

# Wefitrpe Ltd

## Standard Terms and Conditions of Sale (products)

All sales effected by Wefitrpe Ltd ("the Company") shall be made on the following terms and conditions.

For the avoidance of doubt the Company shall assume, in the absence of any indication to the contrary and by the purchaser's continuing instruction to contract with the Company, that the purchaser accepts these terms in their entirety.

### 1. Prices

All goods are invoiced at the ruling price on date of despatch and are exclusive of VAT which shall also be payable **2.**

### Payment Terms

**As a Training Provider we do not hold any goods in stock but are able to order consumables through manufactures/suppliers.**

**Payments for Goods supplied are to be taken at the point of sale or unless arranged/depending on credit status.**

Payment for Face Fit Testing/Training provided shall be due **30 days** from the Date of the invoice in respect thereof. However, all Face Fit Testing/Training Certificates shall be withheld until payment has been received.

### 3. Special Delivery

Any cost incurred by requesting a special method of despatch will be payable in full by the purchaser and charged on the invoice.

### 4. Non-Delivery or shortages

Whilst the Company makes every effort to ensure that goods are delivered on the specified date, any time or date named by the Company for delivery is given and intended as an estimate only. Time of delivery shall not be of the essence and the Company will not be liable to make good any loss or damage whatsoever arising directly or indirectly out of delay in delivery howsoever caused and the purchaser will be obliged to accept delivery notwithstanding such delay. In the case of non-delivery of goods, written notice must be given to the Company within seven days of the invoice date.

### 5. Return of goods

No goods shall be returned to the Company without prior written agreement of an authorised representative of the Company. Where prior agreement has been reached on the return of goods no carriage and/or packing charges will be credited.

### 6. Liability and Limitation

(i) The Company shall be relieved of liability for any loss or damage if and to the extent that such loss or damage is caused by any cause or event which the Company is unable to avoid and the consequence of which the Company is unable to prevent by the exercise reasonable diligence. (ii) Subject to condition 6(i) the Company's liability howsoever arising and notwithstanding that the cause of loss or damage be unexplained shall not exceed the value of any goods lost or damaged. The Company shall not in any circumstance what so ever be liable for indirect or consequential loss including (but not limited to) loss of profits, loss of market or the consequences of delay or damage whatsoever.

### 7. Guarantee

All products are supplied in good faith and are guaranteed against material defect and faulty workmanship. The Company shall not be responsible for claims arising from misuse or misapplication of the goods by the purchaser or any employee of the purchaser.

### 8. Retention of Title

The risk in the goods shall pass from the seller to the buyer upon delivery of such goods to the buyer. However, notwithstanding delivery and passing of the risk in the goods, title and property in the goods, including full legal and beneficial ownership, shall not pass to the buyer until the seller has received in cash or cleared funds payment in full for all goods

delivered to the buyer under this and all other contracts between the seller and the buyer for which payment of the full price of the goods there under has not been paid. Payment of the full price of the goods shall include the amount of any interest or other sum payable under the terms of this and all other contracts between the seller and the buyer under which the goods were delivered.

Until the full payment has been made, your company holds the goods as Bailee but Wefitrpe Ltd, have no responsibility in respect of the safety of the goods, accordingly your Company should insure the goods against all relevant risks.

When your Company sells the goods, it does so as agents of Wefitrpe Ltd until payment is made.

If any payment is overdue in whole or in part, Wefitrpe Ltd or its nominated representatives may receive or re-sell the goods or any part of them and may enter upon your Company's premises for that purpose. Such payments shall become due upon the commencement of any act or proceeding in which your Company's solvency is involved.

### 9. Governing Law

These Terms and Conditions shall be governed by English Law and both parties agree to submit to the jurisdiction of the English courts.

### 10. Data Protection

As a Training Provider, all Candidates/Employers details are stored for 5 years on a secure Data Base and by accepting our terms you are automatically in agreement with this. These records may be shared with other Training Providers or for verification of Certification use only, they will not be shared with any third party for Financial/Commercial gain and can be removed at any time if the individual(s) so wish by informing us in writing. For further details please read our Data Protection Policy attached.

### Supply of Training/Fit Testing

Our terms are **30 days** from date of invoice, Face Fit/Training Certificates will not be released until payment has been received. If payment is late we reserve the right to apply a **£40 admin charge and 8% levy** as per legislation. Re-issuing of any Certification will incur an administration fee of **£5 per Certificate**. Any cancellations **24 hours** before agreed date for the Face Fit Testing/Training to take place will incur a **25%** (of invoice value) charge.

### Open Training Courses

Places on training courses will not be confirmed until payment has been received, should you be unable to attend this is non-refundable (although another candidate can be sent in place).