

Record Direct

Terms & Conditions of Trading

Record UK Limited trading as Record Direct will be known as Record
The customer to whom this is addressed will be known as "the buyer"
Any product supplied will be known as "the goods"
Any service performed or carried out by this company or its agents will be known as "the service"

These terms and conditions apply to all "goods" & "services" supplied by this company and no variation will be accepted unless confirmed in writing and authorised by a director.

PRICES: The price will be charged at the rate prevailing on receipt of the order from the buyer and / or prices provided as part of a written quotation provided they are within the acceptance period. The price lists issued by Record are for guidance only and will not be held as binding. The "buyer" should confirm the price with Record in writing. Prices are subject to change without notice. All prices quoted are at standard rate and subject to individual discounts.

DELIVERY: Times for delivery are given in good faith and Record cannot be held accountable for deliveries delayed or lost. All parcels are normally sent via couriers, normally for next day delivery. Delivery charges are as per our price list and are subject to change without notification.

ACCOUNTS: Application for accounts will be considered by Record for any company wishing to use the service /the goods on a regular basis. From initial enquiry, an application form must be completed and returned to Record, duly signed. All accounts are authorised by a Director following credit approval.

PAYMENT:

Non –Account holders: For all non-account holders, payment by pro-forma invoice will be required before any goods are released or services carried out. For all New Account orders, payment by pro-forma invoice will be required before any goods are released.

Account holders: Record provide 30 day payment accounts. All invoices are to be paid within the 30 day period unless otherwise agreed and authorised by a director.

Late Payment: Where payment is not made as per our terms and conditions, we understand and will exercise our statutory rights to interest under The Late Payment of Commercial Debts (Interest) Act 1998. Interest of 8% above Barclays Bank's base rate will be charged on overdue accounts.

VAT is chargeable on all invoices raised and will be levied at the current rate at time of invoice.

CLAIMS: All claims for non-receipt of goods, loss or shortfall, should be notified to Record in writing within 7 days. Any claim for consequential loss will not be accepted as a result of any late deliveries or failure of any of our products. All our units carry serial numbers and/or security seals. Should either be missing or tampered with, then no claim will be accepted for that item. Record do not warrant or guarantee that any of our goods will be suitable for a particular purpose.

RETURNS: Any goods supplied in error by Record will be accepted as returns and replaced or credited in full. Any goods ordered in error by the buyer or not required, will be accepted back subject to a "re-stocking fee" of 20% and a credit will be raised providing they are returned in the original packaging and delivered carriage paid to our business address. Where replacement goods are requested under the warranty, a new order is required before the goods are dispatched and once the faulty item is returned and checked, a credit note will be issued if the item is found to be faulty. All returned goods must be notified to us in writing within 21 days of receipt of the goods. All items must be appropriately packaged when returned. Any damage caused in transit will be the buyer's liability.

GUARANTEE: The following guarantee applies:
Full 12 months guarantee from date of our invoice. All our units carry serial numbers and/or security seals. Should either be missing or tampered with, the guarantee will then be void.

RISK: The risk passes to the buyer on delivery and adequate insurance must be provided to cover the goods.

TITLE: The ownership of any goods supplied by Record only passes to the buyer when payment in full has been received. Full title and ownership therefore remains with Record and we reserve the right to collect and/or remove any goods, which remain un-paid after 90 days.

FORCE MAJEURE: Record shall be released from its obligations under a contract in the event of any cause beyond the reasonable control of either party. This shall include but not without limitation, war, riots, industrial action, break down of any machinery, acts of god etc, which prohibit the completion or continuation of said contract.

LAW: All transactions and contracts accepted are governed by Scots Law. All notices by either party shall be sent by registered or recorded delivery.