



## Website Terms and Conditions for Sale for Goods and Services to Businesses

**These terms and conditions for sale of goods and services to other businesses online state the basis on which we LIBERARE CONSULTING LTD will sell goods and services to our business customers.**

Please read them carefully, especially section 12 (liability).

We are a company incorporated and registered in England and Wales with company number 13891805 whose registered office is at 167-169 Great Portland Street, 5th Floor, London, UK, W1W 5PF. We're called 'the Supplier' in this agreement). In case you need it our VAT Number is 423813610.

You're called 'the Customer' in this agreement. You are the individual, firm, company or other organisation which places an order via the Supplier's website [www.liberareconsulting.co.uk](http://www.liberareconsulting.co.uk) (the **Website**) (the **Order**).

### 1. Agreed Terms

It is agreed that:

- 1.1. If any word, phrase or explanation used within this agreement is not clear, it will be defined and interpreted according to the definitions and interpretations set out below:

#### Definitions

**Acts, Legislation:** or other similar references shall include any updates and or amendments to the same.

**Charges:** the charges payable by the Customer to the Supplier according to the terms of this Contract.

**Customer:** the individual, firm, company or other organisation stated on the Order.

**Customer Materials:** any materials or information which the Customer provides to the Supplier in relation to the supply of the Services.

**Goods:** the goods set out in the Order which the Supplier is to supply, according to the terms of this Contract.

**Order:** the order placed by the Customer on the Website.

**Services:** the services set out in the Services Specification which the Supplier is to supply according to the terms of this Contract.

**Services Specification:** the description of the Services supplied by the Supplier on the Website at the time the Customer places the Order.

**Standard Services Charges:** the standard services charges for the Services set out on the Website at the time the Customer places the Order.

Written: and any similar expression, includes e-mail.

- 1.2. It is also agreed that:

- a. The Customer wishes to acquire goods and services described in the Order (**Goods and Services**) and the Supplier wishes to supply them to the Customer, on the terms and conditions set out in this agreement (**Terms**).
- b. The Supplier shall only supply Goods and Services to the Customer on these **Terms**. (Terms can only be varied in writing signed by an authorised officer of the Supplier).
- c. The Customer should follow the instructions on the Website in order to place the Order. The Customer is responsible for ensuring that the terms of the Order are complete and accurate so please check these carefully and make any amendments to any errors as required before placing your Order.
- d. Any Orders placed by the Customer are offers for the purchase of the Goods and Services on the basis of these Terms.
- e. The Customer should print or save a copy of the Terms to the Customer's computer or server in order that the Customer can refer to them again in the future.
- f. On receipt of an Order from the Customer, the Supplier will issue an acknowledgement of the Order so that the Customer knows that the Order has been received but this does not constitute acceptance of the Order.
- g. The Supplier will confirm acceptance of an Order in writing, at which point the Supplier's contract with the Customer for the supply of the Goods and Services in that Order shall come into existence.

- h. If the Supplier cannot accept the Order, it will confirm this in writing to the Customer and the Order will not be processed any further. If the Supplier has already received payment from the Customer, it will promptly refund the Customer.
- i. The Supplier's contract with the Customer for the supply of the Goods and Services comprises the Order, these Terms and anything else the Supplier expressly agrees in writing (**Contract**).
- j. Any descriptions of the Goods and Services contained on the Website are only for illustrative purposes and do not form part of the Contract
- k. The Supplier may amend any specification for Goods or the Services Specification as required by law, or to comply with any relevant regulatory obligations.
- l. Separate terms and conditions apply to the use of the Website. Those terms and conditions can be found here: <https://liberareconsulting.co.uk/wp-content/uploads/2022/09/Liberare-Consulting-Website-Terms-of-Use.pdf>.
- m. The Contract is made in the English language only.
- n. The Supplier's contact details; are as follows:
  - i. Email Address; [help@liberareconsulting.co.uk](mailto:help@liberareconsulting.co.uk)
  - ii. Postal Address: Liberare Consulting, 167-169 Great Portland Street, 5th Floor, London, W1W 5PF

