force Majeure Event prevents a Party from performing a material obligation under these Terms for a period in excess of 60 days, then the other Party may, by notice, terminate these Terms, which will be effective immediately, unless otherwise stated in the notice. This clause will not apply to a party's obligation to pay any amount that is due and payable to the other Party under these Terms.

18.6 **Governing law:** These Terms are governed by the laws of England and Wales. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in England and Wales and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.

18.7 **Joint and Several Liability:** Where you constitute two or more individuals or entities, you will each be jointly and severally liable under these Terms.

18.8 **Notices:** Any notice given under these Terms must be in writing addressed to the relevant address last notified by the recipient to the Parties. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.

18.9 **Publicity:** Despite clause 17, you agree that we may advertise or publicise the broad nature of our provision of the Goods and Services to you, including on our website or in our promotional material.

18.10 **Privacy:** We will only use your personal information as set out in our privacy notice. You can find our privacy notice on our website.

18.11 **Relationship of Parties:** These Terms are not intended to create a partnership, joint venture, employment or agency relationship between the Parties.

18.12 **Survival:** Each clause, which by its nature survives termination, will survive the termination or expiry of these Terms.

18.13 **Subcontracting:** We may subcontract the provision of any part of the Goods and Services without your prior written consent. We agree that any subcontracting does not discharge us from any liability under these Terms and that we are liable for the acts and omissions of our subcontractor.

18.14 **VAT:** All amounts payable by you under these Terms are inclusive of amounts in respect of value added tax chargeable from time to time (**VAT**), unless otherwise stated. Where any taxable supply for VAT purposes is

made under these Terms by us to you, you agree, on receipt of a valid VAT invoice from us, to pay to us such additional amounts in respect of VAT as are chargeable on the supply of the Goods and Services at the same time as payment is due for the supply of the Goods and Services.

19. Definitions

In these Terms, unless the context otherwise requires:

Approval means any approval, consent, licence, permit, permission, application, registration or equivalent required to be obtained in connection with the Goods and Services by any authority or any law.

Commencement Date means the date these Terms are accepted in accordance clause 1.1.

Consequential Loss includes any consequential loss, indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise. The Parties acknowledge and agree that your obligation to pay us the Price under these Terms will not constitute "Consequential Loss" for the purposes of this definition.

Expenses means any disbursements, including third party costs, reasonably and directly incurred by us.

Force Majeure Event means any event or circumstance which is beyond a Party's reasonable control including but not limited to, acts of God including fire, hurricane, typhoon, earthquake, landslide, tsunami, mudslide or other catastrophic natural disaster, civil riot, civil rebellion, revolution, terrorism, insurrection, militarily usurped power, act of sabotage, act of a public enemy, war (whether declared or not) or other like hostilities, ionising radiation, contamination by radioactivity, nuclear, chemical or biological contamination, any widespread illness, quarantine or government sanctioned ordinance or shutdown, pandemic (including COVID-19 and any variations or mutations to this disease or illness) or epidemic.

Goods and Services means the goods and services to be provided by us to you under these Terms, as expressly set out in the Quote, as adjusted in accordance with these Terms.

Intellectual Property Rights or Intellectual Property means any and all existing and future rights throughout the world conferred by statute, common law, equity or any corresponding law in relation to any copyright, patents or trade marks, domain names, know-how, inventions, processes, trade secrets or Confidential Information; or circuit layouts, software, computer programs, databases or source codes, including any application, or right to apply, for registration of, and any improvements, enhancements or modifications of, the foregoing, whether or not registered or registrable.

Laws means all applicable laws, regulations, codes, guidelines, policies, protocols, consents, Approvals, permits and licences, and any requirements or directions given by any government or similar authority with the power to bind or impose obligations on the relevant Party in connection with these Terms or the supply of the Goods and Services.

Liability means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), misrepresentation, restitution, indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a Party to these Terms or otherwise.

Moral Rights means any moral rights, including those conferred by Chapter IV of the Copyright, Designs and Patents Act 1988.

New Materials means all Intellectual Property developed, adapted, modified or created by or on behalf of us or you or any of your or our respective Personnel in connection with these Terms or the supply of the Goods and Services, whether before or after the date of these Terms and any improvements, modifications or enhancements of such Intellectual Property, but excludes Our Materials and Your Materials.

Our Materials means all Intellectual Property which is owned by or licensed to us and any improvements, modifications or enhancements of such Intellectual Property.

Personnel means, in respect of a Party, any of its employees, consultants, suppliers, subcontractors or agents, but in respect of you, does not include us.

Price means the price set out in the Quote for the provision of the Goods and Services, as adjusted in accordance with these Terms, and includes Expenses and any deposit set out in the Quote.

Quote means the quote (including any online quote) to which these Terms are attached or incorporated by reference.

Site means the site as set out in the Quote, and includes any other property or sites adjoined to, surrounding or neighbouring the Site that may be necessary to access or use for the provision of the Goods and Services.

Specifications means any specifications for the Goods and Services, and, if applicable, as further particularised in an attachment to these Terms or the Quote.

Term has the meaning given in clause 13.1.

Your Items has the meaning given in clause 8.2.

Your Materials means all work, models, processes, technologies, strategies, materials, information, documentation and services (including Intellectual Property), owned or licensed by you or your Personnel before the Commencement Date and/or developed by or on behalf of you or your Personnel independently of these Terms.

ATTACHMENT 1 – MODEL CANCELLATION FORM

(Complete and return this form only if you wish to withdraw from the contract)

To [TRADER'S NAME, ADDRESS, TELEPHONE NUMBER AND, WHERE AVAILABLE, FAX NUMBER AND E-MAIL ADDRESS TO BE INSERTED BY THE TRADER]

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*/for the supply of the following service [*],

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

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