



Bespoke Label Design • Quality Weighing & Food Processing Equipment

Address:

32 Haconby Lane
Morton, Bourne
Lincolnshire
PE10 0NP

Phone: 01778570151

Mobile: 07714293968

Email: info@allprep.co.uk

Terms & Conditions

Welcome to our website.

If you continue to browse and use this website, you are agreeing to comply with and be bound by Allprep Ltd's (referred to as Allprep, we, our, us) terms and conditions of use, which together with our privacy policy govern our relationship with you in relation to this website.

If you have any queries about these terms and conditions, or any comments or concerns regarding our website, please contact us by email (info@allprep.co.uk) or phone (01778 570 151) during business hours.

If you disagree with any part of these terms and conditions, please do not use our website.

Terms of Sale

By placing an order with us, you are:

- offering to purchase a product or service;
- representing that you are of legal age to form a binding contract; and
- representing that all information you provide to us in connection with such order is true and accurate and you are an authorised user of the payment method provided.

The receipt by you of an order acknowledgment does not constitute our acceptance of an order. We retain the right to refuse any order request made by you.

Upon receipt of payment of the full price for the goods you have ordered, we will confirm your order has been accepted by way of email confirmation. Our acceptance of your order constitutes a legally binding contract between us. The contract shall be deemed to incorporate these conditions. No variation or addition to these conditions shall form part of any contract unless made or specifically accepted by us in writing.

Unless we have expressly agreed in writing to the contrary, these terms and conditions shall override and take the place of any other conditions in any document or other communication used by the customer in concluding any contract with us.

Validity, Acceptance and Availability

Unless previously withdrawn, quotations are valid for the period stated therein. If no period is stated, then they are valid for 30 days from the date of issue.

Any order placed in compliance with a quotation is subject to acceptance by us through issue of an order confirmation.

Prior to our acceptance of an order, verification of information may be required. We reserve the right at any time after receipt of your order to accept, modify or decline your order, or any portion thereof.

If the goods you have ordered are unavailable, we will contact you by phone and/or email. You will then have the option to wait until the item is available, amend or cancel your order.

Limits of Contract

We are only obliged to supply the goods and installation services which are specified in the order confirmation.

Notwithstanding the above, we reserve the right to make minor changes to the goods and/or services, provided that such changes shall not affect the contract price or performance of the goods.

Price and Terms of Payment

All pricing information on our website is correct at the time of being entered. We reserve the right to amend prices and alter or remove special offers as and when it is necessary to do so. All pricing information on our website is reviewed and updated regularly.

In the event that prices are changed during the period between an order being placed and the order being processed/payment taken. We will cancel your order and contact you with details of the new price and the option to re-order the goods at the new price.

All pricing information on our website is exclusive of Value Added Tax (VAT) or any similar taxes or tariffs. Allprep Ltd's VAT registration number is 410 9756 00.

For bespoke label orders, please note that:

- a 50% deposit must be paid at the time the order is placed. Any remaining balance is to be paid to us by no later than the date of which the goods are delivered.
- By making the final payment you confirm that you are satisfied with the condition and quality of the goods.

Where payment of the contract price (or any part thereof) has not been made in accordance with the terms set out in the order confirmation, invoice and/or these conditions. Then without prejudice to any statutory or common law rights we may have, we reserve the right and the customer hereby agrees that we may at our option withhold the supply and/or installation services (or any part of the contract), until full payment is received in accordance with our terms.

All sums due from the customer to us including any payments due at a later date shall become immediately payable if the customer is in breach of any of their obligations under the contract.

Statutory interest will be charged on any outstanding amount not paid by the customer when due in accordance with the terms set out in the contract. Statutory interest will be charged at 8% plus the Bank of England's base rate (calculated daily) in respect of the period from the date when the amount falls overdue until receipt of the full amount by us.

Our payments are processed through Stripe, a leading payments platform that supports a variety of payment methods for businesses in the United Kingdom. Here are the major card types that Stripe accepts:

- Visa
- Mastercard
- American Express
- Maestro
- Discover
- JCB
- Diners Club
- China UnionPay

In addition to these card types, Stripe also supports other payment methods such as Apple Pay, Google Pay and various local payment methods like SEPA Direct Debit, iDEAL and more depending on the business' requirements and customer's location.

