



Crown
Commercial
Service

sync

Terms & Conditions

G-Cloud 15



Sync Terms & Conditions

GENERAL

1. These Terms and Conditions apply to all goods supplied and/or work done by GBM Digital Technologies Limited, trading as Sync ("the Company") and override all terms and conditions of any kind referred to or asserted by the Customer whether in negotiations or otherwise. In these Terms & Conditions "the Goods" means the goods and/or services the subject of the Contract between the Company and the Customer and "the Customer" means the person firm or company purchasing the Goods. Each delivery of Goods shall be deemed to be a separate contract to which these Terms and Conditions shall apply.

2. No stipulation, representation or warranty made or attempted to be made at any time by either party to the Contract or by any person on behalf of such party shall vary, modify or counteract these Terms and Conditions. No variation in the Terms and Conditions shall be valid unless made in writing under the hand of a Director of the Company. In the event that any part or parts of these conditions are held to be invalid such invalidity shall not alter the validity of any other part or parts of the same and each Clause and each sub-clause shall be capable of independent existence.

3. The Customer represents that it enters into the Contract in the course of its business and not a consumer, and therefore the Customer does not have any rights of a consumer including but not limited to consumer cancellation rights.

4. Subject to clause 14 the Company will perform mandatory obligations under the Contract with reasonable skill and care.

OUR CONTRACT WITH YOU

5. Our acceptance of your order will take place on the earlier of delivery of the Goods or when we email an order confirmation email ("Order Confirmation"), at which point a contract will come into existence between you and us ("Contract"). Sync reserves the right to cancel the Contract without penalty at its sole discretion in accordance with clause 8.

QUOTATIONS AND PRICES

6. The price excludes amounts in respect of value added tax (VAT), which the Customer shall additionally be liable to pay to the Company at the prevailing rate, subject to the receipt of a valid VAT invoice

7. It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

8. On occasion, our suppliers may change their pricing, which in turn will increase our cost to supply the Goods. Should our suppliers increase their prices, we reserve the right to cancel any and all quotations, orders or Contracts without notice. This includes any orders or Contracts to supply where stock has not yet been shipped. When we cancel a quotation or order, we will issue you with a new quotation to supply the Goods at the new price.

9. Any quotation by the Company shall be open for acceptance for 7 days and if not accepted within this period shall be deemed to be withdrawn. Acceptance of the quote does not create the contract for the supply of the Goods (please see clause 5 for when the contract is created).

10. The Company reserves the rights to sub-contract work and where the quotation given includes an estimate or reserve in respect of the costs of a sub-contractor such estimate or reserve, whilst given in good faith, is subject to formal confirmation and will not be binding upon the Company unless and until ratified by the sub-contractor.

11. The price of the Goods shall be the price set out in the Order Confirmation, the price excludes the costs and charges of packaging, labelling, insurance and transport of the Goods, which shall be invoiced to the Customer.

PAYMENTS AND ADDITIONAL CHARGES

12. Payments shall be made at the Company's business address or via the telephone via credit card/debit card or through any other payment method agreed in writing and are due 30 days after invoice, or as otherwise set out within the invoice. The Company reserves the right to charge and be paid interest on all sums due from the Customer at the rate of 5% above Barclays Bank plc base lending rate from the date upon which payment is due until the date upon which it is received as well after as before judgement. Invoices are payable in full without set-off retention or counterclaim. The Company reserves the right to invoice goods whether other goods remain outstanding or not.

13. In the event of the company incurring additional expense not provided for in any quotation as a result of the occurrence of any of the following, such additional expense shall be added to the price:

- (a) Variation, delay and /or alteration of instructions and/or details and/or failure by the Customer or its representative to provide the same.
- (b) Overtime costs incurred if the delivery date does not permit sufficient time for the work to be completed during normal working hours.
- (c) If the Goods are not delivered on the scheduled delivery date at the scheduled delivery location because of health and safety concerns or any act or omission of the Customer then the Company reserves the right to charge any and all costs of storage, insurance and redelivery of the Goods beyond the first attempted delivery.
- (d) any factor beyond the Company's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

DELIVERY DATES

14. Time for delivery is stated as accurately as possible but is an estimate and is not guaranteed and is subject to extension to cover delays caused by Force Majeure Events. In no case shall time be the essence of the Contract.

