

# SERVICES PRICE LIST 2020

## DELIVERING PUMPED SOLUTIONS

### CALL OUT CHARGES

	NORMAL HOURS Monday–Friday 6am–5.30pm		OUT OF HOURS Monday–Friday 5.30pm–10pm & Saturday 6am–10pm		OUT OF HOURS Sunday, Bank Holidays & All night work after 10pm – 6am	
	One man team	Two man team	One man team	Two man team	One man team	Two man team
<b>SERVICE AGREEMENT HOURLY RATES</b>	£76	£99	£99	£129	£114	£149
<b>NON-SERVICE AGREEMENT HOURLY RATES</b>	£99	£129	£129	£168	£149	£194

**Call out charge** – in addition to the above all non-service agreement rates are subject to a £100 call out charge.

### TERMS & CONDITIONS

#### Hourly charge applies to:

- Travel time to site
- Time spent on site
- Travel time back to the office

#### Mileage charge (£1.20 per mile)

The mileage charge covers fuel, insurance, and vehicle wear and tear for travel to and from site. Congestion charges, toll charges and parking fees will be charged where applicable.

#### Equipment / Materials

- All equipment / materials are excluded and will be charged in line with our current published price list.

#### General

- A minimum of four hours is chargeable for all callouts.
- Service agreement rates only apply to products covered by a current service agreement.
- VAT is excluded on all of the above rates and is chargeable at the current rate.
- Edincare Terms and Conditions apply, see overleaf.

## 24/7 Emergency call outs

We offer support 24 hours a day, 7 days a week, nationwide to help you with your pumped and drainage emergencies. With our fleet of service vehicles nationwide, we can respond to emergencies quickly.

#### PROJECT SERVICES

Site surveys  
Project design  
Installations  
Refurbishments

#### AFTERSALES SERVICES

Planned servicing  
Emergency callouts  
Commissioning  
Monitoring

#### DRAINAGE SERVICES

Tankering  
Jetting  
Drainage CCTV

**Omni Pump International Limited t/a Edincare Pumps and Edincare Drains Standard Terms and Conditions for the Supply of Goods and Services.**

**The Customer's attention is drawn in particular to the provisions of clause 15.**

## 1. Interpretation

- 1.1 Definitions:  
In these Terms and Conditions the following expressions shall have the following meanings:  
**"Business Day"**: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.  
**"Customer"**: the person or firm who purchases the Goods and/or Services from Edincare.  
**"Conditions"**: the terms and conditions set out in this document as amended from time to time in accordance with clause 22.3.  
**"Contract"**: the contract between Edincare and the Customer for the sale and purchase of the Goods and/or Services in accordance with these Conditions and any Service Agreement between Edincare and the Customer.  
**"Deliverables"**: the deliverables set out in the Order produced by Edincare for the Customer.  
**"Edincare"**: Omni Pump International Limited t/a Edincare Pumps and Edincare Drains (registered in England and Wales with company number 02812959 and having its registered office at 52 High Street, Pinner, Middlesex HA5 5PW.  
**"Edincare Materials"**: has the meaning given in clause 11.1.8.  
**"Equipment Schedule"**: the Equipment Schedule that forms part of the Service Agreement.  
**"Force Majeure Event"**: an event or circumstance beyond a party's reasonable control.  
**"Goods"**: the goods (or any part of them) set out in the Order.  
**"Intellectual Property Rights"**: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extension of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.  
**"Order"**: the Customer's order for the Goods and/or Services as set out in either the Customer's purchase order form, the telephone order placed by the Customer, the Customer's written acceptance of Edincare's quotation, the Service Agreement or such other form of order, as the case may be.  
**"Service Agreement"**: the Edincare Service Agreement issued by Edincare to the Customer pursuant to which the Customer can enter into a fixed term agreement for Edincare to provide ongoing Services to the Customer.  
**"Service Call Report"**: means the report completed by Edincare staff while on site providing the Services.  
**"Services"**: the services including but not limited to tankering, waste removal, jetting, drainage CCTV, installations, refurbishments, planned servicing and emergency call-outs, commissioning, including the Deliverables, supplied by Edincare to the Customer further details of which are set out in the Service Specification.  
**"Service Specification"**: the description or specification of the Services provided by Edincare to the Customer which is set out in the Service Agreement including, but not limited to, the Schedule of Works which forms part of the Service Agreement and/or any other literature of Edincare which sets out details of the Services.  
**"Special Orders and And "Bespoke Items"**: include items (a) not listed in Edincare's catalogue or other Edincare literature; or (b) products or goods where a tailored solution is required due to the non-standard functionality of the system or (c) products manufactured specifically to Customer requirements including but not limited to custom size tanks, non-stock pumps/control equipment, inlet size and positions.  
**"Tariff Schedule"**: means Edincare's price list including its hourly rates as displayed at www.edincare.com which price list may be updated by Edincare from time to time.