For alternative payment methods such as BACS, CHAPS or cheques please contact us via email (info@allprep.co.uk) or phone us on 01778 570 151.

Accuracy of information

We do our best to ensure that the information on this website is complete, accurate and current. Despite our best efforts, from time-to-time information on the site may be inaccurate, incomplete or out of date. All specifications, products, descriptions and prices of products on the website are subject to change at any time without notice.

In some instances, you may be required to select the screen size, weighing capacity or other features of the products you are purchasing.

The inclusion of any products or services on our website at a particular time does not imply or warrant that these products and/or services will be available at any time. We reserve the right to discontinue any product or service at any time.

Supply of Information to Us

The customer will promptly provide to us all necessary information that we may reasonably require to permit us to proceed uninterruptedly in performing our obligations under the contract. In the event that the delivery or installation of goods is prolonged by reason of delay in the provision of necessary information, or any changes in such information, we shall be at liberty to amend the contract price to compensate us for any additional costs, including a reasonable element of profit, that we have reasonably and properly incurred, and to extend the delivery and/or completion date by a reasonable period.

Delivery

The delivery charges set out on this website are for specific products to be delivered to the United Kingdom (UK) mainland only. Delivery charges may vary depending on the type of goods being ordered, and delivery to some locations may incur additional charges. Please contact us prior to placing any order outside of the UK mainland.

We use a range of couriers to deliver our products and will always endeavour to get your goods to you as quickly as possible. In most instances this will be within 5 business days of receiving payment for your order. If for any reason within our reasonable control we are unable to meet this timeframe, we will contact you to make alternative arrangements that are suitable for all parties.

Goods will be delivered to the delivery address you specify in your order, please ensure this information is entered correctly. Further carriage costs will be incurred if the incorrect information is provided and delivery cannot be completed. Any undelivered products that are returned to us will not be re-dispatched until additional carriage fees have been paid in full. It is your responsibility to provide a suitable delivery address where the order can be reviewed and signed for. Once the order has been delivered you will become the owner of the enclosed goods and we will not be liable for their loss or destruction.

You must document and report to us any loss or damage incurred during transit within 48 hours of receiving the goods. Allprep Ltd will not be held responsible for any losses reported after this time.

If you have any queries regarding the delivery of your order please contact us via email at info@allprep.co.uk.

Installation

Allprep Ltd will only install goods in the United Kingdom under the agreement set out in the order confirmation. Unless all parties agree otherwise, installation of goods will only take place during our ordinary business hours at any location in the United Kingdom. We reserve the right to include additional charges for any installations in remote mainland and/or island locations.

To enable our obligations under the contract to be expeditiously and properly carried out the customer will provide the following free of charge:

- Suitable access to the site.
- A satisfactory operating environment for the goods.
- Suitable location and protection for the goods from time of installation.
- Suitable electrical supplies, lighting, heating and all other necessary facilities.

The customer will be responsible for ensuring the site is sufficient and suitable for its purposes, and that any major adjustments that may be requested by us are carried out at the site expeditiously before the goods are installed.

In addition the customer will at its own expense and where necessary, install, protect and connect all interconnecting cables. Supply all cabling and wiring where not indicated otherwise, in accordance with our instructions.

The goods and any portion thereof shall be deemed to be accepted 14 days after delivery, or earlier, when the installation of the goods has been completed or where goods have been brought into earlier commercial use. This date shall not be delayed on account of additions, minor omissions or defects which do not materially affect the use of the goods.

Returns

Allprep Ltd endeavours to supply goods of the highest quality that are free of fault and undamaged. However, we understand that on occasion goods may need to be returned. Please don't hesitate to contact us should you have any queries regarding a return.

Prior to dispatch you are able to cancel your order in full, please phone us as soon as possible on 01778 570 151 and we will refund your card immediately.

If the goods have already been dispatched and you wish to cancel your order, you must contact us within 14 business days of receipt of the goods (this does not include any bespoke items ordered). You do not need to give a reason for cancelling your order, but you will be responsible for any return postage costs and risk. We cannot provide a refund for any returned items we have not received.

