PITACS Terms & Conditions

The Buyer's attention is in particular drawn to the provisions of condition 10.

1. Interpretation

1.1 The definitions and rules of interpretation in this condition apply in these conditions.
1.2 Buyer: the person, firm or company who purchases the Goods from the Seller.
1.3 Contract: any contract between the Seller and the Buyer for the sale and purchase of the Goods, incorporating these conditions.
1.4 Delivery Point: the place where delivery of the Goods is to take place under condition 4.
1.5 Goods: any goods agreed in the Contract to be supplied to the Buyer by the Seller (including any part or parts of them).
1.6 Seller: Pitacs Limited trading as Ultraheat, Aeon, or TIME, TIME Cables, TIME LED, TIME Cable Clips, TIME panel light, etc as well as trading as TIME (registered in England and Wales with company number 02505544).
1.7 Specification: any specification for the Goods, including any related plans and drawings, that is agreed by the Buyer and the Seller.
1.8 Words in the singular include the plural and in the plural include the singular.
1.9 A reference to one gender includes a reference to the other gender.
1.10 Condition headings do not affect the interpretation of these conditions.
1.11 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
1.12 Any phrase introduced by the terms including, include, in particular or similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
1.13 A reference to writing or written includes faxes and e-mails.

2. Application of these conditions

2.1 Subject to any variation under condition 2.3 the Contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, Specification or other document) or which are implied by trade, custom or course of dealing.
2.2 No terms or conditions endorsed on, delivered with or contained in the Buyer's purchase order, confirmation of order, Specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.
2.3 These conditions apply to all the Seller's sales and any variation to these conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by a director of the Seller. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Seller which is not set out in the Contract. Nothing in this condition shall exclude or limit the Seller's liability for fraudulent misrepresentation.
2.4 Each order or acceptance of a quotation for Goods by the Buyer from the Seller shall be deemed to be an offer by the Buyer to buy Goods subject to these conditions.
2.5 No order placed by the Buyer shall be deemed to be accepted by the Seller until a written acknowledgement of order is issued by the Seller or (if earlier) the Seller delivers the Goods to the Buyer.
2.6 The Buyer shall ensure that the terms of its order and any applicable Specification are complete and accurate
2.7 Any quotation is given on the basis that no Contract shall come into existence until the Seller despatches an acknowledgement of order to the Buyer or (if earlier) the Seller delivers the Goods to the Buyer. Any quotation is valid for a period of 30 days only from its date, provided that the Seller has not previously withdrawn it.

3. Description

3.1 The quantity and description of the Goods shall be as set out in the Seller's quotation or acknowledgement of order.
3.2 All samples, drawings, descriptive matter, Specifications and advertising issued by the Seller and any descriptions or illustrations contained in the Seller's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract and no sale is a sale by sample.
3.3 To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Buyer, the Buyer shall indemnify the Seller against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Seller in connection with any claim made against the Seller for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Seller's use of the Specification. This condition 3.3 shall survive termination of the Contract.
3.4 The Seller reserves the right to amend the Specification if required by any applicable statutory or regulatory requirements. If such amendments will materially change the nature or quality of the Goods, the Seller shall notify the Buyer who may then terminate the Contract.

