

The Buying Group

Terms of Business

The Customer's attention is drawn in particular to the “Limitation of Liability” and Disclaimer provisions in Clauses 8 and 9

These Terms of Business (the “**Conditions**”), together with any and all other documents referred to herein, set out the terms under which we provide goods/services to you through this website. Please read these Conditions carefully and ensure that you understand them before placing any order with us.

Our website (and our affiliated sites) are owned and operated by the Buying Group, formed of Samedeal Ltd, Registered Number 07977346, whose registered office is at 85 Ilkeston Road, Trowell, Nottingham, NG9 3PY and its subsidiary companies and trading bodies, Heating and Kitchens PDBG Ltd and PLBG Ltd (the “**Supplier**”). Use of our site is subject to our Website Terms and Conditions of Use <https://thebuyinggroup.co.uk/route/pdf/terms-website.pdf> Please ensure that you have read them carefully and that you understand them.

1. **INTERPRETATION**

1.1 **Definitions.** In these Conditions, the following definitions apply:

Affiliate Suppliers: a third party merchant or stockist distributor to whom the Supplier may refer Customers for the Services.

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Charges: the charges payable by the Customer for Goods/Services ordered via our websites in accordance with “Charges and Payment” clause below.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with the Conditions.

Contract: the agreement / contract between the Supplier and the Customer for third party Goods/Services in accordance with these Conditions.

Customer: the person or firm who purchases Goods/Services from the Supplier or from the Affiliate Suppliers.

Goods: the household appliances, modernisation and refurbishment materials, and other products, materials and fittings sold by the Supplier and the Affiliate Suppliers through their respective websites at <https://samedeal.co.uk>, <https://heatingandkitchens.co.uk> and otherwise.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the

confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Member: any Customer who has subscribed for membership to access to discounted materials and procurement services (the “**Services**”) as such services are made available on our website at <https://thebuyinggroup.co.uk>.

Order: the Customer's order for Goods/Services via our website(s) (or those of the Affiliate Suppliers, as applicable).

Services: Access to discounted materials and procurement services supplied to the Customer by the Supplier via the Affiliate Suppliers.

Supplier: has the meaning defined in the paragraph above (preceding this Interpretation section).

1.2 **Construction.** In these Conditions, the following rules apply:

- (a) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a party includes its personal representatives, successors or permitted assigns;
- (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (d) any obligation on a party not to do something includes an obligation not to allow that thing to be done;
- (e) any phrase introduced by the terms **including, include, in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (f) a reference to **writing** or **written** includes faxes and e-mails.

2. **BASIS OF CONTRACT**

2.1 An Order constitutes an offer by the Customer's Affiliate Supplier to purchase Goods/Services in accordance with these Conditions, which the Supplier may at its sole discretion accept.

2.2 Our site will guide you through the ordering process, part of which may redirect Customers to other websites and Affiliate Suppliers. The Contract shall come into force when the Customer clicks "I Agree" to these Terms and Conditions and the Supplier sends an email confirmation (Commencement Date).

2.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.

2.4 Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's catalogues or

brochures, are issued or published for the sole purpose of giving an approximate idea of the Goods/Services described in them. They shall not form part of the Contract or have any contractual force.

2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.6 Any quotation given by the Supplier shall not constitute an offer, and is typically only valid until the final day of the month in which the quote was given. To check the accuracy of a given quote please contact info@thebuyinggroup.co.uk

3. SUPPLY OF GOODS/SERVICES

3.1 Our Services are only available to Members. Discounted materials available to Customers as a result of its membership with the Buying Group are strictly for the

Customer's own property portfolio. Customers are strictly prohibited from purchasing such discounted materials and selling them to third parties. Failure to comply with this restriction will constitute a material breach of this Contract and result in termination of the Customer's membership and access to the associated discounts.

3.2 Membership is billed annually and is due immediately upon submission of an Order for the same (which can be made by following the online prompts on our website).