15. Contracts and deliveries may be suspended in the event of any (1) act(s) of God, flood, drought, earthquake or other natural disaster; (2) initial or any further/repeated outbreak of any epidemic or pandemic concerning any virus and/or disease; (3) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (4) nuclear, chemical or biological contamination, or sonic boom; (5) any new law or change in an existing law being made or any other action taken by a government or public authority (to include, but not limited to, imposing any transport, travel, import or export restriction); (6) collapse of buildings, fire, explosion or accident; (7) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the non-performing party seeking to rely on this clause, or companies in the same group as that party); (8) non-performance by any person that is not a subcontractor of the non-performing party; (9) interruption or failure of any utility service; or (10) any other occurrence preventing or retarding the processing or delivery of the Goods ("Force Majeure Event") and no responsibility shall attach to the Company for any delay, default, loss or damage due to any of these causes or for any damage in transit or at the works of the Company or to any other cause beyond the control of the Company whether in respect of contracts or deliveries or the safe custody of articles deposited with the Company. If the Customer desires to be protected against the risks specified in this clause or any of them he shall on or before the date of the Contract request the Company to be protected accordingly and shall pay the premium payable on any policy to be effected in consequence.

CANCELLATIONS

16. Once a customer places an order for a device that is customised, or requires purpose building / tailor-making (such as a Mac with a custom configuration – e.g. additional RAM), the customer accepts that they cannot cancel the order.

Where Sync are unable to fulfil an order (for example, where there is a product change), Sync reserve the right to be able to cancel the order with the customer.

RETURNS

17. These terms outline the way that Sync trades with corporate users, such as schools, public sector bodies, businesses, and enterprises, and as such, these orders placed with Sync are not consumer transactions, and are not governed by consumer law. Sync do not accept returns. We may, at our sole discretion, and on a case-by-case basis, allow a customer to return part or all of their order. In such a case, we may take the option to apply a restocking fee to facilitate the return.

Please note that products matching following descriptions can not be returned under any circumstance (with the exception of goods that are defective on arrival. See clause 18):

- Any device that has been removed from its original packaging
- Devices that have been personalised (such as engraved)
- Devices that have been purpose built / tailor-made (such as a Mac with a custom configuration – e.g. additional RAM)
- Software licenses and/or electronic software downloads

- Software products that have had their seal broken
- Services that have been used (such as setup, migration, and configuration services that may have been purchased and carried out whilst purchasing your new computer)
- In-ear headphones, including but not limited to AirPods
- Please do not deface the retail packaging of the product as this may affect the resale value of the product and the value of your refund

To speak to us about our returns policy, please contact hello@wearesync.co.uk

DEFECTS IN QUALITY / QUANTITY

18. Every care is taken in the preparation of the Goods but it is the responsibility of the Customer to check them immediately upon receipt to ensure that they comply with the Customer's instructions in every respect. If the Customer alleges that the Goods do not conform to the Customer's order whether as to content quality or quantity it shall notify the company as soon as is practicable and within three working days of delivery by letter, email of such allegation and the failure to make such notification shall be deemed to be conclusive evidence of the conformity of the goods to the Customer's order in every respect.

19. The Company's liability for defects in the goods shall be limited to the replacement by the Company of the goods at no cost to the Customer, provided that such defect is notified in accordance with clause 19 hereof. The Company shall not be liable for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under these Terms and Conditions. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation.

20. The Company will not be liable for fair wear and tear that is, to the extent that supplied Goods fall into disrepair due to fair wear and tear.

