

Contract of Sale

Terms of Sale

This document together with the documents it refers to are the terms & conditions which govern the ordering of products or services from Ulric of England including products and/or services for sale on Our website, www.ulricofengland.com (“our site”).

By ordering Products or Services from Us you confirm you have read, understood, and agree to be bound by these Terms & Conditions. In the event you do not understand this Contract of Sale or any other legal documents made available to you from our site and/or issued directly to you by Us, please contact us immediately and before entering into a Contract of Sale with Us.

1. Company Information

1.1 Ulric of England is an independent business specialising in military antiques and related services. The Company has a Website – www.ulricofengland.com.

In these documents Ulric of England may also be referred to as (“we”, “us” “our” or “The Company”).

1.2 Opening Hours | Visitors | Deliveries

Our Registered Office Address is 35 Sandford Avenue Church Stretton, Shropshire, SY6 6BH, England. *

The office is open to accept pre-arranged deliveries and Visitors during normal office hours.

The office is closed and unable to accept deliveries on Saturdays, Sundays, Public Bank holidays and all other times as may be required, with or without notice.

*Please telephone for our Warehouse address.

2. How The Contract of Sale is Formed Between The Buyer and Ulric of England.

2.1 An Order is defined as written confirmation to buy Product[s] and/or Services from Us.

2.1.1 Where a given product is listed for sale with ancillary items, for example a medal with related documents, the documents are ancillary items and do not constitute part of the sale, the same applies to framed items – the frames [glazed or

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otherwise] do not constitute part of the sale/purchase.

2.2 Order Acknowledgement

Further to receiving your offer to buy, we will send an e-mail to you acknowledging your order. This is not an order acceptance.

2.3 An offer to buy a Product [Order a Product] with conditions, for example an offer to buy, subject to receiving additional information does not constitute an Order or any Product and/or Order-associated privileges, priorities, and/or Product reservations.

2.4 The following information is required to fulfil your order;

- ✓ Stock Code [7-digits]
- ✓ Brief Product Description
- ✓ Preferred payment method
- ✓ Preferred collection day and time
- ✓ Your contact telephone number
- ✓ Delivery Address and preferred courier
Shipping address (and telephone number)
for product delivery

Buyer proof of identity may be required to process orders.

2.5 Order Acknowledgement & Confirmation.

Further to receipt of your email or telephone call confirming you would like to buy a given product and/or products, we will Acknowledge receipt of your order with an email.

2.5. Order Acceptance

2.5.1 We will confirm acceptance of your order and related order fulfilment details by e-mail.

- ✓ Product Availability
- ✓ Shipping Costs
- ✓ Total Cost [Product + Shipping + in-transit insurance where requested]
- ✓ Fees associated with payments [for example credit card]
- ✓ estimated dispatch and delivery dates and/or proposed collection dates*

*Buyers may arrange to personally collect orders collection from our Registered Office by appointment and within 30-days from receiving cleared-funds

2.7 Order Collection or Dispatch

Buyers may choose to personally collect orders from our Registered Office by appointment and within 30-days from receiving cleared-funds, or-

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Instruct us to arrange shipping/dispatch-delivery to the Buyers nominated [invoice] Delivery Address. Most orders are dispatched within 5-working days from receiving cleared-funds.

2.8 Order Dispatch Confirmation

1. we have received payment [cleared funds] as agreed.
2. we have all the relevant information to ship you Order.
3. your Order has been accepted and our intention is to fulfil the Order.

The Contract of Sale will be formed when we (i) contact the Buyer confirming a mutually agreeable appointment date and time to collect the order from our registered office [notwithstanding receipt of cleared-funds], or (ii) where Buyers elect to ship orders, we confirm the Order Dispatched, the courier/shipping details as defined in the invoice and/or written communication between Us and the Buyer.

2.9 Deposits & Payment Timescales

2.9.1 Some Lots may be reserved with a minimum 20% deposit. For further details please contact us.

2.9.2 In the event we do not receive payment within 5 working days from the invoice date, [or any other time-frame agreed in writing between

the Buyer and Ulric of England] we reserve the right to:

- 2.9.2. 1. cancel the Order with or without notice
- 2.9.2.2 re-offer the product[s] for sale at any price
- 2.9.9.3. change te sale price
- 2.9.9. 4. add, amend, remove, or withdraw the Lot(s) from sale.

