



Alexandra



MWUK Limited
T/A Alexandra
Conditions of sale





1. Definitions

1.1 In this Contract:

“Contract” means any contract between you and us incorporating these conditions for the sale of Goods;

“Liability” means liability for any and all damages, claims, proceedings, actions, awards, expenses, costs (including legal costs) and any other losses and/or liabilities;

“Goods” means any Goods ordered from us by you or to be supplied by us to you;

“we, us, our” means MWUK Acquisition Company Limited t/a Alexandra and any of its associated companies;

“you, your, yourself” means the person to whom we supply the Goods.

2. Basis of contract

2.1 These conditions shall govern the agreement between you and us to the exclusion of any other terms or conditions.

2.2 You agree that these conditions do not apply to promotions run by us, which shall be subject to separate terms and conditions of sale.

2.3 Orders placed by you leading to a contract which is not expressed to be subject to these conditions shall still be subject to them.

2.4 These conditions supersede all previous terms and conditions and shall replace any terms and conditions previously notified to you.

2.5 No variation to these conditions shall be binding on us unless contained in our quotation or agreed in writing between you and one of our authorised representatives.

2.6 Our employees, sub-contractors and/or agents are not authorised to make any representations or warranties concerning the Goods unless confirmed by us in writing.

2.7 No oral warranties or representations shall bind us (unless given by one of our Directors).

2.8 You acknowledge that you do not rely on any

representation and/or warranty that has not been made in accordance with these conditions.

2.9 Alexandra reserves the right to make changes to the items shown in its catalogues and websites and in relation to websites to remove selected styles. We have made every effort to ensure that the colours and images used on our website give a good representation of the products themselves, but we cannot guarantee this due to monitor resolution/brightness.

3. Delivery

3.1 Stock items ordered by 2pm will normally be dispatched on the day of receipt of order using our standard two working day delivery service. Anticipated delivery dates for non-catalogue / standard or personalised garments may be confirmed at the time of ordering. Unless agreed in writing time is not of the essence.

3.2 Alexandra reserves the right to deliver the Goods in reasonable instalments, in which case you shall accept and pay for the Goods in instalments. Each instalment is to be treated as a separate contract.

3.3 You shall have no right to reject Goods and shall have no right to rescind for late delivery unless the due date for delivery has passed and you have served on us a written notice requiring the Contract to be performed and giving us not less than 14 days in which to do so and the notice has not been complied with.

3.4 We shall not be required to fulfil orders for Goods in the sequence in which they are placed.

3.5 You shall be responsible at your own cost for all arrangements to unload the Goods when delivered to you.

3.6 You shall procure during normal working hours that we have free rights of access to the address for delivery for the purpose of delivering the Goods.

3.7 If you refuse to take delivery of any Goods then we shall be entitled to withhold delivery of any other Goods and to treat this Contract as repudiated by you and shall have the right to rescind this Contract.





3.8 If the parties agree that the Goods are to be collected from our premises then you shall collect the Goods within 3 working days of being notified that the Goods are ready for collection. If the Goods are not collected by you within the specified period we may despatch the Goods to you at Your expense and risk and/or store the Goods at Your expense and risk until despatch and/or collection.

3.9 Any claim for non-delivery of or damage to the Goods in transit should be made within seven days of the date of the invoice for them. our Liability in respect of any such claim is limited at our option to replacement of the Goods or refund of the price.

4. Price

4.1 The price of the Goods will be the price ruling at the date of dispatch. All prices quoted exclude post & packing and VAT which is payable by you in addition to the contract price.

4.2 Orders up to a value of £150 plus VAT will incur a post & packing charge of £5.25 plus VAT per order for deliveries within most areas of mainland UK. A next day service, providing delivery by 5pm the next working day (Mon-Fri only), is available within most areas of the UK at a cost of £5.95 plus VAT per package, inclusive of any post & packing charge, up to a maximum weight of 25kg per package. Orders must be received by 2pm. In areas affected by a congestion charge a surcharge of 50p plus VAT per order may be added. In the event that the carrier is unable to deliver to you and a second delivery journey is required, or if the second attempted delivery is unsuccessful, in which case the Goods will be returned to Alexandra, additional carriage charges incurred may be charged to you. Alexandra will not be liable for any consequential loss caused by failure of the carrier to deliver.

4.3 Any other additional services such as embroidery or other personalisation of garments, alteration to garments, manpacking etc. will incur an additional charge. Prices for these services will be confirmed at the time of ordering.

5. Credit limit

5.1 We may set a reasonable credit limit for you. Changes in Your credit limit will be notified to you from time to time.

5.2 We reserve the right to refuse to accept orders for Goods and/or to suspend or withhold

delivery of Goods if such Goods would result in you exceeding your credit limit or the credit limit is already exceeded.

