



## VIRTUS FLEET LIMITED

Terms & Conditions of Business

Version 3.0 – 5<sup>th</sup> March 2018

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These Terms and Conditions ('the Terms') govern your relationship with Virtus Fleet Limited (company number 06425742) (Virtus, we or us). Please read them carefully as they affect your rights and liabilities under the law. If you do not agree to these terms, please do not place an Order for Goods or Services with us.

All Orders for Goods or Services accepted by us will be subject to the following Terms which will form part of and will govern the contract of sale. No variation of these Terms will be accepted unless agreed in writing by an authorised person of Virtus. We will not accept the inclusion of any alternative Terms by you which conflict with, alter or add to these Terms.

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### 1. Definitions

'Contract' means any contract between you and us for the sale and purchase of Goods or Services, incorporating these Terms.

'Goods' means an individual product or good including Software as described in our literature or website.

'Normal Working Hours' means 9am to 5pm on a Working Day.

'Order' means an order for Goods or Services made by you in accordance with these Terms.

'Order Confirmation' means our written acceptance of your Order.

'Services' means service and support provided by us to you.

'Software' means computer program(s) and associated documentation.

'Working Day' means Monday to Friday, excluding Bank or other Public holidays.

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## **2. Orders**

When you place an Order for Goods or Services, this will be regarded as an offer by you to purchase the Goods or Services subject to these Terms and we shall not be obliged to accept your offer at our discretion.

We will send you an Order Acknowledgement on receipt of your Order. This is not an order confirmation or order acceptance by us.

We will accept your offer and create a Contract with you by sending to you an Order Confirmation once we have confirmed availability of the Goods or Services, verified your credit card or payment details as necessary and prepared the Goods for dispatch. We reserve the right to obtain validation of your credit or debit card details before providing you with any Goods or Services.

1. The Order Confirmation will be binding on you unless there is an inadvertent discrepancy between the Goods or Services that you ordered and those detailed in the Order Confirmation. You should notify us as soon as you become aware of any such discrepancy.
2. If we are unable to accept your Order, we will inform you of this and will not charge you for the Goods. This might be because the Goods are 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. If we cannot supply the Goods ordered by you, we reserve the right to offer alternative Goods of equal or superior quality. Any such changes will be detailed in the Order Confirmation that will be subject to your acceptance. If you do not accept the alternative Goods offered within 5 days from the receipt of the Order Confirmation, your Order will be deemed as cancelled and we refund of any money paid to us in respect of that Order, including carriage charges. This shall be your sole remedy.
4. We make every effort to supply the Goods as advertised but reserve the right to supply the Goods subject to minor variations in actual dimensions and specifications where necessary. Images of Goods are provided for illustrative purposes only and the actual Goods you receive may differ from the image displayed in the catalogue or on our website, especially with generic products. In case of any variations the process described in clause 2.5 shall apply.
5. When you place an Order, you are undertaking to us that:
  - all details you provide to us for the purpose of purchasing Goods or Services are correct, and
  - the credit or debit card you use to make a purchase from us is your own card, that you are authorised to use it, and that there are sufficient funds or credit facilities to cover the cost of any Goods or Services you order from us.

## **3. Prices and Payment**

1. Goods and Services, together with VAT, are invoiced at the price prevailing at the time of your Order.
2. We reserve the right to vary our prices from time to time, but changes will not affect any Order you have already placed.
3. Before you submit an Order, you will be notified of any additional charges including shipping and handling costs or insurance.
4. We will not supply Goods or Services to you until payment has been received in full.
5. Payment for Goods to be delivered on the UK mainland may be made by cheque, UK issued Visa, MasterCard, Maestro, American Express or PayPal (PayPal payment will be taken upfront). All Orders for Goods to be delivered to the Republic of Ireland must be paid for by MasterCard or Visa issued in the Republic of Ireland only.

