

# Stax Trade Centres Terms & Conditions

To download a copy of these terms and conditions in PDF format click [here](#).

## Definitions

1. In the context of these terms and conditions:

1.1 'Seller' means Stax Trade Centres plc whose registered office is at Units 1-4, Holloway Drive, The Wardley Industrial Estate, Worsley, Manchester. M28 2LA and shall include the Seller's subsidiaries and duly appointed representatives or agents.

1.2 'Buyer' means any customer of the Seller (whether a person, firm or company or any agent, or authorised representative of such person, firm, or company) purchasing goods from the Seller.

1.3 'Staxcard' means a combined admission and account card (which is not a credit card) supplied by the Seller to the Buyer upon approval by the Seller of the Buyer's Customer Application Form. Staxcards will not be issued to any person, firm or company or to any agent employee or authorised representative of any such person, firm or company unable to provide conclusive evidence of relevant trade or retailer status to the Seller's satisfaction.

1.4 'goods' means all and any goods, materials or products of whatsoever description supplied, sold or distributed by the Seller.

1.5 'Conditions' means these terms and conditions of sale and any of them.

1.6 'Contract' means any contract entered into between the Seller and the Buyer by which the Seller sells or supplies goods to the Buyer.

1.7 The singular includes the plural and vice versa and the masculine gender includes the feminine and neuter gender.

1.8 Headings are for convenience only and do not affect the construction and /or the interpretation of the Conditions.

1.9 Reference to any rule of law includes common law, statute and statutory regulations, applicable laws of the European Union and the decisions of any court of competent jurisdiction.

1.10 Reference to any statute includes any re-enactment or modification of such statute.

## 2. General

2.1 These Conditions apply to all Contracts. No modification or variation of them shall be binding unless executed in writing by the Seller and the Buyer. No such written modification shall bind the Seller unless it is signed by a Manager of the Seller.

2.2 These Conditions contain the entire terms and conditions of the Contract and shall (subject to any rule of law incapable of being overridden) operate to displace any provisions in any applicable rule of law or terms and conditions imposed or sought to be imposed by the Buyer which might otherwise apply.

2.3 The failure by the Seller or the Buyer at any time to require performance of any provision of the Contract shall not affect the right of the Seller or the Buyer to enforce such provision at a later time.

2.4 No waiver by the Seller or the Buyer of any Condition nor the breach of any term covenant representation or warranty contained in the Contract (whether express or given by conduct or otherwise) in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any Condition or breach or a waiver of any other Condition or deemed to be or construed as the breach of any other term Condition representation or warranty in the Contract.

### **3. Samples and examples**

3.1 Any samples of goods supplied to the Buyer shall be accepted by the Buyer as supplied solely for information and as in no way importing any express or implied conditions or warranties as to quality, description, colour, fitness, or satisfactory quality of goods subsequently delivered and the Buyer shall be deemed to have satisfied himself as to such matters prior to ordering the goods. Notwithstanding that any sample may have been produced or supplied by the Seller all Contracts shall be sales by description only and not by sample.

3.2 The Seller (subject to any rule of law to the contrary) shall at all times be deemed to have satisfied all obligations upon it, whether express or implied, and whether arising by rule of law or otherwise, as to the quality of the goods supplied in the performance of the Contract.

### **4. Payment**

4.1 The Buyer shall pay in full for all goods purchased from the Seller in cash or by cheque or credit card before the Buyer or any other person accompanying the Buyer leaves the Seller's premises. The Seller will only accept payment by cheque or other negotiable instrument or by any other means where the Buyer has obtained the prior written consent of the Seller to tender payment by such means. In the event of payment being made by the Buyer by way of a cheque or other negotiable instrument which upon presentation to the Bank of issue is not honoured, then the Seller reserves the right either to:

4.1.1. inform the relevant public authorities that an act of fraud may have been committed upon the Seller; or

4.1.2. issue instructions for the re-presentation of the relevant cheque or negotiable instrument, the cost of such representation to be borne in full by the Buyer; and in such circumstances interest on all monies due to the Seller from the Buyer shall be charged on a daily basis by the Seller at the rate of four percent per annum above the base lending rate from time to time of Midland Bank plc from the date of the Contract to the date of actual payment.

## **5. Passing of Risk**

5.1 The risk in goods sold shall pass to the Buyer when:-

5.1.1. the Seller releases the goods to the Buyer or any person accompanying the Buyer at the Seller's premises; or

5.1.2. if applicable, the Seller delivers the goods to the Buyer's premises or other agreed delivery point.

## **6. Retention of Title**

6.1 In this Condition 6 (unless the context otherwise requires) the expression "goods" shall mean goods and/or materials or other things supplied by the Seller whether in the form in which collected by, or delivered to, the Buyer and whether or not combined with any other materials or things. If goods which are the property of the Seller are combined with goods which are the property of the Buyer or are incorporated therein, the product thereof shall become or shall be deemed to be owned by the Seller. If the goods which are the property of the Seller are combined with goods which are the property of any person (other than the Buyer) or are incorporated therein, the product thereof becomes or shall be deemed to be owned in common with that other person.

