

# 2024 UK Terms & Conditions

## **Statement of Trading**

- We only partner and offer trading facilities with legitimate and authentic resellers operating from a business premises and/ or using business facilities direct or via a 3rd party.
- We reserve the right to refuse to supply.

## **Account Facilities**

- New accounts are set up in £ on a proforma basis.
- After a sustainable period of trading, credit facilities may be requested.
- Subject to a satisfactory credit check, credit facilities may be offered.

### **Prices and Discounts**

- Our price list shows SSP (Suggested UK Selling Price) in £, UK trade prices and Minimum Order Quantities/ Multiples of. These are not applicable for any further discount unless agreed in writing.
- Trade prices shown are net and exclusive of VAT.
- Prices are correct at time of issue and whilst every effort will be made to maintain these prices, we reserve the right to change them in exceptional circumstances.

## **Stock Order & Delivery Procedure**

- Every order is subject to a minimum order value of £200 net. Orders below this value will not be processed.
- Purchase Orders must be in writing and emailed to <u>uk@commotion.co.uk</u>
- Subject to stock availability, and workload, orders will be despatched within 5-7 working days from receipt.
- Delivery is free to the UK Mainland on orders over £500 net. Orders under £500 net will incur a carriage charge.
- We reserve the right to place your account on stop if you exceed the terms of your account.
- Cancellations may be subject to a cancellation, and where applicable, re-stocking fee.

## **Direct Delivery Orders**

- Direct Delivery orders are processed usually within 2 working days of receipt and are usually despatched within 5 working days of receipt on a non-guaranteed next working day courier service.
- Carriage costs are included in the Direct Delivery prices. For Highlands and Offshore locations, additional charges are incurred.
  - When placing an order, the following information must be provided;
    - Confirmation that it is a Direct Delivery order.
      - Your customer's name, mobile telephone number, email address and full postal address.

### **Proforma Customer Procedures**

- Once an order has been received a proforma invoice will be emailed within 48 hours.
- Out of stock items and their availability date will be advised, you have the option to cancel these products or place them on a separate back order.
- It is your responsibility to check the proforma invoice and report any errors or changes immediately. Amendments must be requested before payment is made.
- Confirmation is required on how to proceed with the order. No amendments can be made after confirmation is received.
- Orders will be held for receipt of payment for a maximum of 10 working days.
- Payment is required in full by BACS for the total order value. If bank charges are applicable, these must be covered by yourself when instructing your bank, so that the full order value reaches our bank account.
- When payment has reached our bank account, the available items from your order will usually be despatched within 5-7 working days
- Your VAT invoice will be emailed on the day the items are despatched.
- Out of stock products that have been paid for will be despatched once they are back in stock.
- For out of stocks items that have been placed on a separate back order, payment will be requested before despatch, when the goods are available.

Commotion House | Morley Road | Tonbridge | Kent | TN9 1RA | England | Tel: +44(0)1732 225821



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### **Account Customer Procedures**

- Once an order has been received an order acknowledgement will be emailed within 48 hours.
- Out of stock items and their availability dates will be advised. It is your responsibility to check the order acknowledgement and report any errors or changes immediately.
- Items will usually be despatched within 5-7 working days providing your account is not on stop.
- A sales invoice will be emailed on the day the goods are despatched.
- Payment terms are strictly net 30 days from date of invoice, unless agreed in writing.
- We reserve the right to charge interest on overdue accounts at a rate of 1.5% per month, plus any financial charges incurred.
- Credit facilities may be adjusted at any time.

### Warranty & Quality Assurance

- All our products are tested to meet the relevant safety standards.
- All products are supplied with 12 months warranty from the date of invoice. 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, if you use the goods in a way that we do not recommend, or you fail to follow our instructions, or you make any alteration or repair without our prior written approval.

### **Delivery Shortages & Damages**

- Shortages, damaged or faulty goods must be reported with photographs of packaging and products, via email, within 5 working days of
  receipt for both stock and DD orders. It is the customer's responsibility to check the number of parcels received at the time of receipt.
- For goods showing visible damage to the outer packaging, please ensure the carrier records the damages on the transit note/delivery note before accepting the delivery. Goods damaged in transit must be reported immediately and packaging saved until your claim has been settled.
- Any claims of faulty or damaged goods must be reported in writing, with supporting photos, to our Customer Service team, via <u>uk@commotion.co.uk</u>, who will send the required documentation to be completed.
- Items found to be defective through faulty materials or workmanship will either be repaired, replaced, replacement part issued, or a credit note raised against your account.

#### **Unwanted goods**

- Unwanted goods may only be returned once authorised by our Customer Service team in writing at the customer's cost.
- A handling fee (of up to 15%) may be charged on returns.
- Goods will be inspected upon return, they must be in their original packaging and in a re-saleable condition to be eligible for credit.

#### **Descriptions, Digital & Printed Media**

- We take every care to ensure that illustrations and descriptions of our products are accurate, and we reserve the right to change product descriptions and specifications where necessary.
- Customers of Commotion Ltd may reproduce, solely for the purpose of selling or marketing, our content and images in print or digital media, ONLY products which have been purchased from Commotion Ltd. This includes TickiT<sup>®</sup> branded media and materials.
- The content of our website and catalogue (including pictures, designs, logos, photographs, text written and other materials) are the copyright trademark or registered trademark of Commotion Ltd. ALL RIGHTS RESERVED.

#### Variation

- All goods remain the property of Commotion Ltd until payment has been made in full.
- In no circumstances will Commotion Ltd be bound by any addition to or variation of these terms unless agreed in writing by a Company Director. These conditions and the contract shall be subject to and governed by the Law of England.
- I acknowledge receipt of Commotion Ltd.'s UK Terms & Conditions as detailed above.

### **UK General Data Protection Regulation**

- We only use your data to contact individuals about our news, products, offers and services as per the Data Protection Act 2018. It is stored on our secure internal system and is not sold to any third parties.
- You can choose to unsubscribe at any time by clicking the unsubscribe link in the footer of any marketing email you receive from us, or by contacting us at <u>info@commotion.co.uk</u>
- We will always treat your information with respect. For more information about our privacy practices please visit our website www.commotion.co.uk

Signed	Print Name	
Company Name	Date	
Commotion House   Morley Road	Tonbridge   Kent   TN9 1RA   England   Tel: +44(0)1732 225821	
	www.commotion.co.uk	

@2024 Commotion Ltd. Company registration no. 01748507. (E & OE)



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