



## STANDARD TERMS AND CONDITIONS OF SALE

1. Interpretation: In these Terms and Conditions (Terms), the following words and phrases shall have the following meanings: "the Buyer" means the person, firm or company who purchases the Goods from the Company; "the Company" means Lister Communications Ltd; "Contract" means the contract between the Company and the Buyer which shall be deemed to incorporate these Terms; "Goods" means any goods agreed in the Contract to be supplied by the Company to the Buyer; "Place of Delivery" means the place to which the Goods are to be delivered. In these Terms, reference to any statute or statutory provision shall be construed as a reference to such statute or statutory provision as amended, modified, re-enacted or replaced from time-to-time.
2. The Contract: The Contract shall be on these Terms to the exclusion of all other terms and conditions, including any such terms and conditions that are purported to be included or applied by the Buyer. No terms and conditions contained in the confirmation of order, purchase order or other document of the Buyer will form part of the Contract.
3. Quotations: All quotations, whether oral or in writing, are subject to the Company's written confirmation and acceptance of any order. No clerical errors or omissions in the quotations or Confirmation of Orders shall annul the sale but shall be subsequently corrected by the Company and no compensation will be allowed to the purchaser in respect thereof. It is the purchaser's responsibility to check all quantities with specification requirements. When the quotation includes terms for a lease of the lease such terms are included for information only and do not constitute an offer by the Company. Unless otherwise stated, our quotation is valid for 30 days and shall lapse unless reviewed and confirmed by the Company in writing.
4. Delivery: The time given for delivery is an estimate only. It is given in good faith but not guaranteed and is not binding on the Company. The Company reserves the right to part deliver as it considers necessary. Unless otherwise agreed in writing, the Place of Delivery shall be the Company' premises and the Buyer shall take delivery within 7 days of the Company notifying the Buyer that the Goods are ready for delivery. Subject to the other provisions of these Terms, the Company shall not be liable for any loss, whether direct or consequential, economic or loss of profits or otherwise, arising directly or indirectly out of any delay in the delivery of the Goods nor will any delay entitle the Buyer to terminate or rescind the Contract unless the delay exceeds 90 days.
5. Risk in and Ownership of the Goods: Risk in the Goods shall pass to the Buyer on delivery. Ownership in the Goods shall not pass to the Buyer until the Company has received in full in cleared funds all sums due to the Company in respect of the Goods and all other sums which are or may become due to the Company from the Buyer on any account. Until ownership of the Goods has passed to the Buyer, the Buyer shall: hold the Goods on a fiduciary basis as the Company's bailee; store the Goods separately from all other goods of the Buyer or any third party in such a way that they remain identifiable as the Company's property; not destroy or deface any identifying mark on the Goods or their packaging; maintain the Goods in satisfactory condition insured with the Company's interest noted on the policy and hold any proceeds of such insurance on trust for the Company and not mix them with any other money.
6. Installation: When the order includes installation or commissioning of the goods the price includes the delivery to site within the Company's normal working hours unless otherwise stated but does not include the provision of any special equipment on site including but not limited to cranes, hoists, scaffolding and lifts. The installation price excludes the work of other trades including but not limited to cutting away and making good wall surfaces, ceiling tiles and decoration, conduit, ducting, trunking, ground work and builders' work. Where cables are to be surface clipped, they will be installed neatly and where possible concealed. Unless otherwise stated, trunking and conduit is not included. Where cables are to be installed in conduit, trunking or ducting provided by others, strong draw wires must be installed for our use. Our quotation is based on uninterrupted access to all relevant sites and unless otherwise stated a 14-day notice is required before our engineers can attend site. Where applicable, our quotations allow for two visits to site in order to first and second fix. The second fix should be within 14 days of the first fix completion visit. After this period, further moves, additions and changes to the installation and associated programming are liable to charges at our standard rates. Any delays which occur as a result of inclement weather, non-completion of third-party work or non-availability of third-party supplies, any act or omission on the part of the customer or any cause beyond the Company's control will give rise to an additional charge. The customer will be responsible for provision of suitable mains electricity supply to the satisfactory operation of the equipment.
7. Licenses: All licenses, way leaves, public telephone lines, inspection and acceptance and approval charges must be secured and paid for by the customer. Lister Communications Order Form for: Registered Office: Brunel Way, Stonehouse, Gloucestershire, GL10 3SX. Registered in England, Co. No.4114767 Tel: 01453 829200 Fax: 01453 829201 Email: sales@lister-communications.co.uk www.lister-communications.co.uk