Within 14 days of receipt of the goods please package them securely in the original packaging and return them to us with proof of purchase at:

Allprep Ltd
32 Haconby Lane
Morton
Bourne
Lincolnshire
PE10 0NP

We will notify you when we have received the returned goods and again when we have processed the refund. We will make the reimbursement using the same means of payment as you used for the initial transaction. We will endeavour to process all refunds as quickly as possible, but please allow up to 14 business days for them to be finalised.

This clause does not apply to bespoke goods. Goods which we have produced or altered to order for you cannot be returned if you change your mind.

Returned trade approved label and/or receipt printing scales are subject to a 25% restocking fee to cover the time and administrative costs of preparing them for re-sale. At the point of purchase the customer accepts that all pre-programming, installation and on-site training fees will be non-refundable for trade approved label and/or receipt printing scales.

If the goods are faulty or have been supplied in error, please contact us within 30 business days of receipt of the order to arrange a return. Please note that if the goods are incorrect as a result of your provision of incorrect information, you will not be able to return those goods.

If any goods develop faults within their warranty period, please contact us to arrange a repair or replacement under the terms of that warranty.

Allprep Ltd reserves the right to exercise discretion with respect to any returns under these Terms and Conditions. Factors which may be taken into account include but are not limited to:

- Any use that you may have already had out of the goods.
- Any discounts that may have formed part of the purchase price of the goods.
- Any faults to the goods caused by accident, neglect or misuse.

Warranty of goods:

We will make good by repair or at our option, by the supply of a replacement, any defect which under proper use, care and maintenance, appears in the goods (including the operating software) for the period set out in the warranty schedule forming part of these conditions after the goods have been delivered to the customer and which arises solely from the faulty design material or workmanship, provided always that:

- The existence of any defective goods or part thereof has been communicated to us and if we so require, we may attend the site to repair the goods or at our option request that the defective goods or part thereof which is believed to be defective has been returned to us at the customer's cost immediately upon the customer becoming aware of any defect covered by the above warranty.
- No warranty express or implied will be given by us for any defect caused by design, materials or workmanship furnished by the customer which has been incorporated into the goods.
- Where goods have been manufactured to the customer's design, the scope of this warranty is limited to the workmanship.
- Unless stated on the order confirmation, no warranty express or implied will be given by us in respect of goods where the installation, assembly, repair or maintenance is performed by any person other than us, nor where the operating environment is not maintained or consumables other than those recommended by us are used.
- No warranty express or implied will be given where the customer has failed to promptly comply with all its obligations to make payment or provide any guarantees or other documents as specified in these conditions.

Any goods or part thereof which are properly returned in accordance with this warranty and has been accepted by us as being defective will be repaired and/or replaced by us free of charge. The repaired or replaced goods or part will be despatched to the customer at our cost.

Except where the customer deals with us as a consumer, our liability under this warranty schedule is in lieu of and shall be deemed to exclude all warranties and conditions whether express or implied and whether arising by common law statute or otherwise relating to the goods. In particular but without limitation to the foregoing we shall not be liable for the failure of any of the goods supplied to be fit for any particular purpose for which they are required, nor for failure in other than a properly maintained operating environment. Save as provided in this condition, we shall not be under any liability, whether in contract, tort or otherwise, in respect of defects in the goods and the operating software, damage or loss resulting from such defects or from any work done in connection therewith, or for any injury, other than death or personal injury caused by our negligence as defined in *Section 1* of the *Unfair Contract Terms Act 1977*.

If the customer returns any goods or part thereof to us which we do not accept as defective we reserve the right to charge the customer an inspection fee.

We at our discretion may, on being advised by the customer that a part of the goods is defective, at our cost, despatch to the customer a replacement part. In such an event, the customer shall promptly and, in any event, immediately remove and return to us the part which is believed to be defective. If we do not accept the part is defective, we may invoice the customer for the replacement part and the cost of its carriage to the customer.

Warranty of Software:

We warrant that for a period of three months from the date of delivery to the customer:

- The material of the media upon which the application software is recorded is not defective.
- The application software is properly recorded upon the media.
- Documentation, where provided by us, contains all the information we deem necessary for proper use and operation of the application software.
- The application software functions substantially as described in the specification (if any) attached to the order confirmation under proper use, care and maintenance. If the customer returns application software to us which we do not accept as failing to comply with the warranty set out in this condition, we reserve the right to charge the Customer an inspection fee.