4. Delivery

4.1 Unless otherwise agreed in writing by the Seller, delivery of the Goods shall take place at the Seller's place of business.
4.2 Delivery is completed on the completion of loading of the Goods at the Delivery Point.
4.3 The Buyer shall take delivery of the Goods within 10 days of the Seller giving notice that the Goods are ready for delivery.
4.4 Any dates specified by the Seller for delivery of the Goods are intended to be an estimate (and not of the essence) and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.
4.5 Subject to the other provisions of these conditions, the Seller shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Seller's negligence), nor shall any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 180 days.
4.6 If for any reason the Buyer fails to take or accept delivery of any of the Goods within 10 days of the Seller giving it notice that the Goods are ready for delivery, or the Seller is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations:
(a) risk in the Goods shall pass to the Buyer (including for loss or damage caused by the Seller's negligence);
(b) the Goods shall be deemed to have been delivered at 9.00 am on the tenth day after the day on which the Seller notified the Buyer that the Goods were ready for delivery; and
(c) the Seller may store the Goods until delivery, whereupon the Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
4.7 If 10 days after the day on which the Seller notified the Buyer that the Goods were ready for delivery the Buyer has not taken or accepted delivery of them, the Seller may, as an alternative or in addition to its rights under condition 4.6(c), resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Buyer for any excess over the price of the Goods or charge the Buyer for any shortfall below the price of the Goods.
4.8 The Buyer shall provide at the Delivery Point and at its expense adequate and appropriate equipment and manual labour for loading the Goods. The Seller's delivery personnel shall not be required to:
(a) deliver Goods to any place at the Delivery Point beyond the ground level hard surface nearest to the Seller's vehicle; nor
(b) carry Goods up steps.
4.9 The Seller may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract. Any delay in delivery or defect in an instalment shall not entitle the Buyer to cancel any other instalment.
4.10 Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other Contract or instalment.
4.11 Unless the Buyer has ordered and paid for a special timed delivery at a time and place agreed by the Seller, the time of delivery shall be at any time on the date of delivery between 8am and 5pm.
4.12 The Buyer or its representative shall attend at the Delivery Point on the date and at the time of delivery and shall:
(a) forthwith inspect the outside of all packages before signing the delivery note on which note the inspector shall record all and any damage or short delivery; and
(b) within 24 hours of delivery:
(i) unpack and thoroughly inspect the Goods received; and
(ii) check the Goods received against the Goods ordered; and
(iii) report forthwith to the Seller any visible faults or imperfections and any missing Goods or parts thereof; and
(iv) retain the packaging and delivery documentation of any faulty or imperfect Goods for inspection by the Seller; and
(v) not install, adapt, sell or dispose of (nor permit any other person to install, adapt, sell or dispose of) any Goods which the Buyer and/or the person inspecting the delivered Goods has found to be faulty, imperfect or incomplete.

5. Non-delivery

5.1 The quantity of any consignment of Goods as recorded by the Seller on despatch from the Seller's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.
5.2 The Seller shall not be liable for any non-delivery of Goods (even if caused by the Seller's negligence) unless the Buyer gives written notice to the Seller of the non-delivery within 4 days of the date when the Goods would in the ordinary course of events have been received.
5.3 Any liability of the Seller for non-delivery of the Goods 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.

6. Risk/title

6.1 The Goods are at the risk of the Buyer from the time of delivery
6.2 All Goods supplied by the Seller free of charge remain at all times the property of the Seller unless and until the Seller has agreed in writing to sell such Goods to the Buyer and has received payment in full in accordance with sub-condition 6.3 below. Samples supplied by the Seller free of charge may be used for display purposes only and shall be returned (at the Buyer's expense) to the Seller complete and in saleable condition within 3 months of delivery unless a longer period has been agreed in writing by the Seller.
6.3 Ownership of the Goods shall not pass to the Buyer until the Seller has received in full (in cash or cleared funds) all sums due to it in respect of:
(a) the Goods; and
(b) all other sums which are or which become due to the Seller from the Buyer on any account.
6.4 Until ownership of the Goods has passed to the Buyer, the Buyer shall:
(a) hold the Goods on a fiduciary basis as the Seller's bailee;
(b) store the Goods (at no cost to the Seller) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Seller's property;
(c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;
(d) maintain the Goods in satisfactory condition and keep them insured on the Seller's behalf for their full price against all risks to the reasonable satisfaction of the Seller from the date of delivery. On request the Buyer shall produce the policy of insurance to the Seller;
(e) notify the Seller immediately if it becomes subject to any of the events listed in condition 6.6; and
(f) give the Seller such information relating to the Goods as the Seller may require from time to time.
6.5 The Buyer may resell the Goods before ownership has passed to it solely on the following conditions:
(a) any sale shall be effected in the ordinary course of the Buyer's business at full market value;
(b) it does so as principal and not as the Seller's agent; and
(c) ownership of the Goods shall pass from the Seller to the Buyer immediately before the time at which resale by the Buyer occurs.
6.6 The Buyer's right to possession of the Goods shall terminate immediately if:
(a) the Buyer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or
(b) the Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Seller and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade; or
(c) the Buyer encumbers or in any way charges any of the Goods.
6.7 If before ownership of the Goods passes to the Buyer the Buyer becomes subject to any of the events listed in condition 6.6, then, without limiting any other right or remedy the Seller may have:
(a) the Buyer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and
(b) the Seller may at any time:
(i) require the Buyer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product; and
(ii) if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the Goods are stored in order to recover them.
6.8 The Seller shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Seller.
6.9 The Buyer grants the Seller, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.
6.10 Where the Seller is unable to determine whether any Goods are the goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all goods of the kind sold by the Seller to the Buyer in the order in which they were invoiced to the Buyer.
6.11 On termination of the Contract, howsoever caused, the Seller's (but not the Buyer's) rights contained in this condition 6 shall remain in effect.