## 1.2 Interpretation:

- 1.2.1 a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.  
1.2.2 any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.  
1.2.3 a reference to **writing** or **written** includes faxes and emails.

## 2. Basis of contract

- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.  
2.2 An Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions. The Customer is responsible for ensuring that the terms of any Order and any applicable specification or custom requirements that the Customer has given to Edincare are complete and accurate.  
2.3 An Order shall only be deemed to be accepted when Edincare issues a written acceptance of the Order, at which point the Contract shall come into existence.  
2.4 Where a Service Agreement is issued to a Customer by Edincare it constitutes a quotation only and shall not constitute an offer. The return by the Customer of a signed Service Agreement shall constitute an offer to Edincare by the Customer to purchase the Services on the terms contained in the Service Agreement and these Conditions. The offer shall only be deemed accepted when Edincare issues written confirmation to the Customer or commences to provide the Services, whichever is the earlier.  
2.5 All of the provisions of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.  
2.6 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.  
2.7 Any samples, drawings or advertising produced by Edincare and any descriptions or illustrations contained in Edincare's literature including but not limited to catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods and/or Services referred to in them. They shall not form part of the Contract nor have any contractual force.  
2.8 All weights, measurements, dimensions, drawings, capacities, specifications and other particulars contained in Edincare's literature or other information or technical assistance given by Edincare is given in good faith and by way of general guidance only. No information supplied by Edincare constitutes a warranty or guarantee or recommendation as to the suitability of the Goods and/or Services for any purpose whatsoever.  
2.9 A quotation for the Goods and/or Services given by Edincare shall not constitute an offer. A quotation shall only be valid for the period stated in that quotation or if no period is stated then for a period of 20 Business Days from its date of issue.

## 3. Goods

- 3.1 The Goods are described in Edincare's literature including but not limited to the respective product catalogue or brochure as modified by any applicable specification provided by the Customer or any custom requirements of the Customer.  
3.2 Edincare reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements or for the purposes of product development.  
3.3 It is the responsibility of the Customer to ensure that any specification or details provided by the Customer for Special Orders or Bespoke Products is correct and to ensure any such Special Orders or Bespoke Products will be suitable for the Customer's purposes.  
3.4 The Customer acknowledges in purchasing the Goods that the Customer is relying on its own skill and judgement and has not relied for this purpose on the skill or judgment or any representations of Edincare. The Customer acknowledges that the Goods are fit for the purpose for which they are intended to be used in reliance on the Customer's own skill and judgment and the Customer will indemnify Edincare against all liabilities,

costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by Edincare in connection with any claim made against Edincare that the goods are not fit for purpose by any Customer or sub-customer of the Customer.

## 4. Special orders, bespoke products and customer specifications

- 4.1 If Goods are supplied in accordance with the Customer's specifications the Customer shall be solely responsible for the accuracy and suitability of such specifications. If Edincare is making the Goods to specifications that the Customer has supplied the Customer shall be responsible for ensuring that any such specifications are correct and suitable for the Customer's purpose.  
4.2 To the extent that the Goods are to be manufactured in accordance with a specification supplied by the Customer, the Customer shall indemnify Edincare against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by Edincare in connection with any claim made against Edincare for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with Edincare's use of any specification or product requirements or details provided by the Customer. This Clause 4.2 shall survive termination of the Contract.

## 5. Compliance with regulatory or other approvals for the use or installation of the goods and the provision of the services

The Customer acknowledges that the use or installation of the Goods and the provision of the Services may require consent from a local authority or other regulatory body or a licence, permit or consent and it is the Customer's sole responsibility to establish whether such consent, approval, licence, permission or certification is required and to obtain the same.

