

# Terms and conditions

Please read all these terms and conditions.

As we can accept your order and make a legally enforceable agreement without further reference to you, you must read these terms and conditions to make sure that they contain all that you want and nothing that you are not happy with.

If you are not sure about anything, just phone us on 01202798897

## Application

1. These Terms and Conditions will apply to the purchase of goods or services by you (the **Customer** or **you**). We are MDAR Ltd, a company registered in England and Wales under number 8257045 whose registered office is at 32 Newton Road, Wollaston, Northamptonshire. NN29 7QN with email address [enquiry@mdar.co.uk](mailto:enquiry@mdar.co.uk) ; telephone 01202798897 (the **Supplier** or **us** or **we**)
2. These are the Terms on which we sell all Goods and Services to you, By ordering any Goods or Services, you agree to be bound by these Terms and Conditions.

## Interpretation

3. **Consumer** means an individual acting for purposes which are wholly or mainly outside of his or her trade, business, craft or profession;
4. **Contract** means the legally-binding agreement between you and us for the sale and purchase of Goods or Services;
5. **Delivery Locations** means the Customer's premises or other locations where the Goods are to be supplied, as set out in the Order;
6. **Goods** means any goods that we supply to you, of the number and description as set out in the Order.;
7. **Services** means any advice offered or labour performed for or on behalf of the Customer;
8. **Order** means the Customer's order for Goods or Services from the Supplier as set out in the Customer's written acceptance of the Supplier's quotation.

## Goods and Services

9. The description of the Goods or Services is as set out in our website, catalogues, brochures, quotations, invoices or other forms of advertisement. Any description is for illustrative purposes only and there may be small discrepancies in colour or size.
10. In the case of Goods made to your special requirements, it is your responsibility to ensure that any information you provide is accurate.

## Basis of Sale

11. The description of the Goods or Services in our website, catalogues, brochures or other forms of advertisement does not constitute a contractual offer to sell the Goods or Services.
12. When an Order has been made , we can reject it for any reason, although we will try to tell you the reason without delay.
13. A Contract will be formed for the Goods or Services ordered, only upon the Supplier sending an email or letter to the customer saying that the Order has been accepted or if earlier, the Supplier's delivery of Goods to the Customer.
14. Any quotation is valid for a maximum period of 15 days from its date, unless we expressly withdraw it at an earlier time.
15. Exchange rates may affect the final invoice value, where possible we will attempt to absorb small fluctuations, where this is not possible or we anticipate a large variation to the exchange rate, we will advise in advance where possible.
16. No variation of the Contract, whether about description of the Goods or Services, price or otherwise , can be made after it has been entered into unless the variation is agreed by the Customer and the Supplier in writing.
17. We intend that these Terms and Conditions apply to a Contract entered into by you as a Customer where we, the Supplier and you the Customer consider each other to be fully informed about all aspects of the Contract. When a proposal document is used as a basis for a Contract, it will be assumed by all parties that the information in the proposal is as accurate as possible at the time it was written.
18. Where we provide Services to accompany the sale of Goods, these Services should be agreed in advance of any Order in the form of a full proposal document.
19. Where additional Services are required in addition to previously agreed Services, for example repairs or modifications to other Goods or items, we will attempt to keep the costs to a reasonable level and, where practical, to inform the Customer in advance of commencing these additional services.

## Price and Payment

20. The price of Goods and Services will be as shown in a proforma invoice or quotations.
21. Prices and charges include VAT at the rate applicable at the time of the Order.
22. Payment for Goods must be made at least 3 days in advance of delivery, You may pay only via a bank transfer, payments by cheque will only be accepted if previously approved. Cash payments in excess of £1000 are not acceptable.
23. Under no circumstances submit a cash payment to the designated bank account without first accepting that you will be charged for any additional banking fees incurred by us.

## Delivery

24. We will deliver the Goods to the Delivery Location by the time or with the period agreed, or failing any agreement, without undue delay and , in any event, not more than 30 days after the day on which the Contract is entered into.
25. In any case, regardless of events beyond our control, if we do not deliver the Goods on time, you can (in addition to any other remedies) treat the Contract at an end if;
  - a. We have refused to deliver the Goods
  - b. After we have failed to deliver on time, you have specified a later period which is appropriate and we have not delivered within that period.
26. If you treat the Contract at an end, we will (in addition to other remedies) return all payments for Services and Goods that remain undelivered.
27. Once a payment is made for Goods, the ownership of these Goods will transfer to the Customer upon delivery.
28. Goods can not be returned without prior arrangement. Any returned goods will be sent back to the Customer upon receipt of payment to cover transport costs.
29. We do not generally deliver to addresses outside England and Wales, Scotland, Northern Ireland, the Isle of Mann and Channel Islands. If, however, we accept an Order for delivery outside that area, you may need to pay import duties or other taxes, as we will not pay them.
30. You agree we may deliver Goods in installments if we suffer a shortage of stock or other genuine and fair reason, subject to the above provisions and provided you are not liable for the extra charges.
31. If you or your nominee fail, through no fault of ours, to take delivery of the Goods at the Delivery Location, we may pass reasonable charges incurred by the delivery agent to you.
32. The Goods will become your responsibility from the completion of delivery or Customer collection. You must, if reasonably practical, examine the Goods before accepting them.