Our entire liability arising out of the supply of application software which fails to comply with the warranty set out in this condition shall be limited to and the customer's exclusive remedy shall be, the replacement of application software recorded upon media provided always that it has been returned to us, carriage prepaid, immediately upon the customer becoming aware of any defect covered by the warranty set out in this condition.

Our liability under the above conditions is in lieu of and shall be deemed to exclude all other warranties and conditions whether express or implied and whether arising by common law statute or otherwise. Subject to the above conditions, application software is provided "as is" without warranty of any kind and we shall not be liable for the failure of any of the application software supplied to be fit for any particular purpose for which it is required. Save as provided in this condition, we shall not be under any liability, whether in contract, tort or otherwise, in respect of defects in application software or for any damage or loss (including any loss of data or corruption to customer's information) resulting from such defects or from any work done in connection therewith or injury, other than death or personal injury caused by our negligence.

We do not warrant that the operation of the application software will be uninterrupted or error free.

If for any reason whatsoever the provisions of this condition or part thereof is deemed or found to be unenforceable then the corresponding provision of the condition 'Warranty of goods' shall apply to the application software.

Warranty Schedule

Unless otherwise stated in the contract, no warranty period is given for second hand goods, thermal print heads or consumable items.

A 3 month warranty period is given for spare parts for trade approved label and/or receipt printing scales.

No more than the same period of warranty as is given by other suppliers of factored goods is passed on to the customer.

Subject to the above, all other goods receive a 12 month warranty period from the date of their use or an 18 month warranty period from the date of our invoice, whichever is sooner.

The provision of spare parts or replacement goods during a warranty period shall not extend the warranty period for the goods into which these are incorporated beyond that stipulated above.

Exclusion of Warranties

We shall have no liability under the above warranty conditions in respect of goods and/or software which has been altered in any way whatsoever or has been subjected to misuse or unauthorised remedial work, has been improperly installed or connected and where such misuse, alteration, remedial work, installation or connection caused or contributed to the defect.

Intellectual Property

All content included on this website, unless uploaded by users, including but not limited to text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of Allprep Ltd, our affiliates or other relevant third parties. By continuing to use the platform you acknowledge that such material is protected by applicable United Kingdom and International intellectual property and other relevant laws.

You may not reproduce, copy, distribute, store or in any other fashion re-use material from the website unless given express written permission to do so by Allprep Ltd.

Material from the website may be re-used without written permission where any of the exceptions detailed in Chapter III of the Copyright Designs and Patents Act 1988 apply.

Our Liability

To the maximum extent permitted by law, Allprep Ltd accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the website or any information contained therein. Users should be aware that they use the website and its content at their own risk.

Nothing in these Terms and Conditions excludes or restricts our liability for any direct or indirect loss or damage arising out of the incorrect delivery of goods or out of reliance on incorrect information included on the website.

Nothing in these Terms and Conditions seeks to exclude or limit our liability for death or personal injury caused by our negligence (including that of our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.

Whilst every effort has been made to ensure that these Terms and Conditions adhere strictly with the relevant provisions of the *Unfair Contract Terms Act 1977*, in the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these Terms and Conditions and shall not affect the validity and enforceability of the remaining terms and conditions. This term shall apply only within jurisdictions where a particular term is illegal.

Nothing in these Terms and Conditions seeks to exclude or limit your legal rights as a consumer. For more details of your legal rights, please refer to your local Citizens Advice Bureau or Trading Standards Office

Force Majeure

This Contract (including for the avoidance of doubt obligations arising under these conditions and the documents referred to in these conditions) may be suspended by us for such period or periods as we in our absolute discretion shall elect (and we shall have the right to cancel after a period or periods of suspension aggregating six months) without liability on our part in the event of us being unable to fulfil or being delayed or interrupted in the fulfilment of any of our obligations under this Contract by reason of accidents, statutes, regulations, orders, restrictions, embargoes, boycotts, prohibitions, recommendations, requisitions or other act of national or local government strikes, lockouts, trade disputes, war, invasion, acts of foreign enemy, hostilities (whether war has been declared or not) civil war, rebellion, inclement or adverse weather conditions, fluctuations or failures of electricity and power supplies and communication line failures, shortages of raw materials or inability to secure materials, labour, transport or licences, suppliers shortages or delays or otherwise such other causes as are beyond our reasonable control and the customer shall be obliged to pay for that part of the contract which is actually carried out by us on a pro-rata basis relation to the contract price as a whole.

