



# Terms & Conditions of Sale

Below outlines our Terms & Conditions of purchase from Voice and Data Resale.

## 1. Definitions of Terms

a. In these terms & conditions 'the company' refers to Voice and Data Resale Limited, also known as VDR Resale, whose registered office is: 48 Warwick St, London W1B 5AW, UK

b. 'The customer' shall mean the contact, firm, Company, or organisation purchasing or agreeing to purchase the goods from VDR Resale.

c. Goods shall mean the equipment, parts or services to be supplied by the company.

## 2. The Prices Displayed on our Website

a. The prices on our website shop are correct at the time of publication; however they may be subject to change without notice. We will inform the customer if there is a change in price.

b. Are payable without any deduction or set off.

c. VAT is chargeable at the rate ruling at the date of dispatch.

d. Delivery charges are not included in the prices quoted. Delivery charges will be added onto the order when you reach the payment stage.

## 3. Payment process

a. Customers are required to pay via the following formats:

i) When they purchase on the website shop (by credit or debit card via stripe) or

ii) by making a bank transfer against an invoice issued and sent to the customer by VDR Resale

d. VDR Resale reserves the right not to dispatch goods for any customer with an overdue account.

e. VDR Resale reserves the right to charge interest on overdue balances and will set the rate of interest at the base rate + 8% until payment is made and without prejudice to any other rights available to the company in order to receive payment.

f. Confirmation of purchase will be sent via email when payment is received by us. We will send details regarding the delivery process and tracking numbers for your order.

#### **4. Delivery Charges**

Except when otherwise stated or advised, the delivery charges are £12.50 plus VAT per package up to 10kg and a further £12.50 per extra 10kg or part thereof to any destination on the U.K mainland. This rate may change without notice.

To learn more about our international shipping rates please visit our Delivery Rates page.

Typical deliveries are 2-3 Working days for Mainland England, Wales and Southern Scotland

Next day delivery on some occasion is available. You will be notified before purchase if 1 or more of your items is eligible for next day delivery. Additional charges may be applied.

Please note: Next day delivery from point of order is not guaranteed and will be dependent on the item being in stock.

On some occasions free delivery can be available on your order. You will be notified before purchase if 1 or more of your items is available for free delivery.

#### **5. Order Cancellation**

a. VDR Resale reserves the right to refuse the return of any goods ordered in error. Such errors must be notified to the Company within 14 days of receipt of goods.

b. No reasonable request to cancel an order will be refused by the company.

c. Goods of a specialist nature ordered by the customer cannot be cancelled without written consent by a company director. Likewise, if deposits have been paid for specialised equipment that the VDR Resale has to buy, the company reserves the right to refuse cancellation of the order.

d. The VDR Resale reserves the right to charge a handling fee of up to 25% of the invoice amount if the goods have already been dispatched before cancellation is received by the company, and for repackaging of those goods ordered in error.

e. Where an item is ordered in error it is at VDR Resales discretion whether a return is acceptable, a handling charge will be applied and original carriage costs will not be refunded.

#### **6. Returns Procedure**

a. The Customer is required to inspect the goods on receipt and to notify the company of any defects or complaints within 7 days.

b. All goods must be returned as supplied including cables, leads, power supplies etc, and product boxes in perfect condition.

Failure to do so might result in the goods being returned to the customer and the grounds for refunding the goods being nullified.

c. In the event of receiving faulty equipment, please call the sales or customer services number and request a Returns number. This will then be issued and the goods can then be returned. Ensure that paperwork with the goods includes the returns number on the outside of the parcel, as well as stating your name, telephone number, fault details and proof of purchasing.

d. Faulty goods ideally should be returned in original packaging, failing that, alternative protective packaging should be used to prevent further damage.

e. For items being returned as a result of physical damage a photo must be sent with the Return request. A member of our staff will ask you for a photo of the damaged items.

f. After you have received the Return request number, it is valid for 10 working days, after 10 working days the Return request number will be cancelled. Any goods returned without a valid Return request number will not be accepted into our warehouse.