## 6. Delivery of goods

- 6.1 Edincare shall ensure that each delivery of the Goods is accompanied by a delivery note that shows the date of the Order and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered.  
6.2 Edincare shall deliver the Goods to the location set out in the Order or such other location as the parties may agree ("**Delivery Address**") at any time after Edincare notifies the Customer that the Goods are ready.  
6.3 If the Customer wishes to collect the Goods then collection can be arranged by contacting Edincare prior to despatch of the Goods and making arrangements for their collection by the Customer.  
6.4 Delivery is completed on the arrival of the Goods at the Delivery Address or at the time of collection by the Customer where the Customer collects the Goods. The Customer is responsible for the unloading of the Goods at the Delivery Address.  
6.5 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence.  
6.6 If Edincare fails to deliver the Goods, its liability shall be limited to refunding the purchase price to the Customer to the extent the Customer has paid the purchase price to Edincare PROVIDED that Edincare shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event affecting the Customer or the Customer's failure to provide Edincare with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.  
6.7 If the Customer fails to take delivery of the Goods within three Business Days of Edincare notifying the Customer that the Goods are ready, then:  
6.7.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which Edincare notified the Customer that the Goods were ready; and  
6.7.2 Edincare shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).  
6.8 If ten Business Days after the day on which Edincare notified the Customer that the Goods were ready for delivery the Customer has not taken delivery of them, Edincare may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

- 6.9 Edincare may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 6.10 The Customer shall inspect the Goods as soon as possible after delivery and shall inform Edincare within 24 hours of delivery of the Goods of any missing parts, defective components or faulty products.

## 7. Guarantee relating to goods

- 7.1 Edincare warrants that on delivery, and for a period of 12 months from the date of invoice ("**guarantee period**"), the Goods shall:
- 7.1.1 conform in all material respects with their description and any applicable specification provided by the Customer which has been agreed by Edincare; and
- 7.1.2 be free from material defects in design, material and workmanship.
- 7.2 Subject to clause 7.3, if:
- 7.2.1 the Customer gives notice in writing to Edincare during the guarantee period and within a reasonable time of discovery that some or all of the Goods do not comply with the guarantee set out in clause 7.1; and
- 7.2.2 Edincare is given a reasonable opportunity of examining such Goods; and
- 7.2.3 the Customer (if asked to do so by Edincare) returns such Goods to Edincare's place of business at the Customer's cost,
- Edincare shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 7.3 Edincare shall not be liable to the Customer whether pursuant to the guarantee or otherwise for the Goods' failure to comply with the warranty set out in clause 7.1 or for any other liability relating to the Goods in any of the following events:
- 7.3.1 the Customer makes any further use of such Goods after giving notice in accordance with clause 7.2;
- 7.3.2 the defect arises because the Customer failed to follow Edincare's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
- 7.3.3 the defect arises or is caused in whole or in part because of the Customer's failure to service or inspect the Goods in accordance with Edincare's guidelines for servicing and inspection or (if there are none) the Customer's failure to follow good trade practice.
- 7.3.4 the defect arises as a result of the Customer failing to make repairs when identified and/or when advised by Edincare;
- 7.3.5 the defect arises or is exacerbated due to the Customer altering or repairing such Goods without the written consent of Edincare;
- 7.3.6 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
- 7.3.7 the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements; or
- 7.3.8 the Goods which have been selected and ordered by the Customer are not the correct Goods to achieve the purpose(s) for which the Customer ordered them.
- 7.4 Except as provided in this clause 7 Edincare shall have no liability to the Customer in respect of the Goods' failure to comply with the guarantee set out in clause 7.1.
- 7.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 7.6 These Conditions shall apply to any repaired or replacement Goods supplied by Edincare as well as to all new Goods.

## 8. Title and risk

- 8.1 The risk in the Goods shall pass to the Customer on completion of delivery.
- 8.2 Title to the Goods shall not pass to the Customer until Edincare receives payment in full (in cash or cleared funds) for the Goods and any other goods that Edincare has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums. Until such time as property in the Goods passes to the Customer the Customer shall hold the Goods as Edincare's fiduciary agent and bailee, and shall keep the Goods separate from those of the Customer and third parties and properly stored, protected and insured and identified as Edincare's property.
- 8.3 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 14.1, then,

without limiting any other right or remedy Edincare may have Edincare may at any time:

- 8.3.1 require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product; and
- 8.3.2 if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

