

Health Education England

03rd March 2022

**Altrincham Health and Wellbeing Centre,
33 Market Street,
Altrincham,
WA14 1RZ**

Wrights Equipment Sales Contract: WHGMMG 02/03/2022

Dear [REDACTED],

Thank you for accepting our quotation. I have drawn up a contract based on our standard terms and conditions as follows :

Description	Qty	Unit Price	Total
Please refer to associated quotation – WHGMMG 02/03/2022			

PLEASE COMPLETE:

☐

I CONFIRM I HAVE READ AND AGREE TO WRIGHTS TERMS AND CONDITIONS OF SALE (below)

Confirmation of Parties to this Agreement as dated below:

[REDACTED]
[REDACTED]
[REDACTED]

1. Health Education England

[REDACTED]
[REDACTED]
[REDACTED]

VAT Registration Number : [REDACTED]

SIGNATURE [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

Wright Health Group Ltd, Dunsinane Avenue, Kingsway West, Dundee, DD2 3QD, Scotland

t: 08700 345245 f: 01382 811042 e: service@wright-cottrell.co.uk w: www.wright-cottrell.co.uk

Company Registration No: SC007906

Wright Health Group Bank details for payments : [REDACTED]

Terms & Conditions of Sale

These terms and conditions are the basis on which Wright Health Group Ltd incorporated in Scotland (Company Number SC007906) with registered office at Dunsinane Avenue, Kingsway West, Dundee DD2 3QD (trading as 'Wrights') contracts with you(thebuyer) for the sale of goods in this catalogue and from its website and electronic ordering system. The buyer's attention is drawn in particular to the provisions of clause 9 of these Terms and Conditions.

1 Acceptance of Terms &Conditions

1.1 Any order placed by a buyer will constitute an offer to purchase the goods concerned in accordance with these conditions. An order will only be deemed to be accepted when Wrights issues a written acceptance (for which purposes an electronic or emailed acceptance shall constitute written acceptance) of the order, at which point a contract shall come into existence, of which these terms and conditions shall form part. Wrights shall sell and the buyer shall purchase the goods in accordance with these terms and conditions, which shall govern the contract forthe purchase and sale of such goods to the exclusion of any other terms and conditions.

1.2 No variation to these conditions shall be binding unless agreed inwriting between the buyer and Wrights.

1.3 Any typographical, clerical, graphical or other error or omission on any sales literature, quotation, price list, acceptance of offer,invoice or other document or information issued by Wrights shall be subject to correction without any liability on the part of Wrights.

2 Prices and Payment of Goods

2.1 Where prices are quoted, these are current at time of publishing or display and are exclusive of VAT which will be added at the current rate. Wrights reserves the right to amend published prices at any time at its absolute discretion, including but not limited to correction of clerical errors.

2.2 Payment is due by the 21st day of the month following the date of invoice. Time of payment is of the essence.

[REDACTED]

2.4 If the buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to Wrights, Wrights shall be entitled to:- i. Cancel the contract or suspend any further deliveries to the buyer; ii. Cancel orsuspend any installation of goods being undertaken by or on behalf of Wrights; iii. Appropriate any payment made by the buyer to such of the goods (or the goods supplied under any contract between the buyer and Wrights) as Wrights may think fit(notwithstanding any purported appropriation by the buyer); and iv. Charge the buyer interest (both before and after any judgement) on the amount unpaid, at the rate of 2% per annum above the base rate from time to time of the Royal Bankof Scotland PLC until payment in full is made.

3 Risk and Property

3.1 Risk of damage to or loss shall pass to the buyer at the time of delivery or, if the buyer fails to take delivery of the goods, the time when Wrights has tendered delivery of goods

3.2 Notwithstanding delivery and the passing of risk in the goods, or any other provision of the conditions, title to the goods shall not pass to the buyer until Wrights has received in cash or cleared funds payment in full of all sums due by the buyer to Wrights

3.3 Until such time as the property in the goods passes to the buyer, the buyer shall:- i. hold the goods as Wrights' fiduciary agent; ii. keep the goods in good and substantial repair condition and keep them insured against all appropriate commercial risks for their full price; iii. keep the goods separate from those of the buyer and any third parties and properly stored, protected and identified as Wrights' property; and iv. notify Wrights immediately in the event that the buyer becomes subject to any of the events listed in clause 8.

3.4 Each contract for the sale or supply of goods to the buyer shall be treated as a separate contract.

3.5 Until Wrights receives payment in full of all monies due by the buyer, the buyer shall not have nor shall it allow any party to acquire an interest in the goods or title to them and without prejudice to the generality thereof the buyer shall not pledge, part with possession of, or allow any charge, lien or other encumbrance to affect the goods or the goods to be installed as a fixture of any property.

3.6 In the event of the buyer failing to make payment in accordance with these conditions Wrights shall have the right to retake possession of and permanently retain any goods which are unpaid for and to revoke all liability of Wrights to the buyer under any contract relating to such goods. Further, the buyer shall permit Wrights, its employees or agents to enter any premises in which the goods are housed and to remove the goods and shall pay all reasonable costs incurred by Wrights in effecting such entry and removal and the transport of the same to Wrights' premises.

