

Terms of Use

This page outlines Invate Limited's, (the Company) Contract with you, (the Buyer).

Definitions

Buyer: the client/customer/organisation which/who is buying goods for domestic or commercial use.

Company: Invate Limited, a company registered in England and Wales, (registration number 04949747), whose registered address is 9 Apollo Court, Koppers Way, Monkton Business Park South, South Tyneside, NE31 2ES.

Goods: any product and/or service to be supplied by the Company and purchased by the Buyer.

Contract: any contract between the Company and the Buyer for the sale and purchase of Goods, incorporating these conditions.

Credit Terms

Payment on orders placed with a purchase order, via either of the 'Invoice with Order' payment methods, should be made within 14 days of the invoice date. Details on how to make payments will be provided in the invoice.

Application of Terms

The Contract shall be undertaken on these conditions to the exclusion of all other terms and conditions, (including any Contract/terms or conditions to which the Buyer assumes to apply under any purchase order, confirmation order, specification or other document). These conditions will apply to all of the Company's sales and any alteration to these conditions and representations shall have no effect unless previously agreed in writing and signed by a Director of the Company. The Buyer acknowledges that they have not relied on any statement, representation or promise, made by or on behalf of the Company unless detailed in the Contract. This condition shall exclude or limit the Company's liability for fraudulent misrepresentation.

When we show an item for sale this does not constitute a legal offer to sell those items. By placing an order, you make an offer to purchase, which the Company may at its discretion accept. Subject to availability we will communicate our acceptance to you by e-mail, or telephone.

We may treat separate items ordered as separate orders. Any items on the same order which we have not confirmed in an email do not then form part of that Contract.

It is the responsibility of the Buyer to ensure that the terms of the order and any related documents are complete and accurate.

Cancellation of Order

The Buyer may cancel an order before it is despatched by giving written notice to the Company. Subject to any rights the Buyer might have under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (where applicable), if the Buyer cancels an order, any deposit paid on the Goods will be non-returnable.

Bespoke orders are those where the Company prepares a computer system by pre-installing software from a pre-determined list provided by or agreed by you. You accept that by placing a bespoke order you cannot cancel this order. In some instances, the Company may at its discretion allow a cancellation of your order however you may be liable for any amount up to but not greater than the total order amount.

Deliveries

The delivery of goods shall take place at the delivery address noted by the Buyer at the time of confirmation of purchase, unless otherwise agreed in writing by the Company.

Any dates for delivery of Goods made by the Company are estimated delivery dates only and shall not be made of the essence. The Company aims to dispatch order within 1 to 7 working days from receipt of order, and no later than 28 days. If no date is specified, delivery will be within a reasonable time.

Delivery may be made by post, courier, freight or Company vehicle made at the Company's discretion.

With the exception of any other provisions within these conditions the Company shall not be liable for any direct, indirect or consequential loss, damages, costs, charges or expenses caused by any delay in the delivery or condition of goods, (even if caused by the Company's negligence).

If the Buyer fails to accept delivery of any of the Goods when ready for delivery, or the goods are unable to be delivered by the Company because the Buyer has not provided appropriate details, instructions, licences or authorities:

i. The risk in the Goods shall pass to the Buyer including any loss or damage caused by the Company's negligence.

- ii. The goods shall be deemed to be delivered; and
- iii. The Company shall, at its own discretion, store the Goods until a new delivery is made and the Buyer shall be liable for all related costs and expenses (including, but without limitation, storage and insurance).

Non-Delivery

The quantity of Goods recorded by the Company at the time of dispatch shall be conclusive evidence of the quantity received by the Buyer upon delivery unless the Buyer has conclusive evidence to the contrary.

The Company shall not be liable for non-delivery of the Goods, (even if caused by the Company's negligence); unless the Buyer notifies the Company in writing within 5 working days of the date when the goods would in ordinary course of events have been received.

Any liability undertaken by the Company shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such goods.

Ownership and Title

The Products will be at the Buyers risk from the time of delivery. Ownership of the Products will only pass to the Buyer after we receive full payment of all sums due in respect of the Products (including delivery charges).

Until ownership has passed to the Buyer, the Buyer shall; hold the Goods on behalf of the Company; store the Goods at no cost to the Company separately and identifiably away from other Goods of the Buyer or any other third party; maintain the Goods in a satisfactory condition and fully insured on the Company's behalf against all risks.

