



The terms and conditions of sales and installations concerns all the goods and services set out in the applicable invoice from Outside the Box Services Ltd.

#### CONFIRMING THE SALE OR ORDER

1.1. A sale or order is only confirmed when agreed in writing between Outside the Box Services Ltd (hereinafter called "the company") and the customer.

#### PAYMENT OF GOODS

2.1. Payment of goods and services have to be made in advance of delivery unless specified otherwise. Goods will not be shipped until payment has cleared.

2.2. For Installations, a payment of the full cost of the goods (with any applicable carriage) in cleared funds for installation has to be made prior to the installation going ahead. Labour fees can be settled after the installation is complete. Additional fees for other services may be due prior to an installation.

2.3. In exceptional circumstances, the company will allow a deposit prior to the installation in order to confirm the goods and services - the deposit will be no less than 50% of the total fee due and does not confirm the legal title of the goods to the customer. Customer's opting to pay with a deposit are liable to the full fee of the goods and services set out on the invoice. The remaining fee due must be paid on the completion of the installation and no later. Late payment fees apply. Goods and services will not be secured until the deposit has been made in cleared funds on the goods and services specified by the deposit.

2.4. Failure to pay within the timeframe defined in the payment terms of an invoice will incur a fine of 5% of the original invoice amount, per week, the payment is overdue.

#### RISK AND OWNERSHIP OF GOODS

3.1. Risk in any goods supplied shall pass to the customer on delivery to their premises. Ownership of the goods shall not pass to the customer until the company has received in full and in cleared funds, all sums due to the company in respect of the goods and services set out in the invoice.

3.2. Until ownership of the goods has passed to the customer, the customer shall:  
Hold the goods on a fiduciary basis.

Store the goods separately from all other goods or any third party in such a way that they remain identifiable as the company's property.

Not destroy or deface any identifying mark on the goods or their packaging and maintain the goods in satisfactory condition, fully insured.

#### RETURNS AND FAULTY GOODS

4.1. In the event that the goods are received faulty or develop a fault within the warranty period, the customer must inform the company. The company will require the purchase date and the sales invoice number on which they were purchased to process the refund or replacement.

4.2. The company does not undertake to reimburse carriage costs incurred in the return of goods whether under warranty or not and reserves the right to repair or replace any such articles at its discretion.

4.3. The company reserves the right to apply a restocking charge of up to 50% for goods that were correctly supplied in a sale.

#### WARRANTY POLICY

5.1. The company offers a standard 1-year warranty on all new goods sold. Warranties may extend for a longer period than 1 year if specified by the manufacturer.

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5.2. 'Faulty out of the box' products will normally be replaced if returned within a period of 14 days after purchase, however this is at the company's sole discretion.

5.3. Faulty goods returned beyond the 14-day period but not exceeding the warranty period will normally be repaired under warranty and returned to the customer. In this case, the company and/or the manufacturer may levy charges to the customer to cover inspection in the event of 'no fault found'.

5.4. In the event of customer/user damage or misuse within the warranty period, the goods will not be repaired under warranty and may incur costs up to the original value of the item.

5.5. The company does not offer a warranty for any goods sold in used condition.

#### ERRORS OR OMISSIONS

6.1. Incorrect goods or shortages upon delivery must be notified to the company within 3 working days of delivery of the order.

#### LEGAL COMPLIANCE

7.1. Goods supplied that operate wirelessly may be subject to changes in broadcasting and telecommunication regulations set out by the Office Of Communications (Ofcom).

7.2. The company will not supply illegal or outdated goods that do not comply with the current regulations at the time of supplying.

7.3. The company will not undertake to reimburse the value of any goods that, after rightly supplying, become outdated or illegal to operate because of changes made by Ofcom. In most cases, Ofcom will seek to reimburse the value of any equipment that was correctly supplied that becomes outdated because of changes made by them. An original copy of the invoice supplied by the company must be held to be entitled to any reimbursement(s) from Ofcom.