8. Illustrations: Illustrations, leaflets, advertisements, specifications, drawings, demonstrations or other matter issued by the Company are believed to be correct but are not guaranteed and shall not be binding on the Company. Since the Company has a policy of continuous improvement in its product range, all such matters are subject to alteration and the customer shall purchase upon the understanding that alterations may be made if the Company deems such alteration necessary.
9. Price: The price for the Goods shall, unless otherwise agreed, be the price set out on the date of delivery in the Company's price list. The price for the Goods shall be exclusive of all costs of carriage and insurance and applicable VAT which the Buyer shall pay in addition. The Buyer shall pay such deposit as the Company shall direct. 9.1 Your Monthly price plan and call charges can include an annual price increase, which will be the annual percentage increase in the Retail Price Index(RPI) published by the Office for National Statistics. The increase can take effect in March of each year and can use the RPI figure published in January of that year.
10. Payment: Subject to paragraph 9, payment of the price of the Goods shall be due 30 days from the date of the Company's invoice for the Goods. Payment shall not be deemed to have taken place until the receipt by the Company of cleared funds.
11. Warranties: In most cases the Company will arrange maintenance for all the equipment supplied and all warranty claims would be met under the Maintenance Contract. Equipment covered under a maintenance contract with a third party shall be the responsibility of that maintainer. Where there is not a maintenance contract, the Company warrants that the Goods are of satisfactory quality. If the Buyer wishes to make a claim under this warranty, the Buyer shall give written notice to the Company within 30 days of the discovery of the defect and give the Company a reasonable opportunity to inspect the Goods in question. The Company shall not be liable for any breach of warranty if the Buyer makes any further use of the Goods after giving such notice or alters or repairs the Goods without the agreement of the Company. The Company's liability under the warranty shall be limited to repairing or replacing the Goods in question or refunding the price of such Goods.
12. Limitation of Liability: Subject to the following sections of this clause, the Company shall indemnify the customer in respect of all damage or injury (including death) to any property or person against all actions, claims, demands costs, charges and expenses in connection therewith occasioned by the negligence of the Company. The company shall not be liable to the customer for any loss, damage or injury to the extent that it is caused or arises from the acts or omissions of the customer or of others. The Company shall not be liable in contract, tort or otherwise for any loss, damage or expense arising from any loss of use, failure or deterioration of the equipment or of any loss (whether direct or indirect) of profits, business, Contracts or anticipated savings or for any consequential, indirect or economic loss or damages whatsoever.
13. Cancellation: Cancellation may be made with our written consent only and on the terms which will indemnify the Company against losses. The minimum charge will be the secured deposit or 10% of the total order value whichever is the greater.
14. Force Majeure: If either party is subject to an event of Force Majeure, that is circumstances outside its reasonable control, including but not limited to war, fire, industrial disputes or civil commotion, it shall notify the other and the first party's obligations under these Terms shall be suspended until it notifies the other party of the end of such event of Force Majeure.
15. General: If any part of these Terms is found to be void or unenforceable by any Court of competent jurisdiction, such part shall be severed from these Terms which will otherwise remain in full force and effect. These Terms shall be governed by and interpreted according to English Law and the parties submit to the exclusive jurisdiction of the English Courts.
16. Variation of agreement
- 16.1 We may vary the Contract, including but not limited to the scope of the Services and the Charges where such variations are required:
  - (a) to enable us to comply with applicable law, regulations, regulatory requirement or licence.
  - (b) as a result of any changes imposed on us by a third-party supplier or manufacturer.
  - (c) a change to our operations provided such change is also implemented in relation to the majority of our customers; or
  - (d) as a result of any change in the rate of taxation or VAT.
- 16.2 We may also vary the Charges for the Services by providing at least 20 Business Days' notice to the Customer of the changes where such changes are not brought about as a result of any of the matters listed in clause 16.1 above.
- 16.3 We shall provide you with as much notice as possible of any changes to be made under clause 16.1.
- 16.4 You may terminate the affected part of the Contract where a change under clause 16.1(b) or clause 16.1(c) results in you being liable to pay to us increased monthly charges which would result in you having to pay an increase in such monthly charges (as a percentage) which are more than any increase in the retail prices index (also calculated as a percentage) or any other statistical measure of inflation published by any governmental body authorised to publish measures of inflation from time to time, in the 12 month period before any increase. To do so you must provide us with written notice of its intention to terminate within 1 month of receipt of notice of the increased charges, and upon receipt of such notice by the Supplier, such notice having been served in accordance with this clause, the affected part of the Contract shall terminate with immediate effect.

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