If the Buyer is in possession of the Goods but ownership has not yet passed to the Buyer, the Buyer's rights to possession of the Goods shall terminate immediately if; any form of bankruptcy, liquidation, arrangement of composition with creditors or any form of proceedings are commenced relating to the insolvency or possible insolvency of the Buyer or the Buyer is unable to pay its debts within the meaning of the Insolvency Act 1986, the Company shall be entitled to recover payment for the Goods.

The Buyer grants the Company its agents or employees an irrevocable licence to enter any premises where the Goods are stored in order to recover them, at any time, where the Buyer's rights to possession have terminated.

Upon termination of the contract, however caused, the Company's rights, but not the Buyer's, shall remain in effect.

Educational Discounted Pricing

It is your responsibility to ensure that you are eligible for any discounted educational products. All Educational products are sold with the agreement that any cancellation or returns of the product will have a 10% administration fee applied. This does not affect your statutory rights.

Refunds and Returns

If you are unhappy with your purchase you may return the item within 10 working days of the date of delivery, in its original packaging and condition for a refund of the price paid. For your protection, please ensure that you retain proof of postage and use a recorded method of courier. The Company cannot be held liable for Goods not received. Please send returns to:

Invate Ltd,
9 Apollo Court,
Koppers Way,
Monkton Business Park South,
South Tyneside,
NE31 2ES.

The Company cannot accept returns of Goods specifically ordered on your behalf; personalised, modified or customised to the Buyer's requirements unless the product is faulty. All returns and shipping costs are the responsibility of the Buyer unless the product is received faulty. The Company does not accept liability for Goods in transit even for faulty Goods.

Price

Unless otherwise agreed in writing with the Company, the price of the Goods will be the price shown on the Company's website at the time of purchase.

The Company makes every effort to ensure that the prices listed on the Company's website are true and accurate if however, a mistake is made the Company retains the right to inform the Buyer of a change in price up to the point of receipt of Goods is made by the Buyer. In such circumstances the Buyer has 3 working days to confirm the amended price is suitable or to cancel their order. If the Buyer has placed a deposit for the goods, the deposit will be refunded in full. If the Goods in question are part of a larger order of Goods, these provisions apply only to that item of Goods.

If you are ordering Goods and services from us and intend to use any funding you have been awarded to pay for these, you acknowledge that you are liable for all money due whether or not you are intending to pay some or all of the costs via funding you may have received. In

all eventualities you are the purchaser and are responsible for the payment of all costs agreed between you and the Company. In instances where the Company cannot secure the full amount of funding stated by you within 30 days of date of delivery you agree to indemnify the Company for all amounts remaining.

Tax Charges

All prices shown in the online catalogue are exclusive of VAT. Orders received from UK customers will be subject to VAT at the prevailing rate. Our VAT Number is 875-7074-84

For orders from elsewhere in the European Union we do not charge tax. A charge for VAT will be shown in your order confirmation but you should ignore this and it will not be included in your invoice.

For orders from outside the European Union we will not charge any tax on your order. A charge for VAT will be shown in your order confirmation but you should ignore this and it will not be included in your invoice.

Some of the products that we sell are 0% Rated for VAT purposes, under VAT Notice 701/7.

VAT Relief

Certain products that we sell can be purchased at a price with 0% VAT applied. This is subject to the following rule: The product in question must have been designed specifically for use by people with a disability and is being purchased by, or on behalf of, someone who is disabled. Products that do not qualify for VAT relief will be charged with VAT at the prevailing rate. Our Carriage Charge will also be subject to VAT, even if all the products in your order are not.

Please note: VAT Relief can only be applied for by private UK based customers or registered charities. It is your responsibility to ensure you qualify for 0% VAT and the Company accepts no liability for the Buyer submitting a false 0% VAT application.

Payment

Payment of Goods is due in Pounds Sterling.

Time for payment shall be of the essence. No payment shall be deemed to have been received by the Company until the Company has received cleared funds.

All payments due to the Company under Contract will become due immediately upon termination of Contract.

The Buyer shall make payment in full without deduction by way of set-off, discount, counterclaim, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to the deduction to be paid by the Company to the Buyer.

Student Contribution Payment

Where applicable, some students are required to pay the supplier a £200 contribution towards the cost of the agreed computer; this payment must be made before delivery can be made.

Warranty

The Company warrants to the Buyer that Goods will be covered by the relevant manufacturer warranty. Should the Goods become defective within this period, the Company shall, at its option, repair or replace the Goods or only the defective part within a reasonable time. Goods must be returned to the Company in suitable packaging.

