

## Vestis Corporate Clothing Ltd – Terms & Conditions of Business

Please read these terms and conditions. By placing an order, you are deemed to have accepted and agreed to them in full.

### 1. General

- 1.1 We are a business-to-business supplier and therefore these terms are addressed to UK business customers only.
- 1.2 These terms and conditions apply to all orders received and processed by us and, with our invoice, represent the legal contract between you and us in relation to the goods and services mentioned on our invoice. No other terms and conditions shall apply unless previously otherwise agreed in writing by a director of Vestis Corporate Clothing Ltd.
- 1.3 These terms and conditions may be varied by us from time to time so you should check them regularly to ensure familiarity with the current version. By placing an order following the posting of any such changes, you are accepting those changes.
- 1.4 We regularly review our range according to demand, trends and ongoing availability, and we therefore reserve the right, without prior notice, to update or amend the specifications of individual items, and to update, amend or remove any of the items that we offer.
- 1.5 We do our best to limit variations in colour but owing to technical constraints there may be significant differences in colour between products and the images of them on our website or in any digital or printed marketing material. There may also be noticeable variations in colour between different batches of the same product, or between different garments in the same fabric. This may also happen over time as some garments are worn and cleaned more often than others.

### 2. Ordering

- 2.1 We accept orders placed by email, either listing your requirements within the text or with your own purchase order attached, or we can provide an order form for you to complete and email to us.
- 2.2 We will send an email confirmation of your order within 2 working days of receipt. Please check that the order details in this email are correct. If there are any mistakes, please contact us immediately. If you do not receive a confirmation, please let us know.

### 3. Delivery & Carriage

- 3.1 Delivery of goods is made at your company premises unless otherwise specifically instructed, and to UK mainland addresses only.
- 3.2 Delivery is charged at £8.95 plus VAT, and free on orders for goods over £175 excluding VAT (UK mainland addresses only). We reserve the right to change the delivery charge, and the minimum order value for free delivery, without prior notice, and to use any carrier available to us that offers a signed-for service.
- 3.3 In the event of an order being delivered in more than one consignment, we will only apply one delivery charge, except where some items ordered are customised, personalised or made to order and therefore must be sent separately.
- 3.4 Where some items on your order are not in stock, we may ask if you are happy to wait for the order to be sent complete so that we can reduce the number of deliveries required and thereby reduce our combined carbon footprint. We will also reuse boxes and other packaging to further reduce our impact on the environment.
- 3.5 All products are subject to availability, and some may be despatched direct from our suppliers, so we may deliver goods in reasonable instalments, in which case you shall accept and pay for the goods in corresponding instalments, with each instalment treated as a separate contract.
- 3.6 We aim to despatch within 7 working days of receipt of your order, where stock is available, but this is only an estimate and time is not of the essence.
- 3.7 If any items are required urgently or for a specific date, please let us know and where possible, we will endeavour to deliver in time using a faster delivery service for which there would be an additional charge, subject to stock being available and there being enough notice to reasonably arrange faster delivery.

### 4. Inspection of Goods

- 4.1 You must inspect the goods on delivery and notify us in writing of any claim for defective or incorrect goods being supplied or damage to goods in transit within 3 working days of receipt of the goods.
- 4.2 If you do not provide full written details of your claim within this time, the goods shall be conclusively presumed to be in all respects in accordance with your order and free from any defect which would be apparent on reasonable examination of the goods and you shall be deemed to have accepted the goods accordingly.
- 4.3 If we agree that goods have been supplied incorrectly or are defective, the cost of returning the goods to us will be credited to you. Otherwise, our liability is limited at our option to replacement of the goods or refund of the price and does not extend to any indirect or consequential loss.
- 4.4 If we dispute your rejection of any goods, both parties hereby agree to negotiate in good faith to resolve the problem and failing agreement within 30 days of the date we inspected the goods, we will jointly appoint (at our shared cost) a single suitably experienced arbitrator whose decision regarding the rejection will be final and binding on both parties (the losing party shall reimburse the other party for the costs of arbitration).