3.3 The Supplier shall supply the Goods/Services to the Customer in accordance with the Order in all material respects.

3.4 The Supplier shall use all reasonable endeavours to meet any performance dates agreed with the Customer, but any such dates shall be estimates only and time shall not be of the essence for performance or delivery.

3.5 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill and that any Goods supplied will be of satisfactory quality, fit for purpose as described at the time of purchase, in accordance with any

pre-contract information provided and supported by a corresponding manufacturer's warranty.

4. **CUSTOMER'S OBLIGATIONS**

4.1 The Customer shall:

- (a) ensure that the terms of the Order and any information it provides in the Order are complete and accurate;
- (b) co-operate with the Supplier in all matters; and
- (c) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Goods/Services, and ensure that such information is accurate in all material respects. This may include, but not necessarily be limited to, satisfactory evidence of your status as a residential landlord or property developer by way of uploading details of your property

portfolio to the Supplier. Members are required to maintain their property portfolio on an ongoing basis, such that properties which have been sold and new properties acquired are promptly removed/added. Members must also inform the Supplier immediately in the event that they cease to qualify for eligibility as a residential landlord.

4.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

(a) the Supplier shall without limiting its other rights or remedies have the right to suspend performance/delivery until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

(b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause; and

(c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

5. **CARDS, CHARGES AND PAYMENT**

5.1 The Charges shall be as set out in the Order (which in the case of the Services is currently £50 plus VAT per annual subscription) or, if no price is quoted, the price set out in the Supplier's published price list in force on the relevant website as at the Commencement Date. Membership cards ("**Cards**") give Customers the opportunity to receive the exclusive access to discounted materials and procurement

services on certain products and services offered by our Affiliate Suppliers. Cards are personal to each Customer and the privileges and discounts are redeemable only by that Customer and may not be shared with third parties. Customers are responsible for keeping their Cards safe and secure and for ensuring that they are not used by any unauthorised parties. Cards must be presented to the applicable Affiliate Supplier in order to authenticate eligibility and redeem the relevant discounts and benefits. If a Card is lost or stolen, or if Customers require additional Cards for other members of their organisation, an additional Card fee of £15 (plus VAT) will be due by the Customer to the Supplier.

5.2 The Charges shall be payable in advance in full and cleared funds upon placement of an Order. Payment shall be made in the manner and/or to the bank account nominated by the Supplier, which shall be via PayPal for our Member subscription Services, and via PayPal, Visa, MasterCard, American Express or Visa Debit for Goods. Time of payment is of the essence. Our Member subscriptions renew automatically and you will be automatically billed on the renewal anniversary date each year unless you terminate the Contract in accordance with these Conditions.

5.3 Unless otherwise stated, Charges will be exclusive of amounts in respect of value added tax (VAT).

5.4 Charges include administrative fees and the cost of posting the Card to a Member via first-class post

5.5 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

5.6 The Supplier makes all reasonable efforts to ensure that all prices shown are correct at the time of going online. However, certain prices shown to the Customer are issued by Affiliate Suppliers. These prices are provided in good faith and the Supplier cannot be held liable for any errors or omissions relating thereto. Discounted prices may be subject to availability and variation. The Supplier and Affiliate Suppliers reserve the right to change prices and to add, alter, or remove special offers from time

to time and as necessary. Changes in price will not affect any Order that Customers have already placed.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Supplier.

6.2 The Customer acknowledges that, in respect of any third party Intellectual Property Rights, the Customer's use of any such Intellectual Property Rights is conditional on the Supplier obtaining a written licence from the relevant licensor on such terms as will entitle the Supplier to license such rights to the Customer.

7. **CONFIDENTIALITY**

A party ('receiving party') shall keep in strict confidence all technical or commercial know-how, prices, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party ('disclosing party'), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause shall survive termination

of the Contract. Breach of this clause shall constitute a 'material breach' for the purposes of clause 10.2.