6.2 The property in any goods shall pass to the Buyer when, and shall not pass to the Buyer until, the Seller shall have been paid for the goods in full together with the full price due to the Seller for any other goods which are the subject of any other Contract between the Seller and Buyer.

6.3 In the event of the Buyer becoming insolvent or having a receiver appointed over the whole or any part of his property or compounding with his creditors or (in the case of a company going into liquidation) or passing an effective resolution to wind up or (in the case of an individual) having a bankruptcy order made against him or in the event of payment for any goods being overdue then and in each such event it shall be lawful for the Seller, its servants, officers or representatives to enter upon the Buyer's premises and recover possession of any goods of the Seller for which the Seller has not been paid and to take away such goods.

6.4 In the event of any goods being sold or otherwise disposed of by the Buyer before the Seller has been paid for them in full, the entire proceeds of such sale and/or any other monies received by the Buyer or by a factor or by any other person (except a purchaser of goods in good faith without notice of this Condition 6) in connection with the sale, disposal or factoring of the goods or of invoices dealing with the goods (whether such monies are received by the Buyer's own customers or from factors or other third parties) shall be held in trust for the Seller and shall not be mingled with other monies or paid into any overdrawn bank account and shall at all times be identifiable as the Seller's monies unless and until all monies referred to Condition 6.2 have been fully paid. The Buyer shall give written notice of this Condition 6 to any factor or other person except a purchaser of goods in good faith.

6.5 In the event of certain goods having been paid for by the Buyer and other goods not having been so paid for the onus of proof shall be on the Buyer to show that any goods remaining in his possession are goods for which he has paid.

6.6 This Condition 6 does not entitle the Buyer to return the goods or to refuse to delay payment on the grounds that the property has not yet passed nor shall it constitute an agency.

## **7. Notification of Defects and Return of Goods**

7.1 The Buyer must notify the Seller of any alleged defect in or damage to the goods within two days from the date of actual collection or (where the alleged defect or damage was not apparent upon reasonable inspection) within a reasonable time after discovery of the defect or damage. Any such notice must specify the particular alleged defect or damage and must afford the Seller a reasonable opportunity to inspect the goods in question. If the Seller is accordingly notified of any defect or damage to goods and the Seller agrees that such goods are defective or faulty the Seller will (at its option) rectify the defect or fault or replace any such goods or credit the invoice value of the goods and any such rectification or replacement or credit will be in full and final satisfaction of any claim by the Buyer and the Seller shall have no further liability for any loss or damage arising from the defect or fault relating to such goods. Any damage to the goods shall be deemed to have occurred after purchase unless the Buyer proves to the contrary. No claim in respect of the goods may be made by the Buyer if the goods have been mixed by the Buyer with other goods or materials (whether or not supplied or sold to the Buyer by the Seller) or have been subject to any manufacturing process by or on behalf of the Buyer and the Seller shall be conclusively deemed to have complied with its obligations concerning the supply of such goods.

## **8. Seller's Liability**

8.1 Subject as expressly provided in these Conditions, and except where the goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977 or any other applicable rule of law), all warranties, conditions or other terms implied by any applicable rule of law are excluded to the fullest extent permitted by law, including (without limitation) all warranties, conditions or other terms implied by the Sale of Goods Act 1979 (other than the warranty as to title implied by S12 of that Act).

8.2 Where the goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Buyer are not affected by these Conditions.

8.3 Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any consequential loss or damage (whether for loss of profit, anticipated profit, turnover or otherwise), costs, expenses or other claims for any consequential compensation whatsoever (and whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the goods or their use or resale by the Buyer, except as expressly provided in these Conditions.

8.4 The Seller shall be under no liability in respect of any defect in the goods arising from any recommendation, drawing, design, specification or instruction supplied by the Buyer.

8.5 The Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions and use of goods, failure to follow the Seller's or manufacturers instructions (whether oral or in writing), misuse or alteration or repair of the goods without the Seller's approval.

## **9. Unforeseen Delay**

9.1 The Seller shall not be liable for any failure to observe or perform or for any losses resulting from the breach of, any of the Conditions by reason of acts of God, war, riots, civil commotions, strikes, lock-outs, trade disputes, fires, breakdowns, interruptions of transport, government action, delay in delivery by the Seller's suppliers or other cause whatsoever beyond the Seller's control. In such circumstances the Seller may terminate the unperformed part of any Contract by notice in writing delivered to the Buyer within seven days of the

occurrence of such action or circumstances which have resulted in the Seller failing to observe or perform any Conditions.

## **10. Price Variations**

10.1 The Seller shall be entitled to adjust the purchase price of the goods whether before or after the making of the Contract in the event of any variation in the cost to the Seller of supplying the goods or any part thereof caused by any reason whatsoever beyond the control of the Seller including (without prejudice to the generality of the foregoing) changes in Exchange Rates or the action of any Governmental Authority.

## **11. Specification Alterations**

11.1 The Seller reserves the right to alter the specifications of any goods without prior reference to the Buyer, provided that the goods comply in all other known respects to the normal requirements of the Buyer.

