

Terms and Conditions of Sale

We are delighted to welcome you to the Ace Office Environments Limited's Terms and Conditions. This section aims at giving you all the information you require to understand every aspect of doing business with us.

Please take time to read and digest our site's terms of use; these govern your use and purchase of items from our company. By using and / or browsing this site, you acknowledge that you have read, understood, and agree to be bound by these terms and conditions. If you do not agree to these terms then you may not use this site nor buy goods or services from us. If you have a question or query then please feel free to contact us directly.

The Terms and Conditions set out, apply solely to our site and would not cover any site that we have chosen to link with.

Service Availability

Our site is only intended for use by people resident in mainland United Kingdom and Northern Ireland including Highlands and Isles ("The Serviced Countries").

If for any reason an order is submitted for delivery outside these areas we reserve the right to charge an additional delivery cost to enable us to fulfil the order.

Legal Jurisdiction / Procedure and Venue of Disputes

All usage and purchases from our site will be governed by the Laws of England and Wales. Any disputes or claims arising from the use of this site and the materials contained herein shall be subject to the non-exclusive jurisdiction of the courts of England and Wales. If you choose to access this site from another location, you do so on your own initiative and are responsible for compliance with applicable local laws.

Definitions

Ace Office Environments Limited trading as "Ace Office Environments Ltd" controls and operates this site from its offices within the United Kingdom. The registered address is below.

Ace Office Environments Limited
Emberton House
Yeomans Way
Bournemouth
BH8 0BP
Company number – 781883
VAT registration number – 187401555

"Us", "We" and "Company" refers to Ace Office Environments Limited

“User”, “Customer” or “You” refers to the individual or company who are placing an order via our website to purchase any of the products we supply.

“Products” and “Items” means the products sold by Ace Office Environments Limited on this Site.

“Site” means the websites www.aceoffice.co.uk www.ace-office.co.uk www.ace-safetywear.co.uk

“Using”, “Browsing” and “Usage” refer to any of the activities of any person or company that logs onto our Site via the internet or any other means.

“IPR” means but is not limited to – Images, illustrations, logos, designs, photographs, video clips, writings, copyrights, trademarks and company name.

“Conditions” refers to our terms and conditions laid out in this document.

“The Serviced Countries” means Mainland United Kingdom and Northern Ireland, including the Highlands and Isles.

The Contract / Our Contract / Contract information

We do business only on these terms of business, which (if you place an order with us) you agree to the exclusion of any other terms whatsoever and of any understanding or representation save as expressly stated in these terms or on our website.

You will have an opportunity to check and correct any input errors in your order up until you submit your order. The order is submitted by completing all the information fields on the payment details page and clicking on the “next step review order” button

This site offers an invitation to you to do business with us. Any order submitted by you is your offer to enter into a contract with us. Upon receipt of your order we will send you an e-mail confirming your order, with details of the products you have ordered and a total costing. We will accept your order, and become contractually bound to you, only: (i) if you have a credit account with us, then when we pick product for delivery or (ii) if you do not have a credit account, then on payment in full by you. Our acceptance of your order will be subject to these terms and conditions and no other terms, and subject to availability of the items ordered.

We reserve the right to cancel all or part of any order, for any reason. Should this happen we would try to contact you to make sure you are aware. We reserve the right to refuse orders we deem to be of large quantity or placed by resellers.

We will not dispatch any order until we have full payment inclusive of VAT, for all products on the order excluding customers with a business account. Title or ownership of the goods will not pass to you until we have received full payment and the goods are fully delivered. All liability up until this point rest with the user.

When deciding whether or not to accept your order we may use certain information about you, including any received from credit reference agency checks. In particular we may pass your details to a credit reference agency for them to check against certain public and private databases. The credit reference agency may keep a record to use in future security checks. This helps to protect you and us against fraudulent transactions.

If your payment details cannot be authorised for any reason we will tell you.

Warranty Disclaimer

Ace Office Environments Limited are providing this Site and its Contents on an “as seen” basis and makes no representations or warranties of any kind, either express or implied, including, without limitation, warranties or conditions of title or implied warranties of merchantability or fitness for a particular purpose, and non-infringement. Although we believe the content to be accurate, complete, and current, Ace Office Environments Limited does not represent or warrant that the information accessible on this Site is accurate, complete, or current. Price and availability information is subject to change without notice.

Disclaimer of Liability

In no event shall we be liable for special, indirect, exemplary, or consequential damages, including but not limited to, loss of use, data, or profits, without regard to the form of any action, including but not limited to contract, negligence, or other tortious actions, all arising out of or in connection with the use, copying, or display of the contents of this Site. In an effort to provide our customers with the most current information, we will, from time to time, make changes in the contents and in the products or services described on this Site.