3.7 If before title to the goods passes to the buyer the buyer becomes subject to any of the events listed in clause 8, or Wrights reasonably believes that any such event is about to happen and notifies the buyer accordingly, then, provided that the goods have not been irrevocably incorporated into another product or installed as a fixture of any property, and without limiting any other right or remedy Wrights may have, Wrights may at any time require the buyer to deliver up the goods and, 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 and remove them.

4 Delivery of Goods

4.1 Wrights shall make every effort to despatch on the same day all orders received before 4:30pm. Any dates or times quoted for delivery are approximate only, and time of delivery is not of the essence and Wrights will not be liable for any delay in delivery or the consequences, losses or costs arising from such delay. Delivery is by first class post or next day carrier to mainland UK. Certain mainland destinations in Scotland and non-mainland destinations will not receive next day delivery (post code list available from our national carrier on request). Where delivery of the goods takes place after the estimated delivery time, the buyer shall have no right to reject the goods or terminate the contract.

4.2 Shortages and breakages must be reported to Wrights within 3 working days of receipt of the goods. Non delivery of goods must be notified within 5 working days of receipt of an invoice or statement

4.3 There is no charge for delivery on orders more than £40, exclusive of VAT unless expressly stated otherwise by Wrights prior to confirming a buyer's order. Orders less than £40, exclusive of VAT will include a Small Order handling Charge which will be applied at time of order. Wright reserves the right to make a charge for special delivery instructions, which will incur additional cost, and in particular where deliveries are made direct to the customer by other suppliers and charged to Wrights. Where any such charge is to be made, Wrights will notify the buyer of this at the point of acceptance of their order.

4.4 Wrights will invoice, at cost, all carriage, packing, charges, tax and other duties on any order to be delivered outside the UK.

4.5 Delivery of the goods shall be completed on the goods' arrival at the buyer's premises or at such other location as the parties may agree for delivery.

4.6 Equipment with a value in [REDACTED] will only be delivered once an order confirmation document has been signed by the buyer and accepted by Wrights.

5 The Goods

5.1 The goods are as described and specified in Wrights' catalogue and/or displayed on Wrights' website. The buyer will be solely responsible for determining the suitability of the goods for their intended use by the buyer and will not rely on any representations, express or implied, made by or on behalf of Wrights.

5.2 Wrights warrants that on delivery the goods shall:- i. conform in all material respects with their description and any specification provided by Wrights; 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 fit for any purpose held out by Wrights.

5.3 Subject to clause 5.4 if:- i. the buyer gives notice in writing to Wrights within a reasonable time of discovery that some or all of the goods do not comply with the warranty set out in clause 5.2; ii. Wrights is given a reasonable opportunity of examining the goods; and iii. the buyer (if asked to do so by Wrights) returns the goods to Wrights' place of business at the buyer's cost; Wrights shall, at its option, repair or replace the defective goods, or refund the price of the defective goods in full.

5.4 Wrights shall not be liable for goods' failure to comply with the warranty set out in clause 5.2 in any of the following events:- i. the buyer makes any further use of the goods after giving notice in accordance with clause 5.3; ii. the defect arises because the buyer has failed to follow Wrights' oral or written instructions as to the storage, commissioning, installation, use and maintenance of the goods or (if there are no such instructions) good trade practice regarding same; iii. the defect arises as a result of Wrights following any drawing, design, specification or instruction supplied by the buyer; iv. the buyer alters or repairs the goods without the written consent of Wrights; v. the defect arises as a result of fair wear and tear, wilful damage, negligence or abnormal storage or working conditions; or vi. the goods differ from their description as a result of changes made to ensure they comply with any applicable statutory or regulatory requirements.

5.5 Except as provided for in this clause 5, Wrights shall have no liability to the buyer in respect of the goods failure to comply with the warranty set out in clause 5.2.

5.6 Except as set out in these terms and conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest permitted by law, excluded from the contract for the purchase and sale of the goods.

5.7 These terms and conditions shall apply to any repaired or replacement goods supplied by Wrights.

6 Installation

6.1 Where installation of the goods is to be carried out by Wrights, Wrights will:- i. advise the buyer that installation is required and will be provided by Wrights prior to confirming the buyer's order; ii. make every effort to carry out equipment installation work at times agreed with the buyer, but will not be liable for any delay or default in installing equipment attributable to the buyer or any other reason out with the control of Wrights.

6.2 Where installation of the goods is to be carried out by Wrights, the buyer will:- i. provide uninterrupted access to Wrights to such parts of the premises at which the goods are to be installed as may be required by Wrights; ii. be solely responsible for ensuring that appropriate mains supplies of water, electricity, gas, and such other utility supplies as Wrights may indicate are required are available at the point of installation of the goods; iii. ensure that any third party consents or permissions required with for the installation of the goods are obtained in advance of their installation, and by instructing Wrights to proceed with the installation of any goods, the buyer will be deemed to warrant to Wrights that all necessary rights, consents and permissions have been duly and unconditionally obtained; iv. will be solely responsible for ensuring that the proposed point and location of installation complies with all relevant health and safety and other applicable legislation, regulations and guidance.