## 9. Supply of services

- 9.1 Edincare shall supply the Services to the Customer in accordance with the Service Specification in all material respects.
- 9.2 Edincare shall use its reasonable endeavours to meet any performance dates for the Services specified in the Service Agreement or an Order, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 9.3 Where the Customer wishes to cancel any Services the Customer must give Edincare not less than three (3) Business Days notice of cancellation prior to any scheduled service visit. Failure to give not less than three (3) Business Days notice of cancellation shall result in the full cost of the Services being due from the Customer to Edincare
- 9.4 Edincare reserves the right to amend the Service Specification if necessary to comply with any applicable law or statutory requirement, or if the amendment will not materially affect the nature or quality of the Services, and Edincare shall notify the Customer in any such event.
- 9.5 Edincare warrants to the Customer that the Services will be provided using reasonable care and skill.
- 9.6 Edincare shall provide the Customer with a Service Call Report in respect of the Services undertaken for the Customer.

## 10. Service agreements

- 10.1 Any Service Agreement that is entered into between Edincare and the Customer will commence on the date set out in that Service Agreement and will, subject to clause 14 and clause 18 of these Terms and Conditions, continue for the duration set out in the Service Agreement (**Initial Term**) and thereafter will continue automatically for further periods equal to the Initial Term (**Additional Term**) unless terminated:
- 10.1.1 by either party giving to the other not less than three months' prior written notice to terminate the Contract at the end of the Initial Term, or, as the case may be, the relevant Additional Term; or
- 10.1.2 by the Customer at any time giving written notice to Edincare and paying to Edincare the Service Charge calculated to the end of the Initial Term or the Additional Term as the case may be together with any sums outstanding at the date of termination.
- 10.2 It is the responsibility of the Customer to contact Edincare in order to book service visits at the intervals set out in the Service Agreement.
- 10.3 The servicing undertaken pursuant to the Service Agreement is limited to the routine servicing of the equipment set out in the Equipment Schedule in accordance with the Schedule of Works which shall be undertaken at the site address and at the intervals specified in the Service Agreement and such servicing does not include matters which are not routine servicing including but not limited to defects caused by incorrect fitting or erection, usage of third party equipment, abnormal conditions of working, accident, misuse, neglect or interference or attempted repairs or servicing by a third party. Works which are not routine servicing will not be undertaken by Edincare pursuant to the Service Agreement and the cost of such works will be charged for on a time and materials basis as set out in clause 12.2.

## 11. Customer's obligations

- 11.1 The Customer shall:
- 11.1.1 ensure the terms of the Service Agreement and/or Order and any information it provides are complete and accurate;
- 11.1.2 co-operate with Edincare in all matters relating to the Services;
- 11.1.3 provide Edincare, its employees, agents, consultants and subcontractors, with access to the Customer's premises or the site at which the Services are to be undertaken, office accommodation and other facilities as reasonably required by Edincare to supply the Services and keep all contact details given to Edincare up to date in order to facilitate the provision of the Services;
- 11.1.4 provide Edincare with such information and materials as Edincare may reasonably require in order to supply

- the Services, and ensure that such information is complete and accurate in all material respects;
- 11.1.5 if required by the Customer, prepare the Customer's premises or the site at which the Services are to be supplied for the supply of the Services in accordance with any instructions given by Edincare;
- 11.1.6 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start; comply with all applicable laws, including health and safety laws;
- 11.1.7 keep all materials, equipment, documents and other property of Edincare (Edincare Materials) at the Customer's premises in safe custody at its own risk, maintain the Edincare Materials in good condition until returned to Edincare, and not dispose or use the Edincare Materials other than in accordance with Edincare's written instructions or authorisation;
- 11.1.9 comply with all additional obligations set out in the Service Specification; and
- 11.1.10 Carry out in a timely manner any remedial work recommended by Edincare.
- 11.1.11 If Edincare's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default) then: without limiting or affecting any other right or remedy available to it, Edincare shall have the right to suspend the provision of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays Edincare's performance of any of its obligations;
- 11.1.13 Edincare shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Edincare's failure or delay to perform any of its obligations set out in this clause 10.2;
- 11.1.14 Edincare may charge the Customer for any re-arranged site visit or emergency call out following a Customer Default; and
- 11.1.15 The Customer shall reimburse Edincare on written demand for any costs or losses sustained or incurred by Edincare arising directly or indirectly from the Customer Default.

