



Sitebox Ltd General Terms and Conditions

All orders are accepted with the full understanding of the following terms and conditions which shall apply to all sales / hire of goods by Sitebox Ltd without exception. Any previous terms and conditions set out by Sitebox Ltd have now been surpassed by what is set out in these terms and conditions:

1. These terms and conditions are those referred to on any Sitebox Ltd quotation, invoice or other Sitebox literature and command the supply of goods sold by Sitebox Ltd (Reg in England 605 9878). The following **Reservation of Titles** shall apply throughout these terms and conditions:

- “We”, “Us” and “Our” refer to Sitebox Ltd.
- “You”, “Your” and “The Buyer” may refer to any customer of Sitebox Ltd.
- “The Goods” means the goods supplied by Sitebox Ltd to the customer.
- “Delivery” and “Carriage” means the delivery of the goods supplied by Sitebox Ltd to the address and authorised contact name / number given by the customer when placing the order.
- “Payment” and “Full Payment” means the total amount on the invoice receipt including any VAT, delivery or any extra surcharges.

2. All prices quoted on our website are inclusive of **VAT** which shall be due at the rate ruling on the date of the invoice. The total amount of VAT within the order will be displayed on the invoice receipt which will either be emailed or posted depending on how the order is placed. VAT Reg 906 5645 15

3. **Pricing** of goods will be those displayed on our website at the time of when the order is placed through our website or telephoned through in direct relation to our website. We have endeavoured to ensure that any prices given in our pricing catalogues or displayed on our website are fully up to date. However, we reserve the right to alter any information or prices at any time without prior notice. Every item on our website will be accompanied with an appropriate description and by a representative image. In some cases the product may vary from the image displayed where the manufacturer has updated the packaging or improved the look of the product without informing us.

4. **Credit accounts** are due net monthly. This is unless other payment terms have been formally agreed in writing. We may ask for trade, bank or personal references if required when setting up a credit account for you. We reserve the right to suspend credit facilities should payments not be made within the agreed credit period. If non-payment of monies owed by you extends into a second month, you will be liable for legal recovery costs of the monies owed plus interest (which will rule at 5% monthly of the total monies owed outside the agreed credit terms). Sitebox Ltd will not pass ownership of goods until payment has been received in full by our bankers. For non-credit account payments, we must receive full payment for the order before the order is despatched.

5. Delivery is generally free of charge to UK mainland for all deliveries over £50 excluding **VAT**. However, for bulkier items for delivery to **NON UK** mainland destinations, delivery surcharges may occur. Customers will however always be notified of this prior to dispatch. If the customer does not agree to the surcharges quoted, then the order will be cancelled and a full refund will be applied.

6. In the unlikely event of **non-delivery** whereby you have not received all of your goods ordered with us within 7 working days, please notify us immediately.

7. Any **damaged goods** or **shortages** should be notified with our driver / carrier. The delivery note should be mark “goods damaged” and notice given to us in writing within 24 hours of receiving the goods.

8. Any **cancellation** or **return of goods** can only be effected with prior written consent by us at Sitebox Ltd, 19 Ormside Way, Holmethorpe Industrial Estate, Redhill, Surrey, RH1 2QA or by telephoning us on 01737 783101. Whereby such consent is given by us it is on the proviso that goods are returned in their original packaging. If goods reach you in an unusable condition, we will arrange to have them collected. Once deemed unusable on return to us, we will reimburse you immediately. We reserve the right to charge 20% restocking fee plus all carriage costs if orders are executed correctly (to the customer's specification on the order) but subsequently returned. All returns must be notified in writing within 14 days of receipt of purchase.

9. Any **warranty repairs** can be affected by calling or emailing us for any tools/items purchased from Sitebox Ltd only and by giving us the details. Depending on the manufacturer of the tool/item that is not working, the customer may be asked to return it to us where it will be dealt with accordingly (repaired or replaced depending upon the warranty) and then returned to the customer. Any item/s that are shipped to a non UK address, the item/s will still be covered under UK warranty but it is the customer's responsibility to send the item/s back to us for repair or replacement.

10. The buyer shall be responsible for ensuring the **accuracy** of the terms of any order placed with us.

11. Whilst we work hard to ensure **availability of stock** is consistently high, should we have insufficient stock to complete your order we will always attempt to deliver another substitute product of an equal standard. This will not apply however for all products e.g. power tools, access, storage or other larger items.

12. Should any item contracted out on **hire** by Sitebox Ltd be lost or damaged upon return, the customer concerned will be liable for the cost to repair or replace. Tools and Equipment will be inspected once the items are back with Sitebox Ltd, if there are any repair costs incurred (other than PAT tests and Service) the customer will be informed what these costs are. The customer will not be liable however for the costs to service and PAT test hire tools. Hire charges will apply from the on-hire date (as on the delivery ticket) - to the off-hire date (as on the off-hire notice). Minimum weekly hire rates apply for the first week's hire on all items. Hire rates are then calculated on a daily basis thereafter. Carriage is free of charge for deliveries within our catchment area. Delivery charges will apply however to those outside of our catchment area or for especially bulky items delivered.

13. The customer shall be fully responsible for any item they have hired out with Sitebox Ltd until an **off-hire** notice for that item has been signed by the customer. The customer shall be responsible for contacting Sitebox Ltd to terminate the hire for any items on hire with us. This can be done by either returning the item/s back to us or by calling us to off-hire and arrange collection (customers will be given an off-hire number by us when notifying us of off-hires and arranging collection of item/s). Sitebox Ltd does not offer hire contracts with a fixed duration and therefore can only accept off-hire dates or off-hire arrangements made by the customer once the customer has been in receipt of the hired item/s for at least 24 hours. It is the customer's responsibility to off-hire and arrange return or collection. Sitebox Ltd will not tolerate any item/s being left on site without contacting us to arrange off-hire and collection first - in this instance hire charges will apply until the item/s have been collected. **Please ensure you off-hire the item(s) before 12 noon to ensure the off-hire is effected on that day.**

14. Sitebox Ltd shall **not be liable** for damage to goods / property or injury to persons resulting from negligent or improper use of products sold or hired by us. Any injury claims as the result of the use of any product purchased via this site are the responsibility of the relevant manufacturer, Sitebox Limited do not manufacture any of the products sold on this site and do not accept any responsibility whatsoever for injury sustained whilst using any of these products. It is our recommendation that you check the safety certificates and safety records of any product you wish to purchase prior to your purchase. If you are in any doubt about how to use any product sold by Sitebox Limited you can request the product user manual or literature. Sitebox Limited take your safety very seriously and if you have any doubt about the safety of any products sold by us please do not hesitate to let us know. Hire tools are regularly PAT tested whilst PASMA courses are available through Sitebox Ltd to ensure the safe erection, use and dismantling of mobile alloy towers.

15. In the event of **termination** any monies owed to us will become due with immediate effect.

16. In **general** if any of these terms and conditions are deemed to be invalid or inappropriate, their use and enforceability will not be affected in any way.

17. There will be no **liability** to the customer for any loss of profits or contracts of any kind by Sitebox Ltd however caused.

18. Whilst Sitebox Ltd. employs the latest in Secure Sockets Layer (SSL) technology software for its transactions with our customers, Sitebox Ltd. will not be responsible for any damages, consequential losses (whether direct or indirect) suffered by a customer whose credit card is **fraudulently** used or is used in an unauthorised manner.

19. Once accepted for a credit account the first two orders may be asked to be paid upfront.

20. E&EO (errors and omissions excepted).

Our full set of terms and conditions are available on request