

We are quoting on the assumption you're a Business customer.

These Terms and Conditions, together with any and all other documents referred to herein, apply to the purchase, if purchasing Offline, by the person named in this Quotation ('you' or the 'Purchaser') of the Goods detailed in this Quotation ('Goods') from The Server Group Ltd, and if purchasing Goods which are sold by The Server Group Ltd through the Website. Please read these Terms and Conditions carefully and ensure that you understand them before committing to a binding contract to purchase the Goods from The Server Group Ltd or ordering any Products from our Website.

When purchasing Goods which are sold by Us through the Website, no part of the Website is intended to constitute a contractual offer capable of acceptance. The Purchaser's order constitutes a contractual offer and our acceptance of that offer is deemed to occur upon our sending a dispatch email ('**Dispatched Email**') to the Purchaser indicating that the order has been fulfilled and has been dispatched.

These terms and Conditions shall govern any Contract for sale to the exclusion of any other terms and conditions, including any terms and conditions which you the Purchaser may purport to apply under any purchase order, confirmation of order or similar documentation.

1. Definitions and Interpretation

In this Agreement the following terms shall have the following meanings:

"Account"	means collectively the personal information, Payment Information and credentials used by Users to access Paid Content and / or any communications System on the Website;
"Carrier"	means any third party responsible for transporting purchased Goods from our Premises to customers;
"Contract"	Means the contract for the purchase and sale of Goods, as explained in clause 12.4;
"Goods"	Means any products that The Server Group Ltd has offered to sell and as described in the Quotation overleaf or any of the products that The Server Group Ltd advertises and/or makes available for sale through the Website (as applicable);
"Offline"	Means purchasing the products, or making an offer or enquiry to purchase the Goods other than by the Website, including but not limited to in the Premises;
"Order"	Means your order for the Goods which forms the Contract as set out in clause 3.4 if purchased Offline, or if purchased via the Website, the Purchaser's order for the Goods;
"Payment Information"	Means any details required for the purchase of Goods from the Website. This includes, but is not limited to, credit/debit card numbers, bank account numbers and sort codes;
"Purchaser"	Means you or any person or business that buys Goods from The Server Group Ltd;
"Premises"	Means our place(s) of business located at Lancaster Court, Newborough Road, Burton on Trent, Staffs DE13 9PD;
"Quotation"	Means the quotation given overleaf which sets out the basis of The Server Group Ltd's pricing to sell the Goods to the Purchaser.
"Service"	Means collectively any online facilities, tools, services or information that The Server Group Ltd makes available through the Website either now or in the future;
"System"	Means any online communications infrastructure that The Server Group Ltd 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;
"The Server Group Ltd"	Means The Server Group Ltd of Lancaster Court, Newborough Road, Burton on Trent, Staffs DE13 9PD;
"User"/"Users"	Means any third party that accesses the Website and is not employed by The Server Group Ltd and acting in the course of their employment; and
"Website"	means the website (https://www.theserver.group) or any relevant sub-domains of such site, unless expressly excluded by their own terms and conditions.

2. Business Customers

These Terms and Conditions apply to business customers only.

3. International Customers

If the Purchaser is buying internationally, The Server Group Ltd advises you to contact your local customs authorities for further details on costs and procedures. The Purchaser of the Goods will also be the importer of record and as such should ensure that the purchase is in full compliance with the laws of the country into which the Goods are being imported. Please be aware that Goods may be inspected on arrival at port for customs purposes and The Server Group Ltd gives no guarantee that the packaging of the Goods will be free of signs of tampering.

4. Intellectual Property

4.1 Subject to the exceptions in Clause 5 of these Terms and Conditions, all Content included on the Website, unless uploaded by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of The Server Group Ltd, our affiliates or other relevant third parties. By continuing to use the

Website you, the User, acknowledge that such material is protected by applicable United Kingdom and International intellectual property and other laws.

4.2 Subject to Clause 6 you may not reproduce, copy, distribute, store or in any other fashion re-use material from the Website unless otherwise indicated on the Website or unless given express written permission to do so by The Server Group Ltd.

5. Third Party Intellectual Property

5.1 Unless otherwise expressly indicated, all Intellectual Property rights including, but not limited to, Copyright and Trademarks, in product images and descriptions belong to the manufacturers or distributors of such products as may be applicable.