## Risk and Title

33. Risk of damage to, or loss of, the Goods will pass to you when the Goods are delivered to you.
34. You do not own the Goods until we have received payment in full. If full payment is overdue or a step occurs towards your bankruptcy, we can choose, by notice to cancel a delivery and end any right to use the Goods still owned by you, in which case you must return them in excellent condition or allow us full access to safely remove and recover the Goods.
35. If full payment is not made for the Goods, you forfeit the right to claim them as fixtures and fittings or as forming a material part of any structure or dwelling.

## Withdrawal

36. You can withdraw the Order by telling us before the Contract is made, if you simply wish to change your mind and without giving us a reason, and without incurring any liability.
37. Once we have accepted your payment for Goods, we can not accept a request for withdrawal.
38. You are free to withdraw an Order for Services, independently of any part of an order for Goods. Any payments made for Services within a withdrawn Order will be refunded in full, where time has not been spent by us specifically relating to your Order for Goods and Services. An example of this might be where a device is configured in advance of delivery.

## Conformity and Guarantee

39. We have a legal duty to supply Goods in conformity with the Contract and will not have conformed if it does not meet the following obligation.
40. Upon delivery, the Goods will ;
  - a. Be of satisfactory quality
  - b. Be reasonably fit for any particular purpose for which you buy the Goods which, before the Contract is made, you made known to us (unless you do not actually rely, or its is unreasonable for you to rely, on our skill and judgement) and be fit for any purpose held out by us or set out in the Contract; and
  - c. Conform to the description.
41. It is not a failure to conform if the failure has its origin in your materials.
42. We will immediately, or within a reasonable time, give you the benefit of the free guarantee given by the manufacturer of the Goods Details of the guarantee, including the name and address of the manufacturer, the duration and territorial scope of the guarantee, are set out in the manufacturer's guarantee provided with the Goods. This guarantee will take effect at the time the Goods are delivered and will not reduce your legal rights.
43. We will provide the following after sales service;  
User support for the Goods will be given on the basis of any support agreement or as a good will gesture. Where appropriate an hourly charge will be levied for support that falls outside of the above.

## Circumstances beyond the control of either party

44. In the event of any failure by a party because of something beyond its reasonable control;
  - a. The party will advise the other party as soon as reasonably practical and
  - b. The party's obligations will be suspended so far as is reasonable, provided that the party will act reasonably and the party will not be liable for any failure which is could not reasonably avoid, but this will not affect the Customer's above rights relating to delivery

45. Where a situation evolves during the execution of any Services that requires an immediate resolution, it will be assumed by all parties that the remedial action taken at the time was done so with the best of intentions and as a least cost, quickest solution available at the time.
46. Unexpected damage to property during the execution of Services, so long as the damage was caused as a direct result of actions taken to execute the Contract and could in no way have been foreseen, costs of repair will be covered by the Customer unless agreed otherwise at the time.

## Included Liability

47. All works undertaken at a Customer's address, which have been pre-approved, shall be covered by our liability insurance, up to the value of Two Million Pounds Sterling.

## Excluding liability

48. The Supplier does not exclude liability for (i) any fraudulent act or omission, or (ii) for death or personal injury caused by negligence or breach of the Supplier's other legal obligations. Subject to this, the Supplier is not liable for (i) loss which was not a reasonably foreseeable to both parties at the time when the Contract was made, or (ii) loss (eg loss of profit) to the Customer's business, trade, craft or profession which would not be suffered by a Consumer because the Supplier believes the Customer is not buying the Goods wholly or mainly for its business, trade, craft or profession.
49. If additional indemnity insurance is required, the Customer should ensure full cover is in place prior to the commencement of any Services. If there is no indemnity insurance in place, the Company will not accept any claim or suggestion that it acted inappropriately.

## Rental or temporary use & Cancellation of the same.

50. Any correspondence where there is positive inferences to the event will be considered as a booking or requirement for goods or services, and may be used as evidence for payment demands.
51. Where goods or services are required for a temporary time frame, the cost for such goods and services must be paid in full no later than 14 days prior to the required time.
52. A cancellation can only be considered for a full refund if no costs have been incurred in the preparation for the event / rental period.
53. An application for cancellation will only be considered when in excess of 14 days prior to the event commencement date.

54. In the event of a cancellation request being accepted, all third party fees must be paid in full unless their terms allow otherwise. The Company fees and charges may be negotiated up to 50%.
55. Under no circumstances can a cancellation request be considered within 14 days of the event commencement date, hitherto all fees must be paid in full without delay.

## Governing law, jurisdiction and complaints

56. The Contact (including and non-contractual matters) is governed by the law of England and Wales.
57. Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the Customer lives in Scotland or Northern Ireland, in the courts respectively Scotland and Northern Ireland.
58. We try to avoid any dispute, we deal with complaints by inviting the aggrieved parties into a full and open discussion, to cover their expectations of Goods and Services Vs our intentions for Goods and Services.  
Where possible, we will provide a reasonable attempt to replace Goods or provide additional Services at as fair a price as is possible in order to meet the agreed terms of any written proposal that the Order was based on.
59. In the absence of any proposal document, it will be assumed that all parties acted in good faith, so any solution presented will be given full and fair consideration. Also in the absence of a proposal document (which fully outlines the Customer's requirements or concerns) or full system design, there can not be any suggestion that either party was fully informed.
60. Complaints about functionality or suitability can only be entertained if an approved proposal document has been agreed upon prior to the placement of an Order.