



Safety First Aid - Booking Terms and Conditions

Are you a business customer or a consumer? In some areas, you will have different rights under these terms depending on whether you are a business or a consumer. You are a consumer if:

- You are an individual.
- You are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

NOTICES: IF YOU ARE A BUSINESS CUSTOMER, THE FOLLOWING TERMS OF SUPPLY APPLY TO YOUR ORDER

THE CUSTOMER'S ATTENTION IS DRAWN IN PARTICULAR TO THE PROVISIONS OF CLAUSE 9

1. INTERPRETATION

1.1 Definitions:

- **Business Day** – a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;
- **Conditions** – the terms and conditions set out in this document as amended from time to time in accordance with clause 11.6;
- **Contract** – the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Conditions;
- **Credit Account** – the Customer's credit account with the Supplier (where the Supplier has granted the Customer such an account);
- **Customer** – the person or firm who purchases the Goods from the Supplier;
- **Force Majeure Event** – an event or circumstance beyond a party's reasonable control;
- **Goods** – the goods (or any part of them) set out in the Order;
- **Order** – the Customer's order for the Goods, as set out in the Customer's purchase order form or email, the Customer's written acceptance of the Supplier's quotation, or made by telephone or by completing and submitting an order form on the Website, as the case may be;

- **Payment Terms** – terms for the payment of Goods as agreed in writing between the Customer and the Supplier from time to time (including payment terms that apply to a Credit Account);
- **Supplier** – Safety First Aid Group Limited (registered in England and Wales with company number 00622741), website www.safetyfirstaid.co.uk.

1.2 Interpretation:

1.2.1 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

1.2.2 Any phrase introduced by the terms "including, include, in particular," or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.2.3 A reference to "writing or written" includes faxes and emails.

2. Basis of Contract

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order are complete and accurate.

2.3 Where any Goods ordered are not available from the Supplier's stock following the acceptance of an Order the Customer shall be notified and given the option to either wait until the Goods are available from stock or cancel the Order and receive a full refund within 30 days from cancellation.

2.4 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

2.5 Any samples, drawings, descriptive matter or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force. All Goods are sold with the understanding that the Customer will test them in actual use and will have determined whether the products are suitable for the particular purpose to which they are to be used.

2.6 A quotation for the Goods given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 30 days from its date of issue.

2.7 These Conditions do not apply to any services provided by any businesses operated by the Supplier or by any other companies in the Supplier's group (including Safety First Aid Training, Occupational Safety Recruitment and Occupational Health Recruitment). Separate terms and conditions apply to such services which can be obtained by writing to the Supplier.

3. GOODS

3.1 The Goods are described in the Supplier's catalogue or on the Supplier's Website.

3.2 The Supplier reserves the right to amend the price or specification of the Goods or withdraw the Goods from the Website at any time including where there is a valid Contract between the Customer and the Supplier for the supply of such Goods.

3.3 The Supplier reserves the right to provide substitute Goods if the Goods are not available. Such substitute shall be of an equivalent type and quality to the Goods that the Supplier was to supply under the Contract.

4. DELIVERY

4.1 The Supplier shall ensure that:

4.1.1 each delivery of the Goods is accompanied by a delivery note that shows the date of the Order, the type and quantity of the Goods (including the code number of the Goods, if available and where applicable), special storage instructions (if any); and

4.1.2 if the Supplier requires the Customer to return any packaging materials to the Supplier, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request. Returns of packaging materials shall be at the Supplier's expense.

4.2 The Supplier shall deliver the Goods to the location set out in the Order which shall be the registered address of the cardholder of the card used to pay for the Goods or, where the Customer has a Credit Account, the delivery address that the Customer provided at the time of opening of the Credit Account (as updated from time to time in writing to the Supplier by the Customer) (Delivery Location) at any time after the Supplier notifies the Customer that the Goods are ready.

4.3 Delivery is completed on the completion of unloading of the Goods at the Delivery Location.

4.4 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide

the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.5 Non-delivery must be notified to the Supplier within five Business Days of the invoice. If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.6 If the Customer fails to take delivery of the Goods within three Business Days of the Supplier notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract:

4.6.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which the Supplier notified the Customer that the Goods were ready; and

4.6.2 the Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

4.7 If ten Business Days after the day on which the Supplier notified the Customer that the Goods were ready for delivery the Customer has not taken delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

4.8 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

4.9 The Customer shall inspect the Goods immediately upon receipt and shall notify the Supplier within three Business Days of delivery if the Goods are damaged or do not comply with any of the Contract. Any damage or short deliveries should be detailed on the carrier's paperwork, when the Customer is signing for a delivery. If the Customer fails to do so the Customer shall be deemed to have accepted the Goods.

