



Registered Office:
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www.weekend365.net
Company reg: 07216482
Ordnance Survey Licensed Partner: 100050023
VAT: 997 1877 42

Terms of Business

1. Interpretation

- 1.1 Customer is the person or company who accepts a quotation for the sale of the goods, or whose order for the goods is accepted by Weekend365.
- 1.2 Weekend365 is Weekend365 Ltd, Registered Office: 11 Alma Vale Road, Clifton, Bristol BS8 2HL.
- 1.3 Contract means the Contract for the purchase and sale of the goods
- 1.4 Writing includes facsimile and e-mail

2. Basis of the Sale

- 1.1 Weekend365 shall sell and the Customer shall purchase the goods in accordance with any Weekend365 written quotation and/or reference to our published trade price list, which is accepted by the Customer or by any written order of the Customer which is accepted by Weekend365, subject to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions.
- 1.2 No variation to these Conditions shall be binding unless agreed in writing between authorised representatives of the Customer and Weekend365.
- 1.3 All sales and all Contracts between the Customer and Weekend365 are subject to the jurisdiction of the courts of England & Wales.

3. Purchase Orders

- 3.1 No order submitted by the Customer shall be deemed to be accepted by Weekend365 unless and until confirmed in Writing by an authorised representative of Weekend365.
- 3.2 No order which has been accepted by Weekend365 may be cancelled by the Customer except with the agreement in writing of Weekend365 and on terms that the Customer shall indemnify Weekend365 in full against all loss (including loss of profit), costs (including the cost of all labour and materials ordered and/or used), damages, charges and expenses incurred by Weekend365 as a result of cancellation.

4. Terms of Payment

- 4.1 Advance payment will be required for the first order. Thereafter, subject to the approval of a credit account, all goods and services shall be paid 30 days latest following date of invoice.
- 4.2 If the Customer fails to make payment on the relevant due date, Weekend365 shall be entitled to suspend any further deliveries to the Customer, withdraw any credit facility previously agreed and charge interest on any amount unpaid at the rate of 5% per annum above the Bank of England base rate until payment is made in full. The creditworthiness of the Customer shall be monitored and reviewed on a regular basis which may also result in withdrawing any previously agreed credit facility.
- 4.3 Weekend365 may, by giving the Customer written notice, treat the unpaid invoices as being immediately due and payable and/or suspend delivery of any goods already ordered by the Customer:

4.3.1 if the Customer fails to pay any amount when it is due; or

4.3.2 if the Customer has a bankruptcy order made against him or enters into liquidation (whether voluntary or compulsory), or has a receiver and/or manager, administrator or administrative receiver appointed, or a resolution is passed or a petition presented to any court for the winding up of the Customer, or any other proceedings are commenced relating to the insolvency or possible insolvency of the Customer.

4.4 The Customer shall not be entitled to withhold payment for any reason or make deductions, whether by way of set-off counterclaim, discount or otherwise unless previously agreed with Weekend365.

4.5 The Customer acknowledges that Weekend365 may make a search with a credit reference agency and keep a record of that search and may share that information with other businesses. Weekend365 may also make enquires about principal directors of the Customer with a credit reference agency.

5. Retention of Title

5.1 Title to the goods shall not pass to the Customer until all sums due by the Customer to Weekend365 (including any applicable interest and charges) have been paid in full.

5.2 In the event of non-payment, Weekend365 shall be entitled to require the Customer to deliver up the goods to Weekend365 and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer or third party where the goods are stored and repossess the goods. The Customer shall be obliged to assist and allow Weekend365 to repossess the goods.

6. Delivery / Loss or Damage

6.1 Any dates quoted for delivery of the goods are approximate only and are not guaranteed. Weekend365 shall make every reasonable effort to deliver on dates quoted, but shall not be liable for any delay in delivery of the goods.

6.2 Risk of damage to or loss of the goods shall pass to the Customer as soon as the Goods, or any part thereof, have been delivered to the premises specified by the Customer.

6.3 The quantity of any consignment of goods as recorded by Weekend365 upon dispatch from the warehouse facility of Weekend365 or its subcontractors shall be conclusive evidence of the quantity received by the Customer unless the Customer can provide evidence proving the contrary. Any complaint of short delivery or of goods damaged in transit must be notified within 48 hours of receipt of goods. Any complaints of failure to deliver goods invoiced or complaints relating to prices must be notified within 14 days of the date of the invoice.

7. Privacy

7.1 We do not record any sensitive financial information

7.2 No financial transactions are undertaken except as specified in these Terms & Conditions. Existing trade customers will be subject to their usual terms. New customers will be subject to proforma terms.

7.3 We do not sell customer information/lists. All of your information is treated in the strictest of confidence in accordance with Data Protection legislation and is securely stored on our systems.