

CONDITIONS OF SALE

1. In these conditions **the Company** means TV One Limited; **the Conditions** means the terms here set out (and any special terms agreed in writing by the Company); **Buyer** means any person, firm or company (whether incorporated or unincorporated) buying or agreeing to buy Goods from the Company; **Goods** means the articles supplied by the Company to the Buyer on and subject to these Conditions; **Price** means the stated price for the Goods and excludes carriage, packing, insurance and VAT; **Order** means an order placed by the Buyer with the Company for the Goods; **Consumer** shall have the meaning given to it by section 12 of the Unfair Contract Terms Act 1977 as amended and / or Regulation 3(1) of the Unfair Terms in Consumer Contracts Regulations 1999; and **Delivery Date** means the date specified in writing by the Company for delivery of the Goods to the Buyer.
2. These Conditions apply to the sale of the Goods by the Company to the Buyer to the exclusion of all other terms and conditions (including any which the Buyer may purport to apply under any purchase order, confirmation of order or any similar document). No variation of these Conditions (including any special conditions) shall apply unless agreed in writing by the Company.
3. An Order shall be deemed an offer by the Buyer to purchase Goods upon the Conditions. Acceptance of delivery of the Goods (as determined in accordance with clause 7 below) shall be conclusive evidence of the Buyer's acceptance of the Conditions.
4. VAT will be due on the Price at the rate ruling at the date of the Company's invoice. Payment of the Price, carriage, packing and insurance, and VAT is due 30 days after the date of the invoice and for the purpose of these Conditions the time for payment shall be of the essence. Interest may be charged on any overdue invoice and will accrue from the date when payment is due until the date of actual payment at the rate of (i) 4% above Barclays Bank Plc's base rate from time to time (where the Buyer is dealing as a Consumer); or (ii) such rate as is prescribed by virtue of the Late Payment of Commercial Debts (Interest) Act 1998 (where the Buyer is dealing other than as a Consumer); and shall accrue as well after as before any judgment. In the event that the Buyer fails to make any payment on the due date therefor then the Company may (without prejudice to any of its other rights) suspend or cancel delivery of any goods to the Buyer.
5. The Company warrants that the Goods will, at the time of delivery, correspond to their description. Except where the Buyer is a Consumer, all other warranties, conditions or terms relating to fitness for purpose, quality or condition of the Goods, whether express or implied by statute or common law are excluded to the fullest extent permitted by law.
6. The Company will endeavour to deliver the Goods to the Buyer's stated address for delivery on the Delivery Date, but may deliver the Goods in advance of the Delivery Date upon the giving reasonable notice to the Buyer of its intention to do so. Without prejudice to the foregoing, the Buyer shall take delivery of the Goods whenever and wherever the Goods are tendered for delivery.
7. Within :
 - a. 3 business days of delivery, where the Buyer is acting other than as a Consumer; or
 - b. 10 business days of delivery, where the Buyer is acting as a Consumer;the Buyer must notify the Company in writing of any alleged defect, shortage in quantity, damage or failure to comply with description of the Goods and also (if so required by the Company) return the Goods within 7 days of delivery and before any use is made of them. In the absence of any such notification the Buyer will be deemed to have accepted the Goods 3 business days after delivery, and thereafter shall not be entitled to reject the Goods, or any part of them, as not in accordance with the contract. Nothing in this clause 7, or these Conditions generally, shall operate to in any way restrict the Buyer's statutory rights where the Buyer is acting as a Consumer.
