**Summit Hygiene Limited – Terms and Conditions**

These Terms and Conditions apply to the sale of all Products by Summit Hygiene Limited, a company registered in England and Wales under number 12906257, whose registered office address is at Unit S1, Cherrycourt Way, Leighton Buzzard, England, LU7 4UH (referred to as “we/us/our”).

These Terms and Conditions apply to businesses only – if you are a consumer (as defined in the Consumer Rights Act 2015), please refer to our alternative terms and conditions.

1. **Definitions and Interpretation**
	1. In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

**“Contract”** means the contract formed as detailed in clause 2, which will incorporate, and be subject to, these Terms and Conditions;

**“Customer/you/your”** means the sole trader, firm or corporate body entering into the Contract with us. Where an individual is entering into the Contract on behalf of a business, the individual confirms they have the authority to enter into the Contract on behalf of that business and the business will be our Customer in the context of the Contract;

**“Products”** means any products sold by us;and

**“Quotation”** means our quotation for the supply of the Products, which remains open for acceptance for a period of 30 days unless otherwise specified and sets out our entire scope of works.

* 1. Unless the context otherwise requires, each reference in these Terms and Conditions to:
		1. “writing” and “written” includes emails and similar communications;
		2. a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
		3. “Terms and Conditions” refers to these Terms and Conditions as amended or supplemented at the relevant time;
		4. a clause refers to a clause of these Terms and Conditions;
		5. a “party” and the “parties” refer to the parties to these Terms and Conditions;
		6. any reference to a party includes its employees, agents and sub-contractors.
	2. The headings used in these Terms and Conditions are for convenience only and will have no effect upon their interpretation.
	3. Words imparting the singular number include the plural and vice versa. References to persons include corporations.
1. **Basis of the Contract**
	1. We will send you a written Quotation setting out the Products to be provided. A legally binding Contract will be formed as soon as you accept our Quotation (electronically or otherwise) or submit a purchase order to us, and the Contract will include the acceptance of these Terms and Conditions, which will apply between you and us.
	2. Please ensure that you have checked your requirements and that you have read these Terms and Conditions carefully before submitting your order to us or accepting our Quotation. If you are unsure about any part of these Terms and Conditions, please ask us for clarification.
	3. If you send us a purchase order, we will check the prices on your purchase order against our up-to-date price list. If the prices do not match, we will contact you to advise of the correct price and will obtain your consent before proceeding.
	4. No terms or conditions stipulated or referred to by you in any form whatsoever will in any respect vary or add to these Terms and Conditions unless we agree otherwise in writing.
	5. You are responsible for the accuracy of any information submitted to us and for ensuring that the Quotation reflects your requirements. Our Quotation is based on the information provided to us at the time we prepare it. Should any errors or discrepancies become evident which affect the order value, we reserve the right to adjust it.
	6. Any typographical, clerical or other error or omission in any sales literature, Quotation, price list, acceptance of offer, invoice or other document or information issued by us will be subject to correction without any liability on our part.
2. **Orders and Specifications**
	1. The quantity, quality and description of, and any specification for, the Products will be as set out in our Quotation. The Products will only be supplied in the minimum units as stated, or in multiples of those units, where applicable. Orders received for quantities other than these minimum units will be adjusted accordingly.
	2. If the Products are not in stock or are only partially in stock when the Contract is formed, we will contact you to advise of this and to ask if you would prefer us to deliver the Products in instalments as they arrive in stock or if you would prefer to wait for the entire delivery when we have all the Products in stock. Please note each part-delivery may incur separate delivery costs.
	3. We reserve the right to make any changes in the specification of the Products that may be required to conform to any applicable safety or other legal or regulatory requirements without notice.
	4. For bespoke Products, we may arrange to send you samples for approval and we will be unable to proceed with the order until we have received your written approval.
	5. Any illustrations, photographs or descriptions we provide, whether on our website or in catalogues, brochures, price lists or other documents issued by us are intended as a guide only and will not be binding.
	6. It will be your responsibility to ensure that the Products being supplied are suitable for the use for which they are intended. We cannot guarantee that the Products will be fit for any such purpose.
	7. It is your responsibility to ensure that any use, re-sale or distribution of the Products by you or any third party is in compliance with all instructions issued by us, and any applicable statutory requirements. If the Products are to be shipped, re-sold or distributed outside of the UK, you will be responsible for complying with any legislation or regulations governing the importation of the Products into the country of destination and for the payment of any duties, import and export taxes and other charges on them.
