

IMakeWebSites Ltd is registered in England and Wales.  
Reg. Office: 1 Lathom Avenue Morecambe LA4 5XR Reg No. 05664059

NB: [www.onlineboxes.co.uk](http://www.onlineboxes.co.uk) is a trading arm of IMakeWebSites Ltd.  
20090820

## Terms & Conditions

1 In these conditions the following terms shall have the following meanings:

'Seller' and or ' Company' means IMakeWebSites Limited (trading as Online Boxes)

'Buyer' and or 'Customer' means any person or business or organisation whose Order is accepted by the Company

'Contract' means any contract for the supply of Goods or Services by the Company to the Customer

'Goods' means any goods forming the subject of this contract including parts and components of or materials incorporated in them

'Services' means any services forming the subject of this contract

## Quotation

2 Quotations by the Company unless otherwise stated in them shall be open for acceptance within 30 days of the date of the quotation.

## Existence of Contract

3.1 No Contract shall come into existence until the Customer's order (however given) is accepted by the earliest of:

the Company's written acceptance

delivery of the Goods or Services, or

the date of issue of the Company's invoice

3.2 These Terms and Conditions shall be incorporated in the Contract to the exclusion of any terms or conditions stipulated or referred to by the Customer.

3.3 No variation or amendment of this document or oral promise or commitment related to it shall be valid unless committed to writing and signed by or on behalf of both parties.

## Prices and Stock availability and Delivery

4.1 The Seller does not guarantee to have all items in stock at all times.

4.2 The Prices for the Goods or Services include VAT.

4.3 Delivery fees, handling fees and administration costs are incurred for every order accepted. Delivery and handling fees may be discounted or waived in some circumstances which may change from time to time and will be advertised on [www.onlineboxes.co.uk](http://www.onlineboxes.co.uk).

4.3 Delivery fees may be varied subject to our carrier's terms and conditions. The Company shall have the right to adjust its delivery, handling and administration prices before an order is dispatched for any increase in the standard price of transit due to a customer's delivery address, or after an order is accepted due to a customer's non availability to accept a delivery if this results in additional costs of any sort to the company.

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## Payment

5 Payment is carried out through the designated gateway and merchant account provider.

## Scope of Contract

Under no circumstances shall the Company have any liability of whatever kind for:

6.1 any defects resulting from wear and tear, accident, improper use by the Customer or use by the Customer except in accordance with the written instructions or advice of the Company or the manufacturer of any Goods or Services.

6.2 any Goods or Services that have been adjusted, modified or repaired except by the Company.

6.3 the suitability of any Goods or Services for any particular purpose or use under specific conditions whether or not the purpose or conditions were known or communicated to the Company.

6.4 any substitution by the Company of any materials or components not forming part of any specification of the Goods or services agreed in writing by the Company.

6.5 any descriptions, illustrations, specifications, figures as to performance, drawings and particulars of weights and dimensions submitted by the Company or contained in the Company's catalogues, price lists or elsewhere since they are merely intended to represent a general idea of the Goods or Services and not to form part of the Contract or to be treated as representations.

6.6 any technical information, recommendations, statements or advice furnished by the Company, staff or agents not given in writing in response to a specific written request from the Customer before the Contract is made; or

6.7 any variations in the quantities or dimensions of any Goods or Services or changes of their specifications or substitution of any materials or components, if the variation or substitution does not materially affect the characteristics of the Goods or services, and the substituted materials or components are of a quality equal or superior to those originally specified.

## Extent of Liability

7.1 Without prejudice to the generality of the foregoing provisions the Seller shall not in any event be liable to the Buyer in contract or tort or otherwise for any indirect or consequential loss or damage whenever or howsoever arising.

7.2 The Company shall have no liability to the Customer for any loss or damage of any nature arising from any breach of any express or implied warranty or condition of the Contract or any negligence, breach of statutory or other duty on the part of the Company or in any way of or in connection with the performance of or failure to perform the Contract except for death or personal injury resulting from the Company's negligence, and expressly stated in these conditions.

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7.6 The delivery of any repaired or replacement Goods or Services shall be to the Customer's premises or other delivery point specified for the original Goods or Services.

7.7 Where the Company is liable in accordance with this condition in respect of only some or part of the Goods or Services the Contract shall remain in full force and effect in respect of the other or other parts of the Goods or Services and no set-off or other claim shall be made by the Customer against or in respect of such other or other parts of the Goods or Services.

7.8 No claim against the Company shall be entertained for any defect arising from any design or specification provided or made by the Customer or if any adjustment, alteration or other work has been done to the Goods or Services by any person except the Company.

7.9 In no circumstances shall the liability of the Company to the Customer under this condition exceed the invoice value of the Goods or Services.

7.10 The Company shall not be bound by any warranty or representation given by or made on its behalf unless specifically stated in writing and expressly signed stating it is to be incorporated in these Terms and Conditions.

