

HelpQuick Ltd

Standard Terms and Conditions

1. Definitions
 1. "HelpQuick" means HelpQuick Limited, registered in England number 5334746, and whose registered address is 18 Camden Square, North Shields, NE30 1NR
 2. "communication", "communicated" means any written method of contact including (but not limited to) letter, fax, or email.
 3. "the customer" means the person, firm or company named on any estimate, quotation, confirmation of order, invoice, or other official communication sent by HelpQuick.
 4. "estimate" means any communication from HelpQuick to provide the customer with a quotation or estimate for the provision of goods and / or services by HelpQuick.
 5. "the invoice" means an invoice for goods and / or services purchased by the customer from HelpQuick
 6. "goods" means all hardware and / or software provided to the customer by HelpQuick.
2. Terms and Conditions
 1. By placing an order with HelpQuick, the customer agrees to these terms and conditions.
 2. These terms and conditions will form a contract between the customer and HelpQuick.
 3. Any terms or conditions provided by the customer on any purchase order, confirmation of order, specifications, or other document will have no effect, and will form no part of the contract.
3. Quotations and Estimates
 1. Any quotation or estimate provided by HelpQuick to the customer will be an estimate only, and will not be an offer to sell or form any contract.
 2. No contract will be formed until an order is placed by the customer and has been accepted by a communication from HelpQuick.
4. Credit terms
 1. Unless HelpQuick have agreed credit terms with the customer in a communication, then any invoice to the customer will become payable immediately.
 2. The customer may make an application to HelpQuick for the provision of credit terms.
 3. Upon receipt of an application for credit from the customer, HelpQuick may seek credit references before agreeing to offer credit terms to the customer.
 4. Credit terms are offered at the sole discretion of HelpQuick, and may be revoked at any time.
 5. In the event of credit terms being revoked for the customer, then all outstanding invoices for the customer will immediately become due for payment, and section 4.6 will not apply.
 6. Where credit terms have not been agreed, then the maximum time allowed for payment will be 7 days from the date of invoice.
 7. Invoices will be deemed as overdue once any agreed credit term, or the allowance in section 4.6 has expired.
5. Payment Terms
 1. Overdue invoices may (at the sole discretion of HelpQuick) incur an administration fee of £40.
 2. Interest may (at the sole discretion of HelpQuick) be charged on overdue invoices at a rate of 8% per annum above the Bank of England base rate in force at the time when the invoice became overdue.
 3. If the customer has overdue invoices, then any orders placed by the customer will be held until said overdue invoices are paid in full.
6. Payment methods
 1. Payment can be made by CHAPS / BACS, Cheque, Credit / Debit card or Cash.
 2. Cheques must be made payable to "HelpQuick Ltd"
 3. Where payment is made by Credit card, then a credit card administration charge of 3% will be added to the payment amount.
 4. CHAPS / BACS payments should be made to the following account: Lloyds TSB, Bedford Street, North Shields. Sort Code: 30-96-15, Account no. 02391015
7. Risk
 1. Risk will pass to the customer for all goods supplied by HelpQuick to the customer upon delivery to or collection by the customer of said goods.
 2. The customer will ensure that all goods supplied by HelpQuick to the customer are kept in good condition and fully insured until title for said goods has passed to the customer as per section 8.
8. Title of goods
 1. Title of any goods supplied by HelpQuick to the customer will remain with HelpQuick until the invoice for said goods has been paid in full.
 2. Until such time that the title passes to the the customer, the customer will allow an authorised representative of HelpQuick to inspect or collect the goods at any time.
9. Liability
 1. HelpQuick will not be liable for any damages, or losses, except for personal injury or death as a result of HelpQuick's negligence.
 2. Liability is only accepted for any situation which is required by English law.
10. Enforceability
 1. The contract will be governed by the laws of England and the parties agree to submit to the non-exclusive jurisdiction of the English courts
 2. If any item(s) of the contract are found to be unlawful and / or unenforceable, then the item(s) in question will be severed from the contract, such that the remaining terms will continue to apply with full effect.
 3. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the contract.