Web Site Performance / Use Restriction

We and our suppliers own the copyright, trademarks, and all Intellectual property rights (“IPR”) to all materials contained within this site. None of which is to be used, downloaded, published transmitted or otherwise made available without our expressed authorisation in writing. Usage without authorisation is strictly prohibited.

We hereby grant permission to copy, print or distribute in hard copy sections of our site for the purpose of browsing and shopping, or for placing an order on our site. Any unauthorised use of the material on this site without the prior permission of us may violate copyright, trademark and other applicable laws. We respect all relevant trademarks which are marked accordingly.

Should product prices or descriptions be identified as incorrect at the time of order, we reserve the right to amend the order, informing the client. Due to the volume of products that the website contains, some prices or descriptions may become incorrect (at the time of order and the delivery will be completed). If this happens and the order is delivered, the customer will be advised of the issue and given the chance to return the goods or keep what they want or place a separate order for more items.

Linking to this site without permission is strictly prohibited. If you do wish to link to our site, written consent must have been obtained before doing so.

Credit Account Application / Credit Checking

An application for a credit account does not necessarily indicate that a credit facility will be granted.

We reserve the right to honour, decline, cancel, restrict, amend, suspend and remove any of these credit terms at our sole discretion. We reserve the right to honour, decline, cancel, restrict, amend, suspend and remove orders for goods where you are or could become liable to a breach of the agreed credit terms.

Non-Adherence to these Terms & Conditions will result in the credit facility being withdrawn and late payment charges will be incurred in relation to Late Payment of Commercial Debts (Interest) Act 1998.

We will make a search with a credit reference agency which will keep a record of that search and may share that information with other businesses. We may also make enquiries about the Principal Directors with a Credit Reference Agency

Any account that falls into arrears will be charged interest at 8% above the Bank of England base rate on a daily basis.

We reserve the right to change these conditions from time to time. These changes will reflect in the aforementioned conditions.

You will be subject to the conditions that are in place at the time you ordered any product from us, unless there is a change required to be made by law or governmental authority.

Currency and VAT

The prices advertised on our site are in Pounds Sterling and exclude VAT and delivery charges where applicable. VAT will be charged at the rate prevailing on the date of despatch of the goods.

RRP Definition

“RRP” – any “RRP” listed on this Site represents the manufacturer’s suggested selling prices and may not be indicative of the prevailing selling prices at any specific time and place in your locality.

Price Changes

We reserve the right to amend any prices without prior notice to do so, due to the ever-changing nature of the office supplies market. We will however strive to offer the most competitive prices wherever possible to do so.

Product Substitutions

Prices, products and special offers are subject to availability. They may change before we accept your order, but not after. We reserve the right to offer what in our option is a suitable alternative product at a comparable cost. Where possible we will contact you to alert you to this.

Seasonal and Promotional Pricing

Any pricing relating to seasonal or promotional products is only valid for the length of the promotion. We shall not honour any pricing after said promotion has finished.

Incorrect Pricing

As our site contains a large number of products it is possible that some may be incorrectly priced. If any product has been incorrectly priced on the site, we reserve the right to take the below courses of action.

1. If the items correct price is lower than the quoted price we will charge you the correct price and deliver the goods to you.
2. If the items price is higher than the listed price we reserve the right to cancel and or amend any such orders before or after order has been confirmed and or charged to your credit card or account. We are under no obligation to provide the item/s to you at the incorrect (lower) price even after we have provided you with an order confirmation or dispatch note.

In some cases, we may choose to honour the incorrect or lower price in order to minimise inconvenience to you. This is totally at our discretion.

In any of the above situations we will endeavour to contact you to keep you informed at all times.

Volume Pricing

We will offer volume discounts on certain products, this will be clearly detailed on the product page. We reserve the right to remove and or review these at any time.

If you have a volume requirement for any item please feel free to contact us for improved pricing where possible.

Contract Pricing

We reserve the right as per the above conditions to amend or cancel any contract pricing at any time, unless otherwise agreed in writing. This again is due to the ever-changing nature of the office supplies market.

Substitute Products

We reserve the right to substitute goods on your order with items of an equivalent type e.g. Blue lever arch file for a green one.

If you do not wish to accept the substituted item you must return it within 3 days of receipt.

Delivery Charges

Our prices exclude delivery charges. For details of our current delivery charges please refer to the delivery information and charges section of our website.