#### Incorrect, Damaged, Missing or Defective Items

8.1 If the Customer establishes that any Goods or Services have not been delivered, have been delivered damaged, are not of the correct quantity or do not comply with their description then they should notify the Company Helpline within 24 hours and the Company shall, investigate and at its option may:

8.1.1 replace with similar Goods or Services any Goods or Services which are missing, lost or damaged or do not comply with their description; or

8.1.2 accept the return of the goods and credit the Buyer with the price thereof; or

8.1.3 make the Buyer an allowance being the difference between the value of the goods at the time of the complaint by the Buyer and the invoice price.

8.2 If the Customer establishes that any Goods or Services are defective the Customer must return those Goods or Services forthwith, at its own cost, to the Company which will be repaired or replaced at the Company's discretion and according to manufacturers warranty. If the Goods or Services cannot be replaced or repaired within 2 months of the Company's receipt thereof the Company may credit the Customer in part or in full at its own discretion.

8.3 If the Customer returns to the Company any Goods or Services for repair and some are found to be fault free then the Company may, at its own discretion, charge the Customer for its reasonable handling costs.

#### General

9.1 The Company may sub-contract the performance of this Contract completely or in part.

9.2 The Customer shall not assign or (without first obtaining the Company's written consent) sub-let these Terms and Conditions or the Contract in whole or in part and it shall be a condition of any such consent to any sub-letting of these Terms and Conditions or the Contract that the Customer shall:

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ensure and be responsible for the compliance by any sub-contractors with the terms of this Contract;  
include in the sub-contract provisions consistent with these Terms and Conditions for the benefit of and  
enforceable by the Company; and  
furnish the Company with copies of any sub-contract upon the Company's request at any time.

9.3 The Company may at its discretion suspend or terminate the supply of any Goods or Services if the Customer fails to make any payment when and as due or otherwise defaults in any its obligations under this Contract or any other contract with the Company or becomes insolvent, has an administrative receiver appointed of its business or is compulsorily or voluntarily wound up or the Company shall be discharged of any liability in respect of the Customer's property.

9.4 If the Goods or Services are manufactured in accordance with any design or specification provided or made by the Customer the Customer shall compensate the Company in full on demand for all claims, expenses and liabilities of any nature in connection with them, including any claim, whether actual or alleged, that the design or specification infringes the rights of any third party.

9.5 All materials, drawings, specifications and other data provided by the Company shall remain its property except for any which is expressly agreed to be included in the Goods and Services.

#### Title

10.1 The Company shall transfer only such title or rights in respect of the Goods or Services as the Company has and if the Goods or Services are purchased from a third party shall transfer only such title or rights as that party has transferred to the Company.

10.2 Notwithstanding the earlier passing of risk, title in the Goods or Services shall remain with the Company and shall not pass to the Customer until the amount due under the invoice (including interest and cost) has been paid in full.

10.3 Until title passes the Customer shall hold the Goods or Services as bailee for the Company and shall store or mark them so that they can at all times be identified as the property of the company.

10.4 The Company may at any time before title passes and without any liability to the Customer repossess and dismantle and use or sell all or any of the Goods or Services and by doing so terminate the Customer's right to use, sell or otherwise deal in them and (for that purpose or determining what if any Goods or Services are held by the Customer and inspecting them) enter any premises of or occupied by the Customer.

10.5 The Company may maintain an action for the price of any Goods or Services notwithstanding that title in them has not passed to the Customer

10.6 The Customer shall not at any time whether before or after the termination of this Contract divulge or use any unpublished technical information deriving from the Company or any other confidential information in relation to the Company's affairs or business method of carrying on business.

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### Cancellation

11.1 Orders for Goods or Services which have to be manufactured specifically for the Customer will be charged in full unless written notice of cancellation is received not later than 2 weeks before the expected delivery date quoted in the Company's or its supplier's order, provided manufacture of them or any components for them has not commenced at the date of that notice.

11.2 Once goods have been delivered as per the Distance Selling Regulations, customers have the right to cancel the contract at any time up to 7 working days starting the day after delivery. The Customer must return the products back to a delivery address specified by us at their own cost, unused and undamaged with their original packaging. In this case, a full refund for those goods returned to us will be made.

The customer has a duty of care while the goods are in their possession, and they are the Customer's responsibility until the goods have been received at the designated return address.

### Force Majeure

12 The Company shall not be liable for any act or omission arising which shall render performance of the Contract impossible or shall in any way have the effect of frustrating the common cause where such act or omission is beyond the control of either the Company or the Customer or was not reasonably foreseeable by them. Such acts or omissions shall have the effect of automatically terminating the contract.

### Law and Jurisdiction

13 These Terms and Conditions shall in all respects be construed and interpreted in accordance with the Law of Contract in England and Wales notwithstanding the effect of the law of the European Union. Where the Company and the Customer have contracted to perform in England and Wales or Scotland the competent Court of Jurisdiction shall be the High Court of England and Wales.

### Notices

14 Any notice given under this Contract shall be in writing and may be served personally, by registered or recorded delivery mail, facsimile transmission or by any other means which any party specifies by notice to the other.

A notice shall be deemed to have been served:

- if it was served in person, at the time of service,
- if it was served by post, the day after the day after posting,
- if it was served by facsimile transmission, at the time of transmission.