#### DISPATCH

8.1. Goods that are available from stock are dispatched within 3 working days unless otherwise specified.

8.2. Goods that are specific to installations will be ordered in. With most goods, the lead time is normally no longer than a week, however some items such as custom flight cases, panels or cables may have a lead time of 4 weeks or longer.

#### DAMAGE IN TRANSIT

9.1. The customer must notify the company within three days of receipt of goods. If damage is apparent or suspected at point of delivery the carrier's consignment note should be clearly marked accordingly and goods signed for as damaged.

9.2. Non-receipt of goods should be notified to the company within 2 weeks of the dispatch notification.

#### CANCELLATIONS

10.1. The terms of this agreement do not allow for cancellation other than by mutual consent of both parties when confirmed in writing.

10.2. In the event that the customer cancels the sale or installation, the customer agrees to inform the company immediately.

10.3. If goods and services have been ordered for the sale or installation in advance, in all cases the customer will be required to pay for the full cost of any good and services detailed in the invoice upon which the company cannot obtain a refund from the supplier or where only a partial refund is obtainable, plus any applicable carriage/packaging/storage fees.

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10.4. If labour has been scheduled for an installation, the customer may face charges for staff booked, limited to the original fee paid.

10.5. Cancellation is not possible once physical installation takes place.

10.6. In the very unlikely event that the company cancels the sale or installation due to unavoidable circumstances, the company agrees to inform the customer of the cancellation and make all reasonable attempts to find a suitable replacement product or service of similar standard, style and cost. Should a suitable replacement not be found, the company agrees to refund the customer any fees paid in advance.

#### CHANGES ON THE DAY

11.1. Where possible, changes to the schedule which are unavoidable on the day of the work should first be discussed and agreed with the company. Should this not be possible, changes are to be agreed between the customer and the company prior to their work. Any changes will be subject to these terms and conditions.

11.2. Changes negotiated between the customer and the company on the day of the work and any extra fees that are agreed upon must be paid by the customer along with the original fee.

11.3. If access to the venue is difficult e.g. stairs, building work, distance from unloading area etc. The customer agrees to provide assistance with access to the where the work is to be carried out.

#### LIABILITY

12.1. The company is covered by public and employers liability insurance for installations carried out by the company's staff.

12.2. Where installations have been modified or tampered with from their original state by person(s) outside of the company's employment, the warranty and any liabilities implied by the company will be void.

12.3. The company does not warrant or accept any liability for goods used outside of the manufacturer's specifications.

12.4. The company will take photographic evidence of an installation on completion, to confirm the work undertaken.

12.5. Where possible, electrical tools used by the company to carry out installations will be PAT tested and insured under the company's portable equipment insurance.

12.6. All mains electrical goods supplied in an installation by the company will be PAT tested before the installation is completed. Certificates are supplied upon request.

#### RESPONSIBILITIES

13.1. Where installations are concerned, The customer is responsible for:

Ensuring access to the site and to power, light & heat on the dates confirmed in writing and any others as may be advised from time to time.

Ensuring the site is free of hazards.

Notifying the company of any special requirements or alterations to the original quotation.

13.2. Where installations are concerned, the company are responsible for:

Informing the customer of the progress of the delivery of services.

Delivering the services with all reasonable skill and care, and in full compliance of relevant established current professional standards and safety requirements.

#### INDEMNITY

14.1. The customer shall indemnify the company and its employees against actions, claims, demand proceedings or liabilities arising from the customers misuse use of the goods or materials supplied to the customer.

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#### COMPLAINTS PROCEDURE

15.1. Any issues that arise during the work or sale must be communicated to the company at the time that they arise in order for the company's staff to have an opportunity to solve the issue. The company is unable to resolve issues if they are not aware of any situation that may occur during the work they carry out.

15.2. The company will not enter into any discussions with regards to the company's staff presentation style or content as this is a subjective interpretation.

15.3. In the unlikely event there is a requirement for reimbursement of fees paid, not covered elsewhere in the Terms and Conditions, it is limited to the fee paid.

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