	8. If manufacturing tolerances, materials or type of finish are not clearly defined in any specification supplied by you prior to the date of our Quotation, we reserve the right to work to commercially accepted tolerances or finishes or from commercially accepted material for the Products concerned.
3. **Stock Ringfencing**
	1. Where we have agreed to stock quantities of Products for your call-off, you will need to submit purchasing forecasts to us at the commencement of this arrangement and on a quarterly basis. We will stock such quantities up to the agreed forecasts.
	2. Any minimum quantities for call-off at any one time will be stated in the Quotation.
	3. Subject to clause 9, we require a minimum of 6 months’ written notice to terminate the agreement for stock ringfencing. Upon termination for any reason, you agree to purchase such remaining quantities of stock at the previously agreed prices. We may agree to resell such stock to other customers but will have no obligation to do so and you will remain liable for their total purchase value.
4. **Price and Payment**
	1. The price of the Products will be as set out in the Quotation. All prices quoted are exclusive of VAT, where applicable.
	2. We reserve the right by giving you notice at any time before delivery to increase the price of the Products to reflect any increase in the cost to us which is due to any factor beyond our control (including, but not limited to, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications, any delay caused by any instructions of yours, or your failure to give us adequate information or instructions.
	3. All invoices are payable in full, within 30 days from the date of invoice, unless otherwise agreed in writing, without set off, withholding or deduction.
	4. We will be entitled to invoice you for the price quoted, on or at any time after delivery of the Products or our notification that the Products are ready for collection. If you wrongfully fail to accept delivery, we will be entitled to invoice you for the quoted price at any time after we have notified you that the items are ready for collection or (as the case may be) we have tendered delivery of the items.
	5. We may request payment up front and will specify this in the Quotation.
	6. Payment must be made on the due date notwithstanding that delivery may not have taken place and/or that the ownership in the Products has not passed to you, where applicable.
	7. The time for the payment is of the essence of the Contract. If you do not make payment to us by the due date, then without prejudice to any other rights or remedies available to us, we will have the right to cancel any orders in progress, suspend any further deliveries to you, and charge you interest on the overdue sum at the rate of 8% per annum above the Bank of England base lending rate from time to time. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgment. We will also charge for any costs we may incur in attempting to recover any outstanding sum.
5. **Delivery and Collection**
	1. For orders under £200 (exclusive of VAT), and for deliveries outside of mainland Great Britain, the delivery will be chargeable.
	2. Any delivery dates specified are approximate only and we will not be liable for any delay in delivery, howsoever caused. Time for delivery is not of the essence of the Contract. We may also deliver in advance of the specified delivery date upon giving you reasonable notice.
	3. If no-one is available to accept the delivery, we (or the courier company) will leave a note explaining how to rearrange delivery or where to collect the order. The redelivery may be chargeable.
	4. If there are likely to be any delivery restrictions to your chosen address, you must notify us in advance, as this may incur additional costs.
	5. You can choose to collect your order from our premises during our normal working hours upon prior arrangement. You will need to provide us with as much notice as possible before collecting, and you will need to bring proof of order. We reserve the right to refuse collection if you are unable to comply with this clause 6.5, in which case we may arrange delivery at your cost.
	6. If you fail to take delivery of or collect the Products at the agreed time, or fail to give us adequate delivery instructions, then we will charge you for the reasonable costs of storage, together with insurance, administration and restocking fees. We may also treat the Contract as cancelled and recover any Products you have not yet paid for under clause 7.
	7. It is your responsibility to inspect the order on delivery or collection. Where the order cannot be examined, the delivery note or such other note as appropriate must be marked as “not examined”. We will be under no liability for any damage or shortages that would be apparent on reasonable careful inspection if the provisions of this clause 6.7 are not complied with and, in any event, will be under no liability if a written complaint is not made to us within 48 hours of delivery or collection detailing the alleged damage or shortage.
	8. For bulk purchases, we reserve the right to deliver up to 1% less than the quantity ordered without any adjustment in the price, and the quantity so delivered will be deemed to be the quantity ordered.
	9. Where the delivery is to be made in instalments, each delivery will constitute a separate Contract and failure by us to deliver any one or more of the instalments in accordance with these Terms and Conditions will not entitle you to treat the Contract as a whole as repudiated.