21. The Company will not be liable for minor claims – that is, if the aggregate of all claims arising against the Company in connection with the ordered Goods under or in relation to the Contract is less than five % of the total amount paid by the Customer.

22. The Company will not be liable for any loss due to the Customer not taking all reasonable steps to mitigate the loss (to include the recovery of any monies from any third party such as an insurer).

23. In any event the liability of the Company for defects in the Goods shall be limited to a sum of £10,000 (or the equivalent to 200% of the invoice price of the goods if higher, to a maximum of £[1,000,000]) in respect of which any claim is made against the Company.

24. In the event of the Company requiring increased cover against the risk of any loss in excess of the limitations of liability contained herein or cover against consequential loss or damage, the Company will be pleased to submit a revised price for the goods provided that the Customer's requirement is indicated in writing on or before the date of the Contract.

RISK AND TITLE

25. The risk in the goods shall pass to the Customer upon delivery. Where the goods are collected by or on behalf of the Customer or its agents from the premises of the Seller, the risk shall pass to the Customer at the time the goods are handed over to the Customer or its agents.

26. The property in the goods shall not pass to the Customer until they have been paid for in full. If nevertheless, the Customer sells the goods before they have been paid for in full, he shall hold the proceeds of such sale (or, where he has made partial payment to the Seller for the goods, such of the proceeds as are equal to the sum remaining due from him to the seller for the goods) on trust for the Seller.

STORAGE OF CUSTOMERS GOODS

27. Whilst every care and precaution is taken against loss of or damage to articles entrusted to the Company, all are held at the sole risk of the Customer and no liability is accepted should damage or loss occur. The Customer is advised to insure against loss of or damage to articles entrusted to the Company.

LAWS OF THE JURISDICTION

28. The Contract shall be governed by English Law and the jurisdiction of the English Courts.

CLAIMS

29. Any complaint must be made within three days of delivery beyond which period no claim can be entertained.

FREIGHTAGE

30. Where at the request of our clients we are asked to forward either by Postal, Rail or Courier Freightage, products of this Company, an appropriate charge will be rendered for this service. Whilst every reasonable precaution will be taken to ensure accuracy of despatch, no claims will be accepted by the Company. In the event of damage to or non-delivery of goods by whichever means of Freightage have been used, and after they have left these premises, no claims will be accepted by the Company.

NOTICE

31. Any notice given to a party under or in connection with the Contract shall be in writing and shall be:

- (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the address notified to the Customer from time to time.
- (b) Any notice shall be deemed to have been received:
 - (i) if delivered by hand, on signature of a delivery; and
 - (ii) if sent by pre-paid first-class post at 9.00 am on the second Business Day after posting at the time recorded by the delivery service; and
 - (iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. Business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

(c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

THIRD PARTY RIGHTS

32. Unless it expressly states otherwise, these terms and conditions do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

VARIATION

33. No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

WAIVER

34. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

SEVERANCE

35. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 34 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

CONFIDENTIALITY

36. Each party undertakes that it shall not disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted below.

37. Each party may disclose the other party's confidential information:

- (i) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 36; and
- (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (iii) Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

PRIVACY

37. We will only use your personal data as set out in our Privacy Policy: <https://www.wearesync.co.uk/privacy-policy>

Why Sync?

Sync supports organisations across the UK, aiding in the adoption, deployment, and ongoing use of Apple technology. This includes the provision of hardware, software and finance solutions, as well as installations, training, technical support, repairs, and more.

Our approach covers everything from helping organisations to introduce the latest technology into their working practice, integrating with current systems (including Microsoft and Google), guiding CPD and training strategies, and supporting technology services. Meanwhile our work with Apple Financial Services and recycle scheme ensures your organisation is able to keep your technology up to date, and that older devices never go to waste.



Contact Us

Address: Unit 2.3, Arbeta, Northampton Road,
Manchester, M40 5BP

Email: tenders@wearesync.co.uk

Phone: 0161 605 3838