

WEBSITE TERMS AND CONDITIONS for www.hpsmerchant.co.uk

These terms and conditions govern your use of our website. Our terms have been provided and approved by [legal documents](#) provider LegalCentre.co.uk. Please read the terms in full before you use this Website. If you do not accept these terms, please do not use this Website. Using the Website implies that you accept these terms. We do occasionally update these terms so please refer back to them in the future.

1. SITE ACCESS

- 1.1 You will be able to access the majority of this Website without having to register any details with us. However, particular areas of this Website will only be accessible only if you have registered.

2. USE OF WEBSITE

- 2.1 You are permitted to use our website for your own purposes and to print and download material from this Website provided that you do not modify any content without our consent. Material on this website must not be republished online or offline without our permission.
- 2.2 The copyright and other intellectual property rights in all material on this Website are owned by us or our licensors and must not be reproduced without our prior consent.
- 2.3 Subject to paragraph 2.1, no part of this Website may be reproduced without our prior written permission.

3. SITE UPTIME

- 3.1 We take all reasonable steps to ensure that this Website is available 24 hours every day, 365 days per year. However, websites do sometimes encounter downtime due to server and, other technical issues. Therefore we will not be liable if this website is unavailable at any time.
- 3.2 This Website may be temporarily unavailable due to issues such as system failure, maintenance or repair or for reasons beyond our control. Where possible we will try to give our visitors advance warning of maintenance issues but shall not be obliged to do so.

4. VISITOR CONDUCT

- 4.1 With the exception of personally identifiable information, the use of which is covered under our **Privacy Policy** (www.hpsmerchant.co.uk/terms-of-use) any material you send or post to this Website shall be considered non-proprietary and not confidential. Unless you advise to the contrary we will be free to copy, disclose, distribute, incorporate and otherwise use such material for any and all purposes.
- 4.2 When using this website you shall not post or send to or from this Website any material:
- (a) for which you have not obtained all necessary consents;
 - (b) that is discriminatory, obscene, pornographic, defamatory, liable to incite racial hatred, in breach of confidentiality or privacy, which may cause annoyance or inconvenience to others, which encourages or constitutes conduct that would be deemed a criminal offence, give rise to a civil liability, or otherwise is contrary to the law in the United Kingdom;
 - (c) which is harmful in nature including, and without limitation, computer viruses, Trojan horses, corrupted data, or other potentially harmful software or data.
- 4.3 [We will fully co-operate with any law enforcement authorities or court order requiring us to disclose the identity or other details of any person posting material to this website in breach of **Paragraph 4.2.**]

5. LINKS TO AND FROM OTHER WEBSITES

- 5.1 Any links to third party websites located on this Website are provided for your convenience only. We have not reviewed each third party website and have no responsibility for such third party websites or their content. We do not endorse the third party websites or make representations about them or any material contained in them. If you choose to access a third party website linked to from this Website, it is at your own risk.
- 5.2 If you would like to link to this Website, you may only do so on the basis that you link to, but do not replicate, any page on this Website, and subject to the following conditions:
- (a) you do not in any way imply that we are endorsing any services or products unless this has been specifically agreed with us;

- (b) you do not misrepresent your relationship with us or present any false information about us;
- (c) you do not link from a website that is not owned by you; and
- (d) your website does not contain content that is offensive, controversial, infringes any intellectual property rights or other rights of any other person or does not comply in any way with the law in the United Kingdom.

5.3 If you choose to link to our website in breach of Paragraph 5.2 you shall fully indemnify us for any loss or damage suffered as a result of your actions.

6. DISCLAIMER

6.1 We take all reasonable steps to ensure that the information on this Website is correct. However, we do not guarantee the correctness or completeness of material on this Website. We may make changes to the material on this Website at any time and without notice. The material on this Website may be out of date, or on rare occasions incorrect and we make no commitment to ensure that such material is correct or up to date.

6.2 The material at this Website is provided without any conditions or warranties of any kind. To the maximum extent permitted by law, we provide access and use of this website on the basis that we exclude all representations, warranties and conditions which but for these Terms may have effect in relation to this Website.