4.10 Where a claim of defect or damage is made the Goods shall be returned by the Customer to the Supplier. The Customer shall be entitled to a full refund (including delivery costs) plus any return postal charges if the Goods do not conform with the warranty in clause 5.1.

4.11 Goods to be returned must clearly show the order number obtained from the Supplier on the package.

4.12 Goods which are not defective (i.e. Goods which do conform with the warranty in clause 5.1) will not be accepted for return unless previously agreed by the Supplier and must be received in the original packaging in a resale-able condition.

4.13 Goods accepted for return by arrangement with the Supplier will be subject to a 20% re-stocking charge.

4.14 The Customer shall telephone 0208 202 7447 or email sales@safetyfirstaid.co.uk to obtain a returns authorisation number prior to returning any Goods. Unless the Goods are defective, the return of the Goods will be at the expense of the Customer or a further return carriage charge will be levied. Please note calls may be monitored or recorded for training purposes.

4.15 Non-stock items and pharmaceuticals may not be returned unless they are defective.

5. QUALITY

5.1 The Supplier warrants that on delivery, and for a period of 12 months from the date of delivery (warranty period), the Goods shall:

5.1.1 conform in all material respects with their description; and

5.1.2 be free from material defects in design, material and workmanship.

5.2 Subject to clause 5.3, if:

5.2.1 the Customer gives notice in writing to the Supplier during the warranty period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1;

5.2.2 the Supplier is given a reasonable opportunity to examine such Goods; and

5.2.3 the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost, the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

5.3 The Supplier shall not be liable for the Goods' failure to comply with the warranty set out in clause 5.1 in any of the following events:

5.3.1 the Customer makes any further use of such Goods after giving notice in accordance with clause 5.2;

5.3.2 the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;

5.3.3 the Customer alters or repairs such Goods without the written consent of the Supplier;

5.3.4 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions or any other misuse or abuse of the Goods;

5.3.5 the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements; or

5.3.6 the Customer resells the Goods to a third party.

5.4 If Goods are returned by the Customer under clause 4.10 but the Supplier is, pursuant to clause 5.4, not liable for the Goods' failure to comply with the warranty set out in clause 5.1, if the Customer requires the Goods to be repaired, such repairs shall be at the cost of the Customer.

5.5 Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

5.6 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

5.7 The Supplier makes no warranty or representation as to the fitness for purpose or suitability of any Goods for any purpose whatsoever. The Goods are intended for use only in the UK. We do not warrant that the Goods comply with the laws, regulations or standards outside the UK.

5.8 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

6. TITLE AND RISK

6.1 The risk in the Goods shall pass to the Customer on completion of delivery.

6.2 Title to the Goods shall not pass to the Customer until the earlier of:

6.2.1 the Supplier receiving payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier has supplied to the Customer, in which case title to the Goods shall pass at the time of payment of all such sums; or

6.2.2 the Customer reselling the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 6.4.

6.3 Until title to the Goods has passed to the Customer, the Customer shall:

6.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;

6.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

6.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;

6.3.4 notify the Supplier immediately if it becomes subject to any of the events listed in clause 8.1; and

6.3.5 give the Supplier such information relating to the Goods as the Supplier may require from time to time.

6.4 Subject to clause 6.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Goods. However, if the Customer resells the Goods before that time:

6.4.1 it does so as principal and not as the Supplier's agent; and

6.4.2 title to the Goods shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.

6.5 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 8.1, then, without limiting any other right or remedy the Supplier may have:

6.5.1 the Customer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and

6.5.2 the Supplier may at any time:

6.5.2.1 require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product; and

6.5.2.2 if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

7. PRICE AND PAYMENT

7.1 The price of the Goods shall be the price set out on the Supplier's Website as at the date of delivery or, where a quotation is provided, the price set out in the Supplier's quotation where such quotation remains valid under clause 2.7.

7.2 The Supplier may, by giving notice to the Customer at any time up to one Business Day before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods or availability of the Goods that is due to:

7.2.1 any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

7.2.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered; or

7.2.3 any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.

7.3 If the Supplier discovers an error in the price of products regardless of the source of that error, the Supplier will inform the Customer as soon as possible and give the Customer the option of reconfirming the Order at the correct price (and credit or debit the Customer's account as applicable) or cancelling the Customer's Order. If the Supplier is unable to contact the Customer, the Supplier may treat the Order as cancelled. If the Customer chooses to cancel the order after the incorrect order price has already been paid, the Customer will receive a full refund from the Supplier.