5.2 Subject to Clause 6 you may not reproduce, copy, distribute, store or in any other fashion re-use such material unless otherwise indicated on the Website or unless given express written permission to do so by the relevant manufacturer or supplier.

6. Fair Use of Intellectual Property

Material from the Website may be re-used without written permission where any of the exceptions detailed in Chapter III of the Copyright Designs and Patents Act 1988 apply.

7. Links to Other Websites

This Website may contain links to other sites. Unless expressly stated, these sites are not under the control of Sever Case UK Limited or that of our affiliates. We assume no responsibility for the content of such websites 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.

8. Use of Communications Facilities

8.1 When using the enquiry form or any other System on the Website you should do so in accordance with the following rules:

8.1.1 obscene or vulgar language must not be used;

8.1.2 Content that is unlawful or otherwise objectionable must not be submitted. This includes, but is not limited to, Content that is abusive, threatening, harassing, defamatory, ageist, sexist or racist;

8.1.3 Content that is intended to promote or incite violence must not be submitted;

8.1.4 the means by which Users identify themselves must not violate these Terms and Conditions or any applicable laws; and

8.1.5 our System must not be used for unauthorised mass-communication such as "spam" or "junk mail".

8.2 You acknowledge that The Server Group Ltd reserves the right to monitor any and all communications made to us or using our System.

8.3 You acknowledge that The Server Group Ltd may retain copies of any and all communications made to us or using our System.

9. Accounts

9.1 If you create an Account on our Website, the Account will contain certain personal details and/or Payment Information which may vary based upon a User's use of the Website. By continuing to use this Website you represent and warrant that:

9.1.1 all information you submit is accurate and truthful;

9.1.2 if you are buying on behalf of your employers, you have the authority to submit Payment Information where any such authority is required; and

9.1.3 you will keep this information accurate and up-to-date.

Your creation of an Account is further affirmation of your representation and warranty.

9.2 It is recommended that you do not share your Account details, particularly your username and password. The Server Group Ltd accepts no liability for any losses or damages incurred as a result of your Account details being shared by you. If you use a shared computer, it is recommended that you do not save your Account details in your internet browser.

9.3 If you have reason to believe that your Account details have been obtained by another without consent, you should contact The Server Group Ltd immediately to suspend your Account.

10. Orders

10.1 The Website will guide you through the ordering process. Before submitting your Order to us you will be given the opportunity to review your Order and amend it. Please ensure that you have checked your Order carefully before submitting it.

10.2 No part of the Website constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that we, The Server Group Ltd, may, at our sole discretion, accept. Our acknowledgement of receipt of your Order does not mean that we have accepted it. Our acceptance is indicated by us sending you a Dispatch Confirmation by email. Only once we have sent you a Dispatch Confirmation will there be a legally binding Contract between us and you.

11. Goods, Pricing and Availability

11.1 Whilst every effort has been made to ensure that all graphical representations, Product Specifications and descriptions of Goods available from The Server Group Ltd correspond to the actual Goods, The Server Group Ltd is not

