

Terms & Conditions

Intelligent Vending Ltd

This page (together with the documents referred to on it) sets out the terms and conditions on which we supply to you any of the products (**Products**) listed on our website www.intelligentvending.co.uk (**Our Site**) or referred to you during your enquiries (including any customised or bespoke products or products specifically sourced for your needs). Please read these terms and conditions carefully before ordering any Products from our site or before contacting us to make an order. You should understand that by ordering any of our Products, whether online or by any other means, you agree to be bound by these terms and conditions.

Our terms and conditions should be read in conjunction with our [Privacy Policy](#) (if the link goes to a page that is blank, or a new tab doesn't open in your browser, please check your 'downloads' folder) which sets out how we collect and use personal information from customers.

For the avoidance of doubt, the rights under Clause 6 only apply to contracts with consumers (i.e. members of the public) and do not apply when we supply Products to businesses or any other organisation. Nothing within these terms and conditions is intended to interfere with or affects any statutory consumer rights.

You should print a copy of these terms and conditions for future reference.

Please understand that if you refuse to accept these terms and conditions, you will not be able to order any Products from our site. By placing any order with Intelligent Vending Ltd (**the Company**) you confirm that you agree to these terms and conditions in their entirety.

1. Information about us

1.1 We operate the website www.intelligentvending.co.uk. We are Intelligent Vending Ltd, a company registered in England and Wales under company number 5406605 and with our

registered office at 11 Church Street, Bonsall, Matlock, Derbyshire, DE4 2AE. Our UK VAT registration number is 859 6023 96.

2. Service availability

- 2.1 Our site is intended for use by businesses, organisations or people resident in any country throughout the world. We will endeavour to fulfil every order that is placed but reserve the right to refuse any order if it is not possible to fulfil due to geographical or international related issues, or if it is judged detrimental to the trading interests of the Company.

3. Your status

- 3.1 By placing an order through our site, you warrant that:
- a) you are legally capable of entering into binding contracts on behalf of your business/organisation/employer or yourself; and
 - b) you are at least 18 years old.

4. How the contract is formed between you and us when ordering via our site

- 4.1 After placing an online order via our site, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy a Product. All orders are subject to acceptance by us, and the Company retains the right to accept or reject this offer before processing the order.
- 4.2 The contract between you and us (**Contract**) will relate only to those Products for which payment has been approved by us, the prices have been verified, and the order has been processed and dispatched.
- 4.3 Whilst we try to ensure that all product descriptions and pricings are accurate, sometimes errors do occur. If any error is discovered we will inform you as soon as possible, and give you the

option to cancel your order. If you cancel your order in such circumstances, and you have already paid for the goods, we will provide a full refund.

- 4.4 The pricing information and product details on our website are constantly being updated, and occasionally errors and inaccuracies may occur. We reserve the right to correct any errors, omissions or inaccuracies at any time without prior notice, and also to refuse without limitation to fulfil any orders that have been placed based on information relating to pricing, shipping, payment arrangements, or refunds, which contain errors or are inaccurate.
- 4.5 Any offline orders we receive e.g. by telephone, email etc. are subject to the same principles as set out above, but subsequent communication with the customer will vary according to the circumstances.

5. Our status

- 5.1 Please note that in some cases, we accept orders as agents on behalf of third party sellers. In such cases, the resulting legal contract is between you and that third party seller, and is subject to the terms and conditions of that third party seller, which they will advise you of themselves. You should carefully review their terms and conditions applying to the transaction.
- 5.2 Occasionally, third party suppliers take independent decisions that involve changes to the product or service they offer, or decide to no longer supply that product or service, e.g. a decision to no longer provide maintenance cover. Where, prior to accepting your order, we know that such a change will be made within the six months following the date your order is placed, we will inform you of this so you can decide whether to proceed with your order or not. Where a third party supplier has not previously informed us of these planned changes or subsequently decides to no longer offer a product or service, the Company bears no responsibility and accepts no liability for any consequences related to such decisions. Similarly, the Company bears no responsibility and accepts no liability for any consequences related to a supplier ceasing to trade for any reason. Notwithstanding the above, we will use reasonable endeavours to ensure that any outstanding contractual obligations to customers, e.g. service cover, are upheld.

