

# Cope & Timmins

England 1760

## TRADE USER ACCOUNT STANDARD TERMS & CONDITIONS OF BUSINESS

### Preamble

The Trade User account has been designed to give easy access to our trade products, services and prices for the "buy for the project" trade buyer. Once approved it does not have a minimum monthly purchase value and can be accessed at any time through our Website. Subject to the compliance of our terms and conditions your account may remain dormant for long periods up to 12 months. The Trade User account is a proforma account requiring payment at the point of purchase.

We will be happy to open a Trade User account for the following types of businesses designers, curtain makers & fitters, developers, contractors, hotels, nursing homes and boat builders etc.

We do not open Trade User accounts for online retailers. Please note these terms and conditions restrict the resale of Copes product through online stores or auction sites. Confirming acceptance of these terms and conditions will be required prior to Copes opening your Trade User account.

### Statutory Rights

Nothing in these terms and conditions will affect your statutory rights.

### Definitions

The following definitions will apply to these terms and conditions

**"Copes" & "Us"** Shall mean Cope & Timmins UK Ltd

**"Website"** shall mean <http://www.copes.co.uk/>

**"Trade User", "Buyer" & "You"** shall mean anybody who has been granted a Trade User account and using the services provided by the Website, including but not limited to purchasing of goods through the Website.

**"Goods"** shall mean all products and services offered for sale or sold by Copes through the Website.

### Trade User Accounts

Trade Users will need to be registered with Copes and be approved as a Trade User to access additional services and account based trade prices. Copes reserve the sole right to open or close a Trade User account for whatsoever reason without explanation or notice.

### Website Use

Copes permits the use of the Copes Website, related services and the sale of its Goods, strictly in accordance with the following terms and conditions.

## **Precedence of Conditions**

These terms and conditions shall always prevail over any terms and conditions of the Trade User and will apply to all purchases made from the Website. These terms and conditions are subject to alteration at the sole discretion of Copes at any time providing the Trade User is given 14 days notice (via email) of any such change.

## **Non Acceptance (Terms and Conditions)**

Where You disagree with any aspect of these terms and conditions, You must immediately cease to use your Trade User account and the Website and contact Copes ([info@copes.co.uk](mailto:info@copes.co.uk)) to discuss your concerns. The act of using your Trade User account and the Website irrevocably confirms your agreement to these terms and conditions.

## **Purchasing Goods**

The right to purchase from Copes using a Trade User account is only available to individuals or businesses who accept our terms and conditions and have been issued with a valid credit or charge card by a bank that has authorised Copes to process a charge for total payment for Goods to be purchased.

In order to make purchases through the Website You will need to be logged in and You may need to provide additional information as requested to complete the transaction (delivery address etc).

Furthermore, You will be required to enter your payment details and confirm that You are the person referred to in the payment details prior to confirming the transaction. By making an offer to purchase

Goods You expressly authorise Copes to perform credit checks and where appropriate authenticate your identity, validate your payment method and to obtain authorisation for individual purchase transactions, as required.

Please refer to our privacy policy at [www.copes.co.uk](http://www.copes.co.uk) for further details on how we use your information.

## **Payments**

All Trade User Accounts are offered on a proforma basis. Payment will be required at the point of order.

However, where a Trade User is engaged in an exceptional project (larger than normal trading), Copes will consider granting the use of credit based terms to support the Trade User during the execution of the exceptional project.

## **Goods Availability**

Copes will use its "best endeavors" to ensure all Goods available for purchase on the Website are also available for dispatch with 5 working days of the order date. However, Copes cannot warrant or accept any liability whatsoever arising from non availability of goods. In the unlikely event Goods are not available from stock, Copes will notify the Trade User within 5 working days and arrange to refund any payment made.

## **Modifications (Goods)**

Copes reserves the right, without previous notice to alter from time to time names, designs, specifications or construction techniques without any obligations to incorporate such alterations in Goods already ordered or delivered to the Trade User.

## **Sales Territory (internet)**

The Trade User agrees to recognise the Internet as an exclusive sales territory for Copes to sell Copes Goods. The Trade User agrees not to resell Copes Goods (other than remnant stock) through online shops or online auction sites. Any infringement Copes' exclusive online territory will result in the immediate cancellation of the Trade user's account.

## Acceptance, Title and Risk

The title (ownership) and risk of the Goods passes to the Trade User upon signing for and accepting the Goods from the Carrier as in good condition. All responsibility for the Goods including their safe keeping passes to the Trade User once the goods are accepted from the Carrier as in good condition. Any Goods which display outer packaging damage must be refused and not signed for. You must instruct the carrier to return Goods to sender. All goods must be formally accepted by signing for them.

Where you have confirmed the Goods should be delivered to a third party address, the third party is acting as your agent and will accept the Goods on your behalf. The title of Goods passes to the Trade User upon the signature of your nominated agent. Please make them aware of the need to check the Goods prior to acceptance.

It is your reasonable responsibility to ensure the packages are in good condition prior to signature and acceptance.

## Unavailable (to take delivery)

If you are not in to accept your delivery, our carrier will leave a card and it is your responsibility to call the depot to rearrange a delivery date or alternatively you can arrange collection from the carrier's hub. Proof of ID and address will be required. Your item will be held for 14 days.