	responsible for any variations from these descriptions. This refers only to variations of the correct Goods, not different Goods altogether. Please refer to Clause 16.1 for incorrect Goods.	15.	Delivery
11.2	Where appropriate, you may be required to select the required size, model, colour number, and other features of the Goods that you are purchasing Online.	15.1	The Server Group Ltd shall arrange for the delivery of the Goods on or as near as reasonably possible to the delivery range detailed in the Dispatch Conformation to the address specified in your Order.
11.3	The Server Group Ltd does not represent or warrant that such Goods will be available. Stock indications are provided on the Website for guidance only.	15.2	Any delivery dates stated are approximates only and The Server Group Ltd shall not be liable for any delay in delivery of the Goods, howsoever caused. Time of delivery is not of the essence of the contract, unless mutually agreed in writing to be otherwise.
11.4	All pricing information on the Website is correct at the time of going online. The Server Group Ltd reserves the right to change prices and alter or remove any special offers from time to time and as necessary. All pricing information is reviewed and updated regularly.	15.3	Subject to the specific terms of any special delivery service, delivery may take place at any time of the day and must be accepted at any time of the day. If The Server Group Ltd receives no communication from you, within 7 days of delivery you are deemed to have received the Goods.
11.5	In the event that prices are changed during the period between an order being placed for Goods via the Website and The Server Group Ltd processing that order and taking payment, you will be contacted prior to your order being processed with details of the new price.	15.4	If you fail to take delivery of the Goods, The Server Group Ltd may, at its discretion and without prejudice to any other rights: <ul style="list-style-type: none"> (a) store or arrange for the storage of the Goods and shall charge you for all associated costs and expenses including, but not limited to, transportation, storage and insurance; and / or (b) Make arrangements for the redelivery of the Goods and shall charge you for the costs of such redelivery.
11.6	When purchasing Offline, the description of the Goods is as confirmed in the Quotation.	15.5	If redelivery is not possible under sub-Clause 15.4(b), you shall be required to collect the Goods from The Server Group Ltd premises and shall be notified of the same. The Server Group Ltd reserves the right to charge you for all associated costs including, but not limited to, storage and insurance.
11.7	In accepting an Offline Quotation you acknowledge that you do not rely on any other representations regarding the Goods. No descriptions on the Website shall be binding on The Server Group Ltd and The Server Group Ltd reserves the right to make any changes in the specifications of the Goods which are required to conform to any applicable safety or other statutory requirements.	16.	Returns Policy
11.8	When purchasing Offline, the price of the Goods shall be as set out in the Quotation (the Price). If the cost of the Goods shall increase due to a factor beyond The Server Group Ltd control, including but not limited to material costs, labour costs, alteration, exchange rates and/or duties, The Server Group Ltd reserves the right to increase the Price prior to delivery. Any increase will take place only upon The Server Group Ltd informing you in writing.		The Server Group Ltd aims to always provide high quality Goods that are fault free and undamaged. On occasion however, goods may need to be returned. Returns are governed by these Terms and Conditions and you are under an obligation to inspect the Goods upon delivery.
11.9	The Price shown on the Quotation is exclusive of VAT and any other taxes or levies. Any fees for packaging and/or transportation will be quoted separately as part of the ordering process.	16.1	Incorrect Goods
11.10	The Server Group Ltd's VAT number is GB990676178.		If you receive Goods which do not match those ordered, unless accompanied by an explanatory note detailing the changes, stating reasons for the changes and setting out your options, you should contact us within 3 working days to arrange collection and return. You will be given the option to have the Goods replaced with those ordered (if available) or to be refunded through the payment method used when the Goods were purchased. Refunds and replacements will be issued upon our receipt of the returned Goods.
12.	Quotation and the basis for sale Offline	16.2	Defective Goods
12.1	Details of the Goods in 11.6 are subject to alteration without notice and do not constitute contractual offers to sell the Goods which are capable of acceptance.		If any Goods purchased have faults when they are delivered, you should contact The Server Group Ltd within 7 working days to arrange collection and return. Goods must be returned in their original condition with all packaging and documentation. You will be given the option to have the Goods replaced with the same Goods (if available) or to be refunded through the payment method used when the Goods were purchased. Refunds and replacements will be issued upon our receipt of the returned Goods and on the day we agree you are entitled to a refund.
12.2	Any enquiry, order or other communication from you will not be a contractual offer to purchase the Goods. This Quotation is not an acceptance by The Server Group Ltd of any such enquiry, order or other communication from you.	16.3	Goods Damaged in Transit