6. **Risk and Retention of Title**
	1. Risk of damage to or loss of any Products will pass to you at the time when we notify you that they are available for collection, or in the case of delivery, at the time of delivery or when we attempted to deliver the Products.
	2. Notwithstanding delivery and the passing of risk in the Products or any other provision of these Terms and Conditions, legal and beneficial title in the Products will not pass to you until we have received payment in cleared funds of the total price of the order.
	3. Until such time as the title in the Products passes to you, you will hold the Products as our fiduciary agent and they must be properly stored, protected, insured and identified as our property. Until title has passed, you will be entitled to resell or use the Products in the ordinary course of business but will account to us for the proceeds of sale or otherwise of the Products, whether tangible or intangible, including insurance proceeds, and you must keep all such proceeds separate from any moneys or property of yours or any third party, and in the case of tangible proceeds, they must be properly stored, protected and insured.
	4. We will be entitled at any time to require you to deliver up to us any Products in which we retain title and, if you fail to do so immediately, to enter upon any premises of yours or any third party where we reasonably believe the Products are being stored, during normal business hours, to repossess them.
7. **Defects**
	1. If any Products do not conform to the agreed specification, or are otherwise defective, you must notify us in accordance with clause 6.7. We will have no liability under this clause 8 if we have not received this notice, if we have not received payment in full under the Contract by the due date for payment, or in respect of:
		1. any defect in the Products arising from any drawing, design or specification supplied by you;
		2. any defect arising from fair wear and tear, wilful damage, negligence, improper storage, abnormal working conditions, failure to follow our instructions (whether oral or in writing), misuse, alteration or repair of the Products without our prior written approval, or as a result of any other cause beyond our reasonable control.
	2. Where any valid claim is notified to us in accordance with this clause 8, then subject to you giving us suitable opportunity to inspect, investigate and test the alleged defect or failure, and if we find the Products to be defective, we will be entitled to replace the Products (or the part in question) free of charge or, at our sole discretion, refund to you the price of the Products (or a proportionate part of the price) and we will have no further liability to you.
	3. Any machinery or equipment we supply will be subject to the extents and limits of the manufacturer’s guarantee or warranty where applicable.
8. **Returns, Cancellations and Termination**
	1. You may not cancel or change any order once the Contract is formed, except with our agreement in writing, and on the basis that you agree to indemnify us in full against all loss (including loss of profit), costs (including all labour and materials used), restocking, charges and expenses incurred by us as a result. We will not accept the cancellation or return of any bespoke or special order Products, All Products we agree may be returned must be returned to us within 7 days of delivery, unused, in their original packaging and in a re-saleable condition (to be determined at our absolute discretion) and on the basis that you will be responsible for the costs of returning the Products to us. Any original delivery costs will not be refunded.
	2. We may cancel your order at any time before we dispatch the Products. If we cancel your order, we will confirm this in writing and if you have already paid for the Products under clause 5, the payment will be refunded to you within 14 days.
	3. We may terminate the Contract, suspend further deliveries, charge you interest in accordance with clause 5.7 and/or recover any Products under clause 7 if:
		1. you fail to perform or observe any of your obligations under the Contract or if you are otherwise in breach of the Contract;
		2. you become subject to an administration order or enter into a voluntary arrangement or (being an individual or firm) become bankrupt or (being a company) go into liquidation;
		3. an encumbrancer takes possession, or a receiver is appointed, of any of your property or assets;
		4. you cease, or threaten to cease, to carry on business; or
		5. anything similar occurs, or we reasonably apprehend that any of the events mentioned above is about to occur in relation to you and we notify you accordingly.
	4. In the event of termination:
		1. all payments due under the Contract will become due and immediately payable. In respect of Products provided but for which no invoice has been submitted, we will be entitled to submit an invoice, which will become immediately due and payable;
		2. any and all obligations of the parties which either expressly or by their nature continue beyond the termination, cancellation or expiration of the Contract will survive termination on a pro-rata basis.
	5. The rights to cancel or terminate the Contract given by this clause 9 will not prejudice any other right or remedy of either party in respect of the breach concerned (if any) or any other breach.
9. **Liability and Indemnity**
	1. Nothing in these Terms and Conditions excludes or seeks to exclude our liability for death or personal injury caused by our negligence, or for fraud or fraudulent misrepresentation.