## **7. Product Warranties**

a. The VDR Resale offer a standard 3 month warranty on all refurbished products (excluding consumable products e.g. batteries, tapes, ink cartridges).

b. The warranty commences from the delivery date to the customer.

c. In the case of new products, if the manufacturer offers a different warranty period, or different terms, the manufacturer's warranty will take precedence.

d. Manufacturers may offer an extended warranty period to customers. VDR Resale will not be required to take further part in arranging such additional warranties and the customer must take any issues to the manufacturers directly. Full details on each individual item can be obtained upon request.

e. Any misuse or abuse of goods by the customer will invalidate the warranty.

f. Except in pre-arranged circumstances, the VDR Resale Refurbished warranty is not valid on products delivered outside the United Kingdom.

g. Your statutory rights are not affected.

h. Should the goods prove not to be faulty after examination and testing by VDR Resale in our workshop, then return postage will be payable by you the customer to cover the costs of delivery.

i. VDR Resale reserves the right to repair, replace or credit faulty items at its discretion.

j. It is the responsibility of the customer to ensure the safe return of goods to VDR Resale at the customer's expense.

## **8. Returns Policy**

The goods must also be returned to VDR Resale in their original condition including all packaging, manuals etc.

The company may agree at the customer's request to supply goods on a 14-day sale or return basis. If the goods are not returned to the company within 21 days from the date of dispatch and after request to do so from the company, then the company reserves the right to invoice the goods for immediate payment. In the event of the customer wishing to return the goods, condition 7j will apply.

## **9. Ownership of the goods**

a. VDR Resale remains the owner of all items and goods supplied to the customer until such time payment has been received in full.

c. VDR Resale may for the purpose of recovering its goods enter upon any premises where they are stored and repossess the goods.

d. It is the customer's responsibility to ensure that all goods purchased from the company are fully insured against any eventuality including, but not limited to, fire, theft and flooding until such time that goods are paid for in full.

e. Customer will make sure parcels are adequately protected for transportation as VDR Resale cannot be held responsible for loss or damage to goods in transit being sent to us by a third party. Customer will not write on or use tape directly on the actual goods' packaging as this will regrettably incur a repackaging fee.

## **10. Force Majeure**

The company shall not be liable to the customer for any failure to perform its obligations due to any circumstances beyond its control (including without limitation strikes, lock-outs, industrial disputes, failure or power supply delays caused by British Telecommunications PLC or any other person, firm or company delays caused by any manufacture of goods, riots, civil disturbances, war or war-like activity, embargoes, fire explosion, flood or natural causes) and in such event the company may elect by written notice to cancel any agreement with the customer or elect that the time for performance shall be extended until such time as the company can reasonably effect performance.

## **11. Copyright**

No part of the VDR Resale website or brand may be copied.

## **12. Disclaimer**

Whilst every effort is made to ensure all details and information contained within this web site are correct the company cannot be held responsible for any omissions or errors that may occur.

From time to time, this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).

We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion.

You must not use our website in any unlawful, illegal, fraudulent or harmful way or connected to any unlawful, illegal, fraudulent or harmful purpose.

You must not use data collected from our website to contact individuals, companies or other persons or entities.

### **13. Law and Justification**

a. When, on selling goods, the customer must comply at all times with all the applicable laws and regulations.

b. These terms and conditions shall be governed and construed in accordance with English Law. In the event that by reason of court rules any action brought by the company against the customer is transferred to a court other than the Brighton & Hove Courts, the customer irrevocably consents to the transfer of such action back to the courts at Brighton & Hove.

### **14. Publication Disclaimer**

Every effort has been made to ensure that the illustrations and specifications of each product and service depicted within this web site are correct at the time of going to press.

### **15. Product Disclaimer**

VDR Resale cannot be held responsible for any discrepancies that may occur within the specifications depicted within the website. Certain manufacturers reserve the right to alter their specifications without notice. The Company cannot be held responsible for any damages incurred as a result of inconsistencies within the specifications.