12.3	The Quotation is The Server Group Ltd's contractual offer to sell the Goods to you, in writing upon these terms and conditions.		If Goods are damaged in transit and the damage is apparent on delivery, you should sign the delivery note to the effect that the goods have been damaged. In any event, such damage should be reported to The Server Group Ltd within 48 hours of delivery to arrange collection and return. You will be given the option to have the Goods replaced with the same Goods (if available) or to be refunded through the payment method used when the Goods were purchased. Refunds and replacements will be issued upon our receipt of the returned Goods.
12.4	If you make an offer to accept the Quotation while the Quotation is still valid and The Server Group Ltd subsequently accept your offer by providing an order confirmation, there will then be a legally binding contract between you and The Server Group Ltd for the purchase of the Goods on these terms and conditions.	16.4	
12.5	The Quotation is valid for the period specified in the Quotation unless The Server Group Ltd expressly withdraws the quotation before the end of the period in which it will no longer be valid. You may withdraw the quotation at anytime before you accept the valid Quotation.		Please note that you will not be eligible to claim under clause 16.1, 16.2 or 16.3 if The Server Group Ltd informed you of the fault(s), damage or other problems with the Products before your purchase of the them (and it is because of the same issue that you now wish to return them); if you have purchased the Products for an unsuitable purpose that is neither obvious nor made known to us and the problem has resulted from your use of the Products for that purpose; or if the problem is the result of normal wear and tear, misuse or intentional or careless damage you will not be eligible to claim under clause 16.1, 16.2 or 16.3.
13.	Payment	16.5	To return Products to us for any reason under this Clause 16.1, 16.2 or 16.3, you must contact us to arrange for a collection and return.
13.1	Unless agreed otherwise and we have agreed credit terms with you, payment for Goods and related VAT and delivery charges must always be made in advance and you will be prompted to pay during the ordering process.	16.6	Refunds (whether full or partial, including reductions in price) under this Clause 16 will be issued within 14 Calendar Days of the day on which we agree that you are entitled to the refund.
13.2	If we've agreed credit terms with you, The Server Group Ltd shall invoice you for the Price on or anytime after you have accepted the Quotation.	17.	Returns for any other Reason
13.3	You shall pay the purchase price of the Products within 30 days of the date of The Server Group Ltd's invoice or otherwise in accordance with any credit terms agreed between you and The Server Group Ltd.		If the Goods have been dispatched or have reached you, but you decide that they are no longer required, The Server Group Ltd may at their sole discretion allow you to return the Goods within 30 days of receipt. If The Server Group Ltd permits the return of Goods under this clause 17, the Goods can only be returned if: <ul style="list-style-type: none"> 17.1.1 They are not bespoke Goods. 17.1.2 Their packaging remains unopened and the Goods can be re-sold, as new, without any additional work on the part of The Server Group Ltd. 17.1.3 You first, obtain the prior agreement in writing of The Server Group Ltd; 17.1.4 You return such Goods at your own risk and cost; 17.1.5 You pay The Server Group Ltd a re-stocking fee which represents a percentage of not less than 30 % of the Purchase Price (such percentage to be advised by The Server Group Ltd); and 17.1.6 You indemnify The Server Group Ltd against any cost incurred by The Server Group Ltd in rectifying any deterioration of the Goods caused by incorrect storage or use while in your possession.
13.4	You must make payment where The Server Group Ltd have properly invoiced you in accordance with clause 13.2 and 13.3 even if delivery has not taken place and/or that title has not passed to you.		
13.5	If you fail to make payment within the period required in accordance with clause 13.3, The Server Group Ltd may if applicable suspend any further deliveries and charge interest at the rate of 4% per annum above HSBC Bank base rate from time to time on the amount outstanding until payment is received in full.		
13.6	Time for payment shall be of the essence of the Contract between you and The Server Group Ltd.		
13.7	All payments are to be in sterling unless otherwise agreed in writing.		
14.	Property, Risk and Account of Profits		
14.1	Risk in the Goods passes to you on delivery in accordance with clause 15.		
14.2	Title in Goods will not pass to you until the full Price for those Goods has been received by The Server Group Ltd. Title remains with The Server Group Ltd until full payment is complete.		
14.3	If you sell the Goods on to your own customers in any form, either as purchased from The Server Group Ltd or forming a component part of a larger Good, and any amount of the Price payable to The Server Group Ltd remains outstanding, you must account to The Server Group Ltd for the proceeds of such a sale. You will be required to hold such proceeds on trust for The Server Group Ltd until payment has been received in full by The Server Group Ltd.		
14.4	The Server Group Ltd reserves the right to trace all proceeds of sale. Once the payment date has passed, if any sums remain outstanding, The Server Group Ltd has the right to enter your premises and remove any Goods which, by virtue of Clause 14.2, remain the property of The Server Group Ltd.		