## 2. Charges

- 2.1. The Customer will pay the Charges for Goods set out on the Website when the Customer placed its Order (but subject to section 2.8 in the case of an error in pricing on the Website).
- 2.2. Where the Goods are to be delivered to the Customer, the Charges for Goods do not include carriage, insurance or packaging and the Supplier shall be entitled to recover from the Customer all reasonable expenses incurred by it in delivering the Goods to the Customer. The Supplier will inform the Customer on the Website of such expenses before the Customer places the Order.
- 2.3. The Customer will pay the Charges for Services set out on the Website at the time when the Customer placed the Order.
- 2.4. The Supplier may charge amounts in addition to the Charges if the Customer requests any change to the Goods or Services after the commencement of the Contract, if the Customer fails promptly to provide any instructions or Customer Materials required by the Supplier for the supply of the Goods or Services, or for any reason which is due to any other act or omission of the Customer.
- 2.5. The Supplier reserves the right to change the Standard Services Charges by giving at least two months' written notice to the Customer.
- 2.6. Unless otherwise stated the Charges will be inclusive of VAT.
- 2.7. The Supplier makes all reasonable efforts to ensure that it does not make errors with the prices that the Supplier charges the Customer. For example, before the Supplier accepts the Order, the Supplier usually tries to check the price against its price list in force at the time of the Order. However, if an error has been made and the price in the price list is lower than the price in the Order, then the Supplier will charge the Customer the price on the price list (being the lower amount) or the Supplier will provide a refund in respect of such amount if the Customer has already made payment. If an error has been made and the price in the price list is higher than the price in the Order, the Supplier will contact the Customer to confirm how the Customer would like to proceed and whether the Customer would like to proceed at the higher price or whether the Customer wishes to cancel the Order (in which case the Supplier will promptly refund any payments already made by the Customer).

## 3. Invoicing and Payment

- 3.1. The Customer will pay the Charges for Goods and for Services and other expenses in advance via the Website at the time it places its Order.
- 3.2. The first payment for Charges for Services will be taken via the Website when the Customer places its Order.
- 3.3. Payment shall be treated as made once the Supplier receives cleared funds.
- 3.4. Time for payment of the Charges shall be 'of the essence'.
- 3.5. All payments must be made by the Customer without any deduction or set-off.
- 3.6. If any amounts owed by the Customer to the Supplier become overdue, then (without compromising any other rights or remedies available to the Supplier), the Supplier:
  - a. shall be entitled to charge interest upon such amounts in accordance with the Late Payment of Commercial Debts (Interest) Act 1998
  - b. may suspend the supply of any further Services and/or delivery of Goods, and any goods and/or services under any other contract between the Supplier and the Customer, until the overdue amounts are paid in full, and/or
  - c. may terminate the Contract.
- 3.7. The Customer is responsible for all reasonable costs and expenses incurred by the Supplier in relation to the recovery by the Supplier of any amounts owed to it by the Customer.

## 4. Delivery of Goods

- 4.1. Any dates quoted for delivery of Goods are approximate only and time for delivery of the Goods shall not be of the essence.

- 4.2. The Supplier will deliver the Goods to the premises identified by the Customer in the Order, or to another location agreed in writing between the Supplier and Customer,
- 4.3. If the Customer does not accept delivery of the Goods then (without in any way compromising any other rights or remedies available to the Supplier), the Supplier may
  - a. store the Goods until delivery of the Goods occurs and
  - b. invoice the Customer for the costs and expenses of storage, insurance and other associated costs.
- 4.4. If the delivery of the Goods has not occurred within 20 days, the Supplier is entitled to sell the Goods to someone else. If this sale leaves the Supplier with less than the amount it would have been paid by the Customer for these Goods, the Supplier can charge the Customer for the difference or may deduct this from any refund due to the Customer.
- 4.5. If the Supplier fails to deliver the Goods, then the Supplier's liability to the Customer shall be limited to an amount equivalent to the excess price (above the amount of the Charges for Goods) that the Customer has to pay for similar goods (at the cheapest market rate) to replace those undelivered Goods.
- 4.6. Notwithstanding Section 4.7 above, the Supplier will not be liable to the Customer where non-delivery of the Goods is due to a reason beyond the Supplier's reasonable control, or to a default by the Customer (for which the Supplier shall have no liability).

