

TERMS AND CONDITIONS OF SALE

OF

Association of Industrial Truck Trainers (AITT)

[1 Definitions](#)

[2 Conditions](#)

[3 Ordering](#)

[4 Price & Payment](#)

[5 Rights of Supplier](#)

[6 Age of Consent](#)

[7 Delivery](#)

[8 Cancellation & Return](#)

[9 Limitation of Liability](#)

[10 Waiver](#)

[11 Force Majeure](#)

[12 Changes to Terms & Conditions](#)

[13 Governing Law & Jurisdiction](#)

1 DEFINITIONS

1.1 "Buyer" means the individual or organisation that buys or agrees to buy the Goods and/or Services from the Supplier;

1.2 "Consumer" shall have the meaning ascribed in section 12 of the Unfair Contract Terms Act 1977;

1.3 "Contract" means the contract between the Supplier and the Buyer for the sale and purchase of Goods and/or Services incorporating these Terms and Conditions;

1.4 "Goods" means the articles that the Buyer agrees to buy from the Supplier;

1.5 "Services" means the services that the Buyer agrees to buy from the Supplier;

1.6 "Supplier" means Association of Industrial Truck Trainers of The Springboard Centre, Mantle Lane, Coalville, Leicestershire, LE67 3DW.

1.7 "Terms and Conditions" means the terms and conditions of sale set out in this agreement and any special terms and conditions agreed in writing by the Supplier;

1.8 "Website" means Association of Industrial Truck Trainers (AITT).

[back to index](#)

2 CONDITIONS

2.1 Nothing in these Terms and Conditions shall affect the Buyer's statutory rights as a Consumer.

2.2 These Terms and Conditions shall apply to all contracts for the sale of Goods and/or Services by the Supplier to the Buyer and shall prevail over any other documentation or communication from the Buyer.

2.3 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Terms and Conditions.

2.4 Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Supplier.

2.5 Any special conditions applying to the provision of the Services are set out in the Schedule to this agreement.

2.6 Any complaints should be addressed to the Supplier's address stated in clause 1.6.

[back to index](#)

3 ORDERING

3.1 All orders for Goods and/or Services shall be deemed to be an offer by the Buyer to purchase Goods and/or Services pursuant to these Terms and Conditions and are subject to acceptance by the Supplier. The Supplier may choose not to accept an order for any reason.

3.2 Where the Goods ordered by the Buyer are not available from stock the Buyer shall be notified and given the option to either wait until the Goods are available from stock or cancel the order and receive a full refund within 28 days.

[back to index](#)

4 PRICE AND PAYMENT

4.1 The price of the Goods and/or Services shall be that stipulated on the Website. At the time of writing (July 2010), all goods sold on this site (i.e. publications) are zero-rated for VAT and thus prices do not include VAT. The price is per copy, and does not include delivery charges within the UK.

4.2 The total purchase price, including VAT and delivery charges, if any, will be displayed in the Buyer's shopping cart prior to confirming the order. VAT is currently zero for all publications, but if it ever becomes chargeable, the VAT rate applied will be the rate in force when an order is placed.

4.3 After the order is received the Supplier shall confirm by email the details, description and price for the Goods and/or Services together with information on the right to cancel if the Buyer is a Consumer.

4.4 Payment of the price plus VAT and delivery charges, if applicable, must be made immediately via online purchase. A remittance with order is obligatory.

4.5 Where applicable, if any payment is not paid on time or any payment is rejected or refused, the amount owing will be treated as overdue and the Supplier will be entitled immediately to cease or suspend the provision of any Service or further deliveries of Goods until payment has been received.

4.6 Goods will not be dispatched until payments are cleared.

4.7 A minimum charge per order of £2.50 is necessary to cover processing, postage and packing.

[back to index](#)

5 RIGHTS OF SUPPLIER

5.1 The Supplier reserves the right to periodically update prices on the Website, which cannot be guaranteed for any period of time. The Supplier shall make every effort to ensure prices are correct at the point at which the Buyer places an order.

5.2 The Supplier reserves the right to withdraw any Goods and/or Services from the Website at any time.

5.3 The Supplier shall not be liable to anyone for withdrawing any Goods and/or Services from the Website or for refusing to process an order.

