**Terms & Conditions**

**Business to Business terms & conditions**

**Guardian Goalposts Conditions Apply**

1.1 Unless otherwise specifically agreed in writing by Guardian Goalposts Limited, all quotations and contracts for the supply of goods by Guardian Goalposts are made upon these Conditions of Sale (“the Conditions”) which shall at all times override any terms and conditions which the purchaser of such goods (“the Purchaser”) imposes or seeks to impose. “The Contract” means any contract made between the parties that incorporates the Conditions.

1.2 No terms or conditions endorsed on delivered or contained in the Purchaser’s purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.

1.3 Delivery of any goods following a quotation for supply made by Guardian Goalpostswill be made only upon the Conditions. Orders are accepted subject to the Conditions.

1.4 Any variation must be approved by an authorised Guardian Goalpostsemployee and be in writing. Any quotation or estimate is given subject to the Conditions.

**Payment Terms**

2.1 Terms of payment are 30 days (if account agreed) from the date of invoice and in default Guardian Goalposts shall be entitled without notice to the Purchaser (even if the Purchaser has a contract with a third party) to:

2.1.1 terminate any outstanding order or quotation;

2.1.2 withhold and/or suspend supplies; or

2.1.3 reduce the Purchaser’s credit limit.

2.2 Guardian Goalposts shall also be entitled, at its discretion, to receive payment of any and all monies in respect of goods supplied whether these monies would ordinarily be due for payment at that time or not.

2.3 In addition, Guardian Goalposts shall be entitled to claim interest on late payments pursuant to the Late Payment of Commercial Debts (Interest) Act 1998. The Purchaser shall pay the interest together with the overdue amount and the Purchaser will indemnify Guardian Goalposts in respect of all costs incurred by Guardian Goalposts in recovering payment, including the cost of instructing solicitors.

2.4 No payment shall be deemed to have been received until Guardian Goalposts has received cleared funds. Time of payment is of the essence.

2.5 In the event that the Purchaser tenders payment by cheque and the cheque is subsequently returned by the Purchaser’s bankers unpaid, the Purchaser will also indemnify Guardian Goalposts in respect of all resulting bank charges incurred by Guardian Goalposts.

2.6 The Purchaser shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Purchaser has a valid court order requiring an amount equal to such deduction to be paid by Guardian Goalpoststo the Purchaser.

2.7 Guardian Goalposts reserves the right to set off, deduct or discount any amounts due from Guardian Goalposts under any other arrangement with the Purchaser against any monies due to Guardian Goalposts under this Contract.

**Prices**

3.1 All prices displayed in both Guardian Goalposts‘s printed and online publications are subject to VAT where applicable.

3.2 Prices are correct at time of issue and are subject to change without prior notice.

3.3 The price charged to the Purchaser will be the prevailing price at the time of ordering.

**Retention of Title**

4.1 Risk in the goods supplied shall pass to the Purchaser on delivery. Title in such goods shall not pass to the Purchaser until Guardian Goalposts has received payment in full in cleared funds for such goods and any other goods supplied by Guardian Goalposts to the Purchaser for which payment is then due.

4.2 Until title to the goods passes, the Purchaser shall hold the goods on a fiduciary basis as Guardian Goalposts bailee and shall keep them properly protected, insured, clearly identified and stored separately from any other goods (whether or not supplied by Guardian Goalposts). The Purchaser shall not destroy any identifying mark on packaging in the goods. The purchaser shall notify Guardian Goalposts immediately if it becomes subject to any of the events listed in Condition 12. The Purchaser may resell or use the Goods in the ordinary course of its business. If before title to the goods passes to the Purchaser, the Purchaser becomes subject to any of the events listed in Condition 12, or Guardian Goalposts reasonably believes that any such event is about to happen and notifies the Purchaser accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy Guardian Goalposts may have, Guardian Goalposts may at any time require the Purchaser to deliver up the goods and if the Purchaser fails to do so promptly, enter any premises of the Purchaser or of any third party where the goods are stored in order to recover them.

**Delivery**

5.1 Terms and conditions for delivery are only applicable in the UK. For delivery outside the UK please contact Guardian Goalposts‘s export department.