The Company shall not be liable for breach of warranty if; the Buyer continues to make use of the Goods after giving notice of fault to the Company; the defect arose due to the Buyer or any related individual to the Buyer failing to follow user instructions, maintenance, general upkeep of Goods or practice; the Buyer alters or makes repairs to the Goods including failure to maintain.

The Company does not warranty Goods for; damage caused by incorrect assembly, unreasonable use, or failure to carry out maintenance; defects caused by alterations, modifications or unauthorised third party repair, accidents or failure to follow instructions; any Goods which may wear and require replacement as general maintenance; damage caused by third party other than the Company or external force; fitness for any particular purpose with the exception of any such use made known in writing to the Buyer by the Company; any instruction given by the Buyer and correctly performed by the Company.

In the event a warranty extension is provided, the maximum period of cover for any Goods is 4 years from the date of delivery. This applies to Goods provided by the Company and any extensions for warranty cover offered on equipment not purchased via the Company. The Company reserves the right not to offer warranty extension for any reason whatsoever. Any information provided by you in relation to extending of warranty, which is later found to be false will invalidate the warranty.

Limitation of Liability

All warranties, conditions and other terms implied by statute or common law (with exception of conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

The Company's total liability in contract, tort or otherwise, (including negligence or breach of statutory duty), misrepresentation or restitution or otherwise, arising in relation to the performance or contemplated performance of the Contract shall be limited to the Contract price. The Company shall not be liable to the Buyer for any economic loss of any type, loss of profit, depletion of goodwill or otherwise, in any case whether direct, indirect or otherwise, for any claims of consequential loss or any claims for compensation whatsoever, (however caused), which arise in connection with the Contract.

Force Majeure

The Company shall not be liable for any loss or damage whatsoever caused by its failure to perform any obligation under the Contract where the cause of such loss is outside of the reasonable control of the Company. In the event of the Company's inability to perform its obligations under the Contract for a period of more than 30 days the Buyer may, at their discretion, cancel the order of Goods, by stating so in writing to the Company.

Data Protection

Your personal details will be held and/or transferred in strict accordance with the applicable data protection laws. Your personal details will only be shared with companies where there is a need to do so in order to complete your order (such as activating software, securing educational discounts, making contact for DSA funded training and other related reasons). You may, however, instruct the Company not to use your details for direct marketing purposes.

Complaints

The Company aims to provide the best quality service, therefore if we do not meet your requirements please contact us and we shall aim to deal with your complaint within 7 working days of you contacting us. Such contact can be made by telephone, e-mail or post.

Disclaimer

In the event that Goods may require assembly at the Buyer's address, or otherwise, the assembly should be undertaken by a qualified and competent adult and in accordance with the instruction manual provided. Any mechanical adjustments required within general maintenance are not covered by warranty.

The Company accepts no liability for inconvenience or any loss whatsoever caused by failure to observe the information within the 'Complaints' section.

Neither the Company nor any of its affiliates, directors, employees of other representatives will be liable for damages, liabilities or losses arising from the use or in connection with the use of Goods.

The information contained on this website is for your guidance only, cannot cover all circumstances, and should not be taken as professional advice, law and nor is any suggestion a recommendation. Whilst every effort is taken to avoid errors, Invate Limited cannot accept liability or responsibility for the accuracy of any statement, extract or information contained within the pages of this website, nor can any of its contributors who have submitted material for inclusion. Mention of any other organisation or website does not imply approval or warranty as to their standing or capability.

The Company reserves the right to cancel any order or Contract between the Company and the Buyer for whatsoever reason if a member of the Company feels it is reasonable to do so. Such instances would be, for example, if an incorrect price had been listed on our site and the Buyer had made an offer of Contract to the Company. The Company may confirm the Contract prior to identification of the error. At the point of identification of the error the Company may terminate the Contract with the Buyer in writing within 24 hours.

General

If you wish to look at our privacy policy you can do so at the [Privacy Policy](#) page.

If any provision of this User Agreement is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions shall be enforceable.

Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

We may amend this User Agreement at any time either by e-mail, via "My Messages" or by posting the amended terms on the Site.

The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not party to it.

Except as stated elsewhere in this User Agreement, all amended terms shall automatically be effective 30 days after they are initially posted on the website. This User Agreement may not be otherwise amended except in a writing signed by you and us.

Where the Company has performed a Health Check or is requested to perform a Health Check or any investigation of suitability of any equipment for any reason the Company does so on the condition that the pursuant recommendations are considered a guideline only and the Company accepts no liability as to the accuracy of the guideline.