#### 4. Delivery and Risk

1. We will contact you with an estimated delivery date. Unless we agree otherwise with you, then we will normally ensure that Goods are delivered to you no later than 30 days from the day after you submitted your Order to us.
2. We shall use reasonable endeavours to despatch Goods to you by the estimated delivery date and time. If our supply of the Goods is delayed by an event outside our reasonable 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 a substantial delay, you may contact us to end the Contract and receive a refund for any Goods you have paid for but not received.
3. If we do not get the Goods to you by the estimated delivery date, then you may cancel your Order straight away if any of the following apply:
  - we have refused to deliver the Goods;
  - delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
  - you told us before we accepted your Order that delivery within the deadline was essential.
4. If you do not wish to cancel your Order straight away, or do not have the right to do so under clause 4.3, you can give us a new deadline for delivery, which must be reasonable, and you can cancel your Order if we do not meet the new deadline.
5. If you do choose to cancel your Order for late delivery under clause 4.3 or 4.4, you can do so for just some of the Goods or all of them, unless splitting them up would significantly reduce their value. If the Goods have been delivered to you, you will have to return them to us or allow us to collect them, and we will pay the costs of this. After you cancel your Order we will refund you any sums you have paid to us for the cancelled Goods and their delivery.
6. Delivery is deemed to take place when the Goods are delivered to your nominated address, whereupon the risks of loss, breakage and all damage and all other risks shall pass to you.
7. If you cannot accept delivery, we may at our option re-arrange delivery provided that we may charge you for the additional delivery costs incurred.
8. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract in accordance with Clause 5.3.b.
9. Upon delivery of the Goods, you will be asked to sign a Proof of Delivery to acknowledge safe receipt. It is your responsibility to ensure that the number of packages delivered corresponds with the number stated on the delivery note. Where a discrepancy occurs or where there is evident damage to the packaging, you should either note this on the Proof of Delivery or refuse to accept delivery of the Order.
10. We shall not be liable for discrepancies or damage evident on delivery where you accept delivery and sign the Proof of Delivery without amendment.
11. You may request a copy of the Proof of Delivery, provided that this request is made within 7 days of the date of delivery and we shall use reasonable endeavours to provide such proof. If you do not make such a request, or notify us in accordance with clause 5.2 then we shall be entitled to assume that all the Goods in your Order have been delivered successfully.

#### 5. Returns

**The rights of return under this clause 5 are in addition to any other legal rights available to you, including under the Consumer Rights Act 2015. Please note that advice and information about your legal rights is available from your local Citizen's Advice Bureau or Trading Standards Office.**

1. If you need to return Goods to us, then a Goods Return Authorisation Number (RAN) *must* be obtained from us for each and every return so that we are able to administratively process your return, otherwise we have no means of identifying the Goods being returned. This may result in

difficulties in returning monies. You will be sent a RAN acknowledgement by email. The RNA must be clearly shown on each parcel returned, and must be in the original manufacturer's packaging (which shall not be defaced) complete with accessories, manuals and documentation. Software packages, if applicable, must be returned unopened with the Software seals intact. Except in the case of faulty Goods, returned items not complying with these requirements will be rejected.

2. You should notify us immediately and in any event no longer than 48 hours after delivery in the event that Goods are found to be damaged on delivery, items are missing or the Goods are not as specified in the Order Confirmation or have been delivered to you by mistake. Nothing in this clause affects your rights under clause 5.7 below.

#### *Address for Returns of Goods*

If you are posting Goods to us for whatever reason, then please send such items to: Virtus Fleet Ltd, 3 Colne Court Way, Colne Way, Watford, WD24 7NE

#### **a) Your Right to Cancel if you change your mind**

You are entitled to cancel your Order for any reason until, but no later than the end of the 14th day after the day of receipt of the Goods.

- The easiest way to cancel Goods purchased from us is to email written notice of cancellation to [info@virtusfleet.co.uk](mailto:info@virtusfleet.co.uk)
- If the Goods have been delivered to you before you decide to cancel your Order, you must return the Goods to us in their original condition and undamaged without undue delay and in any event not later than 14 days after the day on which you let us know that you wish to cancel your Order. When you cancel an order, you will have to pay the carriage costs for returning the Goods to us (unless the Goods are faulty or not as described or we have not been able to supply the Goods as ordered and have substituted alternative Goods). You must take reasonable care to ensure that the Goods are properly packaged so that they will not be damaged whilst in transit. If you do not arrange to return the Goods to us, then you are under a duty to make the Goods available for collection at your expense from the address to which they were delivered.
- You do not have a right to change your mind and to cancel a purchase for Software supplied on CD, DVD or other similar storage devices if the Software packaging has been unwrapped or the seal has been broken or if the Goods become mixed inseparably with other items after their delivery.

