

## Terms and Conditions of Sale – The Jericho Foundation

In these conditions, except where the context otherwise requires, the following words shall have the meanings set opposite each respectively:-

The Charity

- The Jericho Foundation Registered Charity No : 1037084 Charity Reg No : 2845852 Vat Reg : 224 8594 87

The Customer

- the person, firm or Company with whom or with which the Charity contracts subject to these conditions.

The Contract

- the Contract made or to be made between the Charity and the Customer subject to these Conditions.

The Goods

- the goods and services, the subject matter of the Contract.

**1 General** Any quotation whether written or oral, submitted by the Charity, shall be deemed to be an invitation to treat and not an offer.

The placing by the Customer of any order whether written or oral whether or not any quotation may have been submitted by the Charity, shall constitute an offer by the Customer and the Contract shall not be taken to have come into subsistence unless and until acceptance by the Charity of the Customer's offer shall have been communicated to the Customer.

**2 Prices** All prices are quoted by this Charity as at the price ruling at the date of the quotation. All prices are quoted exclusive of VAT unless specified to be inclusive of VAT, Zero rated or Vat Exempt

**3 Delivery** Time of delivery is given as accurately as possible but it is not guaranteed and any time for delivery specified by the Customer to the Charity shall not be of the essence of the Contract. Date of delivery shall in every case be dependent upon receipt of all necessary information, final instructions or approvals being obtained from the Customer. Alterations by the Customer in design, specifications or quantities required may result in delay of delivery.

**4 Risks and Title** Risk shall pass to the Customer when the goods or the relevant part thereof leave the premises of the Charity for delivery to the Customer or when the goods or the relevant part thereof leave the premises of the suppliers to the Customer where the goods are dispatched direct from such suppliers premises to the Customer.

Title in the goods shall pass to the Customer when payment in full for the said goods has been made under the Contract relating thereto and the Customer shall permit the servants or agents of the Charity to enter onto the Customer premises and to repossess the goods and any time prior thereto.

The customer shall only be at liberty to re-sell the goods purchased from the Charity prior to the passing of title on the understanding that if it does sell the goods then it will hold in trust for the Charity as much of the proceeds of sale received by it under contracts which include any of the goods hereby sold either in their original or altered state as necessary to discharge payment in full to the Charity.

**5 Repudiation** Where the Charity having fulfilled its obligations, the Customer has failed to pay the full price in accordance with the terms of payment, the Charity may give notice in writing to the Customer that it treats the Contract as repudiated. The Customer shall thereupon hold the products for collection by the Charity. Repudiation shall not prejudice the Charity's right to compensation for actual or anticipated expenses and loss of profit.

**6 Terms of Payment** Unless otherwise agreed by the Charity in writing the entire price of the Contract inclusive of VAT and all costs of carriage shall be due and payable on delivery of the goods.

**7 Leasing** Where the Customer intends to lease the goods or take the same on hire purchase or similar transaction from the third party, the Charity shall not be advised to take any further steps to implement this contract until a binding agreement between the Customer and the third party is produced and accepted by the Charity. Such arrangement with a third party will not in any way relieve the Customer of his obligations under the terms of this Contract.

**8 Insolvency** If the Customer shall become bankrupt or insolvent or compound with creditors or proceedings are commenced for the liquidation of the Customer (other than for a voluntary winding up for the purpose of reproduction or amalgamation) or if a receiver or manager is appointed of all or any part of its assets or undertaking the Charity shall be entitled to cancel the Contract in whole or in part by notice in writing without prejudice to any right or remedy accrued or accruing to the Charity.

**9 Force Majeure** Neither party shall be liable for any delay, loss or damage caused wholly or in part by Act of God, Governmental restriction, condition or control or by reason of any act done pursuant to a trade dispute, whether such dispute involves its servants or not, or by reason of any act, matter or thing beyond its reasonable control.

**10 Assignment** The Contract is personal to the Customer who shall not assign or in any way part with the benefit thereof without the Charity's prior written consent.

**11 Indemnities and Liabilities** The Charity shall not be liable under any circumstances whatsoever for any loss of profit, loss of contract or any other consequential loss or damage suffered or incurred by the Customer, including, but not limited to, loss due to computer viruses or by external tampering over the internet. The Charity will indemnify the Customer in respect of claims for personal injury or death resulting from the negligence of personnel involved in the performance of this contract.

**12 Notices** Any notice required to be given in writing under this Contract shall be served by first class post addressed to the registered office or the part for which it is intended, or to such other address as may be notified in writing for the purpose, and shall be deemed to have been received in the ordinary course of post. In proving service, it shall be sufficient to show that the envelope containing the notice was duly addressed, stamped and posted.

**13 Email marketing** The Charity may retain data on the Customer which may be used in future email marketing campaigns run by the Charity. If the Customer wishes their data not to be used in this way, then they should write to the Charity explaining that they wish to opt out of any future email marketing.

**14 Legal** The contract shall be governed and interpreted exclusively according to the Law of England and shall be subject to the jurisdiction of the English Courts only.