7. EXCLUSION OF LIABILITY

7.1 Neither we nor any other party (whether or not involved in producing, maintaining or delivering this Website), shall be liable or responsible for any kind of loss or damage that may result to you or a third party as a result of your or their use of our website. This exclusion shall include servicing or repair costs and, without limitation, any other direct, indirect or consequential loss, and whether in tort or contract or otherwise in connection with this Website.

7.2 Nothing in these Terms shall exclude or limit liability for (i) death or personal injury caused by negligence (as defined by the Unfair Contract Terms Act 1977); (ii) fraud; (iii) misrepresentation as to a fundamental matter; or (iv) any liability which cannot be excluded or limited under the law of the United Kingdom.

8. GOVERNING JURISDICTION

This Legal Notice shall be governed by and construed in accordance with English law. Any dispute(s) arising in connection with this Legal Notice are subject to the exclusive jurisdiction of England and Wales.

9. OUR DETAILS

Our business's name is: HPS Heating Plumbing Supplies

Our business address is: Unit W, Rich Industrial Estate, Avis Way, Newhaven, East Sussex, BN9 0DU.

Our VAT registration is: 780 7046 23

Our contact details are: Tel: 01273 511100, Fax: 01273 511109

CONDITIONS OF SALE

Unless otherwise agreed in writing the following Conditions will govern our relationship in supplying goods ordered from us notwithstanding anything to the contrary in customer documentation. No variations will be effective unless expressly agreed to in writing. The benefits and guarantee offered under this contract are those provided to us by our suppliers.

1. DELIVERY DATE

Whilst every effort will be made to comply with delivery dates requested by customers we accept no liability whatsoever arising from any late or nondelivery of goods.

2. PRICES AND QUOTATIONS

Unless otherwise specifically stated all prices quoted are subject to variation without notice and those chargeable will be those ruling on date of despatch. Any obvious clerical errors in quotations and/or invoices are subject to correction.

3. ACCOUNTS

Approved credit accounts are opened on a strictly NETT monthly account basis. In the case of all credit sales payment is due no later than the last day of the month following the month of delivery. We reserve the right to refuse delivery and to charge interest of 2% above Barclays Bank PLC day to day Base Rate per month on any overdue accounts.

4. DAMAGE AND SHORTAGE

All goods should be inspected on receipt and any damage or shortage noted on the acceptance note or notified to us in writing within 24 hours of delivery. If no such notification is made then the customer is deemed to have accepted the goods as complying in all respects with his order.

5. DEFECTIVE GOODS

Admitted defective goods will be replaced free of charge during the period of the Manufacturer's warranty (if any) but all such goods must be returned to us and we shall be under no liability save for such warranty. Without prejudice to any other exceptions of liability hereunder, under no circumstances will:

(a) we be under any liability whatsoever for any consequential loss or damage claimed or suffered by the customer and

(b) our liability in respect of goods ordered exceed the invoiced value of those goods to the customer.

6. RETURN OF GOODS

Goods will be accepted for return only with our prior agreement and against our 'acceptance of return' documentation. In the absence of such agreement, drivers have no authority to accept goods for return. We are unable to accept return of any goods which have been specially obtained from the manufacturers and that fall outside of our normal stock range.

7. TITLE OF GOODS

Risk of loss or damage to goods shall lie with the customer from the time goods are collected from our premises or from the time of delivery to the customer's address but title to any such goods shall not pass until payment is made to us in full save that the customer may resell the goods to third parties in the normal course of business as principal and not as our agent and in this event shall hold the proceeds of resale in trust for us.

8. APPLICATION INSTRUCTIONS

All recommendations, instructions and advice given by us or by our representatives as to the use, storage or application of goods are given without liability on the part of the Company or its representatives.

9. FORCE MAJEURE

We reserve the right to cancel or suspend any agreement with the customer for the delivery of goods without liability on our part if we are prevented from obtaining and/or supplying goods by reason of any matter beyond our reasonable control.

10. HEALTH AND SAFETY

Some products supplied by us could cause health and safety risks. Information on these products is available from us. You agree that you will ensure compliance as far as possible by your employees and customers with any instructions given by the manufacturer or us regarding health and safety and will take any other precautions, with regard to the nature of the goods that are necessary to protect the health and safety of person(s) handling, using or disposing of them.

11. MEASURES

We may supply goods in either metric or imperial measure in the nearest equivalent to that ordered. Goods may be charged in metric measure allowing for conversion.