8. The Goods shall be at the Buyer's risk as from delivery. Notwithstanding that delivery may have been made properly, property in and title to the Goods shall not pass to the Buyer until (i) the Buyer shall have paid the Price plus VAT, delivery, shipping and insurance in full, and (ii) no other sums whatsoever shall be outstanding and owed by the Buyer to the Company. If the Buyer fails to make any payment on its due date then, without prejudice to the Company's other rights and remedies under these Conditions, the Company may appropriate any payment made by the Buyer to such of the Goods (or other goods supplied by the Company to the Buyer under any other contract) as the Company may in its sole discretion think fit. Until property and title in the Goods passes to the Buyer in accordance with this clause 8, and where the Buyer is acting other than as a Consumer, (a) the Buyer shall hold the Goods and each of them on a fiduciary basis as bailee for the Company; (b) the Buyer shall store the Goods (at no cost to the Company) separately from all other goods in its possession and marked in such a way that they are clearly identified as the Company's property; (c) notwithstanding that the Goods, or any of them, remain the property of the Company, the Buyer may sell or use the Goods in the ordinary course of the Buyer's business at full market value for the account of the Company; and (d) any such sale or dealing shall be a sale or use of the Company's property by the Buyer or on the Buyer's own behalf and the Buyer shall deal as principal when making such sales or dealings. Until property in the Goods passes from the Company (i) the entire proceeds of sale or otherwise of the Goods shall be held in trust for the Company and shall not be mixed with other money or paid into any overdrawn bank account and shall at all material times be identified as the Company's money; (ii) the Buyer shall upon request deliver up to the Company such of the Goods as have not ceased to be in existence or been resold, and if the Buyer fails to do so then the Company may enter upon any premises owned, occupied or controlled by the Buyer where such Goods are situated and repossess such Goods; and (iii) the Buyer shall not in any way pledge or charge by way of any security for any indebtedness of the Buyer any of the Goods which are the property of the Company (and if the Buyer should do so, then without prejudice to any other rights of the Company, all sums whatsoever due and owing to the Company by the Buyer shall forthwith become due and payable).
9. In the event that the Buyer rejects any of the Goods then the Buyer shall have no further rights in respect of their supply to the Buyer or the Company's failure to supply goods in accordance with the contract. If the Buyer accepts or is deemed to have accepted the Goods the Company shall have no liability to the Buyer in respect of them. The Company shall not be liable to the Buyer for late or short delivery.
10. The Buyer may not withhold payment of any invoice or other amount due to the Company whether by reason of any alleged right of set-off or counterclaim or otherwise.
11. The Company shall be entitled to cancel this contract at any time prior to delivery of the Goods by giving written notice to the Buyer and promptly repaying to the Buyer any sums already paid by the Buyer and shall not be liable for any loss or damages arising from such cancellation.
12. Notwithstanding any provision in these Conditions to the contrary, in the event of any breach of the provisions of these Conditions by the Company, the remedies of the Buyer shall be limited to damages, and under no circumstances shall the liability of the Company exceed the Price. For the avoidance of doubt, nothing in this clause 12 shall operate to in any way limit the Company's liability for death or personal injury caused as a result of the negligence of the Company, its servants or agents.
13. These Conditions are subject to the law of England and Wales and the parties hereby agree to refer to an arbitrator any disputes arising herefrom, such arbitrator to be appointed by agreement between the parties or, in the absence of any agreement within 28 days of service upon one party of a written request to concur in such appointment, by the President from time to time of the Chartered Institute of Arbitrators.
14. The Buyer shall not be entitled to assign or otherwise transfer its rights and obligations under these Conditions. The Company shall be entitled to assign its rights and / or obligations under these Conditions by giving written notice of such assignment to the Buyer.
15. Where the Buyer is a Consumer, and for the purposes of the Consumer Protection (Distance Selling) Regulations 2000 (i) the Company's name and address (ii) the description of the Goods, (iii) the price for the Goods including all taxes, (iv) any delivery costs, and (v) the arrangements for payment and delivery are each as set out overleaf. You have a right to cancel, but in the event that you exercise that right it shall be a condition that you return the Goods (or any part of them in respect of which you exercise your right to cancel) and shall solely be responsible for the costs of so returning the Goods. The Company provides after-sale guarantees consistent with its statutory obligations, and after-sales services as displayed on the Company's website at the address shown overleaf. Any complaints may be addressed to the Company's premises at the address shown overleaf.