## 5. Responsibility for Goods

- 5.1. For goods that are delivered to the premises identified in the Order (or any other location agreed between the Supplier and Customer in writing), the responsibility for and risk in the Goods passes to the Customer:
  - a. at the time of delivery of the Goods to those premises, or
  - b. if the Customer fails to accept the Goods, then delivery (and the responsibility for and risk in the Goods passed to the Customer) will be at the time when the Supplier attempted to deliver the Goods to the Customer.

## 6. Ownership of Goods

- 6.1. Ownership of the Goods shall pass to the Customer on receipt by the Supplier of full and cleared payment of the Charges for Goods.
- 6.2. Subject to section 6.4, ownership of the Goods does not pass to the Customer until the Supplier has received full and cleared payment of the Charges for the Goods (and for any other goods under any other contract between the Supplier and the Customer for which payment for such goods has become due).
- 6.3. Until ownership of the Goods passes to the Customer, the Customer will:
  - a. keep and store the Goods separately from any goods belonging to any other person or company;
  - b. ensure that the Goods remain readily identifiable as belonging to the Supplier. The Customer shall not do anything which may obscure or deface any markings indicating that the Goods belong to the Supplier;
  - c. store and keep the Goods in good condition; and
  - d. insure the Goods from the time at which risk in the Goods passes to the Customer.
- 6.4. If the Customer's business fails, or is likely to fail, the Customer will immediately notify the Supplier and any right of resale of Goods under the Contract shall terminate immediately. (The Customer's business will be treated for this purpose as having failed if it meets any of the termination conditions identified in section 14.2.)
- 6.5. Subject to section 6.3, until the time when ownership of the Goods passes to the Customer, the Customer may use or resell the Goods only in its ordinary course of business. If it does resell the Goods in its ordinary course of business, ownership of such Goods shall pass to the Customer immediately before such resale.
- 6.6. Until the time when ownership of the Goods passes to the Customer, the Supplier may require the Customer to deliver up all the Goods to the Supplier and if the Customer fails to do so, the Supplier shall have the right to enter the premises at which the Goods are located and retake possession of such Goods.

## 7. Warranties relating to Goods

- 7.1. The specification for the Goods can be found on the Website.
- 7.2. Subject to the remaining provisions of this section 7, the Supplier warrants that the Goods will correspond in all material respects with the specification of the Goods, that the Goods will be of satisfactory quality and that they will be free from defects in material and workmanship on delivery and for 6 months from delivery.
- 7.3. The Supplier shall not be liable under the warranty in section 7.2 if:
  - a. any use is made of the Goods after the Customer has provided the Supplier with notice that the Goods do not meet the warranty (see section 7.4);
  - b. any defect(s) in the Goods are due to fair wear and tear, wilful damage, abnormal working conditions, the Customer's negligence, failure by the Customer to follow any instructions in respect of the Goods, failure by the Customer to follow good practice in respect of the Goods or any misuse of the Goods; and
  - c. any repair or alteration to the Goods has been made without the prior written approval of the Supplier.

7.4. If the Customer considers that any of the Goods do not meet the warranty in section 7.2, then the Customer will promptly provide written notice to the Supplier and will allow the Supplier, at the Supplier's request, to examine those Goods. The Customer will promptly return these Goods to the Supplier at the Supplier's cost if requested by the Supplier.

