



Terms and Conditions

BROADBANDBUYER.CO.UK TERMS AND CONDITIONS

PLEASE READ CAREFULLY

Please read our Terms and Conditions of Sale before placing an order. If you wish to keep a copy for your records please print out this screen.

1. Definitions

In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

1.2 'Supplier' means Essanet Ltd trading as Broadbandbuyer.co.uk whose office is at:

Unit 5, Thornton Chase, Integra:MK, Linford Wood, Milton Keynes MK14 6FD.

Registered in England and Wales No. 04109894. VAT No. 765 5019 20.

Tel: 0870 766 5175

1.3 'Goods' means the goods or services supplied by Essanet Ltd trading as Broadbandbuyer.co.uk

1.4 'Customer' means the person or company who purchases or agrees to purchase goods or services from Essanet Ltd trading as Broadbandbuyer.co.uk

2. General

2.1 These terms and conditions of sale apply to all goods supplied by the Supplier.

2.2 No contract exists between the Customer and the Supplier for the sale of any goods or services until the Supplier has received and accepted your order and the Supplier has received payment in full (in cleared funds). Once the Supplier does so, there is a binding legal contract between us.

2.3 An acknowledgement of your order will be sent to you via e-mail when you place your order, but acceptance of your offer to buy the Goods will not take place until after your payment is taken and you receive your confirmation of payment. It is at this point that a binding legal contract is created and any contract is subject to these Terms and Conditions.

2.4 The Supplier may change these terms and conditions of sale without notice to you in relation to future sales.

2.5 The contract is subject to your right of cancellation (9).

2.6 The Supplier reserves the right to decline any order for any reason.

3. Description of the goods

3.1 The description and price of the goods you order will be as shown on the Supplier's website at the time you place your order.

3.2 The goods are subject to availability. If on receipt of your order the goods you have ordered are not available in stock, the Supplier will inform you as soon as possible.

4. Price of the Goods

4.1 Every effort is made to ensure that prices shown on the Supplier's website are accurate at the time you place your order. If an error is found, the Supplier will inform you as soon as possible and offer you the option of reconfirming your order at the correct price, or canceling your order. If the Supplier does not receive an order confirmation within 7 days of informing you of the error, the order will be cancelled and you will be notified by email. If you cancel your order prior to despatch, the Supplier will refund or re-credit you for any sum that has been paid by you or debited from your credit/debit card for the goods.

4.2 In addition to the price, you may be required to pay;

4.2.1 Delivery charges

4.2.2 Value Added Tax and any other taxes

5. Payment

5.1 Payment for the goods and delivery charges can be made by any method shown on the Supplier's website at the time you place your order.

5.2 Payment shall be due before the delivery date.

5.3 There will be no delivery until cleared funds are received.

5.4 Credit account invoices (unless otherwise agreed by the Supplier) shall be payable by the Customer within 30 days of the Supplier's invoice. In the event of late payment the Supplier reserve the right to charge interest on overdue amounts at an interest rate of 3% above the current Lloyds TSB Bank Plc base Rate.

6. Delivery

6.1 Orders placed before 4 pm on a working day (Monday to Friday excluding public holidays) will be processed that day and will be delivered as per the requested delivery option, provided no additional security checks are required and all items are in stock.

6.2 The goods you order will be delivered to the delivery/shipping address given when you place your order.

6.3 If delivery cannot be made to your delivery/shipping address for reasons under the Supplier's control, the Supplier

will inform you as soon as possible and refund or re-credit you for any sum that has been paid by you or debited from your credit card for delivery.

6.4 If you deliberately fail to take delivery of the goods when delivery is attempted, then the Supplier may:

6.4.1 store the goods until actual delivery and charge you for reasonable costs of storage; or

6.4.2 sell the goods at the best readily obtainable price and (after deducting all reasonable storage and selling expenses) credit to you for any excess over the price you agreed to pay for the goods or charge you for any shortfall below the price you agreed to pay for the goods.

6.5 If you fail to take delivery because you have cancelled your contract under the Distance Selling Regulations 2000, the Supplier shall refund or re-credit you within 30 days any sum that has been paid by you or debited from your credit card for the goods less any expenses incurred for failed delivery.

6.6 Every effort will be made to deliver the goods as soon as possible after your order has been accepted. However, the Supplier will not be liable for any loss or damage suffered by you through reasonable or unavoidable delays in delivery.

6.7 Time for delivery shall not be of the essence. The goods may be delivered by the Supplier in advance of the quoted delivery date.

6.8 Upon receipt of your order you will be asked to sign for the goods received in good condition. If for any reason you are unable to check the contents of the package at time of delivery, please sign for the parcel as "UNCHECKED". Failure to do so may affect any warranty claims that you make thereafter.

7 Risk/Title

7.1 The goods are at your risk from the time of delivery

7.2 Ownership of the goods shall not pass from the Supplier to you until the Supplier has received in full (in cash or cleared funds) all sums due to it in respect of:

7.2.1 the goods, and

7.2.2 all other sums which are or which become due to the Supplier from you on any account.