8. **LIMITATION OF LIABILITY**

8.1 Clause headings are inserted for convenience only and shall not affect the interpretation of these Conditions.

8.2 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other matter for which it would be unlawful for the Supplier to exclude or attempt to exclude its liability.

8.3 Subject to the aforesaid:

- (a) the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of business, interruption to business, for any loss of business opportunity, or any indirect or consequential loss arising under or in connection with the Contract; and
 - (b) the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Charges paid by the Customer in the six-month period preceding the claim.
- 8.4 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 8.5 This clause shall survive termination of the Contract.

9. **DISCLAIMER**

9.1 The Services supplied to Customers may contain data, information, and other materials and content created and/or compiled by the Supplier or by Affiliate Suppliers. Some of the data or information is obtained from public or third party sources. While the Supplier believes that the sources used when providing the Service are generally reliable, the Supplier has no duty to pre-screen sources and are not liable for any failure or delay in third party information posted on its websites.

9.2 Any orders for discounted products purchased as a result of the Services are made between the Customer and the Affiliated Supplier directly. We are not a party to any contract, arrangement, understanding or other transaction entered into with such third party providers and shall have no liability in relation thereto. We have no control over our Affiliate Suppliers and make no representations or guarantees concerning third party products sold. Customers must satisfy themselves that the

suitability, fitness for purpose and terms on which they buy such third party products are adequate.

9.3 The Customer agrees that they must evaluate, and bear all risks associated with, the use or purchase of any third party products, and that under no circumstances will the Supplier be liable in any way for any loss or damage incurred as a result of the use of any such products or reliance thereon.

10. **TERMINATION**

10.1 Members may terminate their subscription by contacting us in writing or by stopping the recurring annual membership payments. Any unused portion of a cancelled annual subscription shall not be refunded. Members may also terminate their subscription and receive a full refund within 14 days provided they do so within 14 days of the Commencement Date and have not yet purchased any Goods/Services.

10.2 Without limiting its other rights or remedies, the Supplier may suspend or terminate the provision of the Goods/Services under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under this Contract on the due date for payment, otherwise repeatedly or materially breaches these Conditions, or the Supplier believes that the Customer may be unable to pay its debts as and when they fall due.

10.3 Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.

11. CONSEQUENCES OF TERMINATION

On termination of the Contract for any reason:

- (a) any discounts to which the Customer was entitled as a Member will cease to apply;

- (b) any Card issued to a Member must be destroyed and no refund will be due;
- (c) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- (d) clauses which expressly or by implication survive termination shall continue in full force and effect.

12. **FORCE MAJEURE**

12.1 For the purposes of this Contract, **Force Majeure Event** means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot,

civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

12.2 The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

12.3 If the Force Majeure Event prevents the Supplier from providing any of the Services for more than 10 days, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

13. **GENERAL**

13.1 **Assignment and other dealings.**

(a) The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

(b) The Customer shall not, without the prior written consent of the Supplier, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract or assign any of the discount privileges available as part of the Services.

13.2 Notices.

- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing via email, to info@thebuyinggroup.co.uk in the case of the Supplier and to the email address entered when the Customer places an Order in the case of the Customer, .
- (b) A notice or other communication shall be deemed to have been received= one Business Day after transmission.

- (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

13.3 Severance.

- (a) If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- (b) If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

13.4 Waiver.

A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

13.5 No partnership or agency.

Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

13.6 Third parties.

A person who is not a party to the Contract shall not have any rights to enforce its terms.

13.7 Variation.

The Supplier may revise these Conditions from time to time in response to changes in relevant laws and other regulatory requirements. If we change these Conditions as they relate to your subscription, we will give you reasonable advance notice of the changes and provide details of how to cancel if you are not happy with them. Except as set out in these Conditions, no other variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Supplier.

13.8 Governing law.

This Contract, and any dispute or claim arising out of or in connection with it 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.

13.9 Jurisdiction.

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).