7. Price

7.1 Unless otherwise agreed by the Seller in writing, the price for the Goods shall be the price set out in the Seller's price list published on the date of delivery or deemed delivery.
7.2 The price for the Goods shall be:
(a) exclusive of any value added tax (VAT), which the Buyer shall additionally be liable to pay to the Seller at the prevailing rate, subject to the receipt of a valid VAT invoice; and
(b) exclusive of all costs or charges in relation to packaging, loading, unloading, carriage and insurance, all of which amounts the Buyer shall pay in addition when it is due to pay for the Goods provided that in respect of Goods delivered within Great Britain the price of Goods shall include:
(i) packaging, loading, unloading, and an element of insurance cover (for details of which cover please contact the Seller); and
(ii) (for each order that is confirmed by the Seller to exceed its minimum order quantity in respect of that product type and delivery destination) the cost of carriage.
7.3 The Seller may, by giving notice to the Buyer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
(a) any request by the Buyer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
(b) any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate or accurate information or instructions.

8. Payment

8.1 Unless otherwise agreed, the Buyer shall pay in full the price for the Goods in pounds sterling (GBP) or other currency as indicated on the invoice or proforma at the time of placing its order with the Seller. Any payment deferral, credit, return or prompt payment discount terms granted to the Buyer by the Seller may be changed or cancelled at any time.
8.2 Subject to condition 8.4, payment of the full balance of the price for the Goods is due in pounds sterling on the due date as stated on the invoice.
8.3 Time for payment shall be of the essence.
8.4 No payment shall be deemed to have been received until the Seller has received cleared funds.
8.5 All payments payable to the Seller under the Contract shall become due immediately on its termination, howsoever caused, despite any other provision.
8.6 The Buyer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Seller to the Buyer. The Seller may at any time, without limiting any other rights or remedies it may have, set-off any amount owing to it by the Buyer against any amount payable by the Seller to the Buyer.
8.7 If the Buyer fails to pay the Seller any sum due pursuant to the Contract, the Buyer shall be liable to pay interest to the Seller on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of Barclays Bank, accruing on a daily basis until payment is made, whether before or after any judgment. The Buyer shall pay the interest together with the overdue amount. The Seller reserves the right to elect to claim interest and late payment compensation under the Late Payment of Commercial Debts (Interest) Act 1998.
8.8 Should the Seller be required to enforce the terms of the Contract against the Buyer (including, without limitation, to recover the price of the Goods) then the Buyer will indemnify the Seller against all costs and expenses (including professional and legal costs and expenses on a full indemnity basis) suffered or incurred by the Seller arising out of or in connection with the Seller enforcing the terms of the Contract.