If you do not contact our carrier within the 14 days to rearrange the delivery your order will be returned to us. You will be charged a standard carriage return fee of £15.00. If you then require the item to be redelivered there will be a new delivery charge payable before the item can be rebooked. If you do not want to arrange a redelivery, we will refund you the cost of the item less the return fee and initial delivery charge.

In the unlikely event of the product being damaged inside the undamaged transit packaging, please contact us at [info@copes.co.uk](mailto:info@copes.co.uk) within 2 working days from receipt of your order to prevent voiding the transit insurance.

## Returns (Made to Measure)

As made to measure Goods (including trimmed down poles) are produced to the Trade User's own specification, Copes are unable to accept returns back to stock. Please ensure all measurements are correct prior to completing your purchase.

## Returns (Standard Goods)

We operate a "no quibble" 30 day returns policy for all standard Copes Goods subject to the following conditions.

(1) Goods are returned before 30 days from the purchase date. After the expiry of 30 days

Copes will not be under any obligation to accept returned goods and will only do so at Copes sole discretion by offering a refund as a store credit only.

(2) The Goods and packaging are returned in a saleable condition free from damage and marks.

(3) The Trade User contacts Copes and acquires a Goods Returns Number (GRN) and includes this number in clear print on the address label with the parcel marked as "Returned Goods".

*Please note: Returned goods will not be accepted by Copes unless the **GRN** is clearly visible on the address label.*

(4) The Trade User must ensure the return packaging is adequate to prevent damage.

(5) The Trade User is responsible for the return delivery and Goods transit insurance costs.

Upon confirmation that the returned Goods have been received in a saleable condition, the refund will be credited to the original User's credit / charge card. No refunds will be made to any third party account.

Where Goods arrive at Copes with a damaged outer packaging, Copes will refuse to accept the Goods from the Trade User's carrier and it is the Trade User's sole responsibility to reclaim any loss incurred as a result of transit damage.

Where Goods and packaging are not received back in a saleable condition Copes are under no obligation to accept the return of the Goods or refund the Trade User the purchase amount.

## **Delivery**

Copes expressly reserves the right to effect delivery of any Goods in whatever form they may consider most appropriate. Copes will endeavor to dispatch all Goods within 5 working days unless stated otherwise on the Website.

Copes reserves the right at its sole discretion from time to time to adjust zone delivery charges and the methods of application of such charges without further notice.

All current and applicable delivery charges are available at [www.copes.co.uk](http://www.copes.co.uk)

## **Colours (Images & Monitors)**

Copes has made every effort to accurately represent colour and textures of all products displayed on the website. However, as monitors and display devices vary, Copes cannot guarantee that your viewing device displays the colour and textures completely accurately.

## **Copyright**

The content of the Copes website is for purposes of communication and commercial activity of Copes only. The User may not use, distribute, transmit, reproduce, create derivative work, use for advertising or sell any content without the written permission of Copes.

This applies to all Trade Users and includes but not limited to the copying of trade marks, logo's, images or text in any form and for any use whatsoever. A Trade User account does not allow the automatic use of Copes intellectual property assets.

The Trade User is strictly forbidden from publishing or displaying any of Copes intellectual property including but not limited to trade marks, logo's, images or text in any form and for any use whatsoever online in any medium including the Trade User's own website or social networking sites without the written approval of Copes

## **Product & Packaging Intellectual Property**

No intellectual property rights whatsoever including but not limited to patents, trade marks, design (including unregistered design rights) or copyright (images or text) contained with the Goods passes to the Buyer upon purchase of the Goods. The Buyer may not copy or create derivative work in any form whatsoever with the written permission of Copes.

## **Infringement Reporting**

Trade Users are required to report any perceived infringement of the Copes intellectual property rights including but not limited to product copies, apparent unauthorised trade mark use or unauthorised use of Copes images or merchandising information / product.

## **Relationship**

You agree that no joint venture, partnership, employment or agency agreement is formed as a result of using a Trade User account. The Trade User agrees not to hold themselves, project themselves or offer themselves out as a representative, employee, agent or business partner of Copes.

## **Site Use**

You will be personally responsible for your use of the Copes Website. If Copes determine that you or your representative are or have been engaged in prohibited activity, not respective of other users or have committed an infringement of the Copes terms and conditions, your Trade User account may be terminated with Copes without further notice.

## **Confidentiality Conditions**

Trade User agrees to treat all communications and information and data provided by Copes as private and confidential (Trade Secret) without exception, including but not limited to terms of business, design developments, merchandising programmes, prices, discounts, processes, communications and performance related data.

Copes agrees to treat all communications and information and data provided by the Trade User as private and confidential (Trade Secret) without exception, including but not limited to terms of business, design developments, merchandising programmes, prices, discounts, processes, communications and performance related data.

## **Indemnity**

At the request of Copes, You agree to indemnify Copes and defend us (including our officers, employees, agents, representatives and business partners) from and against all liabilities including but not limited to legal fees arising from any breach of these terms and conditions by You, including the use by any other persons accessing this site using your account, caused by your action or inaction.

## **Trade User Account Closure**

Copes at its sole discretion may close a Trade User account for whatsoever reason without further explanation providing 14 days notice (via email) is given the Trade User account holder.

## **Legal Jurisdiction**

These terms and conditions shall be governed by and construed in accordance with English law. All parties irrevocably submit to the jurisdiction of the English courts for the purpose of hearing and determining any dispute arising out of these terms and conditions.