7.5. If:

- a. the Customer has a legitimate claim in respect of Goods not complying with the warranty in section 7.2
- b. none of the factors listed in section 7.3 apply, and
- c. the Customer has complied with section 7.4,

the Supplier may, at its option, repair or replace the relevant Goods, or provide a refund to the Customer in respect of such Goods. Once it has done so, the Supplier shall have no further liability to the Customer for those Goods.

7.6. Except as provided in this Contract, all other warranties or conditions implied by statute or by common law are excluded to the maximum extent allowed by law.

## 8. Supply of Services

8.1. The Supplier shall use reasonable endeavours to meet any dates quoted for the supply and completion of the Services, but any such dates are approximate only, and time for the supply and completion of the Services shall not be of the essence.

8.2. Either party may request a change to the Services Specification. Any such change must be agreed in writing by the parties, but neither party shall unreasonably refuse its consent.

8.3. If a change is requested, the Supplier will provide a written statement to the Customer setting out:

- a. its effect on the Charges (up or down);
- b. its effect on timing under the Services Implementation Plan; and
- c. any other impact of the change.

## 9. Warranties relating to services

The Supplier warrants to the Customer that the Services will be supplied:

- a. using reasonable care and skill; and
- b. in accordance with the Services Specification in all material respects.

## 10. Intellectual Property Rights

10.1. If the Customer provides any specification, drawing or design to the Supplier in respect of the Goods, the Customer shall indemnify the Supplier against all losses, costs and expenses incurred by the Supplier in respect of any claim, made to the Supplier from a third party, that the Supplier's use of the specification, drawing or design in relation to the Goods, infringes that third party's intellectual property rights.

10.2. Except in relation to the Customer Materials, all intellectual property rights arising out of the Services belong to the Supplier.

10.3. The Supplier grants to the Customer a fully paid, worldwide, non-exclusive and irrevocable licence of the intellectual property rights in section 10.2 to the extent necessary for the Customer to receive the full benefit of the Services.

## 11. Obligations of Customer

11.1. The Customer will:

- a. ensure that the Order, the Customer Materials and any other materials or information (including any specification, design or drawing for the Goods) which the Customer supplies to the Supplier are complete and accurate
- b. promptly provide the Supplier with such materials and information as the Supplier requires in order to supply the Goods and the Services, and
- c. comply with all applicable laws and relevant regulatory obligations

11.2. If the Services are to be supplied at the Customer's premises, the Customer will:

- a. provide access to such premises and ensure that the premises are ready for the supply of the Services
- b. provide suitable facilities for the supply of the Services, and
- c. ensure such premises comply with all health and safety laws.

11.3. If the Supplier is delayed or unable to fulfil any of its obligations under the Contract due to any act or omission of the Customer (**Customer Failure**), then the Supplier may rely on such Customer Failure to relieve it from its obligations under the Contract.

11.4. To the extent that the delay or inability at section 11.3 is due to the Customer Failure, then without limiting or otherwise compromising any other rights or remedies available to it, the Supplier:

- a. may suspend the supply of Goods and Services until the Customer makes good the Customer Failure;

- b. shall not be liable for any losses, costs or expenses which the Customer suffers or incurs because of any delay or suspension which is attributable to the Customer's Failure; and
  - c. may request immediate payment by the Customer of any losses, costs or expenses which the Supplier suffers or incurs because of the Customer Failure.
- 11.5. Any right of suspension under this section is additional to any rights available to the Supplier under the law of any relevant jurisdiction.

## 12. Liability

- 12.1. Subject to section 12.3, the Supplier is not liable to the Customer for any indirect or consequential loss, any loss of profits or any loss of business, whether arising from tort, breach of contract, indemnity or otherwise under or in connection with the Contract.
- 12.2. Subject to section 12.3, the Supplier's liability in respect of all claims, losses or damages of whatever nature, whether arising from tort, breach of contract, indemnity or otherwise, under or relating to, the Contract, shall not exceed the aggregate of the Charges paid by the Customer to the Supplier under the Contract.
- 12.3. Nothing in the Contract shall exclude or limit either party's liability for any death or personal injury caused by negligence or for any other liability which cannot be excluded or limited by law.