Back Orders

Goods that are on back order will be delivered as soon as they are available, this will be at no further charge.

Bulk Deliveries

If you require a large quantity of an item delivered please contact us directly to discuss delivery method and costs.

Returns and Cancellations

In all circumstances please take time to read the below returns information before submitting your return to us. Please then e-mail sales@aceoffice.co.uk with all your contact details and account number along with the reason for returning the goods. The request will then be actioned with 48 hours. Please note that items returned that are not faulty or damaged must be raised within 14 days of delivery, any non-required returns raised after this time cannot be accepted.

Return Due to Faulty Goods

If there is a fault with your non-consumable product we must be notified within 6 months of delivery, and if the item is consumable, this must be reported within 3 months. We would at our own discretion offer either a repair/exchange or a refund.

For the product to qualify for a refund or return it must be returned complete with any accessories and or free gifts offered with it. We will not cover any faults due to neglect, misuse, normal wear and tear or damage caused as a result of an accident.

NOTE: We reserve the right to ask for photographic evidence of any faulty or damaged goods. When this has been provided, the return will be actioned. We need to ask for this because if the goods are damaged and we return them, the supplier will not credit us. Photographs should be sent to sales@aceoffice.co.uk

If a faulty or damaged good is returned, which is then proven to be not faulty/damaged, this will attract a delivery/returns charge per item returned.

Return Due to Damaged Goods

The same conditions apply as stated in the "returns due to faulty goods" section above with the exception that you must notify us within 3 working days of receipt of delivery that the goods are damaged.

If we are notified later than this it will restrict our ability to offer a full refund or return.

Returns Due to Incorrect Item/s Received (Picking Errors)

In the unlikely event that the goods delivered do not match your original order please notify us within 3 working days of receipt of delivery. Failure to do this may restrict our ability to offer a full refund or return. This includes missing items and is also covered in the section "Shortages".

Upon notification within the 2-working day period we will arrange for free collection of the incorrectly delivered goods and then re-deliver the correct goods as soon as possible. The collection is however at our discretion.

Returns Due to Incorrect Product Selection

For the product to qualify for a refund or return it must be in an "as new" condition with original box and packaging complete with any accessories and or free gifts offered with it.

All returns due to incorrect product selection must be raised within 3 working days of delivery.

Any refund for the above within the time limit, could be subject to re-stocking charges.

The only exception to this will be if you are serviced by our own vehicles, returns made within 10 days of purchase date will be entitled to a credit of the full value of the item/s returned. Returns made after this time limit may incur a re-stocking fee. Ace Office Environments Ltd also reserve the right to charge a fee if items are received back that do not satisfy the requirement of "as new" condition as stipulated in this section. The fee will vary based on the condition of the item returned and Ace Office Environments Ltd reserve the right to deduct this from any due credit.

If serviced by our own vehicles exchanges can be offered on returned goods given that all of the aforementioned criteria are met.

Exclusions

Notable exclusions to our returns policy are – furniture, office machines, special orders, black codes in the paper catalogue, printed goods, embellished garments, some electrical items, food and beverages.

If you are unsure if an item is returnable please contact us before placing the order. All special orders will have these terms stipulated at point of ordering, and by your order confirmation you accept these terms in full.

In the case of computer consumable products, not required returns will only be accepted within 10 days if the outer seal has not been tampered with in anyway. If the client returns such product (s) as faulty, it will only be granted a credit note if the manufacturer of such product (s) accepts that the product has not been misused, overloaded, incorrectly installed or incorrectly stored. In certain circumstances the client must complete a faulty product evaluation form.

Cancellation

The terms of our cancellation policy are as per our returns policy above. Again, if you are unsure please contact us direct.

Shortages

Shortages must be reported within 3 working days. If we are notified later than this it may restrict our ability to offer a full refund or return. The above is again at our full discretion.

Please note requests for POD's should be made in writing or logged as a query, no later than 3 months after the date of the invoice.

Refunds

Any refund will be made using the same method as the original payment. The refund will take place after the goods have been inspected, and found to be in re-saleable condition.

Terms of Payment

For non-account customers payments will be taken on receipt of your order before delivery of goods. For account customers invoices are raised either weekly or monthly (depending on your selection) once the goods have been delivered. Payment is due on the 30th day of the month following the date of our invoice. We are entitled to charge late payment charges of 2% per month (or part of) if payment is not made when due.

Methods of Payment

Customers have the option to pay us by various forms of credit card and debit card, including PayPal, and by BACS or cheque. Payments by credit card may attract a surcharge. Non-account customers paying by cheque or BACS would not have their order fulfilled until the payment was received into our bank.