2.10 Buyer Obligations

By confirming your intention to purchase Goods or Services from Us you confirm you:

1. are legally capable of entering into binding contracts;
- 2 are at least 18 years old.
3. will- or have disclosed your true identity
4. will- or have disclosed valid and correct payment details
5. will pay the full amount within the agreed time-frame.
6. will pay for all Order-related costs including shipping, in-transit insurance, credit card and custom fees.

3. Collection & Delivery

3.1. Orders may be collected from our Registered Office Address by prior arrangement and/or delivered to the Buyers nominated 'Delivery Address' in accordance with agreed timescales, notwithstanding the Buyer accepts –

3.1.1 The Buyer is responsible for all risk in-transit

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3.1.1.2 delivery timescales are not guaranteed:
We are not liable for any delay in failure to meet estimated dispatch and/or delivery timescales.

3.2 Where timescales are applied to courier services for example, 'Guaranteed Next Day' deliveries by Royal Mail the courier not Ulric of England is responsible for meeting time-scales and any failure to do so or claims for compensation are between the Buyer and courier service, notwithstanding as a gesture of Goodwill we are always pleased to help Buyers to resolve courier-related issues.

3.2.1 Any guidance we may suggest relating to fulfilling your order, for example proposed methods of shipping and/or couriers is guidance only and not a recommendation.

3.2.1.2 Before accepting any shipping methods and/or couriers which we may have suggested as guidance it is understood the Buyer or Buyer's representative has independently evaluated alternative shipping methods and/or couriers.

3.3 A minimum £10.00 fee is charged for postage & packaging.

3.3.1 Orders are packed using courier-compliant methods and fit-for-purpose materials. Bespoke wooden crates may be ordered [as a separate contract].

3.4 All courier services are fully tracked and most require signature upon delivery). It is your responsibility to sign or arrange for your Order to be signed on your behalf by a responsible individual upon delivery.

4. Risk & Title

4.1 Risk in the Product[s] ordered from Us will pass to the Buyer at the point of collection from Us by the Buyer and/or Buyers representative, and/or Buyers nominated courier, and/or collected from us by the courier and/or transferred by Us to the courier collection point.

4.2 Title to Products will pass to the Buyer upon collection and/or dispatch, (4.1 above), and in any event not before We have received full payment in cleared-funds.

5. Price & Payment

5.1 Prices and sums are expressed in GBP Pound Sterling unless otherwise confirmed in writing.

5.1.1 Unless otherwise advised in writing Prices for Lots are ex-shipping/ex in-transit insurance/customs duty and/or import taxes.

5.2 All Prices are subject to change with or without prior notice or reason.

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5.2.1 In rare cases, the price quoted may be incorrect. We will aim to rectify any such error(s) as quickly-as-possible and unless such error has not been identified, will notify you of the correct price before payment is made.

5.3 Lot prices include VAT (where applicable)

5.3.1. Lot Prices exclude delivery/shipping, optional in-transit insurance, optional) bespoke packaging Where relevant, these additional prices will be added to the Buyers' invoice.

5.4 Despite our best efforts, some Products listed for sale on our Website may be incorrectly priced. From time-to-time we may also make errors in confirming prices. We will normally verify prices as part of our dispatch procedures so that, where a Product's correct price is less than our stated price, we will charge the lower amount when dispatching the Product to you. If a Product's correct price is higher than the price stated on our site, we will normally, at our discretion, either contact you for instructions before dispatching the Product, or reject your order and notify you of such rejection.

5.5 We are under no obligation to sell Products at the incorrect price, even after we have dispatched your order.

5.5.1 In the event of 5.5 above the Buyer will be notified within 14 working days from the date of

dispatch and obliged to return the order (shipping at our cost) and/or pay the price difference.

5.6 If we are unable to accept your order, we will, at our option either not debit your card or refund any money paid by you in respect of that order.

5.7 Payment methods.

Methods of payment are Product-specific.

Bank Transfer is accepted on all orders.

Other payment methods by request.

When placing an Order please confirm your preferred method of payment and we will advise accordingly.

5.8 Payments made by credit card are subject to a 4.0% charge (on the total value of the order).

5.9 By submitting an Order you represent and warrant the payment and address details you provide are valid and correct and when your order is accepted and processed, payment will be made in full within the agreed time frame.