5.4 The Supplier makes every effort to ensure that all prices and descriptions quoted in its Publications catalogue and on its website are correct and accurate, but in the case of a mistake, error or omission occurring, AITT will be entitled to rescind the contract, notwithstanding that it has already accepted the Customer's order and/or received payment from the Customer.

5.5 In the case of a mistake, error or omission occurring as per clause 5.4, AITT's liability in that event will be limited to the return of any money the Customer has paid in respect of the order. In the case of an error in relation to price, the Customer will be entitled to purchase the goods by paying the difference between the quoted price and the correct price, as confirmed in writing by AITT after the error has been discovered.

[back to index](#)

6 AGE OF CONSENT

6.1 Where Goods and/or Services may only be purchased by persons of a certain age the Buyer will be asked when placing an order to declare that they are of the appropriate legal age to purchase the Goods and/or Services.

6.2 If the Supplier discovers that the Buyer is not legally entitled to order certain Goods and/or Services, the Supplier shall be entitled to cancel the order immediately, without notice.

[back to index](#)

7 DELIVERY

7.1 Goods supplied will normally be delivered within timescales of the postal system.

7.2 Delivery of the Goods shall be made to the Buyer's address specified in the order and the Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

7.3 Risk in the Goods shall pass to the Buyer upon delivery of the Goods, or where the Buyer fails to take delivery at the agreed time, at the time delivery was attempted.

7.4 Title in the Goods shall not pass to the Buyer until payment of the price has been made in full.

[back to index](#)

8 CANCELLATION AND RETURN

8.1 The Buyer shall inspect the Goods immediately upon receipt and shall notify the Supplier email (info@aitt.co.uk) or telephone (01530 277857) within 7 working days of delivery if the Goods are damaged or do not comply with any of the Contract. If the Buyer fails to do so the Buyer shall be deemed to have accepted the Goods.

8.2 Where a claim of defect or damage is made, the Goods shall be returned by the Buyer to the Supplier within 28 days of delivery. The Buyer shall be entitled to a replacement or a full refund (including delivery costs) plus any return postal charges if the Goods are in fact defective.

8.3 If you are a consumer you have the right, in addition to your other rights, to cancel the Contract for Goods and receive a refund by informing the Supplier email (info@aitt.co.uk) or telephone (01530 277857) within 7 working days of receipt of the Goods. The right to cancel does not apply to contracts for the supply of software, audio or visual recordings if these have been unsealed by the Consumer.

8.4 Goods must be returned by the Buyer at the Buyer's expense within 28 days of cancellation in the original packaging and should be adequately insured during the return journey. The Buyer will receive a refund of all monies paid for the Goods (including delivery charges, if any) except for return postal charges. If the Buyer fails to return the Goods following cancellation, the Supplier shall be entitled to deduct the cost of recovering the Goods from the Buyer.

8.5 Goods to be returned must clearly show the invoice number obtained from the Supplier on the package.

8.6 Where returned Goods are found to be damaged due to the Buyer's fault the Buyer will be liable for the cost of remedying such damage.

[back to index](#)

9 LIMITATION OF LIABILITY

9.1 Except as may be implied by law where the Buyer is dealing as a Consumer, in the event of any breach of these Terms and Conditions by the Supplier the remedies of the Buyer shall be limited to damages which shall in no circumstances exceed the price of the Goods and/or Services and the Supplier shall under no circumstances be liable for any indirect, incidental or consequential loss or damage whatever.

[back to index](#)

10 WAIVER

10.1 No waiver by the Supplier (whether express or implied) in enforcing any of its rights under this contract shall prejudice its rights to do so in the future.

[back to index](#)

11 FORCE MAJEURE

11.1 The Supplier shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to, acts of God, strikes, lock outs, accidents, war, fire, failure of any communications, telecommunications or computer system, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the Supplier shall be entitled to a reasonable extension of its obligations.

[back to index](#)

12 CHANGES TO TERMS AND CONDITIONS

12.1 The Supplier shall be entitled to alter these Terms and Conditions at any time but this right shall not affect the existing Terms and Conditions accepted by the Buyer upon making a purchase.

[back to index](#)

13 GOVERNING LAW AND JURISDICTION

13.1 These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

[back to index](#)