

# **CHANGEOVER LTD T/A MOOVIES DISTRIBUTION - Terms & Conditions**

## **DEFINITIONS**

The 'Seller' shall mean CHANGEOVER LTD T/A MOOVIES DISTRIBUTION. The 'Buyer' shall mean the person or company purchasing or offering to purchase goods from the seller. The 'Goods' shall mean any Product and or service offered for sale by the seller which the buyer purchases or offers to purchase.

## **GENERAL**

The terms and conditions set out above shall apply to every contract entered into by the seller for the sale of goods unless a variation there to is agreed in writing by a Director of the seller. These terms and conditions shall apply notwithstanding any terms and conditions of the buyer.

## **TERMS OF WEBSITE USE**

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## **INTELLECTUAL PROPERTY RIGHTS**

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## **OUR LIABILITY**

The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we and third parties connected to us hereby expressly exclude: Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including, without limitation any liability for: loss of income or revenue; loss of business; loss of profits or contracts; loss of anticipated savings; loss of data; loss of goodwill; wasted management or office time; and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable. This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law. Where you buy any product from a Supplier through our site, the Supplier's individual liability will be set out in the Supplier's terms and conditions.

## **ORDERS**

By placing an order either through our site, or via one of our sales-agents whether by e-mail, phone, verbally face-to-face or in writing you warrant that: You are legally capable of entering into binding contracts; You are a trader and/or business (whether a limited company or not) and are not a consumer; and You have read our terms and conditions and agree to be bound by them. All orders for the goods placed by the buyer and accepted by the seller shall be treated as a contract for the purchase of the goods so ordered or such part thereof as the seller has available. The Sellers order cut-off time for same day despatch (Monday to Friday excluding National Holidays) is 1pm GMT.

## **PRE-ORDERS**

All pre-orders placed by the Buyer are on a firm-sale basis. In the event the Buyer wishes to cancel a pre-order a maximum limit of 20% of the Sales Order quantity may be cancelled at the Sellers discretion. The Buyer must submit the cancellation request in writing, providing the original Sales order number as well as a reason for cancellation.

## **ALLOCATIONS**

Once an order has been placed by the buyer, the goods are allocated on a first ordered, first allocated basis as long as that buyers account meets the following conditions; For cash accounts - a sufficient payment has been made to the value of the goods allocated including if applicable any shipping costs, and such payment has been authorised or cleared. For credit accounts -the Buyers account is not on Credit Hold and the Buyer has

sufficient credit available to cover the value of the goods allocated including if applicable any shipping costs. If a buyers account fails to meet the above allocation conditions, no goods(s) will be allocated and as such the buyer will lose their place in that goods allocation run. Any stock item(s) allocated to a Buyer must be invoiced within 10 days from date of allocation.

## **MINIMUM ORDER VALUES**

All orders are subject to a minimum order value which is set depending on the required shipping location for that buyers account. Orders may be placed below this value but will not be despatched until either: The minimum order value has either been reached or exceeded; The buyer has selected to override the minimum order value and pay the shipping & handling charges; Orders below minimum order value can only be overridden and the relevant shipping & handling charges accepted via the 'Orders' area on our site. All minimum order values exclude VAT and are as follows:

UK Mainland (Excluding Scottish Highlands) £250

Northern Ireland £250

Scottish Highlands & Islands £300

Channel Islands & British Isles £300

## **DELIVERY**

The seller will attempt to adhere to any agreed delivery date but does not guarantee that any goods will be delivered by the date and shall not be liable for any loss or damage of any kind and howsoever arising by reason of late delivery or non-delivery. Damages and/or Shortages must be notified to the Seller within 48 hours of receipt of goods. Shipments equal to or above the aforementioned minimum order values will be despatched without shipping & handling charges. Shipments below these minimum order values will be subject to the following carriage & handling charges if released for shipping by the buyer:

UK Mainland (Excluding Scottish Highlands) £6

Northern Ireland £12.00

Scottish Highlands & Islands £14.00

Channel Islands & British Isles £14.00

## **RETURNS**

Goods may only be returned if they are faulty or do not match the product description given on our site. The seller will only consider any claims made by the buyer within thirty days of invoice date for video product and seven days from invoice date for non-video product. All products that are Out-Of-Print (i.e Discontinued by the manufacturing supplier/label) are non-returnable - these can be identified on [Moovies.uk](http://Moovies.uk) with a product status of 'While Stocks Last' or 'Discontinued'.

All return requests must be made by the buyer via the RMA request form on our site. No goods may be returned by the Buyer until a RMA request has been authorised and issued. All goods authorised for return must be sent to the Returns Warehouse within 14 days of the RMA date and accompanied with the RMA documentation. An RMA authorisation is not a credit or intention of credit until that RMA has been processed and the fault/error deemed genuine. Successful RMA applications will be processed and a

credit raised on the buyers account within 5 working days of receipt of goods and correct documentation.

The buyer will return their purchase to us in its original condition. Any goods received with, labels, marker pen or any other defacement will be rejected and subject to a 'return to sender fee' Where the seller deems (at its sole discretion) that the goods are not faulty and/or that they did match the product description you will not be entitled to a refund and you will be required to collect the goods from the seller at your cost. If you fail to collect the goods within 7 days of being notified that you are not entitled to a refund, the seller will be entitled to dispose of the goods and the seller shall be entitled to charge you for the cost of such disposal.

## **SELLER'S LIABILITY FOR DEFECTIVE GOODS**

The seller's Liability for materially defective goods shall be limited to giving credit to the buyer for the purchase price thereof provided that the goods are returned promptly for verification and provided that when returning materially defective goods the buyer complies with the above seller's returns procedure.

## **RISK**

Risk in the goods shall pass to the buyer on delivery. The seller shall not be liable for any loss of or damage to the goods occurring after delivery.