6. Consumer rights

6.1 Consumer rights apply only to personal customers, and not to business, organisation or trade customers.

6.2 **Cooling-off rights for consumers:**

- a) If you are contracting as a consumer, you may cancel a Contract at any time within 14 working days, beginning on the day that you placed your order. A full refund will be paid for the Products in accordance with our consumer refunds policy (set out in clause 6.3 below).
- b) To cancel a Contract, you must inform us in writing. You must also return to us as soon as possible, and in any case no later than 14 days after receipt, any Products that have been delivered. Returned Products must be in the same condition in which you received them, without opening the Product, and at your own cost and risk. You have a legal obligation to take reasonable care of the Products while they are in your possession. If you fail to comply with this obligation, we may have a right to refuse a refund and/or take action against you for compensation.

6.3 **Refunds policy for consumers:**

- a) The refund policy set out in this Clause 6.3 applies to contracts with consumers and does not apply when Products are supplied to businesses or other organisations.
- b) If you return a Product to us:
 - i. because you have cancelled the Contract between us within the 14 day cooling-off period (see clause 6.2 above), we will process the refund due to you as soon as possible and, in any case, within 30 days of the day you gave notice of cancellation. In this case, we will refund the price of the Product in full, and any applicable delivery charges. However, you will be responsible for the cost of returning the item to us.
 - ii. for any other reason permitted under these terms and conditions (for instance, because you have notified us in accordance with clause 21 that you do not agree to a change in these terms and conditions or in any of our policies, or because you consider that the Product is defective), we will examine the

returned Product and will notify you via email and within a reasonable period of time whether or not your request for a refund has been accepted. We will usually process any refund due to you as soon as possible and, in any case, within 30 days of the day we confirmed to you via e-mail that you were entitled to a refund. We will refund the price of a defective Product in full, plus any applicable delivery charges and any reasonable costs you incur in returning the item to us.

- c) We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

7. Availability and delivery

- 7.1 Your order will be fulfilled as quickly as possible and subject to availability of goods.
- 7.2 Any time or date for delivery named by us is an estimate only and we shall not be liable for the consequences of any delay.
- 7.3 In respect of international orders, we will contact you following your order to confirm delivery options and Incoterms (International Commercial Terms).

8. Risk and title

- 8.1 The Products will be at your risk from the time of delivery (or dispatch in respect of certain Incoterms for international clients) or upon collection from us by you or your agents or employees.
- 8.2 Ownership of the Products will only pass to you when we receive full payment of all sums due in respect of the Products, including delivery charges.
- 8.3 In the case of Contracts with businesses or any other organisation, we shall be entitled at all times to enter your premises without being liable to trespass to examine or recover any Products not yet paid for within the time specified for payment and you shall afford access to your premises for such purpose upon demand.
- 8.4 Where goods are sold “Free on Board” (FOB) the responsibility of Intelligent Vending Ltd shall cease immediately once the goods are placed on board ship and we shall be under no obligation to give you the notice specified in section 32 (3) of the Sale of Goods Act 1979.

9. Refunds and Returns

- 9.1 Personal consumers have additional rights which are set out in clause 6 above. For business, trade and organisation customers, the following conditions within this clause apply
- 9.2 Any goods that are damaged or appear to have been damaged in transit should be pointed out to the courier/delivery driver at the time of delivery, and reported to the Company **within 1 working day**. If there is significant and obvious damage to the goods, equipment, or machine(s) on delivery, they should be rejected. Following delivery, any goods that do not operate as described or are defective in any way should be reported to Intelligent Vending within **3 working days**. It is at the Company's discretion regarding how defective items reported later than 3 working days should be responded to.
- 9.3 Subject to compliance with the reporting requirements referred to in clause 9.2 above, the Company will arrange at its own expense for any goods to be returned that, following delivery, are found to be damaged or prove defective.
- 9.4 Following examination of the goods it will be at the Company's discretion whether a full refund is offered or whether the goods are replaced. For trade, business, and organisation customers there is no automatic right to a refund and the normal response in such circumstances would be to replace the item.
- 9.5 Other than within the terms of clause 6, it is for customers to determine that goods they purchase are suitable for the purpose or application intended. Failure of goods to meet such expectations is not a basis for a refund or to return goods, except at the Company's discretion. Details of charges that may be applicable in such circumstances are set out in clause 10.
- 9.6 All customers have a responsibility to look after goods in their possession. Unless packaging has been seriously damaged in transit, goods should be returned in their original packaging.
- 9.7 If there is evidence that machines have been inappropriately or negligently tampered with, or damaged, or misused by the customer while in their possession, or damaged during transit back to the Company (where the customer has been responsible for arranging shipping), the Company reserves the right to waive its commitment under this clause to offer a refund or replace the item.

