

OUR TERMS

1. THESE TERMS

1.1 These are the terms and conditions on which we supply products to you, whether these are goods or services. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

1.2 In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:

- You are an individual.
- You are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

Provisions specific to consumers only are in **green** and those specific to businesses only are in **blue**.

1.3 If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 We are Ridea Technology whose address is 7 Dial Close, Barnham, Bognor Regis, West Sussex PO22 0JU.

2.2 You can contact us by telephoning us on 01243 216121, writing to us at the above address or emailing us at help@ridea.co.uk

2.3 If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

3.1 Our acceptance of your order will take place when we contact you to accept it, at which point a contract will come into existence between you and us.

3.2 If we are unable to accept your order, we will inform you of this and will not charge you for the product. This might be because we have not been able to source a product, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.

3.3 Your order number. We may assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

4. PRODUCTS

4.1 Where you have requested us to source specific products for you, we will supply those products in line with the information that you have provided to us. We will not then be responsible if those products prove to be incompatible with your own hardware/software.

4.2 Where we are requested to provide services, you are responsible for ensuring that the information you provide is correct. You must bring to our attention any unusual aspects of your software/hardware that would not normally be present or of any specialist hardware or software that exists and is not usually in existence in the public domain.

4.3 Where we have agreed to provide our services and, upon commencement we find that you have breached clause 4.1 or 4.2, we may terminate the contract as set out in clause 10.

5. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the product you have ordered, please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

6. OUR RIGHTS TO MAKE CHANGES

We may change the product to reflect changes in relevant laws and regulatory requirements or to implement minor technical adjustments and improvements, for example to address a security threat.

7. PROVIDING THE PRODUCTS

7.1 The costs of delivery or installation will be as set out on the order.

7.2 When we will provide the products (unless stated otherwise on the order form):

(a) If the products are goods we will contact you with an estimated delivery date. Time is not and cannot be made of the essence.

(b) If the products are one-off services, we will begin the services on the date agreed with you during the order process. The estimated completion date for the services is as told to you during the order process.

7.3 If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

7.4 If you are not at home when the product is delivered. If no one is available at your address to take delivery and the products cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange delivery or collect the products from an agreed location.

7.5 If, after a failed delivery to you, you do not re-arrange delivery or collect them from an agreed location we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and Clause 10.2 will apply.

7.6 If you do not allow us access to your property to perform the services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and Clause 10.2 will apply.

7.7 A product which is goods will be your responsibility from the time we deliver the product to the address you gave us.

7.8 You own a product which is goods once we have received payment in full.

7.9 We may need certain information from you so that we can supply the products to you, for example, hardware/software details, serial numbers and passwords. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and Clause 10.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

7.10 If we are providing services, we will suspend these if you do not pay us when you are supposed to (see Clause 14.4) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. As well as suspending the products we can also charge you interest on your overdue payments (see Clause 14.6).

8. YOUR RIGHTS TO END THE CONTRACT

8.1 Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing, when you decide to end the contract and whether you are a consumer or business customer:

(a) If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), see [Clause 12 if you are a consumer](#) and [Clause 13 if you are a business](#);

(b) If you want to end the contract because of something we have done or have told you we are going to do, see Clause 8.2;

(c) If you are a consumer and have just changed your mind about the product, see Clause 8.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods;

(d) In all other cases (if we are not at fault and you are not a consumer exercising your right to change your mind), see Clause 8.6.

8.2 If you are ending a contract for a reason set out at (a) to (d) below the contract will end immediately and we will refund you in full for any products which have not been provided. The reasons are:

(a) we have told you about an upcoming change to the product or these terms which you do not agree to (see Clause 6.2);

(b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;

(c) there is a risk that supply of the products may be significantly delayed because of events outside our control;

(d) you have a legal right to end the contract because of something we have done wrong.

8.3 Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013). If you are a consumer then for most products bought at a distance you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

8.4 When consumers do not have a right to change their minds. Your right as a consumer to change your mind does not apply in respect of:

(a) any product that we have purchased and then modified specifically for you;

(b) services, once these have been completed, even if the cancellation period is still running;

(c) sealed audio or sealed video recordings or sealed computer software once these products are unsealed after you receive them.

8.5 If you are a consumer how long you have to change your mind depends on what you have ordered and how it is delivered.

(a) If you have ordered services, you have 14 days after the day we contact you to confirm we accept your order. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.

(b) If you have ordered goods, you have 14 days after the day you (or someone you nominate) receives the goods, unless your goods are split into several deliveries over different days. In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery.

8.6 Even if we are not at fault and you are not a consumer who has a right to change their mind (see Clause 8.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for goods is completed when the product is delivered and paid for. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you are not a consumer who has changed their mind, just contact us to let us know. The contract will end immediately but we may charge you reasonable compensation for the net costs we will incur as a result of your ending the contract.

9. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU ARE A CONSUMER WHO HAS CHANGED THEIR MIND)

9.1 To end the contract with us, please let us know by doing one of the following:

(a) Call us on 01243 216121 or email us at help@ridea.co.uk. Please provide your name, home address, details of the order and, where available, your phone number and email address.

(c) By post. Print off the form below and post it to us at the address on the form. Or simply write to us at that address, including details of what you bought, when you ordered or received it and your name and address.

9.2 If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must post them back to us at 7 Dial Close, Barnham, Bognor Regis, West Sussex PO22 0JU or (if they are not suitable for posting) allow us to collect them from you. Please email us at help@ridea.co.uk for a return label or to arrange collection. You must send off the goods within 14 days of telling us you wish to end the contract.

9.3 We will pay the costs of return:

(a) if the products are faulty or misdescribed; or

(b) if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.

In all other circumstances (including where you are a consumer exercising your right to change your mind) you must pay the costs of return.