### 5. Returns Policy

- 5.1 All goods being returned for credit or exchange must be returned within 14 days of receipt of the goods. Returns after this period will not be accepted unless by prior arrangement.
- 5.2 They must be accompanied by a completed Returns Form that you can request by email to [info@vestis.co.uk](mailto:info@vestis.co.uk). Any goods not listed on the Returns Form, or returned without a completed Returns Form, cannot be accepted for return or exchange.
- 5.3 All items must be returned in the same condition they were received. They must be unworn, unmarked, in their original packaging, with any covers, bags, hangers, tags or labels still attached. Extra care should be taken not to soil garments, especially shirts and blouses, with make-up, pen marks, dirt, oil, hairspray, fragrances, deodorants, etc, as any of these will render the garments unfit for resale and therefore non-refundable.
- 5.4 Goods cannot be refunded or exchanged if they are not returned in their original condition, or they have been made to order, altered (such as trousers that have been shortened to non-standard leg lengths), tabbed, embroidered or personalised in any way, unless the goods are defective or we have not provided the correct goods ordered. No goods can be refunded if any repair or alteration to the goods has been made after delivery, even if they are defective or have been supplied incorrectly.
- 5.5 We reserve the right to charge a discretionary handling fee or refuse a refund for goods returned without good reason or not in 100% re-saleable condition, to reflect the additional administration and processing costs incurred.
- 5.6 All goods must be packed securely to prevent damage in transit. Any items returned in packaging that is not suitable or damaged in transit will not be credited, and any rectification costs incurred to ensure the stock is fit for resale, will be charged to your account.
- 5.7 The cost of returning goods is the responsibility of the customer. However, if we agree that the goods have been supplied incorrectly or are defective, the cost of returning the goods to us will be credited to you. Otherwise, our liability is limited to replacement of the goods or refund of the price and does not extend to any indirect or consequential loss.
- 5.8 Where defective goods are returned to us for replacement, we reserve the right to credit their price instead of replacing them, according to stock availability.
- 5.9 You are responsible for the returned goods until they are received by us. They must be packed securely to prevent damage in transit, and we recommend that you use a signed delivery service to ensure the goods are not lost or damaged in transit, or if they are, you can make a claim against the delivery agent. We cannot exchange or refund items that have been damaged or lost in transit back to us.
- 5.10 If you require an exchange, a new carriage charge will apply, unless the goods returned for exchange are defective or were incorrectly supplied. Exchange items cannot be despatched until the returned items have been received by us.
- 5.11 Original carriage charges will not be refunded for goods returned for exchange or refund. However, in the unlikely event of a whole order being defective or incorrectly supplied, we will credit the original carriage charge as well as the cost of returning the goods.

### 6. Price

- 6.1 All prices in our brochures, price lists and on our website are quoted in UK pounds, exclusive of carriage and VAT, and are subject to change without notice. The price of the goods will be the price ruling on the date the order is placed. Any applicable carriage charge and VAT is payable by you in addition to the price of the goods.
- 6.2 Whilst every effort is made to keep the prices and products on the website up to date, some late changes could arise. If a price changes or a product becomes unavailable, you will be notified and offered an alternative.
- 6.3 Any price reductions offered by us to you are given on the condition that you arrange the prompt payment for the goods in accordance with condition 7.
- 6.4 You shall pay our reasonable extra charges in respect of (a) any special arrangements made at your request in order to expedite delivery and (b) any costs, expenses or liabilities incurred by us where you have given inadequate or inaccurate instructions.

## **7. Payment**

- 7.1 We shall invoice you for the goods together with any applicable carriage charges and VAT, when they or any instalment of them is despatched to you or to your order.
- 7.2 Payment in full for the price of the goods and all other charges stated on the invoice is due on delivery of our invoice (the Due Date) unless otherwise specifically agreed in advance and stated on the invoice. Payment must be made without any deduction or set-off. No payment shall be deemed to have been received until we have received cleared funds. Time for payment shall be of the essence.
- 7.3 Should you pay us by cheque and your bank does not honour such payment, we will charge you an administration fee of £50, which shall be added to your outstanding debt with us.
- 7.4 Regardless of any agreed credit terms, all payments for goods supplied, whether or not invoiced, become immediately due if any of the events set out in conditions 9.3 (a) to (c) occurs.
- 7.5 If you do not pay our invoice in full within 7 days of the Due Date, we may exercise our statutory right to claim interest under the Late Payment legislation, currently 8% plus the Bank of England base rate applicable on the Due Date, accruing on a daily basis from the Due Date until payment is made, and compensation for debt recovery costs.
- 7.6 We may suspend the supply and delivery of goods until any overdue amounts are paid in full and may terminate the contract.
- 7.7 Your failure to pay us in full for the goods within 7 days of the Due Date will automatically invalidate any price reductions we offered you in relation to those goods. The contract price will be automatically varied and you shall be liable for the full price of the goods as shown on the website and price list current at the time of ordering, together with any interest we may charge pursuant to condition 7.5.

## **8. Risk** The risk in the goods passes to you when the goods are delivered to you, or to your order, and as such you will be responsible for insuring the goods.

