

Terms and Conditions

1 Definitions

"The Buyer" and the terms "you", "your" and "yours" mean the person who agrees to buy Goods and Services from CPS through the Website.

"CPS" means The Churches Purchasing Scheme Limited, company No. 01811698, registered in England at Beaufort House, Brunswick Road, Gloucester GL1 1JZ.

"Goods" and "Services" mean the goods and/or services agreed to be supplied by CPS to the Buyer under a contract of sale.

"The Website" means CPS's website - currently <http://www.cpsonline.co.uk/>.

2 Conditions

- 2.1 These Terms and Conditions of Sale do not affect the Buyer's statutory rights as a consumer.
- 2.2 All contracts of sale made by CPS shall be deemed to incorporate these Terms and Conditions of Sale which shall prevail over any other document or communication.
- 2.3 No variation to these Terms and Conditions of Sale shall be valid unless expressly agreed in writing and signed by CPS.
- 2.4 The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of CPS which is not set out in these Terms and Conditions of Sale. Nothing in this condition shall exclude or limit CPS's liability for fraudulent misrepresentation.
- 2.5 Each order for Goods and Services by the Buyer from CPS shall be deemed to be an offer by the Buyer to buy Goods and Services subject to these Terms and Conditions of Sale.
- 2.6 Any quotation is given on the basis that no contract shall come into existence until CPS despatches an acknowledgement of order to the Buyer. Any quotation is valid for a period of 30 days from its date, provided that CPS has not previously withdrawn it.

3 Description

- 3.1 All samples, drawings, descriptive matter, specifications and advertising issued by CPS and any descriptions or illustrations contained in CPS's catalogues or Website are issued or published for the sole purpose of giving an approximate idea of the Goods and Services described in them. The limitations of the web browser, screen resolution or monitor being used may mean that colours and finishes of products and swatches shown, may vary from those of the actual products. They shall not form part of the contract and this is not a sale by sample. DN is there a catalogue or any other type of marketing brochure etc which should be included here?
- 3.2 All prices and specifications illustrated on this Website are correct at the time of publishing but may be subject to change without notice due to circumstances beyond our control.
- 3.3 The Buyer shall notify CPS at the time of ordering if specific Goods are to match existing products previously ordered from CPS.

4 Prices and Payment

- 4.1 The price is as set out in CPS's price list published on the Website at the time of ordering. CPS reserves the right to amend any prices which are inaccurate at the time of ordering within 48 hours of receipt of the Buyer's order by CPS.
- 4.2 All prices are subject to VAT at the prevailing rate at time of despatch - (with the exception of altar breads and non-alcoholic communion wine).
- 4.3 Account holders: Payment terms are strictly 30 days for existing account holders.
- 4.4 New customers: Buyers who are not existing account holders may pay either be made by cheque or credit card prior upon ordering. Alternatively application to open a credit account can be made directly to CPS's office.
- 4.5 30 day credit terms are subject to status. Accounts outstanding for more than 60 days will be subject to a daily interest charge on the full sum outstanding at the annual rate of 2% above the base lending rate of National Westminster Bank plc and interest shall accrue from the date when payment becomes due, until the date of payment.
- 4.6 Overpayments of £5 or less will be held against the Buyer's account for a period of 90 days. If the overpayment has not been used within this period, it will be written off. Where an overpayment is in excess of £5 or overpayment has been made by a new customer who does not hold an account, the full payment will be returned to the Buyer.

5 Credit Card Security

- 5.1 CPS's on-line shop is built using a software product called 'Actinic Catalog'. Every credit or debit card purchase the Buyer makes with CPS is encrypted using Actinic's 128 bit encryption. This encryption is approved for secure credit card processing by the leading UK banks. There have been no documented cases of credit card fraud using the Actinic 128 bit encryption process.
- 5.2 All credit card numbers are encrypted in the software when the order is placed. They are only decrypted after they reach

CPS's system.

- 5.3 At no time are the Buyer's details held in clear text on the ISP server or web site. To view the white paper on Actinic's security <http://www.actinicdownloads.com/docs/whitepapers/Security.pdf>

6 Orders

- 6.1 CPS reserves the right to decline any order received.
- 6.2 CPS will not sell or deliver alcohol to anyone who is, or appears to be, under the age of 18. By placing an order the Buyer confirms that he is at least 18 years old and CPS reserves the right not to deliver if CPS remains unsure of this.
- 6.3 The Buyer shall ensure that the terms of its order and any applicable specification are complete and accurate.
- 6.4 All orders for furniture are confirmed in writing. It is the Buyer's responsibility to check that the details are correct and to advise CPS of any discrepancies immediately.
- 6.5 Orders cannot be cancelled once the Goods have been despatched or Services have been deployed. CPS cannot accept cancellation of orders for specially made items once manufacture has commenced.
- 6.6 Gopak tables are made to order. If such tables are delivered in accordance with the Buyer's original specifications and are then not required, Gopak reserve the right to levy a collection and restocking charge equivalent to 50% of the original value.