## **PAYMENT**

The price for the goods shall be the seller's published dealers price ruling at the date of purchase. The seller's published dealers prices for the goods are exclusive of VAT or any similar tax or duty which may be imposed in respect of the sale of goods. The price for the goods shall be payable in advance with the order unless the buyer has a cash 24 account (as below) with the seller in which event the seller will invoice the buyer for the price of the goods and hold for payment as per the Cash 24 terms below or the buyer has a credit account with the seller in which event the seller will invoice the buyer for the price of the goods despatched in fulfilment or part fulfilment of an order and such an invoice shall be paid within the time stated thereon.

## **ACCOUNT TERMS - CASH**

The seller offers two types of cash account:

### **CASH 24**

This type of account allows the buyer to place orders on our site without having to make payment upon completion of order / checkout. Upon the goods being invoiced the buyer will automatically be e-mailed a copy of the invoice notifying them of the amount to be paid. The buyer has 24 hours from the sent time stamp on the e-mail to make payment for the full invoice value. This is a privilege cash account and we reserve the right to withdraw or amend this service without notice. In the event payment is not received within the specified time that buyers account will revert to a CASH STANDARD as below.

### **CASH STANDARD**

This type of account requires the price for the goods shall be payable in advance with the order.

## **ACCOUNT TERMS - CREDIT**

We are pleased to offer credit terms to qualified parties. Our credit terms are 20th of the Month following date of invoice. Statements are available on our site to check your current invoices paid and due. Accounts with overdue balances will be placed on credit hold. This means that you will no longer be able to place orders and no further goods will be allocated until the account is brought into order.

Failure by the buyer to make payment to the seller by the due date shall entitle the seller: To cancel or suspend all trading arrangements with the buyer and/or To charge interest until payment on any outstanding sums before and after judgement at 4% above Base Rate and/or To recover from the buyer on an indemnity basis as part of the debt any cost incurred in collecting the debt including legal costs.

The seller shall be entitled at any time to vary or withdraw credit terms agreed by the buyer. The seller shall be entitled at any time to withdraw credit terms if a buyers account has been inactive for a period of 90 days. Credit accounts will only be activated upon completion and approval of a Direct Debit Mandate.

Repeated failure to keep to our credit terms will result in the permanent loss of credit facility.

## **RESERVATION OF TITLE**

1.1 The property in any goods supplied by the seller to the buyer shall not pass to the buyer until the date when the buyer has paid the seller all monies owing by it to the seller on any account.

1.2 Until the date referred to in clause 1.1 above the buyer shall be entitled to dispose of any goods by the way of bona-fida sale to third parties at full market value but in the event the buyer will hold all the proceeds of sale of any such goods upon trust for the seller.

1.3 In cases where goods in possession of the buyer may be the subject of a number of invoices the principle of first in first out shall apply so that the goods the subject of earlier invoices shall be deemed to have been sold before the goods the subject of later invoices.

1.4 Until the date referred to in clause 1.1 above the buyer shall hold the goods as bailee for the seller and infiduciary capacity between the buyer and the seller and if the buyer has not paid for the goods by the due date the seller may without notice repossess the goods and hold them until payment and shall be entitled to enter upon any premises where such goods are being held by or to the order of the buyer in order to take such repossession.

## **BUYERS INSOLVENCY**

2.1 This Clause applies if the buyer makes any voluntary arrangements with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a Company) goes into liquidation (otherwise than for the purposes of amalgamation re reconstruction) or

2. 1.2 An incumbrance takes possession or a receiver is appointed of any of the property or assets of the buyer or

2. 1.3 The buyer ceases or threatens to cease carrying on business or

2. 1.4 The seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the buyer and notifies the buyer accordingly.

2.2 If this Clause applies then without prejudice to any other rights or remedies available to the seller the seller shall be entitled to cancel the contract or suspend any further

deliveries under the contract without any liability to the buyer and if the goods have been delivered and not paid for the price shall become immediately due and payable notwithstanding any prior agreement or arrangements to the contrary.

## **BUYERS INDEMNITY OF SELLER**

3.1 The buyer shall indemnify the seller against any loss liability or expenses of any kind suffered by the seller resulting from any third party claims whether contractual or tortious statutory or otherwise against the seller in connection with the goods.

## **SELLERS LOSSES**

4.1 The seller accepts no liability whatsoever for any loss or damage whether consequential or direct suffered by or occasioned to the buyer the employees or any agents of the buyer or any third party which may arise after delivery of the goods to the buyer.

## **COPYRIGHT**

The buyer acknowledges that the materials contained in the goods are protected by the laws of copyright and that they are sold subject to the condition that they be not copied reproduced caused to be performed in public broadcast or transmitted to subscribers to any diffusion service all of which acts are strictly prohibited that they be used for private domestic use only or on sold or hired out for private domestic use only and not dealt with in any other way. The buyer agrees to sell the goods subject to a condition similar to this Clause and agrees to report promptly to the seller any prohibited copying or other use of the goods that comes to the buyer's notice or without limitation any contravention of copyright restrictions applicable to the goods. The seller reserves the right to cease supplies to the buyer and terminate the contract and any other order or contract with the buyer in the event of the buyer being in possession of goods or having any connection with (directly or indirectly) activities which breach the seller's copyright or the copyright of any third party.

## **LAW OF THE CONTRACT**

THE CONTRACT BETWEEN THE SELLER AND THE BUYER SHALL BE GOVERNED BY THE LAWS OF ENGLAND.

## **DATA PROTECTION ACT 1998**

Under the 1998 Act we are obliged to inform you that we will undertake an automatic consumer/company search on every application. We may undertake to recover any debts outstanding from a third party collection agency.