6. Payment

6.1 Invoices will be issued on the day of dispatch of the Goods and must be paid within thirty days of invoice date, subject to status.

6.2 If you have a credit account, invoices will be issued on the day of dispatch of the Goods and must be paid within 15 days of invoice date, subject to status.

6.3 If you fail to pay us in full on the due date:

6.3.1 we may suspend or cancel future deliveries;

6.3.2 we may cancel any discount offered to you;

6.3.3 you must pay us interest at the rate equivalent to that set for the purposes of Section 6 of the Late Payment of Commercial Debts (Interest) Act 1998;

6.3.3.1 calculated (on a daily basis) from the date of our invoice until payment;

6.3.3.2 compounded on the first day of each calendar month;

6.3.3.3 before & after any judgement (unless the court orders otherwise).

6.4 If you have not paid Alexandra all amounts due on an invoice and 45 days have passed since the due date for payment then Alexandra has the right to charge you an administrative fee.

6.5 Where copy invoices are requested faxed copies will be provided free of charge but there will be a charge of £1 plus VAT for copies required to be sent by post.

6.6 You are to indemnify Alexandra in full and hold Alexandra harmless from all expenses and liabilities Alexandra may incur (directly or indirectly and including finance costs and legal costs on a full indemnity basis) following any breach by you of any of your obligations under these terms. you are not entitled to set off any debt or claim against other amounts owing to us.

7. Credit card security

7.1 All credit card numbers are encrypted in the software when the order is placed using 128 bit encryption. They are only decrypted after they reach our computer. They are not held in clear text on any web site.





8. Risk and ownership

8.1 The risk in the Goods passes to you when the Goods are delivered to the delivery address. Ownership of the Goods remains with Alexandra until payment has been received in full for the Goods and any other garments for which payment is also due.

8.2 Until title in the Goods has passed to you you shall keep the Goods insured for the price at which the Goods were sold to you against all normal risks and shall procure that our interest is noted on such policy of insurance. You shall promptly account to us for any proceeds of such policy of insurance in relation to the Goods upon respect of the same. Any monies received from you by us in accordance with this clause shall not discharge Your liability to pay the price for the Goods plus interest accrued in accordance with clause 4.1 but shall be set off against any such liability.

9. Specification

9.1 Any specification supplied by us to you shall only be approximate unless stated on our quotation or agreed in writing.

9.2 The quantity, quality, description and/or specification for the Goods shall be that set out in the catalogue for standard products or where you require a bespoke product, in the agreed specification.

9.3 You are responsible for checking the quotation and satisfying yourself that any specification given is accurate and adequate for the Goods.

9.4 If there is an error in the specification made by us for you then, where that error is material and it has been relied upon by you, you may cancel that part of this Contract which is affected by the error without liability due to the cancellation.

9.5 We shall have no liability for errors in any specification or details supplied by you and you are solely responsible for their accuracy.

9.6 Details and/or specifications in brochures and price lists produced by us are intended as a guide only and only give a general approximation of the Goods.

9.7 You agree that you have all necessary consents to commission us to supply you with bespoke work and you agree to indemnify and keep indemnified us against all claims, losses,

expenses, actions, liabilities, costs (including legal costs on a full indemnity basis and increased administration costs) and any other losses and/or liabilities arising out of our use of specifications, details and/or drawings supplied by you.

9.8 You confirm and agree that you have not relied upon the details and information contained in our brochure unless you have sought and obtained written confirmation from us of their accuracy.

9.9 We reserve the right to make changes to the specification of the Goods as required from time to time by law, applicable safety requirements or manufacturing requirements provided that they do not have a material adverse effect on the quality of the Goods.

9.10 If we do make changes to the specification of the Goods which have a material adverse effect then you shall have the right to cancel the Contract without liability.

9.11 We may satisfy any order for Goods by delivery of such number of Goods which is within 5% of the amount ordered and the price shall be adjusted pro rata as a result.

10. Your data

10.1 From time to time we may make our mailing file available to carefully selected companies whose products may be of interest to you. If you do not want us to pass on your details, please write to our customer care department at our Central Sales Office, email us at customercare@alexandra.co.uk or phone 0845 245 5020.

11. Default

11.1 If you:-

11.1.1 fail to make any payment to us when due;

11.1.2 breach the terms of this Contract and, if the breach is capable of remedy, have not remedied the breach within 14 days of receiving notice requiring the breach to be remedied;

11.1.3 persistently breach any one or more terms of this Contract;

11.1.4 pledge or charge any Goods which remain our property, or cease or threaten to cease to carry on business, or propose to compound with Your creditors, apply for an interim order under Section 252 Insolvency Act 1986 or have a Bankruptcy Petition presented against you, enter into voluntary





or compulsory liquidation, have a receiver, administrator or administrative receiver appointed over all or any of Your assets, or take or suffer any similar action in any jurisdiction;

11.1.5 appear to us due to Your credit rating to be financially inadequate to meet Your obligations under the Contract; and/or

11.1.6 appear reasonably to us to be about to suffer any of the above events;

then we shall have the right, without prejudice to any other remedies, to exercise any or all of the rights set out in clause 11.2 below.