## 12. Price and payment

- 12.1 The price of the Goods:
- 12.1.1 Shall be the price set out in the Order, or, if no price is quoted, the price as set out in Edincare's published price list and any quotation then in force as at the date of delivery.
- 12.1.2 excludes amounts in respect of value added tax (VAT), which the Customer shall additionally be liable to pay to Edincare at the prevailing rate, subject to the receipt of a valid VAT invoice;
- 12.1.3 shall be due in accordance with the terms of these Conditions in respect of all Goods ordered by the Customer regardless of whether they are delivered to the Customer or whether they are stored by Edincare until such time as the Customer requests that they are delivered; and
- 12.1.4 excludes the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer and shall be payable by the Customer in addition to the price.
- 12.2 The charges for the Services shall be the subscription price set out in the Service Agreement of which these Conditions form part or where no Service Agreement has been entered or the subscription price does not cover the Services to be provided the charges shall be calculated on a time and materials basis on the basis of the hourly rates as set out in Edincare's Tariff Schedule and as such charges may be amended from time to time provided:
- 12.2.1 the charges for the Services do not include the labour and parts cost of replacing or repairing any parts which require repair or replacement and the Customer hereby authorises Edincare to undertake any such repairs or replacements which Edincare considers are necessary up to a value of £250 plus VAT per service visit.
- 12.2.2 where the cost of a repair or replacement part exceeds £250 plus VAT then Edincare shall not undertake such work without confirmation from the Customer that the Customer agrees to pay the cost of such repair