## **9. Ownership**

- 9.1 We retain absolute legal ownership of the goods until we have received payment in full (in cleared funds) for the goods.
- 9.2 Until ownership of the goods has passed to you, you agree (a) to store the goods at your premises separately from your own goods and those of any other person or company, in such a way that they are clearly identifiable as our goods and can be easily removed if required; (b) to maintain the goods unused and in their original condition, and keep them insured on our behalf for the full price against all risks to our reasonable satisfaction; (c) that we may inspect the goods and may at any time require you to deliver up all the goods to us, and if you fail to do so, we shall have the right to enter the premises where they are stored or reasonably thought to be stored and retake possession of those goods.
- 9.3 If under any circumstances you (a) do not pay any invoice of ours within 7 days of the Due Date or (b) pass or call a meeting to pass a resolution for winding up, or a petition for winding up, administration or bankruptcy is presented against you, or (c) become subject to a winding up, administration or bankruptcy order, or to any distress or execution or receivership over any of your assets, then you must cease at once to use any of our goods not then paid for, and must on demand return to us any of them remaining in your possession. On making such a demand we are entitled without incurring any liability to you, to either require you to deliver up the goods or to enter your premises or the premises of any third party where the goods are stored and remove and re-sell such of our goods as are found to be there.
- 9.4 Nothing in conditions 9.1 or 9.2 gives you the right to return the goods without our consent, except in accordance with our returns policy in condition 5.

## **10. Samples**

Samples will be invoiced to you on despatch, and credited in full provided they are returned to us at your cost in their original condition, unworn, unmarked and with all original packaging, bags, covers, hangers, seals, tags and labels still attached, within 21 days of delivery. Otherwise the price, including any applicable carriage charge and VAT, becomes payable immediately. Extra care should be taken when trying on garments, especially shirts and blouses, not to soil them with make-up, pen marks, dirt, oil, hairspray, fragrances, deodorants, etc, as any of these will render the garments unfit for resale and therefore non-refundable.

## **11. Indemnity**

If you provide any artwork, specification, drawing or design to us in respect of the goods, you shall indemnify us against all losses, costs and expenses incurred by us in respect of any claim made to us from a third party, that our use of the specification, drawing, artwork or design in relation to the goods, infringes that third party's intellectual property rights.

## **12. Obligations of Customer**

If we are delayed or unable to fulfil any of our obligations under these terms and conditions due to any act or omission of the customer (Customer Failure), then we may rely on such Customer Failure to relieve us from our obligations under these terms and conditions.

## **13. Force Majeure**

We are not liable for any delay or failure to fulfil any order due to events beyond our control. While every effort will be made to meet customers' demands, cancellations or variations may be necessary as a result of act of God, war, strike, lockout, labour dispute, fire, flood, drought or other causes beyond our control. Where we are unable to perform due to any circumstances beyond our control, we may suspend performance while those circumstances subsist, and subject to condition 14.1 any agreed date or period for delivery shall be regarded as extended accordingly.

## **14. Suspension & Cancellation**

- 14.1 If any period of suspension of deliveries under condition 13 lasts for more than 3 months, either of us may cancel the contract by written notice and without penalty, but you will still have to pay us for any goods already delivered.
- 14.2 If any payment due to us from you under these or any other agreed terms and conditions is in arrears, we may suspend further deliveries under any of those terms and conditions, and if payment is not made within 7 days after we have served a demand in writing on you, referring to this term, we may cancel any of those contracts and re-sell the goods concerned without incurring any liability to you. Your failure to comply with a demand for payment under this term is to be regarded as a repudiation of the contract, and we shall be entitled to damages accordingly.

## **15. Limitations on Liability**

- 15.1 We will credit the price of defective goods or replace them (at our option), but subject to condition 15.4, we shall not be liable to you for any other loss or damage, direct or indirect, consequential or otherwise whether or not we have been negligent.
- 15.2 We will not refund faulty goods or replace them if the defects are due to fair wear and tear, or from wilful damage, negligence, abnormal working conditions, misuse, failure to follow care instructions or good practice in the use of the goods, or if any repair or alteration to the goods has been made after delivery.
- 15.3 We will not be liable if the total price for the goods has not been paid by the due date.
- 15.4 Nothing in these terms and conditions shall exclude or limit either party's liability for any death or personal injury caused by negligence or for any other liability which cannot be excluded or limited by law.

## **16. Set Off**

You shall make all payments due under each contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless you have a valid court order requiring an amount equal to such deduction to be paid by us to you.

## **17. English Law**

These terms and conditions are governed by and to be construed and interpreted exclusively in accordance with English Law, and both parties submit to the exclusive jurisdiction of the English Courts.

## **18. General**

- 18.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to these terms and conditions and no third party shall have the right to enforce or rely on any provision of these terms and conditions.
- 18.2 Failure of either party to enforce or exercise, at any time or for any period, any term of these conditions, shall not constitute nor be construed as, a waiver of such term and shall not affect the right later to enforce that, or any other term contained herein.
- 18.3 If any provision (or part of any provision) contained in these conditions is declared or becomes unenforceable, invalid or illegal for any reason whatsoever, the validity and enforceability of the other provisions of these terms and conditions will not be affected.