

Nursery Surplus.co.uk Terms and Conditions

These terms and conditions of sale shall be deemed to be incorporated in the contract between Nursery Surplus.co.uk and the UK customer. They apply only to UK customers (excluding Channel Islands and BFPO's)

DESCRIPTION

Nursery Surplus.co.uk is a clearance website and all goods are sold at a highly discounted price. We take every care to ensure illustrations and descriptions on the Nursery Surplus.co.uk website are accurate (errors and omissions accepted) and informative. We do reserve the right to change specifications. All items are discounted because they are either retuned or discontinued items and some items may not be in a totally new condition. This does not affect your statutory rights.

PRICES

Prices quoted on the Nursery Surplus.co.uk website are highly discounted and there are limited stocks of each item. There may only be a limited quantity of each item and once sold the stock will not be replaced.

VALUE ADDED TAX

VAT at the appropriate rate will be added to all prices where applicable including carriage and packing charges (LEA schools please note that your Education Authority will credit you with the whole of the tax paid on receipt of the appropriate forms)

AVAILABILITY

We will only hold limited amounts of stock for each item on the Nursery Surplus.co.uk website and once this is sold it will not be replenished with the same items.

PAYMENT/CREDIT

- Where credit is given payment for goods supplied is due within 30 days from the invoice date and this is only available on the Nursery Surplus.co.uk website for Schools and Local Education Authorities.
- Nursery Surplus.co.uk reserve the right to charge interest at 8% above Bank of England base rate on all overdue amounts and the customer will be liable for all legal costs

NEW CUSTOMERS AND NON ACCOUNT HOLDERS

Goods can be supplied on a cash/cheque with order basis or through major credit, debit and charge cards; 30 days FREE credit is available subject to status. We may consult a credit reference agency. Credit accounts are only available for Schools or Local Education Authorities.

PASSING OF PROPERTY

The risk in the goods supplied shall pass to the buyer on delivery into the buyer, possession or to the carrier or place of delivery nominated by the buyer and the seller shall be under no liability whatsoever for any loss or damage occurring thereafter.

RETENTION OF TITLE

Ownership (title) of the goods only passes to the purchaser on full payment of the appropriate invoice.

CARRIAGE AND DELIVERY (UK CUSTOMERS)

- i) All orders will be delivered FREE of charge providing order value is £100 or more (excluding VAT).
- ii) Orders under £100 (excluding VAT) will carry a delivery charge of £4.95.

DELIVERY

The seller accepts no liability for any loss, damages or expenses arising from the late delivery of goods by the seller, its agents or its agent's carriers due to any cause whatsoever. Any delivery time or date despatch or delivery date which the seller may specify is accordingly a best estimate only and should not be relied upon. The sellers will however, seek to achieve delivery dates specified as far as it is within its power to do so. Please note that with furniture and other large items the price quoted is for delivery to ground floor.

PROOF OF DELIVERY

A signed proof of delivery document will be available from the seller for a period of 90 days from date on invoice. After this period, the seller may decline such request for proof of delivery or impose a charge for its supply. In any event after this period the buyer shall be liable for payment of monies due in respect of the goods supplied.

INCOMPLETE ORDERS

- If upon receipt your goods are damaged, incomplete or short delivered notification must be made within 5 working days of delivery. For non delivery of goods notification should be made within 7 days of the invoice date. Claims outside this period will not be accepted. Goods should not be returned without prior authorisation and you must quote your account number and relevant reference number.

Refused Deliveries

- We reserve the right to make a carriage charge plus a 20% handling charge, or minimum of £10 whichever is greater, on all consignments that are refused without reason

Return of Goods

- Nursery Surplus.co.uk product guarantee relates to the durability and relative fitness for purpose. Please note all items are discounted because they are either returned or discontinued items and some items may not be in a totally new condition. This does not affect your statutory rights.
- Where an item is faulty, we reserve the right to repair or replace. If this is not possible, a credit will be issued
- Goods deemed no longer required due to ordering error may be considered for return providing prior authorisation is obtained and goods are returned in a re-saleable condition, in the original packaging and within the first calendar month following dispatch. Notification should be within 5 days of delivery and where authorisation is obtained a 20% handling charge or minimum of £10 whichever is greater will be charged. Nursery Surplus.co.uk will not accept returned goods without prior authorisation or in a non-saleable condition – in such cases goods must be paid for in full by the customer and the standard handling fee (above) will be charged along with any delivery fees incurred.

FORCE MAJEURE

The seller shall not be liable to the buyer for failure to perform or delay in performing any of their contractual obligations when this is caused by circumstances beyond their reasonable control.

Data Protection

Nursery Surplus.co.uk is a registered data user under the Data Protection Act. We never make your personal details available to other companies for marketing purposes other than for the marketing of Nursery Surplus.co.uk goods and services. We (and our parent company) may hold your personal details in order to process your order and/or maintain your account. We (and our parent company) may also use your details to send you further information on Nursery Surplus.co.uk goods and services, to keep you up to date on goods, services, new products and promotional offers you may be interested in or for research purposes. If you prefer not to receive such information or be part of our research please email us on remove@nurserysurplus.co.uk

DISPOSAL OF WASTE ELECTRICAL ELECTRONIC EQUIPMENT – WEEE DIRECTIVE

The United Kingdom is under an obligation to minimise the disposal of Electrical and Electronic Waste Equipment (WEEE) in domestic waste, and to encourage recycling, recovery and environmental sound disposal methods, Nursery Surplus.co.uk is committed to promoting the re-use, recycling and recovery of WEEE product by contributing to VALPAK compliance scheme. WEEE Products or Packaging will be marked with a crossed out wheelie bin symbol (see below) to indicate that the product should not be disposed of in general domestic waste but disposed of through an approved WEEE scheme.