7.3 The Supplier shall be entitled to recover payment for the goods notwithstanding that ownership of any of the goods has not passed from the Supplier.

8. Title for Business Customers

8.1 If you are a business customer until ownership of the goods has passed to you, you must:

8.1.1 store the goods (at no cost to the Supplier) separately from all your other goods and goods of any third party in such a way that they remain readily identifiable as the Supplier's property;

8.1.2 not destroy, damage, deface or obscure any identifying mark or packaging on or relating to the goods; maintain the goods in satisfactory condition and keep them insured on the Supplier's behalf for their full price against all risks to the reasonable satisfaction of the Supplier; and

8.1.3 hold the proceeds of the insurance referred to in condition

8.1.4 on trust for the Supplier and pay the proceeds of the insurance to the Supplier within 5 working days of receipt of the proceeds.

8.2 If you are a business customer your right to possession of the goods shall terminate immediately if:

8.2.1 you have a bankruptcy order made against you or make an arrangement or composition with your creditors, or otherwise take the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convene a meeting of creditors (whether formal or informal), or enter into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or have a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency; or

8.2.2 you suffer or allow any execution, whether legal or equitable, to be levied on your property or obtained against you or you are unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986 or you cease to trade; or 8.2.3 you encumber or in any way charge any of the goods.

9. Your right of cancellation

9.1 You have the right to cancel the contract at any time up to the end of 7 working days after you receive the goods.

9.2 To exercise your right of cancellation, you must give written notice to the Supplier by letter or via email, giving details of the goods ordered and any order reference. Notification by phone is not sufficient.

9.3 If you exercise your right of cancellation after the goods have been delivered to you, you will be responsible for returning the goods to the Supplier at your own cost. The goods must be returned to the address above (1.2) or the address given on your Returns RMA form. You must take reasonable care to ensure the goods are not damaged in the meantime or in transit.

9.4 Once you have notified the Supplier that you are canceling the contract, the Supplier will refund or re-credit you within 20 days from receipt of the returned goods for any sum that has been paid by you or debited from your credit card for the goods.

9.5 If you do not return the goods as required, the Supplier may charge you a sum not exceeding the direct costs of recovering the goods.

9.6 The Supplier may not be able to offer a full product refund for items returned that are not in a suitable condition.

10. Returns

All returns are subject to the Suppliers published [Returns Policy](#).

11. Warranty

11.1 All goods supplied by the Supplier are warranted free from defects for 6 months from the date of supply (unless

otherwise stated). This warranty does not affect your statutory rights as a consumer.

11.2 This warranty does not apply to any defect in the goods arising from fair wear and tear, willful damage, accident, negligence by you or any third party, use otherwise than as recommended by the Supplier, failure to follow the Supplier's instructions, or any alteration or repair carried out without the Supplier's approval.

11.3 If the goods supplied to you are damaged on delivery, you should notify the Supplier in writing via the email address or fax number shown below within 48 hours.

11.4 If the goods supplied to you develop a defect while under warranty or you have any other complaint about the goods, you should notify the Supplier in writing via the email address or fax number shown below, as soon as possible, but in any event within 7 days of the date you discovered or ought to have discovered the damage, defect or complaint.

12. Limitation of Liability

12.1 Subject to 12.1.4 below, if you are a consumer the Supplier shall not be liable to you for any loss or damage in circumstances where:

12.1.1 there is no breach of a legal duty owed to you by the Supplier or by its employees or agents;

12.1.2 such loss or damage is not a reasonably foreseeable result of any such breach;

12.1.3 any increase in loss or damage resulting from breach by you of any term of this contract.

12.1.4 Nothing in these conditions excludes or limits the liability of the Supplier for death or personal injury caused by the Supplier's negligence or fraudulent misrepresentation.

12.2 If you are a business customer the Supplier shall not be liable to you for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with this agreement.

12.3 Nothing in these Terms and Conditions shall exclude the Suppliers liability for personal injury or death caused by its negligence.

13. Images

13.1 All drawings, illustrations, product images are for illustrative purposes only may differ to the actual product.

13.2 Drawings, illustrations, product images or other technical documents issued either before or after the conclusion of the agreement for the use or information of the customer shall not be copied, reproduced or communicated to any third party without the Suppliers prior written consent.

14. Data Protection

The Supplier will take all reasonable precautions to keep the details of your order and payment secure but unless the Supplier is negligent, the Supplier will not be liable for unauthorised access to information supplied by you.

15. Applicable Law

These terms of sale and the supply of the goods will be subject to English law and the English courts will have jurisdiction in respect of any dispute arising from the contract.

16. Our Right of Cancellation

If for reasons beyond our reasonable control, including but not limited to an inability or failure on the part of the manufacturers or suppliers of the goods to supply the goods to us, we are unable to supply the goods to you, we may cancel the agreement at any time before the goods are delivered by giving notice to you. We shall promptly repay to you any sums paid by you or on your behalf under or in relation the agreement. We shall not be liable for any other loss or damage whatever arising from such cancellation.

These Terms and Conditions are effective from 01 January 2005 until further notice.