11.2 If any of the events set out in clause 11.1 above occurs in relation to you then:-

11.2.1 we may enter, without prior notice, any of Your premises (or premises of third parties with their consent) where Goods owned by us may be and repossess and dispose of or sell any Goods found which are owned by us so as to discharge any sums due to us under this Contract or any other agreement with you;

11.2.2 we may require you not to re-sell or part with the possession of any Goods owned by us until you have paid in full all sums due to us under this Contract or any other agreement with you;

11.2.3 we may withhold delivery of any undelivered Goods and stop any Goods in transit;

11.2.4 we may cancel, terminate and/or suspend without liability to you any agreement with you; and/or

11.2.5 all monies owed by you to us shall forthwith become due and payable.

11.3 We shall have a lien over all property or Goods belonging to you which may be in our possession in respect of all sums due from you to us.

11.4 Upon the termination of the Contract for any reason if any monies due to us from you have not been paid within 14 days of the due date we may sell any property or Goods over which we have a lien in accordance with clause 11.3 above (and you agree that we may give good title for such property and/or Goods) and shall apply the proceeds of sale firstly in discharging any costs or expenses of sale, secondly in repaying any interest owed by you to us, thirdly in payment of any principal sums owed to us and fourthly we shall account to you for the remainder (if any).

12. Limitations on liability

12.1 We shall have no Liability for any defect in the Goods caused or contributed to as a result of the Goods being used for display or demonstration purposes or being handled by your customers.

12.2 We shall have no Liability for defective Goods where the defect has been caused or contributed to by you to the extent so contributed.

12.3 We shall have no Liability to you if the price for the Goods has not been paid in full by the due date for payment.

12.4 We shall have no Liability to you for defective Goods, Goods not despatched or Goods damaged or lost in transit unless the event is notified to us within the appropriate time limit set out in this Contract.

12.5 We shall have no Liability for additional damage, loss, liability, claims, costs or expenses caused or contributed to by your continued use of defective Goods after a defect has become apparent or suspected or should reasonably have become apparent to you.

12.6 You shall where reasonable give us a reasonable opportunity to remedy any matter for which we are liable before you incur any costs and/or expenses in remedying the matter yourself. If you do not do so we shall have no Liability to you.

12.7 You shall where reasonable produce to us written evidence of any claims for which it is alleged that we are liable together with written details of how loss was caused by us and the steps you have taken to mitigate the loss before we shall have any Liability for the claim by you.

12.8 We shall have no Liability to you to the extent that you are covered by any policy of insurance and you shall ensure that your insurers waive any and all rights of subrogation they may have against us.

12.9 We shall have no Liability for any matters which are outside our reasonable control.

12.10 If there are any typographical errors in brochures, catalogues and/or on Alexandra's website, Alexandra shall have the right to cancel the order and you can reorder on the basis of the corrected information.





12.11 We shall have no Liability to you for any:

- 12.11.1 consequential losses;
- 12.11.2 loss of profits and/or damage to goodwill;
- 12.11.3 economic and/or other similar losses;
- 12.11.4 special damages and indirect losses; and/or
- 12.11.5 business interruption, loss of business, contracts, opportunity and/or production.

12.12 You shall be under a duty to mitigate any loss, damage, costs or expenses that you may suffer (including by maintaining an adequate stock of Goods).

12.13 Our Liability to you in relation to any one order shall not exceed the value of such order. To the extent that any of our Liability to you would be met by any insurance of Ours then our Liability shall be extended to the extent that such Liability is met by such insurance.

12.14 Each of the limitations and/or exclusions in this Contract shall be deemed to be repeated and apply as a separate provision for each of:

- 12.14.1 Liability for breach of contract;
- 12.14.2 Liability in tort (including negligence);
- 12.14.3 Liability for breach of statutory duty; and
- 12.14.4 Liability for breach of Common Law.

except clause 12.13 above which shall apply once only in respect of all the said types of Liability.

12.15 Nothing in this Contract shall exclude or limit our Liability for death or personal injury due to our negligence or any Liability which is due to fraud or any other liability which it is not permitted to exclude or limit as a matter of law.

12.16 All warranties, terms, conditions and duties implied by law relating to fitness, quality or adequacy are excluded to the fullest extent permitted by law.