General

The customer shall not, without our prior written consent, assign or sub let any of its rights or duties under the agreement and shall furnish copies of any such assignments or sub contracts to us. We shall have the right, without prior notice or penalty, and the customer hereby consents to and shall do all acts and execute all documents necessary to enable us to assign the benefit of and/or by novation or otherwise transfer the obligations arising from the contract or any part thereof without restriction. We shall give to the Customer notice of any such assignment novation or transfer within 14 days of its occurrence.

The failure on the part of either party to exercise or enforce any right conferred by the contract shall not be deemed to be a waiver of any such rights nor to operate so as to bar the exercise or enforcement there at any time thereafter.

Any notice required to be given under this Contract shall be given in writing and shall be deemed to have been duly given if hand delivered or sent by prepaid post first class or email addressed to the party concerned and its principal place of business or the known address and in the case of a notice sent by prepaid post shall be deemed to be served at the time of actual delivery or 48 hours (if the customer's address for service is in Europe, and seven (7) days in all other instances) after posting whichever is the

earlier. Notices delivered by email shall be deemed delivered when sent. Notices delivered by hand shall be deemed served when delivered.

In the event that any one or more of the provisions contained in these conditions shall be invalid illegal or unenforceable in any respect, the validity legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

We may advertise and make known that we are undertaking work for the customer.

Save as otherwise expressly stated, a person who is not a third party to the contract has no right under the *Contracts (Rights of Third Parties) Act 1999* to enforce any term of the contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Software License

The End User is licensed to use the software for its own internal purposes only and shall not grant sub-licenses of, nor copy or reproduce in any form (other than for back-up purposes) the software.

Property Rights

The intellectual property rights (including copyrights in the Software) vests in us or our Licensor.

The end user shall not obtain any rights in the Software in particular but without limitation to copyrights.

The end user shall ensure that the Software and every copy thereof or part thereof shall carry a prominent copyright notice to be determined by us.

The end user shall bring to our attention any authorised use or infringement or suspected infringement by any third person of any copyright or other rights of ours in the Software and shall at our request take or join with us in taking all such action as we may reasonably request for the purpose of preventing such use or protecting such rights.

Confidentiality

The end user acknowledges that the Software is confidential ("Confidential Information"). The end user shall, and shall procure that all its employees shall, preserve the confidentiality of the Confidential Information and in particular shall only authorise access to or disclose Confidential Information to the extent that such access or disclosure is strictly necessary and in accordance with the use thereof permitted under the Licence or in pursuance of and to the extent that there is a statutory obligation to do so. Moreover, the end user shall ensure that all necessary security measures shall be taken to ensure that the Confidential Information is safeguarded from theft, loss and unauthorised use and shall use its best endeavours to obtain and enforce appropriate undertaking to maintain the confidentiality of the Confidential Information from persons having access to it.

Governing Law and Jurisdiction

These Terms and Conditions, the Contract, and the relationship between you and Allprep Ltd (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.

As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing above takes away or reduces your rights as a consumer to rely on those provisions.

Any dispute, controversy, proceedings or claim between you and us relating to these Terms and Conditions, the Contract, or the relationship between you and us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

Complaints and Feedback

We always welcome feedback from our customers and, whilst we always endeavour to ensure that your experience as a customer of ours is a positive one, we nevertheless want to hear from you if you have any cause for complaint.

If you wish to complain about any aspect of your dealings with us, please contact us in one of the following ways:

- In writing, addressed to Allprep Ltd, 32 Haconby Lane, Morton, Bourne, Lincolnshire PE10 0NP
- By email, addressed to info@allprep.co.uk

Communication and Contact Details

If you wish to contact us, you may do so by telephone at 01778 570 151 or by email at info@allprep.co.uk.

In certain circumstances you must contact us in writing (when cancelling an order, for example). When contacting us in writing you may use the following methods:

- By email at info@allprep.co.uk; or
- By post at Allprep Ltd, 32 Haconby Lane, Morton, Bourne, Lincolnshire PE10 0NP.