6.3 In the event of any delay or default by the buyer in organising a suitable time for installation to take place, Wrights reserves the right to charge the buyer for storage of the goods during any such period of delay.

6.4 Installation of goods to be financed by lease or lease purchase will not be carried out until an appropriate financing agreement has been entered into and confirmed by Wrights. In accordance with the deposit requirements in 6.5 below Wrights reserves the right to request a draw-down of funds from the finance company in advance of the installation.

6.5 Where the goods are not the subject of a financing agreement, Wrights will require a deposit of 25% of the total contract price for the installation of goods, prior to installation being carried out. A further 65% will be payable 10 days before installation. The balance of 10% will be due on customer acceptance sign off of the installation.

6.6 Prior to installation of the goods, the buyer will be responsible for compliance with current and health and safety requirements.

7 Returned Goods

7.1 Returned goods will be accepted for credit within 30 working days from date of delivery provided they are accompanied by a Returns Advice Note (issued with original invoice).

7.2 Returned goods lost or damaged in transit to Wrights will not be credited. Wrights has no liability in such instances.

7.3 Returned goods will only be accepted for credit or exchange if the goods are in a readily saleable condition, unused and in original packaging.

7.4 Sterile and/or pharmaceutical products (refer to MAL6 document) will only be accepted for return for the following reasons:- i to correct an error in delivery or ordering and providing goods are returned within 7 days of receipt; ii in response to a product batch recall instigated by the manufacturer; iii where products or packages are alleged to be faulty.

7.5 Goods, which require to be stored under temperature controlled conditions cannot be accepted for return.

7.6 Goods not normally stocked by Wrights which are specially ordered at the request of the buyer cannot be accepted for return. Where goods require to be specially ordered by Wrights at the request of the buyer, Wrights will advise the buyer of this at the point of confirming the order and offer the buyer the opportunity to cancel the order if the buyer does not wish to proceed on the basis of this clause.

7.7 Subject to the above conditions Wrights will credit returned goods at an amount equal to that which the buyer paid for the goods. 7.8 Wrights reserves the right to charge a handling charge on returned goods.

8 Insolvency of the Buyer

8.1 If the buyer becomes subject to any of the events listed in clause 8.2, or Wrights reasonably believes that the buyer is about to become subject to any of them and notifies the buyer accordingly, then, without limiting any other right or remedy available to Wrights, Wrights may cancel or suspend all further deliveries under the contract or under any other contract between the buyer and Wrights without incurring any liability to the buyer, and all outstanding sums in respect of goods delivered to the buyer shall become immediately due.

8.2 For the purposes of these terms and conditions, the relevant events are:- i. the buyer enters or becomes subject to any form of personal insolvency proceedings, voluntary or compulsory liquidation or administration or any other similar or equivalent form of bankruptcy or insolvency proceedings, compounds with its creditors or takes or suffers any similar action in consequence of debt.

9 Limitation of Liability

9.1 Nothing in these terms and conditions shall limit or exclude Wrights' liability for:- i. death or personal injury caused by its negligence, or the negligence of its employees, agents or sub-contractors (as applicable) ; ii. fraud or fraudulent misrepresentation; iii. breach of the terms implied by section 12 of the Sale of Goods Act 1979; iv. defective products under the Consumer Protection Act 1979 v. any matter in respect of which it would be unlawful for Wrights to exclude or restrict liability.

9.2 Subject to clause 9.1, Wrights' liability in contract, delict, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of this contract, shall not exceed the value of the goods which are the subject of such a claim and, without prejudice to the generality of the foregoing, Wrights shall not in any event be liable for (a) indirect or consequential loss or damage including loss of profits, revenue, opportunity, turnover or expenditure howsoever caused; or (b) any claims howsoever arising in respect of Goods which have been used otherwise than for their intended purpose (as held out by Wrights).

9.3 Wrights shall not be liable in respect of any loss or damage caused by delay or failure to perform any part of the contract arising out of any circumstances or factors outside Wrights' reasonable control (including without limitation, fire, abnormal weather conditions, civil disorder, war, theft, industrial dispute, perils of sea, legislative or executive action, breakdown of machinery, total or partial failure of water, electrical or other power supplies, delay by suppliers, carriers or other sub-contractors or agents or liability to obtain materials or manufacturing services from usual sources, currency or licence regulations, inability to obtain import or export licences).

10 Set Off

10.1 The buyer shall not be entitled to withhold, delay or make any deduction from payment of any sum due to Wrights under this or any other contract in relation to any claim made against Wrights whether under this contract or otherwise. The buyer has no right of set-off or compensation against Wrights in respect of any claim whatsoever.

11 Governing Law

11.1 Any contract entered shall be governed by the Law of Scotland and shall be subject to the non-exclusive jurisdictions of the Courts of Scotland and