- 17.2 If you wish to return Goods to The Server Group Ltd for any of the above reasons, you must contact us with 30 days of receipt to make the appropriate arrangements.
- 17.3 The Server Group Ltd reserves the right to exercise discretion with respect to any returns under these Terms and Conditions. Factors which may be taken into account in the exercise of this discretion include, but are not limited to:
- 17.3.1 Any use or enjoyment that you may have already had out of the Goods;
- 17.3.2 Any characteristics of the Goods which may cause them to deteriorate or expire rapidly;
- 17.3.3 The fact that the Goods consist of audio or video recordings or computer software and that the packaging has been opened;
- 17.3.4 Any discounts that may have formed part of the Price of the Goods to reflect any lack of quality made known to the you at the time of purchase.
- 18. Guarantee**
- 18.1 The Goods may be provided with a manufacturer's guarantee. For further details and terms, please refer to the manufacturer's guarantee documentation supplied with the Goods.
- 19. Changes to the Service and these Terms and Conditions**
- The Server Group Ltd reserves the right to change the Website, its content and/or these Terms and Conditions at any time. You will be bound by any changes to the Terms and Conditions from the first time the Website is used by you following the changes. If The Server Group Ltd is required to make any changes to Terms and Conditions relating to sale of Goods by law, these changes will apply automatically to any orders currently pending in addition to any orders placed by Purchasers in the future.
- 20. Limitation of Liability**
- 20.1 To the maximum extent permitted by law, The Server Group Ltd accepts no liability for any loss of profit, or any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the sale and purchase of the Goods, in Contract, tort (including negligence), and breach of statutory duty or otherwise, arising under or in connection with the Contract.
- 20.2 Users should be aware that they use the Website and its Content at their own risk.
- 20.3 The Server Group Ltd's total liability to you in respect of any 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 Price of the Goods which has actually been received by The Server Group Ltd.
- 20.4 Nothing in these Terms and Conditions excludes or restricts The Server Group Ltd's liability for death or personal injury resulting from any negligence or fraud on the part of The Server Group Ltd, any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession).
- 20.5 Whilst 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, 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 terms and conditions. This term shall apply only within jurisdictions where a particular term is illegal.
- 21. No Waiver**
- In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.
- 22. Previous Terms and Conditions**
- In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.
- 23. Third Party Rights**
- Nothing in these Terms and Conditions shall confer any rights upon any third party. The agreement created by these Terms and Conditions is between you and The Server Group Ltd.
- 24. Notices**
- 24.1 All notices / communications shall be given to us either by post to our Premises (see address above) or by email to The Server Group Ltd. Such notice will be deemed received 3 days after posting if sent by first class post, the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.
- 24.2 The Server Group Ltd may from time to time send you information about our products and/or services. If you do not wish to receive such information, you must click unsubscribe in the email you receive from us.
- 25. Privacy**
- 25.1 Use of the Website is also governed by our [Privacy Policy](#) which is incorporated into these terms and conditions by this reference. To view the Privacy Policy, click on the link above.
- 25.2 The Website places cookies onto your computer or device. These cookies are used for the purposes described herein. Full details of the cookies used by the Website and your legal rights with respect to them are included in our [Privacy Policy](#). By accepting these terms and conditions, you are giving consent to The Server Group Ltd to place cookies on your computer or device. Please read the information contained in the Privacy Policy prior to acceptance.
- 26. Availability of the Website and Disclaimers**
- 26.1 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.
- 26.2 The Server Group Ltd accepts no liability for any disruption or non-availability of the Website 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.
- 26.3 The Server Group Ltd makes no warranty or representation that the Website will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure and that all information provided will be accurate. We make no guarantee of any specific results from the use of our Services.
- 26.4 No part of this Website is intended to constitute advice and the Content of this Website should not be relied upon when making any decisions or taking any action of any kind.
- 26.5 No part of this Website is intended to constitute a contractual offer capable of acceptance.
- 26.6 Whilst The Server Group Ltd uses reasonable endeavours to ensure that the Website is secure and free of errors, viruses and other malware, all Users are advised to take responsibility for their own security, that of their personal details and their computers.
- 27. Law and Jurisdiction**
- These Terms and Conditions and the relationship between you and The Server Group Ltd shall be governed by and construed in accordance with the Law of England and Wales and The Server Group Ltd and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.