9. Quality

9.1 Where the Seller is not the manufacturer of the Goods, the Seller shall endeavour to transfer to the Buyer the benefit of any warranty or guarantee given to the Seller.
9.2 The Seller warrants that (subject to the other provisions of these conditions):
(a) on delivery, and for a period of 12 months from the date of delivery (Warranty Period), the Goods shall:
(i) conform in all material respects with their description and any applicable Specification;
(ii) be free from material defects in design, material and workmanship;
(iii) be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and
(iv) be reasonably fit for any particular purpose for which the Goods are being bought if the Buyer had made known that purpose to the Seller in writing and the Seller has confirmed in writing that it is reasonable for the Buyer to rely on the skill and judgement of the Seller; and
(b) on delivery, the products shall be free from material defects resulting from faulty manufacture or workmanship; for the following periods:
(i) Electrical only or duel fuel radiators and towel rails: 12 months
(ii) LED lamps, fittings and associated accessories: 1, 2, 3 or 5 years, as stated in the literature provided with the product at the point of sale,
(iii) LED Light Panels: 3 or 5 years, as stated in the literature provided with the product at the point of sale,
(iv) Water Treatment Products: Magnetic Filter and Electrolyte Scale Reducer: 2 Years
(c) on delivery, and for a period of 5 years from the date of delivery, Ultraheat Premier Range, (excluding Goods falling within the foregoing condition 9.2(b)) shall be free from material defects resulting from faulty manufacture or workmanship; and
(d) on delivery, and for a period of 10 years from the date of delivery, Ultraheat Compact 4, and Ultraheat Premier Aluminium radiators, (excluding Goods falling within the foregoing conditions 9.2(b) or (c)) shall be free from material defects resulting from faulty manufacture or workmanship; and
(e) on delivery, and for a period of 20 years from the date of delivery, conditional warranty on Aeon Stainless steel products (excluding Goods falling within the foregoing conditions 9.2(b), (c) or (d)) shall be free from leakage resulting from material defects due to faulty manufacture or workmanship. (Conditional means we would need to be informed if the system is an open system that is fed by mains water or direct hot water cylinder).
(f) on delivery, and for a period of 10 years from the date of delivery, conditional warranty on Aeon Aluminium products (excluding Goods falling within the foregoing conditions 9.2(b), (c), (d) or (e)) shall be free from leakage resulting from material defects due to faulty manufacture or workmanship. (Conditional means we would need to be informed if the system is an open system that is fed by mains water or direct hot water cylinder).
9.3 The Seller shall not be liable for a breach of any of the warranties in condition 9.2 unless:
(a) the Buyer has complied with its obligations under these terms and conditions, in particular (without limitation) the Buyer's obligations pursuant to condition 4.12 above to inspect all Goods upon and immediately following delivery and notify the Seller promptly and in full of faulty, imperfect or incomplete Goods; and
(b) the Buyer gives written notice of the defect to the Seller during the applicable warranty period set out in condition 9.2 within a reasonable time of discovery that some or all of the Goods do not comply with the warranties in condition 9.2, and, if the defect is as a result of damage in transit to the carrier, within 3 days of the time when the Buyer discovers or ought to have discovered the defect; and
(c) the Seller is given a reasonable opportunity after receiving the notice of examining such Goods and the Buyer (if asked to do so by the Seller) returns such Goods to the Seller's place of business at the Seller's cost for the examination to take place there.
9.4 The Seller shall not be liable for a breach of any of the warranties in condition 9.2 if:
(a) the Buyer makes any further use of such Goods after giving such notice; or
(b) the defect arises because the Buyer failed to follow the Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or
(c) the serial numbers on the Goods have been removed, erased, concealed or for any other reason are unavailable; or
(d) the defect in question arises in whole or in part from reasonable wear and tear, wilful damage, negligence or abnormal storage or working conditions; or
(e) the Goods have not been installed with reasonable competence and in accordance with
(f) the Buyer alters or repairs such Goods without the written consent of the Seller; or
(g) the defect arises as a result of the Seller following any drawing, design or Specification supplied by the Buyer; or
(h) the Goods differ from their description or the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
9.5 Subject to condition 9.3 and condition 9.4, if any of the Goods do not conform with either of the warranties in condition 9.2 the Seller shall at its option repair or replace such Goods (or the defective part) or refund the price of such Goods at the pro rata Contract rate provided that, if the Seller so requests, the Buyer shall, at the Seller's expense, return the Goods or the part of such Goods which is defective to the Seller
9.6 If the Seller complies with condition 9.5 it shall have no further liability for a breach of any of the warranties in condition 9.2 in respect of such Goods.
9.7 Any Goods replaced shall belong to the Seller and any repaired or replacement Goods shall be guaranteed on these terms for the unexpired portion of the applicable warranty period set out in condition 9.2
9.8 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
9.9 These conditions shall apply to any repaired or replacement Goods supplied by the Seller.