- or replacement provided that the Customer agrees and acknowledges that where the Customer does not consent to such cost during the site visit where the work is recommended that additional cost will be incurred by the Customer if Edincare is required to re-visit the site in order to undertake such repair and replacement.
- 12.2.3 The cost of waste disposal is determined depending on strength, viscosity and constituent make up, and as such rates stated are subject to change. Edincare reserves the right to pass on fluctuations in cost and rates with immediate effect without prior written notification. All waste is subject to acceptance at the disposal site, rejection of any load will result in storage costs and additional travelling costs to another suitable disposal site.
- 12.2.4 Waste disposal will be charged in full tonnes, and any part of a tonne will be rounded up to the next nearest whole tonne.
- 12.3 The annual Service Charge set out in the Service Agreement shall be paid in advance on either a monthly or annual basis as specified in the Service Agreement and shall be paid for the duration of the Service Agreement.
- 12.4 Edincare reserves the right to increase the charges for the Services on an annual basis with effect from the anniversary of these Conditions in line with the percentage increase in the Retail Prices Index in the preceding 12 month period and any such increase shall be based on the latest available figure for the percentage increase in the Retail Prices Index.
- 12.5 Edincare may invoice the Customer for the Goods on or at any time after Edincare accepts the Customer's order. In respect of the Services, Edincare shall invoice Customers who have entered into a fixed term contract on an ongoing basis and in accordance with the terms of any Service Agreement and for those Customers who are not on a fixed term contract Edincare may invoice the Customer prior to or on conclusion of the Services at the sole discretion of Edincare.
- 12.6 Where Edincare has agreed to extend credit terms to the Customer the Customer shall pay the invoice in full and in cleared funds within 30 days of the date of the invoice. Where credit terms have not been extended to the Customer then in the case of Goods payment shall be made by cleared funds on receipt by the Customer of an invoice. Payment shall be made to the bank account nominated in writing by Edincare. Time for payment is of the essence. Edincare reserves the right to grant, refuse, restrict, cancel or alter credit terms at its sole discretion at any time.
- 12.7 If the Customer fails to make any payment due to Edincare under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above Barclays Bank PLC's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 12.8 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Edincare may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by Edincare to the Customer.
- 12.9 If payment of the price is not made by the due date for payment then Edincare shall be entitled to:
- 12.9.1 require payment in advance of delivery in respect of any Goods and/or Services not already delivered or provided;
- 12.9.2 refuse to make delivery or provide any undelivered Goods and/or Services whether ordered under the Contract or not and without incurring any liability whatsoever to the Customer for non-delivery or non-provision or any delay in delivery or provision;
- 12.9.3 appropriate any payment made by the Customer to such of the Goods and/or Services (or goods and/or services supplied under any other contract) as Edincare may think fit;
- 12.9.4 terminate the Contract by giving notice in writing.
- 13. Returns**
- 13.1 This clause 13 applies to Goods which the Customer wants to return and which are not defective or faulty or where the Customer wants to cancel an Order for Goods prior to receiving the Goods save that where the Customer is a consumer that in addition to the rights set out in this clause 13 the Customer shall have the rights set out in clause 18 in respect of the cancellation of orders placed by the Customer.
- 13.2 No returns or order cancellations are accepted by Edincare save with its prior consent and all returns and order cancellations must be made strictly in accordance with Edincare's returns policy which is available on request from Edincare or at www.edincare.com.
- 13.3 Returns are only accepted on Goods in perfect unopened condition and which are returned to Edincare within seven (7) days of the goods being delivered to the Customer. Where the Customer wishes to return Goods outside the period of seven (7) days following their delivery to the Customer the Customer must obtain consent in writing from Edincare to any such return which consent may be granted or declined in Edincare's sole discretion.
- 13.4 Any delivery or carriage costs on returns are the cost of the Customer.
- 13.5 Any refund on a returns or a cancelled Order is subject to a deduction for a 30% restocking charge regardless of whether or not the Goods have been despatched.
- 13.6 No Special Orders or Bespoke Items will be accepted for return.
- 14. Termination**
- 14.1 Without limiting its other rights or remedies, either party may terminate this Contract with immediate effect by giving written notice to the other party if:
- 14.1.1 the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within seven (7) days of that party being notified in writing to do so;
- 14.1.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- 14.1.3 the other party suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
- 14.1.4 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 14.2 Without limiting its other rights or remedies, Edincare may suspend provision of the Goods and/or Services under the Contract or any other contract between the Customer and Edincare if the Customer becomes subject to any of the events listed in clause 14.1.1 to clause 14.1.4, or Edincare reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 14.3 Without limiting its other rights or remedies, Edincare may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 14.4 On termination of the Contract for any reason the Customer shall immediately pay to Edincare all of Edincare's outstanding unpaid invoices and interest and in respect of Goods and Services supplied but for which no invoice has been submitted, Edincare shall submit an invoice, which shall become payable by the Customer immediately on receipt.
- 14.5 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.
- 14.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.
- 15. Limitation of liability**
- 15.1 Nothing in these Conditions shall limit or exclude Edincare's liability for:
- 15.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- 15.1.2 fraud or fraudulent misrepresentation;
- 15.1.3 breach of the terms imposed by section 12 of the Sale of Goods Act 1979 and section 2 and sections 3 and 5 of the Supply of Goods and Services Act 1982 (title and quiet possession); or
- 15.1.4 defective products under the Consumer Protection Act 1987; or
- 15.1.5 any matter in respect of which it would be unlawful for Edincare to exclude or restrict liability.
- 15.2 Subject to clause 15.1:
- 15.2.1 Edincare shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- 15.2.2 Edincare's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the higher of (1) the amount paid by the Customer to Edincare pursuant to this Contract and (2) any amount recoverable under Edincare's insurance policies which provide cover for such liability in place from time to time (less any excess payable by Edincare under such policies).
- 16. Intellectual property rights**
- 16.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by Edincare.
- 16.2 To the extent necessary for the use of the Services, Edincare grants to the Customer a fully paid-up, non-exclusive, royalty-free licence to copy the Deliverables (excluding materials provided by the Customer) for the purpose of receiving and using the Services and the Deliverables.
- 16.3 The Customer shall not sub-license, assign or otherwise transfer the rights granted by clause 16.2.
- 16.4 The Customer grants to the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to Edincare for the purpose of providing the Services to the Customer.
- 17. Dealing as a consumer**
- 17.1 Any terms in this Contract which seek:
- 17.1.1 to exclude or limit the liability of Edincare for breach of the terms included in a contract by the Consumer Rights Act 2015; or
- 17.1.2 to restrict or exclude the right of a consumer to enforce any remedy provided by the Consumer Rights Act 2015; or
- 17.1.3 seek to exclude or limit any liability which cannot be so excluded or limited where the Customer is a consumer; or
- 17.1.4 to restrict or exclude the right to cancel any provisions relating to the right to cancel or to enforce any of the provisions relating to the right to cancel in the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 shall not apply where the Customer is a consumer.
- 17.2 Any provision in this Contract where delivery is stated to be made by delivery to a courier shall not apply to a Customer who is a consumer.
- 18. Consumers right to cancel where they change their mind**
- 18.1 This clause 18 does not apply to business customers.
- 18.2 Subject to clause 18.3 below, where you are a consumer and you have purchased the Goods and/or Services over the telephone, by mail order or by exchange of emails you have a legal right to change your mind within 14 days ("Cancellation Period") and receive a refund although this refund may be subject to deductions and you will have to pay the costs of return of any Goods.
- 18.3 The date on which the Cancellation Period commences depends on whether you have purchased Goods or Services and is calculated as follows:
- 18.3.1 where you have purchased Services the period of 14 days commences on the day Edincare confirms that your Order is accepted;
- 18.3.2 where you have purchased Goods the 14 day period commences the day after you or someone you nominate receives the Goods; and
- 18.3.3 if your Goods are split into several deliveries over different days the 14 day period commences on the day after the day you (or someone you nominate) receives the last delivery.
- 18.3.4 Your right to change your mind does not apply where the Goods are Special Orders or Bespoke Items
- 18.3.5 Your right to change your mind does not apply where we have provided Services to you within the Cancellation Period and you have signed a written