7.4 Any discount or offer is at the sole discretion of the Supplier and the Supplier reserves the right to refuse qualification without recourse.

7.5 The price of the Goods:

7.5.1 includes amounts in respect of value added tax (VAT); but

7.5.2 excludes the costs and charges of insurance and transport of the Goods, which shall be charged to the Customer at the point of confirming the Order.

7.6 The Customer must make payment in full for the Goods prior to the dispatch of Goods or completion of delivery or subject to any other Payment Terms agreed with the Supplier.

7.7 Where Goods and Services extend over more than one invoice period, each invoice raised shall be deemed to be a separate contract and the Customer shall pay in full the amount payable under the invoice raised, notwithstanding any rights which the Customer may claim in respect of any other Goods and Services under any other contract between the parties.

7.8 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

7.9 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

8. TERMINATION

8.1 Without limiting its other rights or remedies, the Supplier may terminate this Contract with immediate effect by giving written notice to the Customer if:

8.1.1 the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within five Business Days of that party being notified in writing to do so;

8.1.2 the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

8.1.3 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or

8.1.4 the Customer's financial position deteriorates to such an extent that in the Supplier's opinion, the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

8.2 Without limiting its other rights or remedies, the Supplier may suspend provision of the Goods under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 8.1.1 to clause 8.1.4, or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

8.3 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

8.4 On termination of the Contract for any reason the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest.

8.5 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as of termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.

8.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

9. LIMITATION OF LIABILITY

The customer's attention is particularly drawn to this clause.

9.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

9.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);

9.1.2 fraud or fraudulent misrepresentation;

9.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979;

9.1.4 defective products under the Consumer Protection Act 1987; or

9.1.5 any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.

9.2 Subject to clause 9.1:

9.2.1 the Supplier shall under no circumstances be liable for withdrawing any Goods from its Website or for refusing to process an Order;

9.2.2 the Supplier shall under no circumstances whatsoever be liable to the Customer, 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; and

9.2.3 the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £1,000,000.

9.3 This Clause 9 shall survive termination of the Contract.

10. FORCE MAJEURE

Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure results from a Force Majeure Event.

10.1 Assignment and other dealings

10.1.1 The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract, but will always attempt to notify you if this happens.

10.1.2 The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier.

10.2 Confidentiality

10.2.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group to which the other

party belongs, except as permitted by clause 11.2.2. For the purposes of this clause, group means, in relation to a party, that party, any subsidiary or holding company from time to time of that party, and any subsidiary from time to time of a holding company of that party.

10.2.2 Each party may disclose the other party's confidential information:

10.2.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 11.2; and

10.2.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

10.2.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

10.3 Data Protection. The Supplier shall process any personal data received from or on behalf of the Customer in accordance with its Privacy Policy. A copy of the Supplier's Privacy Policy can be located at www.safetyfirstaid.co.uk/privacy-policy

10.4 Copyright. Any information supplied by the Supplier in printed, electronic or other form is subject to copyright. Reproduction or redistribution of any of this material is prohibited.

10.5 Entire agreement

10.5.1 This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

10.5.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

10.6 Variation. No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

10.7 Waiver. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

10.8 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

10.9 Notices

10.9.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, or fax or email.

10.9.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 11.9.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email, one Business Day after transmission.

10.9.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

10.10 Third party rights. No one other than a party to this Contract shall have any right to enforce any of its terms.

10.11 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

10.12 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.

If you are a consumer, the following terms of supply apply to your order

1. THESE TERMS

1.1 What these terms cover. These are the terms and conditions on which we supply goods to you.

1.2 Why you should read them. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms please contact us to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 Who we are. We are Safety First Aid, a trading brand of Safety First Aid Group Limited, a company registered in England and Wales. Our company registration number is 00622741 and our registered office is at Avenue One, Letchworth Garden City, SG6 2WW. Our registered VAT number is GB 229 6641 42.

2.2 How to contact us. You can contact us by telephoning us at 020 8202 7447 or by writing to us at sales@safetyfirstaid.co.uk or our postal address set out above.

2.3 How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

3.1 How we will accept your order. Our acceptance of your order will take place when we email you to accept it or inform you over the telephone that we have accepted it, at which point a contract will come into existence between you and us. We may choose not to accept an order for a variety of reasons.

3.2 If we cannot accept your order. If we are unable to accept your order, we will inform you of this and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.