10. Limitation of liability

10.1 Subject to condition 4, condition 5 and condition 9, the following provisions set out the entire financial liability of the Seller (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:
(a) any breach of these conditions;
(b) any use made or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and
(c) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
10.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
10.3 Nothing in these conditions excludes or limits the liability of the Seller:
(a) for death or personal injury caused by the Seller's negligence, or the negligence of its employees, agents or sub-contractors; or
(b) under section 2(3) of the Consumer Protection Act 1987; or
(c) for any matter which it would be illegal for the Seller to exclude or attempt to exclude its liability; or
(d) for fraud or fraudulent misrepresentation.
10.4 Subject to condition 10.2 and condition 10.3:
(a) the Seller's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price; and
(b) the Seller shall not be liable to the Buyer for indirect or consequential loss of profit or loss of business which arise out of or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise.
10.5 The Buyer acknowledges and agrees that it is a business customer by virtue of the Goods being received by it for business purposes.
10.6 The Buyer acknowledges and agrees that:
(a) it has read and fully understood the limitations and exclusions of the obligations and liabilities of the Seller set out in these conditions;
(b) it has freely agreed to them;
(c) they are reasonable and formed the basis for setting the price of the Goods;
(d) it freely accepts the risks associated with them; and
(e) it is able to insure itself against all or some of those risks should it so desire.

11. Assignment

11.1 The Seller may at any time assign, transfer, mortgage, charge, sub-contract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract or any part of it to any person, firm or company.
11.2 The Buyer shall not be entitled to assign, transfer, mortgage, charge, sub-contract, declare a trust over or otherwise deal in any other manner with any or all of its rights or obligations under the Contract or any part of it without the prior written consent of the Seller.

12. Termination

12.1 Without limiting its other rights or remedies, the Seller may terminate the Contract with immediate effect by giving written notice to the Buyer if:
(a) the Buyer commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within 14 days of the Buyer being notified in writing to do so;
(b) the Buyer takes any step or action in connection with those events set out in condition 6.6;
(c) the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
(d) the Buyer's financial position deteriorates to such an extent that in the Seller's opinion the Buyer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
12.2 Without limiting its other rights or remedies, the Seller may terminate the Contract with immediate effect by giving written notice to the Buyer if the Buyer fails to pay any amount due under the Contract on the due date for payment.
12.3 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.
12.4 Any provision of the Contract that expressly or by implication is intended to come into or continuation in force on or after termination shall remain in full force and effect.

13. Force majeure

The Seller reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reason able control of the Seller including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 90 days, the Buyer shall be entitled to give notice in writing to the Seller to terminate the Contract.

14. Entire agreement

The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

15. General

15.1 Each right or remedy of the Seller under the Contract is without prejudice to any other right or remedy of the Seller whether under the Contract or not.
15.2 If any provision or part-provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect. In such circumstances, the parties shall negotiate in good faith to amend such provision or part-provision so that, as amended, it is legal, valid and enforceable and, to the greatest extent possible, achieves the intended commercial result of the original provision or part-provision.
15.3 Failure or delay by the Seller in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
15.4 Any waiver by the Seller of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
15.5 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 that is not a party to it.
15.6 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts in relation to the settlement of any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract.

16. Communications

16.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax or e-mail:
(a) (in case of communications to the Seller) to its registered office or such changed address as shall be notified to the Buyer by the Seller; or
(b) (in the case of the communications to the Buyer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Buyer set out in any document which forms part of the Contract or such other address as shall be notified to the Seller by the Buyer.
16.2 Communications shall be deemed to have been received:
(a) if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or
(b) if delivered by hand, on the day of delivery; or
(c) if sent by fax or e-mail on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day.
16.3 In relation to the services, the Customer
(a) agrees that Pitacs may from time to time monitor or record calls made to Pitacs or by Pitacs to improve customer service, and or for training and marketing purposes.

Terms and conditions are available as a PDF file upon request.
Alternatively, they can be downloaded from our website.