

Terms & Conditions of Business

Any contracts entered into between Granite Occupational Health Ltd, Westpoint House, Prospect Road, Westhill, Aberdeen (herein called 'The Company') and any person, firm or company (herein called 'The Buyer') will be subject to the Terms and Conditions of business as set out below.

Prices

Unless otherwise specified by the company in writing, all prices are exclusive of Value Added Tax which will be charged at the appropriate rate at the time of delivery and as detailed within the Granite Occupational Health Table of Services. All prices quoted are, unless stated in writing, subject to variation without prior notice. In all other instances prices ruling at the date of delivery of service apply. Each quotation is for the stipulated items and quantities only and will not apply to any different item, quantity or any other order or enquiry. Queries relating to prices must be raised within 7 working days of receipt of invoice.

Credit Accounts

The purchase of goods or service will be deemed to be acceptance of these terms and conditions of business, and in particular acceptance of the terms of payment. Customers to who credit facilities have been granted must settle account statements within 30 days from the date upon which the goods or services were invoiced (the due date). In the event of any amount remaining unpaid after the due date payment for all goods and services provided at any time by the company (including goods or services provided after those to which the unpaid amount relates) shall forthwith become due. The buyer will indemnify the company in respect of all costs and expenses incurred in recovery sums due. In the event of invoices remaining unpaid after the due date the buyer shall pay simple interest to the company at a rate of 10% per month on the outstanding balance from the due date until payment is made in full.

The company reserves the right not to deliver any outstanding goods, services or reports if the buyer's account is overdue or credit unsatisfactory.

Terms & Conditions of Business

Reservation of Title

The company at all times reserves the legal and beneficial ownership in goods and services, including written reports or other statements or intellectual property, sold by it until payment has been made by the buyer in full of all sums owing to the company. The buyer shall hold any goods as bailee for the company but shall have the liberty to transfer the ownership of any goods in the normal course of trading. Proceeds of any such sale shall be held by the buyer for the account of the company, to be applied first in payment of all sums due from the buyer to the company. The buyer irrevocably appoints the company as its attorney for the purpose of perfecting the company's title to any such proceeds of sale. The buyer is expressly prohibited from creating any charge, mortgage or lien or like encumbrance adverse to the company title. In the event of non-payment by the buyer in accordance with the terms agreed by the company the buyer hereby authorises the company to enter upon the buyer's premises to remove any goods, written reports or other statements supplied by the company.

Supply

The company can accept no responsibility for loss, consequential or otherwise, resulting from failure to supply goods, material, equipment, reports or other statements. Queries relating to delivery of goods or services must be raised with 3 working days of receipt of such goods or services.

Descriptive Matter and Illustrations

All illustrations, proposals, catalogues and descriptive matter are of a generally informative nature only, and do not form part of the specification or description of any goods or services except to the extent expressly incorporated in them in writing. The company reserves the right to alter specifications and materials as long as they are of equal quality.

Terms & Conditions of Business

Delivery

We shall not in any circumstances be considered liable for any goods considered damaged in transit defective or otherwise unless such damage is reported to us, and the carrier (if any concerned) within 48 hours of receipt of goods by the buyer. Any defective goods should be held for inspection. In the event of non-delivery of the goods in whole or in part without prejudice to the above-mentioned conditions of carriage the company shall not be liable unless notice in writing of such non-delivery is received by the company within 48 hours of the date of dispatch. Dates of delivery are estimated, and no liability can be accepted for any loss consequential or otherwise from the delay. If the buyer is unable to accept delivery on the date agreed at the time of the order a charge will be made by the company for handling and storage until such time as delivery is made. Also, the extra carriage required to effect delivery will be charged to the customer. If we are required to effect delivery outside normal working hours, or in part loads other than those required to complete the order, the buyer will be liable for any costs incurred by the company.

Returns

Any goods supplied in accordance with an order cannot be returned without the company's written consent and must be accompanied by an authorization form. Application for consent can only be considered within 7 days from the date of invoice and must be in writing stating date and number of the invoice on which the goods were supplied along with an explanation for return. On any return goods will be credited by the company at invoice price less a handling charge which shall amount to a minimum of £5 or 15% of the invoice value if greater. Special order items will not be considered for return.

Terms & Conditions of Business

Cancellations/Did Not Attend Appointment

Cancellation of any order for services will be subject to a cancellation charge dependent on the date of cancellation in relation to the date the service was due to be delivered. Specific cancellation charges are available from the company upon request. A standard fee of £50.00 or the entire cost of an appointment, whichever is greater, is levied where an appointment booking is cancelled for whatever reason less than 24 business hours prior to the appointment time or where the client does not attend the appointment for whatever reason. Late cancellation fee in respect of supply of personnel where notification of cancellation for whatever reason less than 24 business hours prior to the agreed time will amount to the full personnel fee quoted.

Liability

The company shall in no circumstance be liable for consequential losses of any kind arising directly or indirectly from or in consequence of, sale of goods or provision of services by the company, the use of any of the company's goods, except in so far as the law expressly forbids the exclusion of liability for a specific condition, guarantee or warranty.

Contract Conditions

Any variations or conditions intended to be introduced by the buyer form no part of the contract of sale between the company and the buyer unless such variation or condition has been agreed in writing by the company.

None of the company's employees or agent has the authority to bind the company by an oral agreement at variance to the conditions of business.

Terms & Conditions of Business

Force Majeure

If the company are unable to perform our obligations to the buyer (or able to perform them only at unreasonable costs) because of circumstances beyond our control, we may cancel or suspend any of our obligations to you, without liability.

Law

These terms and conditions will be constructed in accordance with the laws of Scotland.