Security

At Ace Office Environments Ltd, we take security very seriously and make shopping online as safe as shopping in any retail store.

Your browser will go into secure mode as soon as you access the checkout or login pages, i.e. before you enter any personal or payment details. You can check that you are shopping in a secure environment by looking for either a locked padlock or a key icon in the grey bar at the bottom of your screen.

Being in secure mode means that all of your details are encrypted to help keep them secure. Encryption creates billions of code combinations to protect each transaction made on our site, so your card details cannot be viewed by anyone else using the Internet. If you are using one of the more recent browser versions, our site supports 256 bit encryption and therefore keeps your details as safe as possible at all times.

We only accept orders that are placed using Secure Socket Layer (SSL). This technology prevents you from inadvertently revealing personal information using an insecure connection. During payment, we also ask for your card billing address as an additional security check.

No credit or debit card details are stored once your order has been processed. This is why you can save your favourite delivery address but need to enter your card details each time you order.

We recommend that you always close down your Internet browser when you have finished shopping online, especially if you use a shared PC. This will delete temporary Internet cookies from any sites that you may have visited.

Promotions

All promotions are subject to our standard Terms & Conditions .

Privacy

Ace Office Environments Ltd will always ensure that any personal information is secure at all times. In order to provide you with a service, fulfil a transaction you have requested or in connection with legal process, we may share personally identifiable data with our agents (such as credit card processing companies, credit reference agencies, outside suppliers, distributors and delivery companies), and group companies for such purpose, relevant authorities or otherwise with your permission.

Customer Feedback / Complaints Procedure

At Ace Office Environments Ltd we value any feedback and customer opinion, so please feel free to contact us at sales@aceoffice.co.uk

On receipt of a complaint we will endeavour to get back to you as soon as possible, with a suitable resolution. Normally this will be within 48 hours. If you require an update please do not hesitate to contact us in between.

Risk and Title

The Products will be at your risk from the time of delivery. 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 (if any).

Disclaimer

Disclaimer: All copyrights, trademarks and trade names are acknowledged. Prices and/or product specifications are as published by named suppliers on their own website(s) on the date(s) shown and may be varied at any time without notice. Prices compared assumed all products offered are of the

same specification on the applicable date(s). Information shown here is for personal use and guidance only and does not constitute any contractual representation or warranty. Liability for errors, omissions or consequential loss is expressly disclaimed. Prices shown exclude VAT, discounts, special offers, promotions, delivery charges etc. which may alter the final price payable by the customer from the published price.

In an effort to provide our customers with the most current information, price and availability information is subject to change without notice.

Save in respect of your statutory rights under the Sale of Goods Act 1977 (as amended) and the Unfair Contracts terms Act 1977 and save in respect our guarantee, we shall not be liable to you by reason of any implied warranty, condition or other term, or any duty at common law, or under these terms of our contract with you, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by our negligence) which arise out of or in connection with the supply of the goods or their use by you.

Waiver

If we fail, at any time during the term of a Contract, to insist upon the 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 shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

A waiver by us of any default shall not constitute a waiver of any subsequent default.

No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 13 above.

Events Outside Our Control

The Company shall not be liable to the Buyer or be deemed to be in breach of the contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the goods, if the delay or failure was due to any cause beyond the Company's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Company's reasonable control:-

- (i) Act of God, adverse weather conditions, explosion, flood, tempest, fire or accident.
- (ii) War or threat of war, sabotage, insurrection, civil disturbance or requisition.
- (iii) Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority.
- (iv) Import or export regulations or embargoes.
- (v) Strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Company or of a third party).
- (vi) Difficulties in obtaining raw materials, labour, fuel, parts or machinery.

(vii) Power failure or breakdown in any vehicle or machinery or any computer malfunction.

(viii) The imposition of Stopping, Waiting, Parking or similar restrictions which delay or prevent the Company from reasonably affecting delivery of the goods.

General

The contract shall be governed by the laws of England and the parties submit to the exclusive jurisdiction for the English courts in relation to any dispute hereunder.

Nothing in this agreement shall confer, nor do the parties intend it to confer, any enforceable right on any third party and the Contracts (Rights of Third Parties) 1999 shall not apply.

Company details

Registered address: –
Ace Office Environments Limited
Yeomans Way
Emberton House
Bournemouth
BH8 0BP

Company number – 781883

VAT registration number – 187401555

Enquiries: sales@aceoffice.co.uk

Sales: sales@aceoffice.co.uk

Accounts: accounts@aceoffice.co.uk