3.3 Your order number. We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

4. OUR PRODUCTS

4.1 Products may vary slightly from their pictures. The images of the products on our website or in our brochure are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours or a picture in our brochure accurately reflects the colour of the products. Your product may vary slightly from those images.

4.2 Product packaging may vary. The packaging of the product may vary from that shown in images on our website or in our brochure.

5. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else that would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 8 - Your rights to end the contract).

6. OUR RIGHTS TO MAKE CHANGES

6.1 Minor changes to the products. We may change the product:

6.1.1 to reflect changes in relevant laws and regulatory requirements. For example, changes may be made to the products if such changes were required for health and safety reasons; and

6.1.2 to implement minor technical adjustments and improvements. These changes will not affect your use of the product.

6.2 More significant changes to the products and these terms. In addition, as we told you over the telephone, set out in our brochure or as we informed you in the description of the product on our website, or told you in the course of email exchanges, we may make the following changes to the product, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any products paid for but not received:

6.2.1 a substitute product if we are unable to supply the product that you ordered.

7. PROVIDING THE PRODUCTS

7.1 Delivery costs. The costs of delivery will be as told to you over the phone, set out in our brochure, displayed to you on our website or told to you in the course of email exchanges during the order process.

7.2 When we will provide the products. During the order process we will let you know when we will provide the products to you. We will deliver the products to you as soon as reasonably possible and in any event within 30 days after the day on which we accept your order.

7.3 We are not responsible for delays outside our control. If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event,

but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

7.4 If you are not at home when the product is delivered. If no one is available at your address to take delivery and the products cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange delivery or collect the products from a local depot.

7.5 If you do not re-arrange delivery. If after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 10.2 will apply.

7.6 When you become responsible for the goods. A product will be your responsibility from the time we deliver the product to the address you gave us.

7.7 When you own goods. You own a product once we have received payment in full.

7.8 What will happen if you do not give required information to us. We may need certain information from you so that we can supply the products to you, for example, your name and contact details, the delivery address, your choices of product, how many products you would like, your payment details and your billing address. We will ask you for this information on our website or over the telephone during the order process, or we may contact you after the order process in writing or over the telephone to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 10.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

7.9 Reasons we may suspend the supply of products to you. We may have to suspend the supply of a product at any time to:

7.9.1 deal with technical problems or make minor technical changes;

7.9.2 update the product to reflect changes in relevant laws and regulatory requirements; or

7.9.3 make changes to the product as notified by us to you (see clause 6).

7.10 Your rights if we suspend the supply of products. We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. If we have to suspend the product we will

adjust the price so that you do not pay for products while they are suspended. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 60 days and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

7.11 We may also suspend supply of the products if you do not pay. If you do not pay us for the products when you are supposed to (see clause 13.4) we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will not charge you for the products during the period for which they are suspended.

8. YOUR RIGHTS TO END THE CONTRACT

8.1 You can always end your contract with us. Your rights when you end the contract will depend on what you have bought, how the contract with us was formed (for example, was this online or via email, fax or telephone), whether there is anything wrong with it, how we are performing and when you decide to end the contract:

8.1.1 If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), see clauses 11 and 12;

8.1.2 If you want to end the contract because of something we have done or have told you we are going to do, see clause 8.2;

8.1.3 If you have just changed your mind about the product, see clause 8.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods;

8.1.4 In all other cases (if we are not at fault and there is no right to change your mind), see clause 8.6.

8.2 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at 8.2.1 to 8.2.5 below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

8.2.1 we have told you about an upcoming change to the product or these terms which you do not agree to (see clause 6.2);

8.2.2 we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;

8.2.3 there is a risk that supply of the products may be significantly delayed because of events outside our control;

8.2.4 we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 60 days.

8.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013). For most products bought over the telephone, by mail order, by exchange of emails or online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

8.4 When you don't have the right to change your mind. You do not have a right to change your mind in respect of:

8.4.1 any products that are bespoke and outside of the product range we generally offer; e.g. non-stock products purchased specifically on your behalf;

8.4.2 products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them; and

8.4.3 any products which become mixed inseparably with other items after their delivery.

8.5 How long do I have to change my mind? You have 14 days after the day you (or someone you nominate) receives the goods, unless:

8.5.1 Your goods are split into several deliveries over different days. In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery to change your mind about the goods.

8.6 Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you do not have a right to change your mind (see clause 8.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for goods is completed when the product is delivered and paid for. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

9. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

9.1 Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:

9.1.1 Email. Email us at sales@safetyfirstaid.co.uk. Please provide your name, home address, details of the order and, where available, your phone number and email address.