10. Price and payment

- 10.1 Subject to clauses 4.3 to 4.4 and 10.3 to 10.5 inclusive, the price of the Products and our delivery charges will be as quoted on our site from time to time.
- 10.2 All Product prices quoted on our site do not include installation charges or staff training costs unless this is stated as being included as part of the package price. Charges for installation or staff training, where applicable, are indicated separately on our site.
- 10.3 Product prices and delivery charges are liable to change at any time prior to a product being dispatched.
- 10.4 Our site contains a large number of Products and it is always possible that, despite our best efforts, some of the Products listed on our site may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a Product's correct price is less than our stated price, we will charge the lower amount when dispatching the Product to you. If a Product's correct price is higher than the price stated on our site, we will normally, at our discretion, either contact you for instructions before dispatching the Product, or reject your order and notify you of such rejection.
- 10.5 We are under no obligation to provide the Product to you at the incorrect (lower) price, even after we have sent you a dispatch confirmation.
- 10.6 Payment for all Products must be via our online shopping cart or by BACS, international bank transfer (ITL), or cheque, or any other form of payment agreed in advance by us. We accept payment via a number of (but not all) debit and credit cards – if in doubt, please check with us. Please note that for orders from outside the UK we may not accept credit or debit card payment. If this is the case we will specify an alternative form of payment. We will not charge your credit or debit card until we have processed your order.
- 10.7 For very high value orders we may consider a Letter of Credit transaction, but the purchaser will be responsible for all bank charges incurred as part of this process.
- 10.8 Unless a trade account has been set up with us, we will not dispatch any Products until payment has been received in full and has cleared in our bank account. For international orders, we require payment to fully clear in our account before we process the order of any goods – for some international transactions please note that such clearance may take up to 15 days.
- 10.9 Value Added Tax where applicable shall be due at the prevailing rate on all invoices.

- 10.10 In respect of trade account holders, payment is due 30 days after delivery to your premises or collection by you. Interest will be payable on all overdue accounts from the date of the invoice until payment in full is made pursuant to the Late Payment Commercial Debts (Interest) Act 1998. If you fail to make payment of any monies due to us, we may withhold delivery of any further goods until all outstanding monies have been paid.
- 10.11 In respect of Contracts with businesses and other organisations, we reserve the right to charge you for the Products and any associated costs in full if you decide to cancel any delivery or abort any installation. You will be liable to a charge in full where the Company has itself entered into a binding contract with a supplier or other third party to purchase goods or services in order to fulfil the contract with you.
- 10.12 At its discretion, where a supplier imposes a financial charge less than 100% of the value of the goods, including shipping and installation, the Company may agree to apply a reduced charge, but including any administration, handling, or shipping costs incurred by the Company in addition to the charges levied by the supplier. In all cases, the original shipping cost is repayable in full by the customer, as is any installation or training cost incurred or booked by the Company prior to cancellation by the customer.
- 10.13 At the Company's sole discretion, a request for a refund or return may be considered. If this is agreed, the charges outlined in clauses 10.10, 10.11, and 10.12 will still apply.
- 10.14 Any charges owed by the customer under clauses 10.10, 10.11, and 10.12 will be deducted from any refund agreed by the Company, before such sums are reimbursed.
- 10.15 Terms for any lease rental, lease purchase, rental or any other finance packages will be in accordance with the terms agreed with the funding organisation (Intelligent Vending Ltd or any third party financial organisation).

11. Warranty

- 11.1 The warranty provided on products will be in accordance with the terms of the warranty provided by the manufacturer(s) of that product, which are available upon request from Intelligent Vending Ltd. This warranty shall apply to both personal customers and customers representing businesses or organisations.
- 11.2 With the exception of any UK statutory consumer rights and to the extent permitted by law, no condition is made or to be implied nor is any warranty given or to be implied as to the life or

wear of the Products or that they will be suitable for any particular purpose or for use under any specific conditions regardless of whether such purpose or conditions may be known or have been made known to Intelligent Vending Ltd.

- 11.3 Except where manufacturers' warranties expressly specify cover for call-out or labour costs, the warranty offered will only apply to either replacement or repair of the defective part. The remedy to be applied is at the manufacturer(s) discretion. Unless the warranty itself covers on-site repair, or unless separate and active maintenance cover has been purchased and is in force, any call-out or labour costs incurred to rectify a fault under such circumstances will be charged for, even if the product is new.
- 11.4 The Company may on occasions and with your agreement supply a test or pre-production machine that does not fully comply at the point of delivery with all required certifications and regulations although we will ensure it is safe to use for the purposes described. In accepting such a machine, whether for sale, rental or otherwise, you acknowledge that the equipment may not operate to the standards that would be expected of a normal production machine. Under these circumstances, we will provide information at time of order regarding any additional support we will provide in recognition of the Beta status of the product.
- 11.5 For the avoidance of doubt, we will uphold all UK statutory consumer rights in respect of Contracts with consumers only and not in respect of Contracts with businesses or any other organisation.