7 Delivery

- 7.1 Delivery times for UK mainland orders will depend on the product ordered. To confirm delivery times please ring 08454 584 584 or email sales@cpsonline.co.uk. Orders are not accepted for overseas delivery.
- 7.2 Unless otherwise specified in accordance with clause 7.3, Some chairs may incur a delivery cost and should this be the case you will be notified of the cost prior to your order being processed.. All other UK mainland orders over £25 will be delivered carriage free. A 'small order' charge of £5 plus VAT will be added to all orders under £25 excluding VAT.
- 7.3 In the event that particular Goods are excessively heavy or bulky, CPS reserves the right to charge an additional delivery fee, even where the total order is over £25. This delivery charge will be notified to the Buyer at the time of the order.
- 7.4 Delivery of Goods will be carried out by a third party and CPS accepts no responsibility for any delay or change to delivery times outside of CPS's control. Whilst every reasonable effort shall be made to keep any delivery date, time of delivery shall not be of the essence and CPS shall not be liable for any losses, costs, damages or expenses incurred by the Buyer or any other person arising directly or indirectly out of any failure to meet any estimated delivery date.
- 7.5 All deliveries of chairs are considered to be effected at the tailgate of the delivery lorry and all responsibility for lift and shift of the chairs is the Buyer's unless prior arrangements have been made.
- 7.6 Chair samples may be requested and will be provided at the discretion of the manufacturer, dependent upon size of project.
- 7.7 Delivery of the Goods shall be made to the Buyer's address and the Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.
- 7.8 All deliveries should be examined on arrival. Breakages, damage or any other discrepancies should be notified to CPS within 48 hours of receipt of Goods. If the Buyer fails to do this he is deemed to have accepted the Goods.
- 7.9 Any Goods in respect of which any claim of defect or damage is made shall be preserved by the Buyer intact together with the original packing at the Buyer's risk and returned by the Buyer to CPS who will refund the cost of postage and packing to the Buyer if the Goods are in fact defective.

8 Ownership and Risk

- 8.1 The risk in the Goods shall pass to the Buyer upon delivery of the Goods.
Title and ownership in all Goods shall not pass to the Buyer until CPS have been received in full all sums due to it in respect of:
 - (a) the Goods, and
 - (b) all other sums which are or which become due to CPS from the Buyer on any account.

9 Returns

- 9.1 If it is agreed that the Goods are to be returned:
 - (a) the Buyer must obtain a returns address from CPS. Failure to do so may result in the Buyer incurring additional forwarding costs;
 - (b) the Buyer will be liable cost of remedying any damage to the Goods returned where such damage has, in the opinion of CPS, been caused by the Goods being inadequately packaged by the Buyer or through the Buyer's fault;
 - (c) CPS reserves the right to make a handling and restocking charge of 25% on Goods which are returned if they were ordered in error or are no longer required. If the Goods are faulty then the

restocking charge will not apply.

10 Liability

- 10.1 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982, as amended) are, to the fullest extent permitted by law, excluded from the contract of sale.
- 10.2 Nothing in these Terms and Conditions of Sale excludes or limits the liability of CPS:
 - (a) for death or personal injury caused by CPS's negligence; or
 - (b) under section 2(3), Consumer Protection Act 1987; or
 - (c) for any matter which it would be illegal for CPS to exclude or attempt to exclude its liability; or
 - (d) for fraud or fraudulent misrepresentation.
- 10.3 Subject to the above, CPS's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the contract shall be limited to the contract price.
- 10.4 CPS give no warranty and accept no liability for any food allergies or intolerances in relation to any Goods of a consumable nature.
- 10.5 Subject to condition 10.2, CPS accept no liability for any accident causing damages or personal injury where the Buyer has failed to ensure use and/or application of the Goods in accordance with the manufacturer's instructions, where these are provided.

11 Force Majeure

- 11.1 In the event that CPS is prevented from carrying out its obligations under a contract for sale of supply of services as a result of any cause beyond its control such as but not limited to acts of God, war, strikes, lock-outs, flood and failure of third parties to deliver or supply the Goods and Services, CPS shall be relieved of its obligations and liabilities under such contract for sale for as long as such fulfilment is prevented.

12 Complaints

- 12.1 If you have any reason to complain about the advice or service you have received, you should contact CPS as soon as possible.
- 12.2 You can refer your complaint in writing or verbally to the CPS Manager or CPS Assistant Manager at:
The Churches Purchasing Scheme Limited
Beaufort House
Brunswick Road
Gloucester, GL1 1JZ
Tel: 01452 383080
Fax: 01452 383621
Email: sales@cpsonline.co.uk
- 12.3 CPS operates the following complaints procedure:
 - (a) CPS will acknowledge all complaints within five working days.
 - (b) All complaints will be investigated independently at a senior level within CPS.
 - (c) CPS will respond formally to your complaint within four weeks.
 - (d) If after four weeks CPS have not completed the investigation, CPS will write to tell you the progress of the investigation. CPS will then write to you again within eight weeks of receiving your complaint with CPS's response, or to inform you of the progress being made.

13 General

- 13.1 By submitting an order you are agreeing that CPS may process your personal details in respect of this order. CPS (which operates in accordance with the data protection procedures laid down by its parent company, Ecclesiastical Insurance plc) may use these details to inform you of offers available in the future. Please refer to the <http://www.cpsonline.co.uk/acatalog/PrivacyPolicy.html> Privacy Policy on the CPS website for further details.
- 13.2 CPS's failure to insist upon strict performance of any provision of these Terms and Conditions of Sale shall not be deemed to be a waiver of its rights or remedies in respect of any present or future default of the Buyer in performance or compliance with any of these Terms and Conditions of Sale.
- 13.3 Any contracts shall in all respects be construed and operate as an English contract and in conformity with English law.
- 13.4 If any part of these Terms and Conditions of Sale that is not fundamental is found to be illegal or unenforceable, such finding will not affect the validity or enforceability of the remainder of these Terms and Conditions of Sale.

Registered office: The Churches Purchasing Scheme Limited, Beaufort House, Brunswick Road, Gloucester GL1 1JZ. VAT Registration Number 477 7248 00

Terms & Conditions also available at:
www.cpsonline.co.uk