When you cancel an Order, we will:

- refund the price paid for the Goods. However, please note we are permitted by law to reduce your refund 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;
- make any refunds due to you as soon as possible and in any event within the deadlines indicated below:
  - if you have received the Goods and we have not offered to collect it from you: 14 days after the day on which we receive the Goods back from you or, if earlier, the day on which you provide us with evidence that you have sent the Goods back to us; or
  - if you have not received the Goods or you have received them and we have offered to collect them from you: 14 days after you inform us of your decision to cancel the Order.

#### **b) Our Right to Cancel**

We may end this Contract at any time by writing to you if:



- you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;
- you do not, within a reasonable time, allow us to deliver the Goods; and
- you do not, within a reasonable time, allow us access to your premises to supply the Services. If we end this Contract in the situations set out above 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.

### 3. Care of Goods to be Returned

Whilst in possession of the Goods you are under a statutory duty to take reasonable care of them. We reserve the right to claim against you for Goods returned which have been made unfit for resale or damaged whilst in your possession.

### 4. Return of Defective Goods

- We are under a legal duty to provide Goods that are in conformity with this Contract.
- We will always attempt to repair Goods before issuing replacement.
- In the event that Goods are found to be defective or which do not conform with the Contract (**Defective Goods**) at any time within the first 30 days from delivery then please contact us as soon as you become aware of the defect, ensuring that you have the item's serial number available to provide to our staff. You are entitled to reject any Defective Goods at any time within the first 30 days from delivery and claim a full refund. It is your responsibility to package and secure the Goods prior to collection to prevent damage during their return to us.
- While you remain entitled to reject any Defective Goods after the 30 day period from delivery has expired, we nevertheless reserve the right to repair or replace such Defective Goods (or the defective part) in the first instance. In the event that the repaired or replaced goods are still non-conforming or if a repair or replacement is impossible or not carried out within a reasonable time, you will be entitled to return the goods and claim a refund.
- If we arrange for a courier collection of your Goods, this will normally take place between 9.00am and 5.30pm, and it is your responsibility to ensure that someone will be present at the collection address when the courier arrives.
- If we receive the returned Defective Goods following the first 30-day period and if following the testing process the Defective Goods are found to be in good working order without defect, we reserve the right to either:
  - return the Goods to you, and the carriage costs of this return will be your responsibility or;
  - charge a 25% restocking fee

Please note that if you have, in the meantime, required us to provide you with replacement Goods before completion of the testing process, you will be liable to pay for these Goods. If, when we examine the Defective Goods, it is evident that the defect has arisen because you have failed to follow Virtus's instructions as to the storage, installation, commissioning, use or maintenance of the Goods, or if you have altered the Goods without the written consent of Virtus then we reserve the right to refuse a repair, replacement or refund.

- Leads such as SOT, KRAM and CONNECTS cannot be accepted.

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### 5. Warranty Claims

- All Goods have a 12 month warranty from date of purchase.
- If Goods become faulty more than 30 days after delivery then you are advised to invoke the RNA procedure as stated in Clause 5.
- Please be aware that the warranty covers the Goods and will not cover any associated costs.

### DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY



- We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.
- You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.
- You expressly agree that your use of, or inability to use, the service is at your sole risk.
- In no case shall Virtus, our directors, employees, affiliates, agents or contractors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the product or service even if advised of their possibility. Because some circumstances do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such cases, our liability shall be limited to the maximum extent permitted by law.

### **Provision of Services**

- If you purchase Services from us, then we shall use our skill and expertise to carry out the Services to a standard equivalent to that of a competent computer professional, and shall warrant our work as free from defects, for a period of 30 days after completion. In particular, we cannot be held responsible for any fault or damage not caused by our services engineers or their contracted agents. In the event of a claim arising relating to the level of skill and judgement applied in the course of providing Services, we reserve at our sole discretion the right to appoint an independent expert in the field to appraise the work carried out in the execution of the Service(s).
- We accept no liability for any charges or associated costs incurred in the event the goods are been replaced/ repaired under warranty. All costs will be borne by you.
- We accept no liability for equipment installed or configured by us when the equipment has subsequently been altered or configured by persons other than ourselves or our agents. Except as set out here, all other express or implied terms or warranties relating to the Services are excluded to the fullest extent permitted by law.
- Please note services provided by EE are separate from Virtus and we are not liable for any failures on their behalf.