9.1.2 Online. Complete the Cancellation Form available at the end of these terms and conditions.

9.1.3 By post. Print off the Cancellation Form available at the end of the terms and conditions and post it to us at the address on the form. Or simply write to us at that address, including details of what you bought, when you ordered or received it and your name and address.

9.2 Returning products after ending the contract. If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must either post them back to us at Avenue One, Letchworth Garden City, SG6 2WW or (if they are not suitable for posting) allow us to collect them from you. Please call customer services on 020 8202 7447 or email us at sales@safetyfirstaid.co.uk for a return label or to arrange collection. If you are exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.

9.3 When we will pay the costs of return. We will pay the costs of return:

9.3.1 if the products are faulty or misdescribed; or

9.3.2 if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong; in all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.

9.4 What we charge for collection. If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection.

9.5 How we will refund you. If you are entitled to a refund under these terms we will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

9.6 Deductions from refunds if you are exercising your right to change your mind.

9.6.1 We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

9.6.2 The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

9.7 When your refund will be made. We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind under clause 8.5 then:

9.7.1 If the products are goods your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For information about how to return a product to us, see clause 9.2.

9.7.2 In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

10. OUR RIGHTS TO END THE CONTRACT

10.1 We may end the contract if you break it. We may end the contract for a product at any time by writing to you if:

10.1.1 you do not make any payment to us when it is due and you still do not make payment within two days of us reminding you that payment is due;

10.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example, the information listed in clause 7.11; or

10.1.3 you do not, within a reasonable time, allow us to deliver the products to you or collect them from us.

10.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

10.3 We may withdraw the product. We may write to you to let you know that we are going to stop providing the product. We will let you know at least 5 Business Days in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products that will not be provided.

11. IF THERE IS A PROBLEM WITH THE PRODUCT

How to tell us about problems. If you have any questions or complaints about the product, please contact us. You can telephone us at 020 8202 7447 or write to us at

sales@safetyfirstaid.co.uk or Avenue One, Letchworth Garden City, Hertfordshire, SG6 2WW, United Kingdom.

12. YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A CONSUMER

12.1 We are under a legal duty to supply products that are in conformity with this contract. Nothing in these terms will affect your legal rights.

12.2 Your obligation to return rejected products. If you wish to exercise your legal rights to reject products you must post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please call us on 020 8202 7447 or email us at sales@safetyfirstaid.co.uk for a return label or to arrange collection.

13. PRICE AND PAYMENT

13.1 Where to find the price for the product. The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 13.3 for what happens if we discover an error in the price of the product you order.

13.2 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

13.3 What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

13.4 When you must pay and how you must pay. We accept payment by all major debit and credit cards. For goods, you must pay for the products before we dispatch them.

13.5 We can charge interest if you pay late. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual

payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

13.6 What to do if you think an invoice is wrong. If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

14. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

14.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with the terms of the contract between us, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

14.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products including the right to receive products which are: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care and, where installed by us, correctly installed; and for defective products under the Consumer Protection Act 1987.

14.3 We are not liable for business losses. If you are a Consumer we only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

14.4 We are not liable for withdrawing any Goods from the Website or for refusing to process an Order.

15. HOW WE MAY USE YOUR PERSONAL INFORMATION

15.1 How we may use your personal information. We will only use your personal information as set out in our Privacy Policy. Our Privacy policy can be accessed at safetyfirstaid.co.uk/privacy-policy.

16. OTHER IMPORTANT TERMS

16.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under the Contract between us to another organisation. We will

always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

16.2 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

16.3 Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract between us.

16.4 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

16.5 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

16.6 Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

16.7 Alternative dispute resolution. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. Please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform.

16.8 Discount Code Exclusions. Where a discount code has been issued, products listed within the exclusions category link will be exempt from the promotion (unless otherwise stated) at www.safetyfirstaid.co.uk/code-exclusions.

SCHEDULE 1 – CANCELLATION FORM

(Complete and return this form only if you wish to withdraw from the contract)

To: Safety First Aid Group Limited Address: Avenue One, Letchworth Garden City,
Hertfordshire, SG6 2WW, United Kingdom. Telephone Number: 020 8202 7447 Fax
Number: 0800 281 655 Email address: sales@safetyfirstaid.co.uk

*I/We [] hereby give notice that I/We [] cancel my/our [] contract of sale of the
following goods []/for the supply of the following service [*],*

Ordered on []/received on [],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

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