

NORTH EAST PAYPHONES TERMS AND CONDITIONS

1. These conditions

1.1 The making of any order by the customer for goods or services provided by North East Payphones shall for all purposes be deemed to be acceptance by the customer of these conditions, to the exclusion of any other conditions, whether the customer's conditions or otherwise.

1.2 No variation of these conditions is to be permitted, unless permission is expressly given in writing by the proprietor of North East Payphones.

2. The goods

2.1 Subject to the warranty contained in clause 6.1 all descriptions, drawings and details relating to goods on the web site or in any catalogue, leaflet, brochure or other documents are for illustrative purposes only and as such do not form any part of the agreement between North East Payphones and the customer. All representations as to performance of goods are based on information supplied by the manufacturer of the said goods and relate to their performance when used correctly under normal conditions.

2.2 Unless expressly agreed otherwise, goods supplied will be in accordance with manufacturer's normal specifications and designs current at the date of manufacture or delivery and the supply by North East Payphones of goods differing from any contractual or pre-contractual specifications or descriptions shall not be a breach of the agreement between North East Payphones and the customer insofar as the goods are of approximately equivalent performance to the goods referred to in such specifications or descriptions.

3. Delivery and risk

3.1 Unless otherwise expressly agreed, the cost price shown in North East Payphones's price list or on the web site is exclusive of value added tax. North East Payphones is no longer registered for VAT.

3.2 The time of delivery is not the essence. The agreed date or dates of delivery are estimates only and a failure by North East Payphones to comply with them shall not be a breach of these conditions.

3.3 The goods shall be at the customer's risk from the time of delivery.

3.4 It is a requirement that the customer inspects the goods on receipt and notifies North East Payphones of any defects or complaints within 3 days.

4. Property in the goods

4.1 Notwithstanding risk in the goods passes to the customer in accordance with clause 3.3 of these conditions the goods shall remain the sole and absolute

property of North East Payphones and title to and legal and equitable ownership of the goods shall not pass to the customer until payment is received by North East Payphones of all monies due from the customer to North East Payphones in respect of all goods supplied by North East Payphones to the customer and the customer acknowledges that until such payment is made in full it is in possession of the goods solely as a fiduciary for North East Payphones.

4.2 North East Payphones licences the customer to use or to agree to sell the goods provided that the entire proceeds of any sale of such goods are held in trust for North East Payphones and are not mixed with other monies or paid into an overdrawn bank account and shall at all times be identifiable as North East Payphones money.

4.3 Until title to the goods passes to the customer the goods shall be kept separate and distinct from all other property of the customer and of third parties and in good condition and stored in such a way as to be clearly identifiable as belonging to North East Payphones and the customer will not cause or permit or suffer any labels, badges, serial numbers or other means of identification of the goods to be removed or obscured.

4.4 North East Payphones may enter upon for the purposes of recovering its goods any premises where they are stored or where they are reasonably thought to be stored and may repossess the same.

5. Price and payment

5.1 Unless otherwise expressly agreed the price is payable on ordering for all goods ordered from the web site. For all other methods of ordering the price is payable on invoice and in no circumstances is payment to be received later than 30 days from the invoice date. Also see clause 5.3.

5.2 Unless otherwise stated, all payments are to be made in sterling. Payments in Euros or US dollars can be made via the web site or by telephone using a debit or credit card.

5.3 For goods not paid for at the time of ordering time for payment is of the essence and if payment is not made within 30 days from the date of invoice North East Payphones may require the customer to pay interest at 5% per month from the date of the invoice compounded monthly

5.4 The price shall be payable without any deduction or set-off.

6. Warranty and liability

6.1 North East Payphones undertakes to credit the customer or to remedy by repair or replacement any defects in the goods under the manufacturer's guarantee provided the customer notifies North East Payphones promptly of such a defect and where the customer arranges for the prompt return of the defective goods at the risk and expense of the customer.

6.2 Save as herein specially provided and save to the extent that the same cannot by statute be excluded all conditions and warranties or representations express or implied statutory or otherwise in relation to the goods are hereby excluded. Nothing in this clause 6.2 of these conditions shall exclude the undertakings implied by section 12 of the Sale of Goods Act 1979.

6.3 North East Payphones shall not be liable for any financial consequences or indirect loss suffered by the customer or any third party whether such loss arises from a breach of a duty in contract or tort or in any way including without limitation to the generality of this exclusion, loss of profits, economic loss, loss of goodwill, loss of contracts, loss of data, damage to the property of the customer or anyone else and personal injury to the customer or anyone else, except as such injury is attributable to North East Payphone's negligence.

6.4 To be valid any claim against North East Payphones must be brought within one year of the date of invoice and any such claim shall be limited to the amount by way of liquidated damages equal to the invoice value of the goods in respect of which the claim is made.

7. Force majeure

North East Payphones shall not be liable to the customer for any failure to perform its obligations due to any circumstances beyond its control (including without limitation strikes, lockouts, industrial disputes, failure or power supply delays by BT or any other person, firm or company, delays caused by the manufacturer of the goods, riots, civil disturbance, war or warlike activity, embargoes, fire, explosion, flood or natural causes, Acts of God, Mutiny on the High Seas, hijack, skyjack, and treason) and in any such event North East Payphones may elect that the time for performance shall be extended until such time as North East Payphones can reasonably effect performance.

8. Notices

All demands, notices and other communications shall be in writing and addressed to North East Payphones at its address shown in invoices delivered by it and to the customer given by it for delivery of invoices (or as subsequently notified by one to the other in writing) and shall be deemed to have been duly given or made by letter 48 hours after being posted first class postage pre- paid.

9. Privacy Policy

As part of the services we provide we necessarily collect personal and financial information from you. Our Privacy Policy sets out how we deal with that information.

9.1 We do NOT share your information with any other party, manually, or by third party links, except with PayPal for the purposes only of processing your payment.

9.2 We do NOT hold your credit or debit card number. If you have this to us via telephone, email or in person we will transmit it to PayPal only in order to process the payment. Confirmation documentation from PayPal to us does NOT include the

full card number.

9.3 If you have provided your card number via our website on the PayPal payment page we do NOT get the card number details from PayPal.

9.4 Children are not eligible to use our services and we therefore ask that minors (under the age of 18) do not provide us with any personal or financial information.

9.5 If you provide us with any of the following information :- name, address, email, telephone number. We will use that information only for the purposes of fulfilling your order for goods or services. We will store that information for a period, as required by law, in a locked storage cabinet access to which is restricted to authorised personnel only. Financial information is covered by 2. and 3. above

9.6 We do NOT hold any information on our computers as 'cookies', or store IP addresses, so if you make a second or subsequent transaction with us you would need to provide us with your information afresh.

9.7 We can, on request, let you know what information we hold on you and you then have the opportunity to change that information if it is incorrect.

10. Law and jurisdiction

These conditions shall be governed by and construed in accordance with English Law.