

Terms and Conditions

General

Schools IT Solutions Limited (Us/We/Our), trading as Wildwater Education IT Systems, is registered in England (company number 12288913) with registered office at 10 Clopton Gardens, Hadleigh, Ipswich IP7 5JG. Our VAT number is GB335260128.

You are a school, business or other formal organization and these terms and conditions (the Terms) apply to transactions between You and Us.

The Contract is the contract between Us and You for the provision by Us and the purchase by You of Products in accordance with these Terms. By purchasing any goods or services from us (the Products) and by submitting orders in accordance with the Terms, you acknowledge that You have read and You agree to be bound by and comply with these Terms, and that they supersede any alternative or previously used terms of supply.

The Working Day is between 9.00 and 17.30 on any day other than weekends and bank holidays or other public holidays.

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.

You acknowledge that You have not relied on any statement, promise or representation made or given by Us or on our behalf which is not set out in the Contract. Any representations about the Products shall have no effect unless expressly agreed in writing and signed by one of our authorised representatives.

Any samples, drawings, illustrations, descriptions or advertising issued by Us or contained in Our catalogues or brochures or on our website are issued or published for the sole purpose of giving an approximate idea of the Products described in them. They shall not form part of the Contract for the provision of these Products.

Purchase of Products

By placing an Order, You are making an offer to purchase Products from us in accordance with these Terms.

All Orders are subject to acceptance by Us and We will notify You by email, telephone or in person when an Order has been accepted. We are under no obligation to accept Your Order, whether or not the Order has been acknowledged and payment made. The Contract will be formed once the Order has been accepted.

The Contract will relate only to those Products which We have expressly confirmed in the Order acknowledgement. We will not be obliged to supply any other Products which are not explicitly part of the Order.

Any Order is subject to availability of the Product. If the Product becomes unavailable prior to delivery, We will notify You as soon as possible following Your placement of the Order. Either Us or You may then cancel the Order, or part(s) of the Order which are unavailable.

An Order for recurring Products (including, but not limited to, broadband, telephone or other cloud services, annual software licenses and support contracts) is deemed to be an ongoing Contract and will automatically renew at the end of the Product's term. To terminate a recurring Contract, You must provide Us with written notice no less than 30 days before the renewal date unless otherwise explicitly stated in the Order Contract.

Delivery

The Order will be delivered to the address specified on the Order itself, unless otherwise agreed by Us in writing.

Any dates and times quoted for delivery are approximate only. We will not be liable for any delay in the delivery of the Order caused by a Force Majeure Event or by Your failure to provide us with adequate and relevant delivery instructions or failure to make the delivery location available to Us, as per any agreed correspondence relating to the delivery of the Order.

It is Your responsibility to check the Products upon delivery. If You are asked to sign for the Products, You must specify at the time of signing if there are any indications that the Product does not appear to be in good condition. If You are unable to check the Products at the point of delivery, the delivery must be signed for as "unchecked". Failure to comply with these checks may affect any warranty or claims made in the case of damage to Products discovered later on.

The quantity of any consignment of Products recorded by Us upon dispatch shall be conclusive evidence of the quantity received by You on delivery unless You can provide conclusive evidence proving the contrary.

We shall not be liable for any non-delivery of Products, even if caused by our negligence, unless You give written notice to Us of the non-delivery within 2 working days of the expected delivery date.

Our liability for non-delivery of Products shall be limited to replacing the Products within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Products.

You shall allow Us, without limitation, access to Your premises and any equipment, data and documentation required for the purpose of delivering the Product. Before accepting an Order, We shall make clear to You the access that We require to fulfil the Order. We reserve the right to charge where lack of access causes Us delay in fulfilling the Order.

All warranties of Products not manufactured by Us are subject to the warranty terms of the manufacturer of those Products.

Payment

Orders must be paid for within thirty days of the invoice date. For the majority of Orders, invoices will be dated on or shortly after the date of Order fulfilment. You must notify Us of errors or incorrect information on an invoice within two working days of receipt of the invoice.

Payment of an invoice must be in line with the payment terms specified on that invoice unless otherwise agreed with Us in writing.

Force Majeure

We will not be liable or responsible for any failure to perform, or for any delay in performance of, any of Our obligations under a Contract that is caused by events outside of Our reasonable control (Force Majeure Event)

A Force Majeure Event includes any event, omission or accident beyond Our reasonable control and includes (without limitation) in particular the following:

Strikes or other industrial action; civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat of or preparation for war; fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; impossibility of the use of means of transport; impossibility of the use of public or private telecommunications networks; the acts, decrees, legislation, regulations or restrictions of any government.

Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues and We will have an extension of any time, as required during that period.

We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which Our obligations under the Contract may be performed despite the Force Majeure Event.

Notices

All notices given by You should be sent to Us in writing by email or by post. Notices will be deemed to be received and served on the date of an email being sent or three working days after the date of posting any letter. An incorrectly addressed notice will be deemed invalid.