	2. Except as provided in clause 10.1 above, we will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under the express terms contained herein, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by our employees, agents or otherwise) in connection with the performance of our obligations under the Contract. All warranties or conditions whether express or implied by law are expressly excluded to the maximum extent permitted by law.
	3. In the event of a breach by us of our express obligations under these Terms and Conditions, your remedies will be limited to damages, which in any event, will not exceed the total price paid by you under the Contract for the individual Products which are the subject of the alleged breach.
	4. You agree to indemnify us against all damages, losses, costs, claims and expenses suffered by us as a result of your actions or inactions, including those of your employees, sub-contractors or agents.
	5. Nothing in these Terms and Conditions seeks to limit or exclude any statutory rights as a consumer, where applicable, or otherwise.
10. **Confidentiality:** Each party undertakes that throughout the duration of the Contract, the parties may disclose certain confidential information to each other. Both parties agree that they will not use the confidential information provided by the other, other than to perform their obligations under this Contract. Each party will maintain the confidential information’s confidentiality and will not disseminate it to any third party, unless so authorised by the other party in writing or unless required to do so by law.
11. **Literature and Representations:** Any marketing literature is presented in good faith as a guide to represent the Products offered and does not form a part of the Contract. None of our employees or agents are authorised to make any representation concerning the Contract or the Products, unless confirmed by us in writing. In entering into the Contract, you acknowledge that you do not rely on and waive any claim for breach of any such representations, which are not so confirmed.
12. **Intellectual Property**
	1. Subject to a written agreement to the contrary, we retain ownership in all intellectual property which may subsist in the provision of the Products. Nothing in the Contract will vest any ownership rights in you. We reserve the right to take such actions as may be appropriate to restrain or prevent infringement of our intellectual property rights.
	2. You warrant that any specification, document or instruction furnished or given by you will not cause us to infringe the intellectual property rights of any third party and you will indemnify us against all loss, damages, costs and expenses awarded against or incurred by us in settlement of any claim for infringement of any intellectual property rights which results from our use of your information.
	3. Any documentation we may provide will be submitted in our normal standard format only. If additional copies of certification or specific requirements are needed, we reserve the right to apply additional charges.
13. **Assignment and Sub-Contracting**
	1. You may not, without our prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights or obligations under this Contract.
	2. We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of our rights or obligations under this Contract, without your consent.
14. **Force Majeure:** Neither party will be liable for any failure or delay in performing their obligations under the Contract where such failure or delay results from any cause beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, acts of terrorism or war, governmental action, pandemic, epidemic, difficulties in obtaining raw materials, labour, fuel, parts or machinery, breakdown in machinery or any other event beyond the control of the party in question.
15. **Data Protection:** Both parties agree to comply with all applicable data protection legislation including, but not limited to, the Data Protection Act 2018, the UK General Data Protection Regulation, and any subsequent amendments to them.
16. **Other Important Terms**
	1. No failure or delay by either party in exercising any of its rights under the Contract will be deemed to be a waiver of that right, and no waiver by either party of a breach of any provision of the Contract will be deemed to be a waiver of any subsequent breach of the same or any other provision.
	2. In the event that one or more of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) will be deemed severed from the remainder of these Terms and Conditions (and the Contract, as appropriate). The remainder of these Terms and Conditions will be valid and enforceable.
	3. Nothing in this Contract will render or be deemed to render us an employee or agent of yours or you an employee or agent of ours.
	4. No part of the Contract is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 will not apply.
	5. All notices are to be in writing, addressed to the most recent address or email address notified to the other party and will be deemed duly given when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; when sent, if transmitted by email and a successful return receipt is generated; or on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid.
17. **Law and Jurisdiction**
	1. These Terms and Conditions and the Contract (including any non-contractual matters and obligations arising from them or associated with them) will be governed by, and construed in accordance with, the laws of England and Wales.
	2. Any dispute, controversy, proceedings or claim between the parties relating to these Terms and Conditions or the Contract (including any non-contractual matters and obligations arising from them or associated with them) will fall within the exclusive jurisdiction of the courts of England and Wales.