

Terms and Conditions

This document contains the conditions of business between us, Germaine Systems, and you, the customer. Unless there is a separate written agreement between us, these conditions are the only terms under which we do business.

Germaine Systems is a supplier of goods and services. Normally, business between would start with discussions about your requirements, you may then place an order which we will acknowledge, fulfil, and receive payment. The Terms and Conditions for each of these stages are presented below.

Discussions

Discussions are held to determine the nature of the goods and services to be supplied by us. The cost is normally borne by us, although under certain circumstances we may ask you to cover our out of pocket expenses.

During these discussions we may explore many ideas, but nothing expressed by you or us at this point will be binding.

Order

If and when you are satisfied that Germaine Systems can provide you with the services you require, you should place an order.

The cost of goods and services supplied is the cost agreed at the time you place your order. If no price has been agreed then the cost will be the cost to us plus the uplift published in our Rate Card. The current rate card is available on our website, or directly from us.

Acknowledgement

If we accept the order, we will send you an acknowledgement. This acknowledgement and your order, are the basis for the contract between you and us.

Once you are satisfied that the order and acknowledgement cover your requirements, you have signed and returned a copy of the acknowledgement, we can begin work.

Fulfilment

We will endeavour to fulfil the contract in the time and manner expressed in the order acknowledgement.

Where a contract is terminated by you because of circumstances beyond your control, your liability will be no greater than the cost of goods and services already delivered plus any goods already bought or ordered by us for the contract which we cannot return.

Where a contract is terminated by us because of circumstances beyond our control, our liability will be limited to the amount you have already paid for the goods and services.

Where the contract is to supply goods, we will consider the contract fulfilled when :

We have delivered those goods, or if we cannot deliver them, when they are available for you to collect, or

Where an item is unavailable, and we cannot agree on a substitute, we will consider the contract to be fulfilled when we have delivered those items which are available, you will be invoiced only for those items.

If your order is marked 'all or nothing' and an item is not available, then at your discretion you may refuse to accept any of the goods and terminate the contract.

In any case, our liability is limited to the amount you have paid for the goods.

Where the contract is to supply services, we will consider the contract fulfilled when the aims stated in the order acknowledgement are achieved, or when we both agree to end the contract.

Where a contract is ended and the aims stated in the order acknowledgement are not achieved in full, your liability will not exceed the full amount of the contract, but not less than the amount due for the fulfilled aims, plus our out of pocket expenses.

Payment

When we have fulfilled the contract, we will send an invoice. This invoice will be for the amount specified on the order acknowledgement, quoting your order number.

Unless otherwise agreed, Invoices are due for payment on or before 30 days after the invoice date.

Where the contract is to supply goods, or the supply of services ends in goods, for example a computer program, we shall retain ownership of those goods until you have finished paying for them.

Guarantees and Liability

Germaine Systems are covered by insurance for public liabilities. The details of this cover are available on request.

Germaine Systems guarantees that our goods and services are of satisfactory quality and will conform to the specifications in the order acknowledgement, subject to the following conditions. If you are buying as a consumer, (A person who is not acting in the course of a business), your statutory rights are not affected by these conditions.

- If you find a defect with the goods, then you must tell us within seven days of discovering the defect, or we cannot accept liability. Where such a defect is confirmed by us, we will, at our discretion, repair, replace or refund the amount paid by you for the defective goods.
- Except where the Products are sold to a consumer, all warranties, conditions or other terms implied by law are excluded to the fullest extent permitted by law.
- In the event of any breach of the contract by us, your redress shall be limited to repair, replacement or refund. Under no circumstances shall our liability exceed the amount you have paid us for the goods or services.

Small Orders

Where the total contract amount is less than £500 (ex VAT), we may, with your agreement, rely on verbal acknowledgement of the contract stages.

General

The Contract shall be governed by the laws of England.

If any of these conditions is held to be invalid or unenforceable, the remainder of the conditions will be unaffected.

If we waive a right under these conditions, this should not be considered as a waiver of our rights due to any subsequent breach of the same or other conditions.