### **6. Our Liability**

1. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered this contract.
2. You agree to use the products for its intended purpose. Where this is not the case we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
3. We do not in any way exclude or limit our liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation.



## **7. Events outside our control**

1. We shall not be liable to you or be deemed to be in breach of contract by reason of delay in performing or any failure to perform any of our obligations in respect of the Goods or Services, if the delay or failure was due to any event beyond our reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as events beyond our reasonable control: act of God, explosion, flood, tempest, fire or accident; war, threat of war, sabotage, insurrection, civil disturbance or requisition; acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; import or export regulations or embargoes; strikes, lock-outs or other industrial actions or trade disputes of a third party; difficulty in obtaining materials, labour or machinery; and power failure or breakdown in machinery.
2. We will contact you as soon as possible to let you know about the delay or failure 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 a substantial delay, you may contact us to end the Contract and receive a refund for any Goods or Services you have paid for but not received.

## **8. Errors**

1. We make every effort to ensure that all prices and descriptions quoted in our catalogue and on our website are correct and accurate, but it is always possible that, despite our best efforts, some of the prices or descriptions may be incorrect. If we accept and process your order where a pricing or description error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing or incorrect description, we may end the Contract, refund you any sums you have paid and require the return of any Goods provided to you. In the case of a manifest error in relation to price, you will be entitled to purchase the Goods or Services by paying the difference between the quoted price and the correct price, as confirmed in writing by us after the manifest error has been discovered. A 'manifest error', as the term is used in this paragraph, means, in relation to an incorrect price, a price quoted in error by us which is more than 10% less than the price that would have been quoted had the mistake not been made.

## **9. Data Protection**

1. We have a full and detailed privacy statement available which forms part of our Terms & Conditions.
2. The Virtus website employs the SSL (Secure Socket Layer) encryption standard in all secure areas, including login pages, customer information and payment details. Provided that you are using an SSL-compliant browser you will be able to conduct encrypted transactions without fear of an intermediary obtaining your credit card information.
3. Data Protection & Data Security Data is maintained under the provisions of the Data Protection Act (1998). Virtus may contact you from time to time to verify and update the data Virtus holds on your records.
4. Information Automatically Logged We may use your IP (Internet Protocol) address to help diagnose problems with our server and to administer our website. Your IP address is also used to help gather broad demographic information. A disk-based cookie (non session) is used for identification.
5. Registration and data sharing Our site registration and Order form requires you to give us contact information (such as name, email, and postal address), unique identifiers (such as username and password), demographic information (such as postcode), and financial information (such as account reference and transaction values). This data is securely stored for use in all our marketing communications and analysis databases.



6. You agree that we may use personal information provided by you in order to conduct appropriate anti-fraud checks. Personal information that you provide may be disclosed to a credit reference or fraud prevention agency, which may keep a record of that information.
7. Please note that we may record and monitor inbound and outbound calls and electronic traffic for training purposes.

#### **10. Trade Names & Trade Marks**

1. Both parties hereby acknowledge the intellectual property rights of suppliers and manufacturers of the Goods appearing in our sales literature and on our website.

#### **11. General Terms of Business**

1. Nothing in these Terms affects your legal rights as a consumer.
2. Any variation of this Contract must be in writing and signed by a duly authorised Virtus official.
3. You must not transfer any contract made with us under these Terms, as it is personal to you, without written authority from us. This authority will not be refused without good reason.
4. If any part of these Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from the Terms and shall not affect the validity and enforceability of any of the remaining provisions of the Terms.
5. No waiver by us shall be construed as a waiver of any proceeding or succeeding breach of any provision.
6. You confirm that, in agreeing to accept the Terms, you have not relied on any representation save insofar as the same has expressly been made a part of these Terms and you agree that you shall have no remedy in respect of any representation. Nothing in these Terms shall limit or exclude our liability in respect of any fraudulent or negligent misrepresentation whether or not such has become a part of the Terms.
7. These Terms shall be governed by the relevant laws of England and Wales and construed in accordance with the relevant laws of England and Wales and you irrevocably submit to the exclusive jurisdiction of the relevant courts of England and Wales.

If you have any complaints with the Goods or Services provided by us please contact Customer Services by post or hand delivery addressed to Virtus Fleet Limited, 3 Colne Court Way, Colne Way, Watford, WD24 7NE

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