## 13. Termination

- 13.1. Either party may terminate the Contract, without liability to the other party, if that other party's business fails.
- 13.2. The other party's business will be treated for this purpose as having failed if:
- a. the other party is or appears to be unable to pay its debts as they fall due
  - b. the other party makes any voluntary arrangement with that other party's creditors
  - c. (being an individual or firm) the other party becomes bankrupt
  - d. (being a company) the other party becomes subject to an administration order or goes into liquidation
  - e. any third party takes possession of, or enforces rights over, any of other party's property or assets under any form of security;
  - f. the other party stops or threatens to stop carrying on business;
  - g. the other party suffers any process equivalent to any of these, in any jurisdiction; or
  - h. the terminating party reasonably believes that any of the events mentioned above are about to occur and the terminating party notifies the other party accordingly.
- 13.3. Without compromising any other rights or remedies available to it, the Supplier may terminate the Contract without any liability to the Customer if:
- a. the Customer fails to pay any amount under the Contract when due; or
  - b. the Customer commits a material breach of the Contract and fails to rectify the breach within 5 working days.
- 13.4. Upon termination of the Contract, however caused, and without compromising any other rights or remedies available to the Supplier, the Customer shall pay to the Supplier on demand:
- a. all Charges and other sums due but unpaid at the date of such demand, together with any interest accrued according to the terms of section 3.7;
  - b. any Charges under any invoice which the Supplier raises after termination, relating to any Goods and/or Services which have been supplied prior to termination, but for which the Supplier had not yet raised an invoice before termination; and
  - c. any costs and expenses incurred by the Customer in recovering the Goods and/or in collecting any sums due under the Contract (including any storage, insurance, repair, transport, legal and remarketing costs).
- 13.5. Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 13.6. Any term of the Contract which is specifically stated to continue or which, by its very nature, is intended to continue after termination of the Contract, shall continue to bind the parties following termination or expiry of the Contract.

## 14. Events beyond the reasonable control of the Supplier ('Force majeure')

The Supplier shall not be liable to the Customer for any failure or delay in performing any of its obligations to the extent that such failure or delay is caused by an event beyond its reasonable control.

## 15. General

- 15.1. The Contract represents the entire agreement between the parties in relation to the subject matter and supersedes all previous agreements, representations or understandings between the parties. The parties agree that they shall have no rights or remedies in relation to any representation or warranty that is not included in the Contract.

- 15.2. The Customer shall not assign, sub-contract, delegate, or otherwise transfer any of its rights or obligations under the Contract without the prior written consent of the Supplier.
- 15.3. If any provision of these Terms is held by a competent authority to be invalid or unenforceable, in whole or in part, the validity of the other Terms and of the remainder of the provision in question will not be affected. Every provision is severable from every other.
- 15.4. No single or partial exercise or failure or delay in exercising any right, power or remedy by a party under the Contract, howsoever arising, shall operate as a waiver by that party of, or impair or preclude any further exercise of that right, power of remedy. To be valid and effective, any waiver must be in writing.
- 15.5. Unless otherwise expressly stated, nothing in the Contract will create or confer any rights or other benefits pursuant to the Contracts (Rights of third Parties) Act 1999 in favour of any person other than a party to the Contract.
- 15.6. Any written notice under these Terms will be deemed to have been sufficiently served if posted by pre-paid official post, couriered, faxed on receipt of successful answerback, or if sent by e-mail (but in this case only on evidence of successful transmission and only if the parties have regularly communicated on contract matters by e-mail).
- 15.7. The Contract will be governed by the law of England, and the parties submit to the exclusive jurisdiction of the English courts.