12. Our liability

- 12.1 Subject to clause 12.3, if we fail to comply with these terms and conditions, we shall only be liable to you for the purchase price of the Products and, in the case of contracts with consumers only (subject to clause 12.2), any losses that you suffer as a result of our failure to comply (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) which are a foreseeable consequence of such failure.
- 12.2 Subject to clause 12.3, we will not be liable for losses that result from our failure to comply with these terms and conditions that fall into the following categories:
- a) loss of income or revenue;
 - b) loss of business;
 - c) loss of profits;

- d) loss of anticipated savings
- e) loss of data; or
- f) waste of management or office time.

12.3 Nothing in this agreement excludes or limits our liability for:

- a) death or personal injury caused by our negligence;
- b) fraud or fraudulent misrepresentation;
- c) any breach of the obligations implied by section 12 of the Sale of Goods Act 1979;
- d) defective products under the Consumer Protection Act 1987; or
- e) any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.

13. Maintenance

- 13.1 Irrespective of whether a machine is covered by a parts warranty, we will not be liable for any call out or labour costs on any Products unless a maintenance contract to cover this has been purchased and is in force, or this cover is included as part of the manufacturer's warranty.
- 13.2 If you decide not to purchase optional maintenance cover, any labour costs will be charged on a call out and time-on-site basis (ad-hoc 'pay as you go' service). Please note that call-out and labour charges will apply even if equipment is new.
- 13.3 You are responsible for the provision and installation of all electrical, plumbing and cabling requirements unless otherwise agreed by us.

14. Import duty

- 14.1 If you order Products from our site for delivery outside the UK, they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that we have no control over these charges and cannot predict their amount. Therefore, please contact your local customs office for further information before placing your order.
- 14.2 Please also note that you must comply with all applicable laws and regulations of the country for which the Products are destined. We will not be liable for any breach by you of any such laws.

- 14.3 We will not charge VAT for exports to companies based in other countries of the EU if we are able to confirm that a current and valid VAT number applies to the company making the purchase in the relevant European jurisdiction.
- 14.4 In circumstances where the goods are collected in person or by the customer's agent from a site within the UK, we will add VAT at time of order in respect of purchases made by non-UK EU companies, even where a current and valid non-UK VAT number applies. The amount of VAT will subsequently be reimbursed once the customer has demonstrated to our satisfaction that the goods purchased have been shipped outside of the UK. We will, however, pass on to the customer any bank or currency transfer charges that are levied against the Company relating to reimbursement of VAT in such circumstances.

15. Written communications

- 15.1 Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic, normally email. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

16. Notices

- 16.1 All notices given by you to us must be given to Intelligent Vending Ltd at sales@intelligentvending.co.uk or by post to the address in clause 1. We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in clause 15 above. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail that such e-mail was sent to the specified e-mail address of the addressee.

17. Transfer of rights and obligations

- 17.1 The contract between you and us is binding on you and us and on our respective successors and assignees.
- 17.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.
- 17.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

18. Events outside our control

- 18.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (**Force Majeure Event**).
- 18.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
 - a) strikes, lock-outs or other industrial action;
 - b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
 - c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
 - d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
 - e) impossibility of the use of public or private telecommunications networks; and
 - f) the acts, decrees, legislation, regulations or restrictions of any government.
- 18.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

19. Waiver

- 19.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.
- 19.2 A waiver by us of any default will not constitute a waiver of any subsequent default.
- 19.3 No waiver by us of any of these terms and conditions will be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 16 above.

20. Severability

- 20.1 If any of these terms and Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

21. Entire agreement

- 21.1 These terms and conditions and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of any Contract.
- 21.2 We each acknowledge that, in entering into a Contract, neither of us relies on, or will have any remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in these terms and conditions or the documents referred to in them.
- 21.3 Each of us agrees that our only liability in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) will be for breach of contract.
- 21.4 Nothing in this clause limits or excludes any liability for fraud.

22. Our right to vary these terms and conditions

- 22.1 We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.
- 22.2 You will be subject to the policies and terms and conditions in force at the time that you order products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we dispatch the Products to you (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Products).

23. Law and jurisdiction

- 23.1 Contracts for the purchase of Products and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) will be subject to the non-exclusive jurisdiction of the courts of England and Wales.