- waiver of your rights in respect of the Cancellation Period.
- 18.3.6 Where Services have already been provided to you we may deduct from any refund an amount for the supply of the Services for the period for which it was supplied, ending with the time you advised us that you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the Contract.
- 18.3.7 In order to change your mind within the 14 day period you will need to complete the cancellation form available on our website at [www.edincare.com](http://www.edincare.com) and return it to Edincare by post to Edincare, Unit 8 Heron Business Park, Eastman Way, Hemel Hempstead, Hertfordshire HP2 7FW or by email to [info@edincare.com](mailto:info@edincare.com) or by hand. If you are unable to download the form from our website please contact us for assistance at [info@edincare.com](mailto:info@edincare.com).
- 18.3.8 Where you have exercised your right to change your mind and you have purchased Cancellation from us you must return the Goods to Edincare at your cost within 14 days of notifying Edincare you wish to end the contract.
- 18.3.9 The rights of business customers and the additional rights of consumers to terminate or cancel this Contract are contained in clause 14.
- 19. Force majeure**  
Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from a Force Majeure Event. If the period of delay or non-performance continues for two (2) months, the party not affected may terminate this Contract by giving five (5) Business Days written notice to the affected party.
- 20. Confidentiality**  
20.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party each as permitted by this clause 20.  
20.2 For the purposes of this clause 20 confidential information shall include the contents of any quotation or pricing given to the Customer by Edincare.  
20.3 Each party may disclose the other party's confidential information:  
(i) to its employees, officers, representatives, subcontractor or advisers who need to know such information for the purposes of carrying out the party's obligations under this Contract. Each party shall ensure that its employees, officers, representatives, subcontractor or advisers to who it discloses the other party's confidential information comply with this clause 20;  
(ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.  
20.4 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under this Contract.
- 21. How Edincare may use your personal information**  
21.1 Edincare will use the personal information you provide to us:  
21.1.1 to supply the Goods and Services to you;  
21.1.2 to process your payment for the Goods and Services; and  
21.1.3 if you agreed to this during the order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.  
21.2 Where we extend credit to you we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.  
21.3 Edincare will only give your personal information to third parties where the law either requires or allows us to do so.
- 22. General**  
22.1 Assignment and other dealings  
22.1.1 Edincare may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.  
22.1.2 The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of Edincare.  
22.2 Entire agreement  
22.2.1 This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.  
22.2.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.  
22.3 Variation  
No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives). The Customer acknowledges that this Contract will only apply to subsequent purchases made by the Customer where this Contract still forms Edincare's then current terms and conditions of purchase. Where the Customer has made a subsequent purchase from Edincare and has not been provided with Edincare's then current terms and conditions the Customer agrees that it is the Customer's responsibility to download the then current terms and conditions from [www.edincare.com](http://www.edincare.com) to ensure the Customer has the current terms and conditions which shall apply to any such subsequent purchase.  
22.4 Waiver  
No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 22.5 Severance  
If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 22.6 Notices  
22.6.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or to address given on the Order in the case of a consumer or in the case of Edincare to Unit 8, The Heron Business Park, Eastman Way, Hemel Hempstead, Hertfordshire HP2 7FW or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, or fax or email.  
22.6.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 22.6.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email, one Business Day after transmission.  
22.6.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 22.7 Third party rights  
No one other than a party to this Contract and their permitted assignees shall have any right to enforce any of its terms.
- 22.8 Governing law  
The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.
- 22.9 Jurisdiction  
Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.