5.10 We are not responsible for any charges or other amounts applied by your card issuer or bank as a result of our processing your credit/debit card payment in accordance with your order.

5.11 Payment Authorisation.

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All credit and debit cardholders may be subject to authorisation and authentication. If the issuer of your payment card or our credit card merchant service provider refuses to, or does not for any reason authorise or validate the payment, we will not be liable in these circumstances for any delay or non-delivery in respect of the Product(s) ordered.

5.12 Buyer proof of identity may be requested from time-to-time and in particular to ensure we maintain payment processing compliance.

5.13 By providing the relevant information you specifically authorise us to transmit or to obtain information about you from relevant third parties from time-to-time, including your name, address, telephone number, card details or credit reports, to authenticate your identity and delivery address for the Product(s), validate your payment card and obtain authorisations for your payments for Product(s).

5.14 Payments made by Bank Transfer may take around 7- working days to reach our account ('cleared funds'). The transfer of funds timescale varies and is out of our control and/or responsibility.

5.14.1 We are not responsible for- and are unable to influence- time-scales for 'cleared funds.'

5.14.2 We are not responsible for errors which may be bought about by Bank Transfer- or any other methods of payment.

6. Your Right To Cancel.

Consumer Contracting

6.1 If you are contracting as a consumer you have a right under the Consumer Protection (Distance Selling) Regulations 2000 (as amended) to cancel the Contract (your Order) at any time within 14 working days, beginning on the day after your Order was delivered.

[For full details please see our Refund Policy.](#)

6.2 In the event you elect to cancel a Contract, please contact Us immediately and arrange to return the Product(s) to our receiving address for parcels & packages. Products which are returned to Us under this clause are shipped entirely at the risk and cost of the sender.

6.3 Unless we delivered items to you in error, you will be responsible for all costs and risk associated with returning the Products (including the payment of any import duties and/or taxes where applied.).

6.4 You must take reasonable care of the Products whilst they are in your possession. If you fail to comply with this obligation, we may refuse to accept your cancellation under this clause 6

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and/or have a right of action against you for compensation.

6.5 You will not have the right to cancel the Contract [your Order] under this clause 6 where Products have been made-to-order, for example bespoke wooden carriage crates, tooled initials to leather-bound books or bespoke medal rolls.

6.6 Nothing in this clause 6 affects your rights as a consumer (as 'consumer' is defined at clause 2.3(b) above). As a consumer you have the benefit of certain warranties implied into the Contract. For example, the Sale of Goods Act 1979 (as amended) implies a term into the Contract that the Products must be of satisfactory quality and fit for purpose. See clause 7.2(b) below in relation to Products which you consider are defective.

7. Refund Policy

7.1 For the avoidance of doubt, we offer refunds and/or exchanges in the circumstances set out in and in accordance with current applicable law/ clauses 6 [above] and 7.2 [below].

[For full details see our Refund Policy & Business Terms & Conditions.](#)

7.2 Returning Products.

7.3 In the event you cancel the Contract in accordance with clause 6 above, we will refund the price of the Product in full (subject to clause

6.3). We will process the refund due to you as soon-as-possible and in any case within 30 days or thereabouts of the day after you have given notice of your cancellation. For full details see our Refund Policy & Business Terms & Conditions.

7.2.3 In the event you receive your order and it has sustained damage in-transit please contact us immediately. [For full details see our Refund Policy & Business Terms & Conditions.](#)

8. Our Liability

8.1 We warrant to you that any Product descriptions including written, verbal, and photographic descriptions relating to product authenticity and originality, are given in good faith and are opinion only. Descriptions do not constitute any guarantee, warranty or 'expertise.'

8.1.1 Products offered for sale are historic and unlikely to be fit-for-purpose for which products of the kind are commonly supplied, by way of example products with mechanical devices such as timepieces are unlikely to provide accurate time-keeping, and should not be relied upon to provide accurate time, similarly products with protective values, including products which may have labels promoting protective values for example parachutes, helmets and/or waterproof clothing. [For full details see our Business Terms & Conditions](#)

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8.2 Our liability for losses you may suffer because of Our breaking this agreement is strictly limited to the purchase price of the Product you purchased and any losses which are a foreseeable consequence of us breaking the agreement. Losses are foreseeable where they could be contemplated by you and us at the time your order is accepted by us.