9.4 If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection. The costs of collection will be the same as our charges for standard delivery.

9.5 If you are entitled to a refund under these terms we will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

9.6 When we may make deduction from refunds if you are a consumer exercising your right to change your mind. If you are exercising your right to change your mind:

(a) We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

(b) The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

(c) Where the product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

9.7 When your refund will be made. We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind then:

(a) If the products are goods and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the product back from you.

(b) In all other cases, your refund will be made within 14 days of your telling us you have changed your mind

10. OUR RIGHTS TO END THE CONTRACT

10.1 We may end the contract if you break it. We may end the contract for a product at any time by writing to you if:

- a. you do not make any payment to us when it is due and you still do not make payment within 5 days of us reminding you that payment is due;
- b. you have failed to inform us of any specialist or unusual aspects of your hardware or software or provided other relevant information as set out in clauses 4.1, 4.2 and 7.9;
- c. you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products;
- d. you do not, within a reasonable time, allow us to deliver the products to you;
- e. you do not, within a reasonable time, allow us access to your premises to supply the services.

10.2 If we end the contract in the situations set out in Clause 10.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

10.3 We may withdraw the product. We may write to you to let you know that we are going to stop providing the product. We will let you know at least 1 month in advance of

our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

11. IF THERE IS A PROBLEM WITH THE PRODUCT

If you have any questions or complaints about the product, please contact us. You can telephone us on 01243 216121, write to us at RIDEA Technology, 7 Dial Close, Barnham, Bognor Regis, West Sussex PO22 0JU or email us on help@ridea.co.uk.

12. YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A CONSUMER

12.1 If you are a consumer we are under a legal duty to supply products that are in conformity with this contract. This means that:

- If you have purchased goods, these must be of satisfactory quality and fit for their general purpose.
- If you have purchased services, these must be (i) completed with reasonable care and skill; (ii)) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable; and (iii) if no date has been agreed, within a reasonable period of time.

Nothing in these terms will affect your legal rights.

12.2 If you wish to exercise your legal rights to reject faulty products you must either return post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please email us at help@ridea.co.uk for a return label or to arrange collection.

13. YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A BUSINESS

13.1 If you are a business customer we warrant that on delivery, and for the period set out on the order form (or where there is none, a period of 6 months) from the date of delivery (warranty period), any products which are goods shall:

- (a) conform in all material respects with their description [and any relevant specification; and
- (b) be free from material defects in design, material and workmanship;

13.2 Subject to Clause 13.3, if:

- (a) you give us notice in writing during the warranty period within a reasonable time of discovery that a product does not comply with the warranty set out in Clause 13.1;
- (b) we are given a reasonable opportunity of examining such product; and
- (c) you return such product to us at our cost,

we shall, at our absolute option, repair or replace the defective product, or refund the price of the defective product in full.

13.3 We will not be liable for a product's failure to comply with the warranty in Clause 13.1 if:

(a) you make any further use of such product after giving a notice in accordance with Clause 13.2(a);

(b) the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the product or (if there are none) good trade practice;

(c) the defect arises as a result of us following any design or specification supplied by the Customer;

(d) you alter or repair the product without our written consent; or

(e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.

13.4 Except as provided in this Clause 13, we shall have no liability to you in respect of a product's failure to comply with the warranty set out in Clause 13.1.

13.5 These terms shall apply to any repaired or replacement products supplied by us under Clause 13.2.

14. PRICE AND PAYMENT

14.1 The price of the product will be the price indicated on the order form when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see Clause 14.3 for what happens if we discover an error in the price of the product you order.

14.2 If you have ordered ongoing services and we come registered for VAT, we will inform you of this. We will then charge VAT on all future services provided after that date. Thereafter, if the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

14.3 What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

14.4 When you must pay and how you must pay. How to make payment will be set out on the order form. When you must pay depends on what product you are buying. Unless otherwise agreed with you:

- a. For goods, you must pay for the products before we dispatch them.
- b. For services, how and when you must pay will be set out on the order form. Where we agree to supply our services and then send you an invoice, all invoices must be paid within 7 calendar days after the date of invoice.

14.5 If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

14.6 We can charge interest if you pay late. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 8% a year above the base lending rate of Lloyds from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

15. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER

15.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

15.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products [as summarised at Clause 12.1.

15.5 We are not liable for business losses. If you are a consumer we only supply the products for to you for domestic and private use. If you use the products for any commercial, business or re-sale purpose our liability to you will be limited as set out in Clause 16.

16. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A BUSINESS

16.1 Nothing in these terms shall limit or exclude our liability for:

(a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable); or

(b) fraud or fraudulent misrepresentation.

16.2 Except to the extent expressly stated in Clause 13.1 all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

16.3 Subject to Clause 16.1:

(a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and

(b) our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the lesser amount of the total cost of the products supplied as set out on the order form, or £1000.00.

17. OTHER IMPORTANT TERMS

17.1 We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will use our best endeavours to ensure that the transfer will not affect your rights under the contract.

17.2 You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

17.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms.

17.4 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

17.5 If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

17.6 Any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

17.7 Alternative dispute resolution if you are a consumer. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are a consumer and are not happy with how we have handled any complaint, you may want to contact an ADR provider. We are not a member of an ADR and we shall at our absolute discretion decide whether to agree to any proposed ADR body. In addition, please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform.

CANCELLATION FORM FOR CONSUMER CUSTOMERS

(Complete and return this form only if you wish to withdraw from the contract)

To: Ridea Technology
7 Dial Close
Barnham
Bognor Regis
West Sussex
PO22 0JU

Email: help@ridea.co.uk

I/We [*] hereby give notice that I/We [*] wish to cancel my/our [*] contract of sale of the following goods [*]

for the supply of the following service [*],

Ordered on [*]

received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate