

Terms and Conditions of Sale

Version 3.1 Updated 1/6/2022

The Website www.bulkworkwear.co.uk (hereinafter referred to as "Website", "Site") is owned and operated by Aims Global Ltd T/A Bulkworkwear, a company registered in England and Wales under company number 11230629 with its registered office at 362 Derby St, Bolton, BL2 1BY, United Kingdom, hereinafter referred to as the "Website Owner", "Seller", "Company", "We", "Us" or "Our". These Terms and Conditions alongside with our [Privacy Policy](#), [Cookies Policy](#) and the [Returns Policy](#) form the basis of contract between You (hereinafter referred to as "Users", "Clients", "Buyers", "You" or "Your"), being the user of our site www.bulkworkwear.co.uk to view, browse, or anyhow use the information contained on our Site, or anyhow order goods from the Company or use the services provided by the Company, hereby detailed within these Terms and Conditions. Your access and use of the information contained herein is subject to the following Terms and Conditions and all the applicable laws. By accessing and browsing this Website and/or making an Order from our Company anyhow, You accept, without limitation or qualification, these Terms and Conditions. These Terms and Conditions constitute a binding contract between You and the Company. Your agreement to comply with and be bound by these Terms and Conditions is deemed to occur upon your first use of this Website or upon your first Order from the Company by any means. If you do not agree to these Terms and Conditions, please stop using this Website immediately and/or stop proceeding with your Order.

1. Definitions and Interpretation

1.1 In these Terms and Conditions (the "Conditions"), the following definitions shall apply:

"Business Day/ Working Day"	means a day (other than Saturday, Sunday or a public holiday in the UK) when banks in London are open for business;
"Buyer"	means a person or persons, physical or legal, or any other entity that purchases the goods and/or services from the Seller via this Site or otherwise;
"Content"	means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Web Site;
"Contract"	means a binding agreement between the Seller and the Buyer for the supply of goods and/or services in accordance with these Conditions;
"Day"	means any calendar day;
"Order"	means the Buyer's order for the supply of goods and/or services offered on this Site or otherwise by the Seller and as set out in the Buyer's purchase order form, or the Buyer's written acceptance of the Seller's quotation, as the case may be;
"Parties"	means any and all parties hereby mentioned and bound by these Terms and Conditions, including but not limited to the Seller and the Buyer.
"Personal Information"	means any information relating to an identified or identifiable natural person and the information referred to in Our Privacy Policy and Cookies Policy ;
"Seller"	means Aims Global Limited, a company registered in England and Wales under company number 11230629 with its registered office at 362 Derby St, Bolton, BL2 1BY, United Kingdom;
"Service"	means collectively any online facilities, tools, services or information that the Website Owner makes available through the Website either now or in the future as well as the provision of services defined in Section 2 of these Terms and Conditions;
"Site"	means the Seller's website, www.bulkworkwear.co.uk
"System"	means any online communications infrastructure that the Website Owner makes available through the Website either now or in the future. This includes, but is not limited to, web-based email, message boards, live chat facilities and email links;
"Use"	means but not limited to use, copy, publicly perform or display, distribute, modificative, translate and/or create derivative works through this Website;
"Users"	means any third party that accesses the Website and is not employed by the Website Owner and acting in the course of their employment.
"Written notice", "in writing"	a notice by either Party in writing by means of sending an email or letter to an official address specified by either Party when entering into this Contract. All notices given by the Buyer to the Seller must be given to Aims Global Limited at 8 Saville St, Bolton, BL2 1BY, United Kingdom, via email to: sales@bulkworkwear.co.uk .

1.2 In these Conditions, the following rules apply:

- 1.2.1 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 1.2.2 any use of terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to the same;
- 1.2.3 the headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.
- 1.2.4 a reference to a party includes its successors or permitted assigns;
- 1.2.5 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;
- 1.2.6 any phrase introduced by these Conditions include in particular any or all similar expressions and shall be construed as illustrative and shall not limit the sense of the words preceding such terms; and
- 1.2.7 a reference to writing or written includes faxes and e-mails.
- 1.2.8 The Seller may give notice to the Buyer at either the e-mail address, postal address, or via fax to the number, that the Buyer provides to the Seller when placing an order. Notice will be deemed received and properly served immediately when posted on the Seller's website, 24 hours after an e-mail or fax is transmitted, and three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee, and in the case of a fax, that such fax was sent to the fax number specified by the addressee and confirmation of transmission was received.

2. Use of our Website

- 2.1 The Users may not, whether through the use of additional software or by any other means: data mine or conduct automated searches on the Website or the data contained in it, access, monitor or copy any content or information of this Website using any robot, spider, scraper or other automated means or any manual process for any purpose without Our express written permission.
- 2.2 The Users may not take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure.
- 2.3 The Users may not use techniques to "frame", "mirror" or otherwise incorporate any part of this Website into any other website without Our prior written authorisation.
- 2.4 As a condition of Your use of this Website, You warrant to the Company that You will not use this Website for any purpose that is unlawful or prohibited by these Terms and Conditions.
- 2.5 The Service is provided "as is" and on an "as available" basis. We give no warranty that the Service will be free of defects and / or faults. To the maximum extent permitted by the law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.
- 2.6 The Website Owner accepts no liability for any disruption or non-availability of the Web Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.
- 2.7 The Website does not provide any warranty or representation that it is free from infection by viruses or anything else that has contaminating or destructive properties.

3. Products & Services

- 3.1 The products and/or services provided by the Company and specifically displayed on this Site shall be referred to as "goods".
- 3.2 Such goods may be available exclusively online through this Website. These products or services may have limited quantities and are subject to return or exchange only according to our [Return Policy](#).
- 3.3 The Seller has made every effort to display as accurately as possible the colours and images of our products that appear at the store.
- 3.4 The Seller cannot guarantee that your computer's and/o any other electronic device's monitor display any or all the colours accurately.
- 3.5 The Seller cannot guarantee exact colour matching of garments. A reasonable tolerance of garment colour shading is to be given. Dying during the manufacturing process of garments is out of the seller's control. Colour shades will often differ from batch to batch.
- 3.6 The Seller reserves the right, but is not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. The Seller may exercise this right on a case-by-case basis.
- 3.7 The Seller reserves the right to limit the quantities of any products or services that offered. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of the Seller. The Seller reserves the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.
- 3.8 Discount codes cannot be applied to existing deals, bundles packs and can only be used in conjunction with the sellers Site.
- 3.9 Discount code usage is applied at the sole discretion of the Seller.
- 3.10 All/any goods that are personalised may have slight unavoidable production markings from removable tailor's chalk or stickers or may have other removable markings. This does not render the goods as damaged or faulty.
- 3.11 The Seller shall not be liable to you or to any third-party for any modification, price change, suspension, or discontinuance of the Service.

4. Artwork

- 4.1 In the event of the Buyer wishing to make changes in Artwork, Designs or other aspect of any Order, such requests must be given by the Buyer to the Seller in writing. The Seller will make the changes in accordance with this request but reserve the right to charge the Buyer additional charges to make such changes. The Seller will notify the customer of the costs at the time of the request. No Changes will be made until full payment has been made. The Seller also reserve the right to amend the initial delivery time frame should any changes to an order be required. The Seller will not commit to any orders requiring new artwork until artwork is signed and approved by the Buyer.
- 4.2 The Seller produces and prints such Orders for the Buyer per the files, specifications and instructions which The Buyer provides. The Seller will notify the buyer of any recognisable errors.
- 4.3 Reasonable tolerance for accuracy and likeness will be allowed compared to the original design submitted by the Buyer, due to design output, machinery, materials and thread options. However, the Seller will ensure embroidery and print will be carried out to the highest quality and best possible accuracy.
- 4.4 **THE BUYER IS RESPONSIBLE FOR THE APPROVAL OF PROOFS, PROOF READING, AND ERRORS.**
- 4.5 It is the sole responsibility of the Buyer to check spelling, grammar, layout, and design before approving artwork. Work that has been approved or provided and contains errors after production, The Buyer will be responsible for full production costs (setup charges, printing, and materials), as well as the cost for producing the work a second time, if the Buyer requests the seller to do so. The seller will only provide by default, Visuals, and artwork of 1 garment type and 1 colourway per order. The buyer can request visuals for each garment type and each colourway prior to approving visuals and artworks.
- 4.6 **THE BUYER IS RESPONSIBLE FOR 100% OF APPROVALS AND COPYRIGHTED, TRADEMARKED, AND LICENSED AGREEMENTS OF ARTWORK.**
- 4.7 The Buyer's email or other approval or signature of said artwork is contractually binding for payment for such goods.
- 4.8 All artwork which is provided will be produced as is, unless it is brought to the Seller's attention to make changes beforehand. All artwork the seller designs must be approved by the Buyer before an order can enter production.

5. Embroidery

- 5.1 When requesting goods that involve artwork and/or embroidery print the Buyer must ensure that any artwork provided is clear, especially in the cases where there may be fine detail or text.
- 5.2 The Seller may have to make some necessary changes to provided artwork due to the colour of the garment or performance reasons.
- 5.3 The Seller may have to increase font sizes to embroider/print text clearly
- 5.4 The Seller may have to remove outlines
- 5.5 The Seller may have to remove gradients & drop shadows
- 5.6 The Seller may have to change the colour of the buyer's logo
- 5.7 The Seller agrees to carry out the requirements of the buyer in accordance with written specifications supplied by the buyer to the seller and recorded in writing between the parties.
- 5.8 All artwork provided by the buyer should be in a format suitable for customisation.

6. Optional Tools

- 6.1 The Seller may provide the Buyer with access to third-party tools over which the Seller neither monitor nor have any control nor input.

- 6.2 The Buyer acknowledges and agrees that they provide access to such tools" as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. The Seller shall have no liability whatsoever arising from or relating to your use of optional third-party tools.
- 6.3 Any use by the buyer of optional tools offered through the site is entirely at the Buyer's risk and discretion and the buyer should ensure that they are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).
- 6.4 The Seller may also, in the future, offer new services and/or features through the Website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Conditions.
- 7. Placing Orders**
- 7.1 To place an Order on this Site, you must be at least 16 years old, or older if that is required under applicable law to enter into an agreement with Us.
- 7.2 You need an email address to place an Order, and you may need to set your browser to accept both (functional) cookies and pop-ups in order to be able to use all the functionalities of the Site, which includes designing customized items, adding items to your shopping bag and submitting your Order.
- 7.3 When you submit an Order we will send you an email acknowledging receipt of your order. Our acceptance of the order takes place when the relevant goods and/or services are provided to you - we will send you an email confirming that the goods have been shipped ("Order Confirmation"). At this point a Contract, containing these Terms and Conditions, comes into existence and is binding. We recommend that you print or download a copy of these Terms and Conditions and the relevant Order Confirmation for future reference. If we are unable to supply you with a certain goods, we will inform you of this in writing and We will not process the Order.
- 7.4 Fulfilment of all Orders is subject to availability. We explicitly reserve the right not to accept your Order for any reason. We also reserve the right to cancel a Contract by written notice to you in the following situations, without being liable for any damage or costs other than repayment of any amount received from you in relation to the Contract we cancelled.
- 7.5 When we receive an Order, We may run some checks on it before it is fulfilled. These checks may include verifying your address and checking for fraud. We run partly automated checks on all purchases to filter out unusual or suspect transactions, or transactions which can be identified as susceptible to fraud. Suspected fraud on the Site will be investigated and if necessary prosecuted.
- 8. Application**
- 8.1 The Order constitutes an offer by the Buyer to purchase goods and/or services in accordance with these Conditions.
- 8.2 The Order shall only be deemed to be accepted when the Seller issues written acceptance of the Order at which point, and on which date the Contract shall come into existence.
- 8.3 The Contract constitutes the entire agreement between the parties. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Seller, which is not set out in the Contract.
- 8.4 Any samples, drawings, descriptive matter, or advertising produced by the Seller and any descriptions or illustrations contained in the Seller's catalogues, brochures and/or on its Site are produced for the sole purpose of giving an approximate idea of the goods described in them and any measurements that are described as 'to fit' are for guidance only. They shall not form part of the Contract or have any contractual force.
- 8.5 Any variation(s) to these Conditions, including the introduction of any additional terms and conditions, shall only be binding when agreed to in writing and signed by a Director of the Seller.
- 8.6 Any quotation given by the Seller shall not constitute an offer and is only valid for the period as shall be specified on such a quotation.
- 8.7 The Buyer is responsible for ensuring that the terms of its Order and any applicable specification for the goods that are submitted to the Seller, including any related drawings, that are agreed by the Buyer and the Seller (the "Specification"), are complete and accurate.
- 8.8 The Buyer warrants that the Seller's compliance with the Specification shall not breach any third party's intellectual property rights and, to the extent that the goods are to be manufactured in accordance with the Specification, the Buyer shall indemnify the Seller against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Seller in connection with any claim made against the Seller for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Seller's use of the Specification. **This condition 2.8 shall survive the termination of the Contract.**
- 8.9 The Seller reserves the right to amend the Specification if required by any applicable statutory or regulatory requirements or for the ongoing improvement of the goods.
- 9. Prices and Payment**
- 9.1 You can find the available payment methods on the Website when trying to make an Order and in these Conditions as per clause 6 below. We do not accept any method of payment other than those directly specified on this Website or directly by Us. Please do not try to pay by any other way than specified there. If you do, we will not be liable for loss of the payment or any other damages that may result from this action.
- 9.2 Unless otherwise agreed upon by the Company in writing, the prices payable for the goods shall be those in the Order or, if no price is quoted, the price set out in the Seller's published price list as at the date at which the Seller issues written acceptance of the Order.
- 9.3 Any samples of goods specially produced or manufactured by or on behalf of the Seller for or in connection with the Contract will be chargeable and non-returnable.
- 9.4 At the Seller's absolute discretion, a surcharge of 5% per good may be made on Orders where size 3XL or bigger only is required.
- 9.5 Orders placed for goods via the Seller's Site totalling £200 or more (excluding VAT and delivery costs that are to be delivered to U.K. mainland locations and that are to be dispatched by the Seller will qualify for free delivery if, when the Order is acknowledged (or as the case may be the quotation is accepted) the goods are in stock. All other orders are subject to delivery costs as specified on the Order Confirmation.
- 9.6 Goods dispatched by special delivery of whatever kind at the Buyer's request are subject to a carriage surcharge.
- 9.7 VAT shall be added to all amounts payable by the Buyer, where applicable.
- 9.8 The Seller reserves the right to revise prices and/or delivery charges at any time, but changes will not affect Orders in respect of which the Seller has sent an acknowledgement of Order (or as the case may be, a quotation) to the Buyer.
- 9.9 The Site and the Seller's catalogues, brochures and/or on its Site each contain a large number of goods and it is always possible that, despite the Seller's best efforts, some of the goods listed on the Site and in the Seller's catalogues and/or brochures may be incorrectly priced. The Seller will normally verify prices as part of its dispatch procedures so that, where the correct price is less than the stated price, the Seller will charge the lower amount when dispatching the goods to the Buyer. If the correct price for the goods is higher than the price stated on the Site and/or in the Seller's catalogues and/or brochures, the Seller will normally, at its discretion, either contact the Buyer for instructions before dispatching the goods, or reject the Buyer's Order and notify the Buyer of such rejection.
- 9.10 The Seller is under no obligation to provide the goods to the Buyer at the incorrect (lower) price, even after the Seller has sent the Buyer an Order Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognised by the Buyer as an error.
- 9.11 Where the Seller has provided the Buyer with a quotation for the goods, this shall not constitute an offer. A quotation shall only be valid for the period of time expressly stated on the quotation.
- 10. Payment Terms**
- 10.1 Terms of payment, unless otherwise specified, are strictly net monthly (i.e. payment on or before the end of the month following the month during which the invoice is dated) and in default the Seller shall be entitled without notice to the Buyer (even if the Buyer has a contract with a third party) to terminate any outstanding order or quotation, to withhold and/or suspend supplies.
- 10.2 **Contra Charges:** The Seller reserves the right to offset any money owed by the Buyer to The Seller, against any money or goods which may be owed by The Seller to the Buyer for any reasons whatsoever. The Seller may implement this clause at its own discretion and at any time without prior notice.
- 10.3 When Placing an Order via Email or Telephone with the Seller, the Buyer is required to register its details with the Seller and open a credit or proforma account, as, at the Seller's discretion, the case may be.
- 10.4 The Buyer acknowledges and agrees that details of the Buyer's name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of the Seller in connection with opening a credit or proforma account.
- 10.5 The Buyer is responsible for maintaining the confidentiality of its user account and password and for otherwise preventing unauthorised access to the Buyer's account. The Buyer agrees to accept responsibility for all activities that occur under its account or password. The Buyer should inform the Seller immediately if it has any reason to believe that its password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorised manner.
- 10.6 The Seller reserves the right to refuse service, access to the Site, terminate accounts or cancel Orders at its absolute discretion. If the Seller cancels an Order, the Buyer will not be charged.
- 10.7 The following Conditions in this Clause 6 to these Terms shall apply in relation Credit Accounts holders and other clients notwithstanding.
- 10.8 The Buyer may apply for a Credit Account with the Seller which would allow the Buyer to pay for the goods after the Seller has provided the goods to the Buyer by requesting a Credit Account Application Form from the Seller. Once completed, the form must be returned to the Seller.
- 10.9 The Seller will assess the Buyer's eligibility for a Credit Account and if deemed eligible, the Seller will set up a Credit Account for the Buyer and the Buyer will be given access to a credit facility.
- 10.10 The Buyer's Credit Account will be subject to these Conditions and any other terms and conditions that the Seller may advise from time to time, which shall be agreed upon by both Parties.
- 10.11 The Buyer must comply with all terms and conditions that relate to its Credit Account, including the credit limit that the Seller places on the Credit Account.
- 10.12 The Seller will provide the Buyer with a statement on such Account at the expiry of each calendar month.
- 10.13 The Seller reserves the right to alter the amount of credit allowed to the Buyer either up or down, at its absolute discretion.
- 10.14 The Seller may suspend or close the Buyer's Credit Account immediately if the Buyer:
- 10.14.1 enters into a deed of arrangement or becomes bankrupt or compounds with his creditors or if a receiving order is made against him or if an order is made or a resolution passed for the winding up of the other party or if a Receiver is appointed over any of the Buyer's assets or undertakings or if the Buyer takes or suffers any similar or analogous actions in consequence of debt; or
- 10.14.2 if the Buyer commits a material breach of Contract and/or these Conditions and (if such a breach is remediable) fails to remedy that breach within 7 working days of the Buyer's notice in writing of such breach.
- 10.15 If the Seller suspends or closes the Buyer's Credit Account for any reason, the Buyer must settle any outstanding invoices immediately.
- 10.16 The Seller may invoice the Buyer for the goods on or at any time after the goods have been dispatched. All invoices sent will be sent via email to the email address provided by the Buyer upon placing an Order.
- 10.17 Payment of invoices shall be made in advance without any deduction or withholding except as required by law and the Buyer shall not be entitled to assert any credit, set-off or counterclaim against the Seller in order to justify withholding payment of any such amount in whole or in part. The Seller may at any time, without limiting any other rights or remedies it may have, set-off any amount owing to it by the Buyer against any amount payable by the Seller to the Buyer.
- 10.18 The Buyer can settle any invoices by direct debit, credit card, debit card, BACS, CHAPS or Via the Site.
- 10.19 The Seller reserves the right to surcharge the Buyer should payment be offered by credit card.
- 10.20 The Buyer is responsible for any bank or other charges which it incurs as part of its payment to the Seller.
- 10.21 Any payments that the Buyer makes by cheque that bounce will incur a £20.00 surcharge.
- 10.22 Time of payment is of the essence.
- 10.23 The Seller reserves the right to charge interest on overdue accounts at the rate of 5% over HSBC Bank Plc's base rate to run from the due date for payment until receipt by the Seller of the full amount, before any official judgement or representation has been made.
- 10.24 Products specified as NO VAT may have additional terms which qualify customers for NO VAT.
- 10.25 For safety footwear, purchases made by individuals, qualifies for no VAT. However, purchases made for employees will be subject to VAT. It is the sole responsibility of the customer to make their use known to Bulkworkwear.co.uk if subject to VAT charges as Bulkworkwear.co.uk will presume All purchases are for individual use.
- 11. Accuracy of Billing & Account Information**
- 11.1 The Seller reserves the right to refuse any Order placed, as per the reasons stated in these Conditions. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per Order. These restrictions may include Orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an Order, We may attempt to notify You by contacting You via e-mail and/or billing address/phone number provided at the time the Order was made. We reserve the right to limit or prohibit Orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.
- 11.2 The Site may withhold the right to refuse Orders and/or customised Orders, at their sole discretion, for (but not limited to):
- 11.2.1 Offensive words and/or slogans;
- 11.2.2 Offensive graphics and/or icons;
- 11.2.3 copyrighted material;
- 11.2.4 copyrighted images and/or phrases
- 11.2.5 any other illegal or questionable Orders that may or may not cause damage to Our reputation and/or goodwill.
- 11.3 You agree to provide current, complete, and accurate purchase and account information for all purchases made at our store.
- 11.4 You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.
- 12. Delivery**
- 12.1 Delivery dates mentioned in any Order Confirmation or elsewhere are approximate only and are not of any contractual effect.
- 12.2 the Seller shall not be under any liability to the Buyer in respect of any failure to deliver on any particular date or dates. Unless otherwise expressly agreed, the Seller may provide the delivery in one or more instalments. Each instalment shall be treated as a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Buyer to cancel any other instalment. Where the Seller has already confirmed that the Buyer's Order qualifies for free delivery under the terms specified in these Conditions, the delivery of such order, if made in instalments, shall be made free of delivery charges if requested by the Buyer to be delivered in the U.K. mainland.
- 12.3 The Seller shall be deemed to have fulfilled its contractual obligations in respect of any delivery though the quantity may be up to 10% more or less than the quantity specified in the Contract and in such event the Buyer shall pay for the actual quantity delivered.
- 12.4 Delivery shall be at the Buyer's premises unless otherwise agreed by the Seller (the "Delivery Location"). Delivery of the goods will be completed on the goods' arrival at the Delivery Location.
- 12.5 Where the Buyer and the Seller agree that delivery shall be at the Seller's premises, the Buyer shall collect the goods from the Seller's premises at the main trading address stated in these Conditions or such other location as may be advised by the Seller prior to delivery.
- 12.6 If the Buyer refuses or fails to take delivery of the goods the Seller shall be entitled to terminate the Contract with immediate effect or to dispose of the goods as it may in its absolute discretion determine and the Seller reserves the right to recover from the Buyer a minimum handling fee of 10% of the total price of such goods (plus VAT) which shall be paid by the Buyer within 30 days of the date of invoice.
- 12.7 All deliveries should be carefully checked accounted for within 7 working days of such delivery, unless otherwise agree by the Parties, to ensure that the correct number of goods is delivered as no responsibility will be accepted by the Seller, once the delivery has been accepted.
- 12.8 No responsibility is taken for late or non-delivery by couriers, although we will do our best to ensure goods are delivered on time.
- 12.9 All delivered goods must be checked for damages, errors & quantities within 48 Working Days of receipt.
- 12.10 All missing or non-delivered Orders must be reported to us within 7 days of Ordering. We endeavour to deliver all non-customised orders within 7 Working days.
- 12.11 Claims for damaged goods must be supported by the couriers Proof of Delivery and a delivery note stating the goods have been signed as unchecked, short or damaged. Refunds and compensation for lost, damaged or issuing items will require up to 30 days.
- 13. Risk and Title**
- 13.1 Risk in the goods shall pass to the Buyer on delivery.
- 13.2 Title to the goods shall not pass to the Buyer until the Seller has received payment in full (in cash or cleared funds) for: such goods and/or all other sums which are or which become due to the Seller from the Buyer for sale of goods or on any other account.

- 13.3 Until title to the goods has passed to the Buyer, the Buyer shall:
- 13.3.1 hold such goods on a fiduciary basis as the Seller's bailee;
- 13.3.2 store such goods separately from all other goods held by the Buyer so that they remain readily identifiable as the Seller's property;
- 13.3.3 not remove, deface or obscure any identifying mark or packaging on or relating to such goods; and
- 13.3.4 maintain such goods in satisfactory condition and keep them insured on the Seller's behalf for their full price against all risks with an insurer that is reasonably acceptable to the Seller. The Buyer shall obtain an endorsement of the Seller's interest in the goods on its insurance policy, subject to the insurer being willing to make the endorsement. On request the Buyer shall allow the Seller to inspect such goods and the insurance policy, but the Buyer may resell or use the goods in the ordinary course of its business.
- 13.3.5 If before title to goods passes to the Buyer the Buyer becomes subject to any of the events such as Insolvency or other terms specified below in these Conditions, provided that such goods have not been resold and without limiting any other right or remedy the Seller may have, the Seller may at any time require the Buyer to deliver up such goods and, if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the relevant goods are stored in order to recover them and where the goods may only be used by a specific customer, the Seller may, at its discretion, seek to sell such goods directly to the Buyer's customer to whom the goods were manufactured for.
- 14. Variation and Returns**
- 14.1 No return of goods will be accepted where:
- 14.1.1 the goods have been customised for the Buyer, specifically printed on Buyer's request or have changed their form in any way whatsoever; and if
- 14.1.2 the Seller's Sales Department has refused (at its absolute discretion) to authorise such return of goods prior to dispatch and have not provided the Buyer with a 'returns authorisation number', and
- 14.1.3 any other reasons stated as per our [Returns Policy](#).
- 14.2 The Seller reserves the right to charge the minimum handling fee specified in these Conditions and [Returns Policy](#), except in the case of faulty goods.
- 14.3 Goods returned to the Seller without a 'returns authorisation number' will not be credited and will be disposed of at the Seller's discretion unless the Buyer collects such goods (at its own cost) from the Seller within **20 Working days** of receipt of the returned goods.
- 14.4 The Buyer should check the goods carefully before using or altering them in any way as goods may not be returned after any such use or alteration.
- 15. Returning Customised goods**
- 15.1 The Seller will accept the return of customised goods as per Our [Returns Policy](#) only if they are incorrectly supplied or faulty.
- 15.2 The Seller will replace customised goods only if they are incorrectly supplied or faulty.
- 15.3 The Seller does not accept the return of garments specially manufactured, specially ordered, assembled in line with customer requirements, embroidered or printed either by the Seller or the Buyer, unless goods are deemed faulty or incorrectly supplied.
- 15.4 Goods that are customised cannot be returned if they do not fit. The Seller recommends the purchase of a sample prior to placing customised embroidered or printed orders. The Customer is responsible & must ensure that garments are suitable by quality and fabric type for their intended use and suitability. The Seller does not accept returns of garments that have been printed or embroidered.
- 15.5 Please see Our [Returns Policy](#) for further information on Returns of Customised goods.
- 16. Returning underwear/lingerie, control wear, hosiery and swimwear**
- 16.1 We are happy to exchange such goods and/or refund your money if such goods are supplied incorrectly, are of unsatisfactory quality, unfit for purpose or are not as described. However, if the goods are not faulty, You would have to return such goods as per Our [Returns Policy](#), unopened, in their original condition and packaging with all the receipts, within 14 Days of receipt of such goods.
- 16.2 Please see Our [Returns Policy](#) for further information.
- 17. Warranties**
- 17.1 The Seller does not warrant that the quality of any products, services, information, or other material purchased or obtained will meet the Buyers expectations, or that any errors in the Service will be corrected.
- 17.2 The Website and its Owner make no warranties, representations, statements or guarantees (whether express, implied in law or residual) regarding the Website, the information contained on the Website, your Personal information or material and information transmitted over the system.
- 17.3 You are responsible for obtaining access to the services provided by this Website and agree that access to these services may involve third-party fees (including by not limited to Internet service provider or airline charges). You agree to be responsible for those fees and will not hold the Website and its Owner liable for any disputes which may arise with third parties whether or not referred to by this Website.
- 17.4 The Website and its contents are provided on an "as is" and "as available" basis. This means that the Website and its Owner do not make any promises in respect of the quality, completeness or accuracy of the information published on or linked to from the Website.
- 17.5 To the fullest extent allowed by applicable law, the website disclaims all warranties, representations, conditions and duties of any kind, including without limitation, any warranties of satisfactory quality, merchantability or of fitness for a particular purpose.
- 17.6 The Website does not provide any warranty or representation that it is free from infection by viruses or anything else that has contaminating or destructive properties.
- 18. Liability**
- 18.1 Subject to these Conditions, if the Seller fails to comply with these Conditions, the Seller shall only be liable to the Buyer for the purchase price of the goods or, where applicable and subject to conditions with regards to delivery above, make good any shortage or non-delivery and, subject to the relevant conditions hereby, any losses that the Buyer suffers as a result of the Seller's failure to comply (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) which are a foreseeable consequence of such failure.
- 18.2 Any information that you receive from the Website, whether or not it is classified as "real time", may have stopped being current by the time it reaches you. The information on this Website is provided on an "as is" basis. To the fullest extent permitted by law, the Website and its Owner excludes all representations and warranties relating to this Website and its contents or which is or may be provided by any affiliates or any other third party, including in relation to any inaccuracies or omissions in this Website's literature; and excludes all liability for damages arising out of or in connection with your use of this Website. This includes, without limitation, direct loss, loss of business or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of things or you have advised this Company of the possibility of such potential loss), damage caused to your computer, computer software, systems and programs and the data thereon or any other direct or indirect, consequential and incidental damages.
- 18.2.1 To the maximum extent permitted by law, the Owner accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Website or any information contained therein. Users should be aware that they use the Website and its Content at their own risk.
- 18.2.2 Nothing in these Terms and Conditions excludes or restricts the Owner's liability for death or personal injury resulting from any negligence or fraud on the part of the Owner.
- 18.3 Every effort has been made to ensure that these terms and conditions adhere strictly with the relevant provisions of the Unfair Contract Terms Act 1977. However, in the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these Terms and Conditions and shall not affect the validity and enforceability of the remaining Conditions.
- 19. Returns and further Limitation of Liability**
- 19.1 If the Buyer has not given notice of any defects in the goods within the relevant time period, it shall be deemed to have accepted the goods.
- 19.2 Subject to these Conditions, the Seller will not be liable for losses that result from its failure to comply with these Conditions for:
- 19.2.1 loss of income or revenue;
- 19.2.2 loss of business;
- 19.2.3 loss of profits;
- 19.2.4 loss of anticipated savings;
- 19.2.5 waste of management or office time;
- 19.2.6 defects in the goods caused by fair wear and tear, abnormal condition of storage or use or any act, neglect or default of the Buyer or of any third party including (but not restricted to) failure to follow washing instructions which may result in the goods shrinking or losing their colour;
- 19.2.7 shortages in quantity delivered unless the Buyer notifies the Seller of such claim as per our [Returns Policy](#);
- 19.2.8 damage to or loss of the goods or any part thereof in transit unless the Buyer notifies the Seller of any such claims as per our [Returns Policy](#);
- 19.2.9 any other defects in the goods unless the Buyer notifies the Seller as per our [Returns Policy](#); or
- 19.2.10 any other reasons stated in our [Returns Policy](#).
- 19.3 We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.
- 19.4 We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.
- 19.5 You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.
- 19.6 You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.
- 19.7 In no case shall Bulkworkwear.co.uk, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility.
- 19.8 Notwithstanding, these Conditions do not exclude or limit the Seller's liability for:
- 19.8.1 death or personal injury caused by the Seller's negligence;
- 19.8.2 fraud or fraudulent misrepresentation;
- 19.8.3 any breach of the obligations implied by section 12 of the Sale of Goods Act 1979;
- 19.8.4 defective products under the Consumer Protection Act 1987;
- 19.8.5 any deliberate breaches of these Conditions that would entitle the Buyer to terminate the Contract; or
- 19.8.6 any other matter for which it would be illegal for the Seller to exclude or attempt to exclude its liability.
- 20. Cancellations**
- 20.1 Buyer may cancel all or part of any outstanding Order submitted to us by giving written notice procedure, provided, however, that if such cancellation occurs after acceptance of the order/purchase order. The buyer may incur fees of up to 30% of the total order value.
- 20.2 Once an invoice has been issued for telephone or email orders, cancellation of the Order/Purchase Order may incur fees of up to 30%.
- 21. Force Majeure**
- 21.1 We shall be held liable for any failure to perform that is due to any cause or circumstance beyond Our reasonable control, including without limitation a demand for such Services which exceed Our ability to supply them, as well as force majeure situations with our worker or delivery workers, including but not limited to earthquakes, fire, accidents, floods, storms, other Acts of God, riots, wars, rebellions, strikes, lockouts or other labor disturbances, national or international emergencies, failure to secure materials or equipment from usual sources of supply, failure of carriers to furnish transportation, government rules, regulations, acts, orders, restrictions or requirements or any other cause or circumstance beyond the reasonable control.
- 21.2 No such inability to deliver or delay in delivery shall invalidate the remainder of these Terms and Conditions.
- 22. Import Duty**
- 22.1 If the Buyer orders goods for delivery outside of the U.K., they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination.
- 22.2 The Buyer will be responsible for payment of any such import duties and taxes. Please note that the Seller has no control over these charges and cannot predict their amount.
- 22.3 The Buyer should contact its local customs office for further information before placing such Order.
- 22.4 The Buyer should also note that it must comply with all applicable laws and regulations of the country for which the goods are destined.
- 22.5 The Seller will not be liable for any breach by the Buyer of any such laws.
- 23. Insolvency and Default**
- 23.1 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other Party if:
- 23.2 the other Party enters into a deed of arrangement or becomes bankrupt or compounds with his creditors or if a receiving order is made against him or if an order is made or a resolution passed for the winding up of the other party or if a Receiver is appointed over any of the other party's assets or undertakings or if the other party takes or suffers any remedy or analogous action in consequence of debt; or
- 23.3 the other Party commits a material breach of this Contract and (if such a breach is remediable) fails to remedy that breach within 7 working days of that Party being notified in writing of the breach;
- 23.4 Without limiting its other rights or remedies, the Seller may terminate the Contract with immediate effect by giving written notice to the Buyer.
- 23.5 Without limiting its other rights or remedies, the Buyer shall have the right to terminate the Contract by giving the Seller a written notice.
- 23.6 In the event that the Seller terminates the Contract for whatever reason, the Buyer must pay to the Seller all costs, charges and expenses that the Seller has incurred up to the date of termination and that the Seller will incur as a result of the termination.
- 24. Anti-Bribery**
- 24.1 The Seller shall comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (the "Relevant Requirements");
- 24.2 The Seller shall comply with the Buyer's ethics, anti-bribery and anti-corruption policies, if any, that the Seller has been provided with and approved (the "Relevant Policies");
- 24.3 The Seller shall have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies, and will enforce them where appropriate;
- 24.4 The Seller shall promptly report to the Buyer any request or demand for any undue financial or other advantage of any kind received by the Seller in connection with the performance of the Contract; and
- 24.5 The Seller shall provide such supporting evidence of compliance as the Buyer may reasonably request.
- 24.6 The Seller shall ensure that any person associated with the Seller who is performing services or providing goods to the Buyer does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Seller in this section (the "Relevant Terms"). The Seller shall be responsible for the observance and performance by such persons of the Relevant Terms and shall be directly liable to the Buyer for any breach by such persons of any of the Relevant Terms.
- 24.7 For the purpose of this section, the meaning of adequate procedures and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively.
- 25. Entire Agreement**
- 25.1 The Contract between the Buyer and the Seller is binding on the Buyer and the Seller and on their respective successors and assignees.
- 25.2 The Buyer may not transfer, assign, charge or otherwise dispose of a Contract, or any of its rights or obligations arising under it, without the Seller's prior written consent.
- 25.3 The Seller may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of its rights or obligations arising under it, at any time during the term of the Contract.

- 25.4 The Seller shall not be liable to the Buyer for loss or damage suffered by the Buyer as a direct, indirect or consequential result of the supply of goods by the Seller being prevented, hindered, delayed or rendered uneconomic by reason of circumstances or events beyond the Seller's reasonable control.
- 25.5 If the Seller fails, at any time during the term of a Contract, to insist upon strict performance of any of the Buyer's obligations under the Contract or any of these Conditions, or if the Seller fails to exercise any of the rights or remedies to which it is entitled under the Contract, this will not constitute a waiver of such rights or remedies and will not relieve the Buyer from compliance with such obligations.
- 25.6 A waiver by the Seller of any default will not constitute a waiver of any subsequent default.
- 25.7 No waiver by the Seller of any of these Terms and Conditions will be effective unless it is expressly stated to be a waiver and is communicated to the Buyer in writing in accordance with these Conditions.
- 25.8 If any of these Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.
- 25.9 These Conditions and any document expressly referred to in them constitutes the whole agreement between the Seller and the Buyer and supersedes all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between the Seller and the Buyer relating to the subject matter of any Contract.
- 25.10 Both Parties acknowledge that, in entering into a Contract, neither party has relied on any representation or warranty (whether made innocently or negligently) that is not set out in these Conditions or the documents referred to in them.
- 25.11 Both Parties agree that their only liability in respect of those representations and warranties that are set out in the Contract (whether made innocently or negligently) will be for breach of contract.
- 25.12 Nothing in these Conditions limits or excludes any liability for fraud.
- 25.13 The Seller has the right to revise and amend these Conditions from time to time.
- 25.14 The Buyer will be subject to the **Policies** and these Conditions at the time that he Orders goods from the Seller, unless any change to such Policies or these Conditions conditions is required to be made by law or governmental authority, or if the Seller notifies the Buyer of the change to such Policies or these Conditions before the Seller sends the Buyer the Order Confirmation (in which case the Seller has the right to assume that the Buyer has accepted the change to the Conditions, unless the Buyer notifies the Seller to the contrary within 7 working days of receipt by the Buyer of the goods).
- 26. Law and Jurisdiction**
- 26.1 These Terms and Conditions are subject to English law and the courts of England and Wales and will have an exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with these Terms and Conditions.
- 26.2 For the exclusive benefit of this Website and to the extent possible in the applicable jurisdiction, the website will retain the right to bring or enforce proceedings as to the substance of the matter in the courts of the country of your residence or, where these Terms and Conditions are entered into in the course of your trade or profession, the country of the place of business in which you agreed to these Terms and Conditions or (if different) the country of your principal place of business.
- 26.3 Any relevant Terms and Conditions, policies and notices shall be governed by and construed in accordance with the laws of England and Wales without giving effect to any principles of conflict of law. You hereby consent to the exclusive jurisdiction of England and Wales in respect of any disputes arising in connection with the website, or any relevant Terms and Conditions, policies and notices or any matter related to or in connection therewith.
- 26.4 The Parties shall seek to resolve any dispute, controversy or claim arising out of or in connection with these Terms and Conditions, including without limitation, any dispute regarding the enforceability of any provision, through good faith negotiations between them within 1 calendar month of any notice of dispute being served or such longer period of time as may be mutually agreed between the Parties.
- 26.5 If the Parties are unable to resolve the dispute in accordance with clause 15.4 above, and one or both Parties desire to pursue the dispute, any such dispute, controversy or claim arising out of these terms and conditions or this Agreement including the validity, invalidity, breach or termination thereof, shall be settled first by arbitration in the United Kingdom.
- 27. Data Transmission**
- 27.1 The Data transmission is governed by our [Privacy Policy](#) and [Cookies Policy](#).
- 27.2 Notwithstanding, the Buyer understands that the Buyer's content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.
- 28. Links to Other Web Sites**
- 28.1 This Site may contain links to other sites. Unless expressly stated, these sites are not under the control of the Owner of this Website or that of Our affiliates. We assume no responsibility for the content of such web sites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them.
- 28.2 We do not monitor or review the content of other party's websites which are linked to from this Website. Opinions expressed or material appearing on such websites are not necessarily shared or endorsed by us and should not be regarded as the publisher of such opinions or material. Please be aware that we are not responsible for the privacy practices, or content, of these sites. We encourage our Users to be aware when they leave our site and to read the privacy statements of these sites. You should evaluate the security and trustworthiness of any other site connected to this site or accessed through this site yourself, before disclosing any personal information to them. The Website and its Owner will not accept any responsibility for any loss or damage in whatever manner, howsoever caused, resulting from your disclosure to third parties of personal information.
- 29. Severability**
- 29.1 All provisions of any relevant Terms and Conditions, policies and notices are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision of any relevant Terms and Conditions, policies and notices, which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as pro non script and the remaining provisions of any relevant terms and conditions, policies and notices shall remain in full force and effect.
- 30. Accuracy of information**
- 30.1 The Seller is not responsible for information made available on the Sellers Site if it is not accurate, complete, or current. The material on the Seller's site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete, or more timely sources of information. Any reliance on the material on this site is at your own risk.
- 30.2 The Site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. The Seller reserves the right to modify the contents of the site at any time, as specified in these Conditions.
- 30.3 The Seller has no obligation to update any information on the site. The Buyer is responsible for monitoring changes to the site.
- 30.4 **Size guides & sizing measurement are subject to tolerances. They are not be taken as absolute measurement values. When a good t is measured, the values may vary and can be above, below or the same as the values stated.**
- 31. Prohibited uses**
- 31.1 In addition to other prohibitions as set forth in these Conditions, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.
- 32. User comments, feedback and other submissions**
- 32.1 If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.
- 32.2 We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Conditions.
- 32.3 You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libellous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.