8.3 Nothing in the Contract of Sale excludes or limits in any way our liability: (a) for death or personal injury caused by our negligence; (b) under section 2(3) of the Consumer Protection Act 1987; (c) for fraud or fraudulent misrepresentation; or (d) for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

8.4 We are not responsible for losses which may occur as a side-effect of the main loss or damage, including but not limited to loss of: (a) income or revenue; (b) business; (c) profits or contracts; (d) anticipated savings; (e) data; provided that this clause 8.4 shall not prevent claims for loss of or damage to your tangible property that fall within the terms of clause 8.1 or clause 8.2 or any other claims for direct financial loss that are not excluded by any of categories (a) to (f) inclusive of this clause 8.4.

9. Import Duty

9.1 Orders placed with Ulric of England for (i) delivery to an address outside the UK by courier

and/or(ii) personally collected from Us with intention to personally transfer to an address outside the UK, may be subject to import duties and taxes which are levied when the delivery reaches its specified overseas destination. It is your responsibility to establish potential costs. You will be responsible for payment of any such import duties and taxes. We have no control over - and cannot predict - the amount which may or may not be charged.

9.2 The Buyer is responsible for ensuring compliance with all applicable laws and regulations of the country for which the products are destined. We will not be liable for any breach by you of any such laws.

10. Written Communications

10.1 Applicable laws require some of the information or communications we transfer to you to be in writing. When using Our site, you accept that communication with us will be mainly electronic, notwithstanding you may contact us by telephone during normal office hours. We will contact you by e-mail or provide you with information by posting notices on our Website.

10.2 For contractual purposes, you agree to this electronic means of communication and you acknowledge all contracts, notices, information, and other communications we provide to you electronically comply with any legal requirement

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that such communications be in writing. This condition does not affect your Statutory Rights.

11. Notices

11.1 All notices for example Order Cancellations and/or Order Withdrawals issued by you to Us must be in writing and sent by email and first class post to our Registered Office Address, for the attention of 'Sales.'

11.2 We may serve notice to you by e-mail or the postal address you provide when placing an order. Notice will be deemed received- and properly served immediately when posted on our Website, 24 hours further to an email being sent during our weekday office hours, or 5- working days after the date of posting of any letter to a U.K. address, and/ or 10-working days to an overseas address.

11.3 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 and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

12. Transfer of Rights & Obligations

12.1 The contract between you and Ulric of England is binding on you and us and on our respective successors and assigns.

12.2 You may not transfer, assign, charge, or otherwise dispose of the Contract, or any of your rights or obligations arising under it, without our prior written consent.

12.3 We may transfer, assign, charge, sub-contract or otherwise dispose of the Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

13. Events Outside Our Control

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

13.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following: (a) strikes, lock-outs or other industrial action. (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war. (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster. (d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public

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or private transport. (e) impossibility of the use of public or private telecommunications networks including email and website facilities caused by cyber attacks and/or any other and/or undefined means, (f) the acts, decrees, legislation, regulations, or restrictions of any government.

13.3 Our performance under any Contract is deemed to be suspended for the period the Force Majeure Event continues, and we will have an extension of time for performance for the duration of 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.

14. Waiver

14.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms & conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

14.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

14.3 No waiver by us of any of these terms & conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 11 above.

15. Severability

If any of these terms and 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.

16. Entire agreement

16.1 These terms and conditions and any document expressly referred to in them represent the entire agreement between Ulric of England in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between Us, whether oral or in writing.

16.2 The Buyer and Ulric of England acknowledge in entering a Contract of Sale, neither has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms and conditions.

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16.3 We intend to rely upon these terms & conditions and any document expressly referred to in them in relation to the subject matter of any Contract. While we accept responsibility for statements and representations made by our duly authorised agents, please make sure you ask for any variations from these terms and conditions to be confirmed in writing.

17. Terms & Conditions Amendments

17.1 We have the right to revise and amend all our terms & conditions from time-to-time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system capabilities. Such changes are likely to occur without notice.

17.2 You will be subject to the policies and terms and conditions in force at the time that you order Products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Dispatch Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions,

unless you notify us to the contrary within seven working days of receipt by you of the Products).

18. Law. Jurisdiction. Dispute Resolution

18.1 Contracts for the purchase of Products from Ulric of England, and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the courts of England and Wales.

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legals@ulricofengland.com