12.17 Nothing in this Contract shall exclude or limit any of Your statutory rights which may not be excluded or limited due to you acting as a consumer. Any provision which would be void under any consumer protection legislation or other legislation shall to that extent, have no force or effect.

12.18 The limitations in this Contract are necessary in order to allow us to provide the Goods at our current prices.

12.19 If you require greater protection then we will agree to modify the limitations and extend our guarantees in return for the payment of a higher price for the Goods.

13. Force majeure

13.1 Where we are unable to perform due to any circumstances beyond our control we may suspend performance while those circumstances subsist and any agreed date or period for delivery shall be regarded as extended accordingly. If any period of suspension of deliveries lasts for more than three months, either party may cancel the contract by written notice without penalty.

14. Returns policy

14.1 If any garments are not required for any reason we will be happy to replace them or to refund their value provided that; (a) they are returned to us carriage paid, unused (other than for the purpose of trying on the garment), within thirty days of delivery; (b) our invoice relating to the relevant Goods has been paid by the due date; and (c) a written note is enclosed quoting the invoice number and stating the reason for the garments being returned. Goods returned are done so at your risk and you are advised to use a service which provides a guarantee of delivery. This returns policy does not apply to altered, bespoke and/or personalised garments.

15. Repairs and replacements

15.1 We will at our option either refund the price, repair or replace free of charge any defective Goods where the defect is apparent on inspection provided that the defect is notified to us within 14 working days of delivery of such Goods.

15.2 Any defective Goods must where reasonable be returned to us for inspection if requested by us before we will have any liability for defective Goods. If the Goods shall prove to be defective then we shall reimburse you for the cost of returning the defective Goods.

15.3 We may at our sole discretion replace, repair free of charge or refund the price of defective Goods which are not notified to us within the specified time limit where in our opinion the defect would not have been ascertainable on inspection and has been notified to us as soon as reasonably practicable.





15.4 We will at our option either refund the price of or replace free of charge any Goods missing from a delivery of Goods provided that the missing items are notified to us within 5 working days of delivery or, in the event of total non-delivery, this fact is notified to us within 5 working days of receipt of the invoice by you.

16. Cancellation

16.1 If an order for personalised or altered garment is cancelled for any reason you will be charged for any garment, labour or fabric costs that have been incurred in processing the order up to the time of cancellation.

17. Warranties and liability

17.1 Alexandra warrants that the Goods will correspond with their specification and will be free from defects in material and workmanship. In addition, garments constructed from speciality workwear fabric will be guaranteed for a period of eighteen months from purchase. Both of these warranties are subject to the following conditions:

17.1.1 Alexandra shall not be liable; (i) in respect of any defect arising otherwise than from fair wear and tear, or arising from wilful damage, negligence, failure to follow care instructions, abnormal working conditions, misuse or alteration; (ii) if the total price for the Goods has not been paid by the due date; (iii) if the defect arises from any drawing, design or specification supplied by the customer.

17.1.2 Where Goods are faulty, Alexandra shall replace the Goods free of charge, rectify the fault, or refund the price of the Goods, and Alexandra shall have no further liability.

18. Samples

18.1 The production of any samples or test work for you shall, unless otherwise agreed in writing, be carried out at Your cost.

18.2 Any samples requested will be invoiced to you on dispatch and will be credited in full provided they are returned to us unused within thirty days of delivery otherwise the price, including any applicable post & packing and VAT becomes immediately payable.

18.3 If you approve any sample produced or test work performed by us then you shall have no claim in respect of, nor any right to reject, any Goods provided the Goods in question are of the

same description, specification, quality and fitness for purpose as the sample and/or test work as appropriate.

19. Rental

19.1 Any garment supplied under a rental or hire purchase agreement will be covered by separate Terms & Conditions.

20. General

20.1 In an effort to continually improve our service to our customers, telephone calls may be recorded for training purposes.

20.2 No waiver by us of any breach of this Contract shall be considered as a waiver of any subsequent breach of the same provision or any other provision.

20.3 You shall not assign Your interest in the Contract (or any part) without our written consent. We may assign our interest in the Contract (or any part) without your written consent.

20.4 All third party rights are excluded and no third party shall have any right to enforce this Contract. This shall not apply to members of our group from time to time who shall, subject to our consent, have the right to enforce this Contract as if they were us. Any right of a third party to enforce this Contract may be varied and/or extinguished by agreement between the parties to this Contract without the consent of such third party.

20.5 You agree that you will keep confidential and not use except for purposes contemplated by this Contract all information relating to the Goods which may be disclosed to you except where such information is public knowledge or it is required to be disclosed by law.

20.6 This contract shall be governed by the laws of England and both parties shall submit to the non-exclusive jurisdiction of the English Courts.