5.2 Unless otherwise agreed delivery of the goods shall take place at the Purchaser’s place of business.

5.3 Where Guardian Goalposts makes delivery of the goods to the Purchaser’s place of business or any other place as agreed in writing, all charges in relation to carriage, including, without limitation transport costs, insurance and unloading, will at Guardian Goalposts option, be borne by the Purchaser.

5.4 Delivery of the goods shall be completed on the goods arrival at the Purchaser’s place of business.

5.5 If the Purchaser does not accept delivery of any of the goods when they are ready for delivery then the goods will be deemed to have been delivered, risk passing to the Purchaser (including for loss or damage caused by Guardian Goalposts‘s negligence) and Guardian Goalposts may:

5.5.1 store the goods until delivery takes place, and charge the Purchaser for all related costs and expenses (including without limitation storage and insurance); or

5.5.2 sell the goods at the best price readily obtainable and (after deduction of all reasonable storage and selling expenses) charge the Purchaser for any shortfall below the Contract price.

5.6 Any dates specified by Guardian Goalposts for delivery of the goods are intended to be an estimate and time of delivery shall not be made of the essence by notice. If no dates are specified, delivery shall be within a reasonable time. Guardian Goalpostsshall not be liable for any delay in delivery of the goods that is caused by an event of force majeure or the Purchaser’s failure to provide Guardian Goalposts with adequate delivery instructions that are relevant to the supply of the goods.

5.7 Guardian Goalposts reserves the right to deliver in instalments and any failure to deliver one instalment will not entitle the Purchaser to terminate the contract.

5.8 The quantity of any consignment of goods recorded by Guardian Goalposts upon dispatch from Guardian Goalposts‘s place of business shall be conclusive evidence of the quantity received by the Purchaser can provide conclusive evidence proving the contrary.

5.9 Claims for shortages or damaged goods must be made in writing to Guardian Goalposts within 3 days of receipt of the goods.

5.10 Claims for non delivery must be made to Guardian Goalposts within 10 days of dispatch shown on invoice.

**Returns**

6.1 Notwithstanding any other provision in the Contract, Guardian Goalposts may at its option allow the Purchaser to return the goods upon the following conditions:

6.1.1 that the relevant goods are non-faulty;

6.1.2 that the relevant goods are goods that are ordinarily held in stock at one of Guardian Goalposts‘s locations;

6.1.3 that the Purchaser notifies Guardian Goalposts on day of delivery of its intention to return the goods;

6.1.4 Guardian Goalposts and the Purchaser shall agree whether the goods shall be delivered by the Purchaser to Guardian Goalposts or collected by Guardian Goalposts from the Purchaser;

6.1.5 that the goods are undamaged, in the original packaging, with all trademarks or other labelling intact and fully suitable for re-sale;

6.1.6 the Purchaser agrees to pay Guardian Goalposts a 15% handling fee against the return of non-faulty standard goods. This handling fee will be reduced to 7% if the return is processed via Guardian Goalposts‘s website.

6.2 Notwithstanding any other provision in the Contract, Guardian Goalposts may from time to time at its sole option accept the return of non standard, non faulty goods upon separate rates, terms and conditions, to be agreed with the Purchaser in advance of any such return. Non standard goods are goods which are not ordinarily held in stock at one of Guardian Goalposts‘s locations.

**Quality**

7.1 Guardian Goalposts warrants that upon delivery the goods shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979.

7.2 Subject to Condition 7.3, if:

7.2.1 the Purchaser notifies Guardian Goalposts of the alleged defect within 3 days of the time when the Purchaser discovers or ought to have discovered the defect;

7.2.2 complies with any reasonable requestor instruction from Guardian Goalposts;

7.2.3 affords Guardian Goalposts a reasonable opportunity to inspect that relevant goods.

7.2.4 allows Guardian Goalposts to collect the relevant goods. Guardian Goalposts shall, at its option, replace the defective goods, or issue a credit note in respect of the defective goods.

7.3 Guardian Goalposts shall have no liability under the warranty in this Condition in any of the following events:

7.3.1 any defect arising from wilful damage, negligence, abnormal storage conditions,

7.3.2 failure to follow Guardian Goalposts to the manufacturers instructions whichever is appropriate (whether oral or in writing);

7.3.3 if the total price for the goods has not been paid by the due date for payment;

7.3.4 in respect of any type of defect or damage specifically excluded by Guardian Goalposts by notice in writing; or

7.3.5 if the Purchaser makes any further use of the goods after giving notice in accordance with this Condition.

7.4 Except as provided in this Condition 7, Guardian Goalposts shall have no further liability to the Purchaser in respect of the goods’ failure to comply with the warranty set out in Condition 0.

7.5 The terms implied by section 13-15 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 to replacement goods supplied by Guardian Goalposts.

**Liability**

8.1 Nothing in the Conditions excludes or limits the liability of Guardian Goalposts for death or personal injury caused by Guardian Goalposts‘s negligence, or for fraudulent misinterpretation, or for fraud or under section 2(3), Consumer Protection Act 1987 or for any matter which it would be illegal for Guardian Goalposts to exclude or attempt to exclude its liability.

8.2 Subject to Condition 0, Guardian Goalposts will not be liable to the Purchaser 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 (including any losses that may result from a deliberate breach of the Contract by Guardian Goalposts, its employees, agents or sub contractors)

8.3 Guardian Goalposts‘s total liability to the Purchaser in respect of all other losses caused by a deliberate breach of the Contract by Guardian Goalposts‘s, its employees, agents or sub contractors shall not exceed the value of the Contract.

**Services**

9.1 Any services which are subject to a separate fee and are to be performed by Guardian Goalposts under the Contract are performed in accordance with Guardian Goalposts‘s terms and conditions of service. A copy of the terms and conditions are available upon request.

**Safety and Product Recalls**

10.1 The Purchaser shall comply at all times with the written instructions and all written guidelines issued from time to time attached to the goods concerning their storage and use and the Purchaser shall refer its employees and its customers to such instructions and guidelines.

10.2 The Purchaser should satisfy itself that the persons responsible for the storage and use of any goods supplied by Guardian Goalposts have all the information required on health and safety and Guardian Goalposts shall not be liable to the Purchaser in any civil proceedings brought by the Purchaser against Guardian Goalposts in respect of a breach of the user instructions or any applicable health and safety legislation or any regulations, orders or directions made pursuant to such health and safety legislation in force from time to time or under any directive, regulation, order or other instrument relating to health and safety where such exclusion of liability is permitted by law.

10.3 The Purchaser shall keep Guardian Goalposts properly informed of all complaints concerning the goods and shall comply with any directions of Guardian Goalposts in any issues, proceedings or negotiations relating to such complaint.

10.4 In the event of any recall of the goods by Guardian Goalposts the Purchaser shall co-operate fully and promptly with any steps taken by Guardian Goalposts under the Condition below.

10.5 Guardian Goalposts may at its discretion recall any goods already sold by Guardian Goalposts to the Purchaser, (whether for a refund or credit or for replacement of the goods which shall in each case be undertaken by Guardian Goalposts‘s) and/or issue any written or other notification to the Purchaser about the manner of use of any goods already sold by Guardian Goalposts to the Purchaser. The Purchaser agrees to give all reasonable assistance to Guardian Goalposts or the manufacturer in resisting any claim which may arise under any recall of product by Guardian Goalposts or the manufacturer of such product.

**Force Majeure**

11.1 Guardian Goalposts reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the goods ordered by the Purchaser (without liability to the Purchaser) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of Guardian Goalposts including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, armed conflict, malicious damage, fire, explosion, flood, epidemic, nuclear, chemical or biological contamination, sonic boom, collapse of building structures, loss at sea, natural disaster, extreme adverse weather conditions, failure of energy, break down of plant or machinery lock-outs, strikes or other labour disputes (whether or not relating to either party’s workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials provided that, if the event in question continues for a continuous period in excess of 180 days, the Purchaser shall be entitled to give notice in writing to Guardian Goalposts to terminate the Contract.

**Termination**

12.1 Guardian Goalposts may, as it thinks fit, (without prejudice to any other rights or remedies it may have against the Purchaser) immediately suspend further performance of the Contract or cancel delivery of the goods or stop any goods in transit or by notice in writing to the Purchaser terminate the Contract without liability to Guardian Goalposts if:

12.1.1 the Purchaser commits a material breach of any of its obligations under the Contract which is incapable of remedy;

12.1.2 the Purchaser fails to remedy a breach of its obligations under the Contract which is capable of remedy, or persists in any breach of any of its obligations under the Contract after having been requested in writing by Guardian Goalposts to remedy or desist from such breach within a period of 14 days;

12.1.3 any distress execution or diligence is levied upon any of the Purchaser’s goods or property and is not paid out within 7 days of it being levied;

12.1.4 the Purchaser (being a partnership) or the Purchaser’s partner offers to make any arrangements with or for the benefit of the creditors of the Purchaser or the Purchaser’s partner generally or there is presented in relation to the Purchaser or the Purchaser’s partner a petition of bankruptcy;

12.1.5 the Purchaser (being a limited company) is deemed to be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or the Purchaser calls a meeting for the purpose of passing a resolution to wind up its company or such a resolution is passed or the Purchaser presents or has presented a petition to wind up or present or have presented a petition or appoint an administrator or have an administrative receiver or receiver appointed to the whole or any part of the Purchaser’s business, undertaking, property or assets;

12.1.6 the Purchaser ceases, or threatens to cease, to carry on business;

12.1.7 a secured lender to the Purchaser takes any steps to obtain possession of the property on which it has security or otherwise to enforce its security.

12.2 Notwithstanding any such termination or suspension in accordance with the above the Purchaser shall pay Guardian Goalposts at the Contract rate all payments subsisting at the time of termination.

**Product Information**

13.1 Guardian Goalposts has made every effort to ensure that details and information given in both our printed and online publications are accurate at the time of issue but Guardian Goalposts gives no guarantees as to the accuracy or completeness of such information. Full technical specifications are not necessarily included and furthermore, Telsys’s policy is one of continuous improvement and the right is reserved to alter details and information at any time as the need arises.

13.2 Accordingly, the Purchaser should check any details and information they wish to rely on with Guardian Goalposts at the time of purchase. Guardian Goalposts accepts no liability in respect of any errors or omissions herein contained or for any loss or damage, malfunction or consequential loss arising from reliance upon our publications.

**Guardian Goalposts Disclaimer**

14.1 Any products shown in our printed and online publications do not represent endorsement by Guardian Goalposts of any other products, services or organisations and shall not form part of the Contract.

**Colour Reproduction**

15.1 The colour reproductions of the garments featured in both our printed and online publications are as accurate as the printing or electronic process will allow.

**Data Protection**

16.1 Guardian Goalposts will at all times comply with its obligations under the Data Protection Act 1998.

16.2 Guardian Goalposts may monitor and record telephone calls for the following purposes:

16.2.1 training;

16.2.2 quality control; and

16.2.3 to confirm verbal instructions.

16.3 Guardian Goalposts has and maintains privacy policies in respect of its website and its business activities generally. Hard copies are available on request.

**Assignment**

17.1 The Purchaser shall not be entitled to assign the Contract or any part of it without the prior written consent of Guardian Goalposts‘s.

17.2 Guardian Goalposts may assign the Contract or any part of it to any person, firm or company.

**General**

18.1 Each right or remedy of Guardian Goalposts under the Contract is without prejudice to any other right or remedy of Guardian Goalposts whether under the Contract or not.

18.2 Each party agrees to keep secret and confidential all information obtained or disclosed as a result of the relationship of the parties under the Contract.

18.3 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

18.4 Failure or delay by Guardian Goalposts in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.

18.5 Any waiver by Guardian Goalposts of any breach of, or any default under, any provision of the Contract by the Purchaser will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.

18.6 The parties to this Contract do not intend that any term of this Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

18.7 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

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19.2 Such written permission must be obtained before any part of this publication is stored in a retrieval system of any nature.

19.3 All prices are subject to VAT. All prices are subject to alteration without notice. Guardian Goalposts reserve the right to amend the Conditions which are subject to confirmation at the time of application.

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