## **12. Sub-standard Goods**

12.1 Any goods sold as sub-standard or "Seconds" shall be accepted by the Buyer in their actual state and condition and no condition or warranty whether express or implied by any applicable rule of law will apply thereto.

## **13. Return of Goods**

13.1 The Seller may at its absolute discretion, though it shall in no case be obliged, allow the return of goods by the Buyer within one month from the date of the purchase of the goods that the Buyer wishes to return. If the Seller exercises its discretion to allow a Buyer to return goods it shall in all cases upon refunding a Buyer for returned goods be entitled to retain a handling charge equal to 15% of the sale price of the returned goods.

## **14. Intellectual Property**

14.1 The supply of goods by the Seller shall not confer any right upon the Buyer to use any of the Sellers trade marks (whether registered or unregistered) and any other intellectual property rights of the Seller without the prior written consent

of the Seller and at all times such trade marks shall remain the property of the Seller.

## **15. Assignment**

15.1 The Buyer shall not, without the Seller's prior written consent, assign or transfer or purport to assign or transfer the Contract or the benefit thereof to any other person whomsoever.

## **16. Indulgence**

16.1 No indulgence or forbearance extended to the Buyer shall limit or prejudice any right or claim available to the Seller against the Buyer.

## **17. Cancellation**

17.1. The Staxcard and the rights that accompany it may be withdrawn by the Seller at its absolute discretion at any time without notice to the Buyer and without any reason being given for such withdrawal. The Staxcard will in any event be withdrawn forthwith:

17.1.1 where payment for the goods purchased by the Buyer is tendered by cheque or some other negotiable instrument which upon presentation to the Bank of issue is not honoured; or

17.1.2 where the Buyer has removed or attempted to remove goods from any premises of the Seller without paying for such goods; or 17.1.3 where the Seller is satisfied that the Buyer has stolen or attempted to steal goods from any premises of the Seller; or

17.1.4 where it becomes known to the Seller that the Buyer has entered into any composition or arrangement with its creditors; or

17.1.5. if being an incorporated company the Buyer has a receiver appointed or passes an effective resolution for winding up or is the subject of a Court Order to that effect; or

17.1.6 if the Buyer (being an individual) has a Receiving Order made against him or an order for bankruptcy made against him; or

17.1.7. if there has been any breach by the Buyer of any of the Conditions.

17.2. Upon withdrawal of the Staxcard the Seller may treat any Contract as

determined as between the Seller and the Buyer but such determination shall be without prejudice to the Seller's right to any unpaid purchase price of goods in the possession of the Buyer or the Buyer's agent or any other third party to whom the Buyer has passed goods and further without prejudice to the Seller's right to damages for any loss suffered in consequence thereof or any other rights and remedies of the Seller against the Buyer.

17.3. Pursuant to withdrawal of the Staxcard the Seller reserves the right to refuse further applications for a Staxcard made by the Buyer or by the Buyer's employees, agents, sub-contractors or by any other third parties known by the Seller to be connected with the Buyer or any of the aforementioned parties.

## **18. Third Party Claims**

18.1 In the event that the Buyer shall have disposed whether directly or indirectly of any goods supplied by the Seller to any third party and it shall be alleged that those goods were at the time the Seller sold or supplied them to the Buyer in any way defective then the Seller shall have the right to negotiate with any such third party and providing any settlement concluded with that third party shall include a term that neither the Buyer nor any person deriving title under him shall be under liability to that third party any such settlement shall be binding upon the Buyer who shall have no further remedy against the Seller in respect of those goods.

## **19. Proceedings**

19.1 In the event of any proceedings being instituted or threatened against the Buyer in respect of goods supplied by the Seller which the Buyer may allege were defective, then unless the Buyer informs the Seller in writing within 7 days of such threat or institution of proceedings as aforesaid the Seller shall be under no liability to the Buyer in respect of any damages, costs, or expenses sustained by the Buyer in any way arising out of such proceedings.

## **20. General**

20.1 By signing a Staxcard the Buyer agrees to be bound by and shall observe and perform the Conditions.

20.2 A maximum of 2 signatories and 2 card holders to the Buyer's Customer Account is permitted.

20.3 The Staxcard permits admission to the sellers premises of a maximum of 2 persons at any one time, one of whom must be the Buyer or the Buyer's duly

authorised employee or agent.

20.4 In signing the application form accompanying these terms and conditions, the Buyer warrants and undertakes to the Seller that the information given to the Seller in the Buyer's customer application form or otherwise is correct at the date of application and will remain thereafter correct subject to any alterations which must be notified in writing to the Seller by the Buyer.

20.5 The Staxcard and the rights that accompany the same may be withdrawn by the Seller at its absolute discretion at any time without prior notice to the Buyer and without any reason being given for such withdrawal.

20.6 Loss of the Staxcard must be reported immediately to the Manager employed at the Seller's premises at which the Staxcard was used.

## **21. Law**

21.1 These Conditions shall in all respects be governed by and construed in accordance with English Law and the Courts of England and Wales shall have exclusive jurisdiction.