**INVOICE**

**114 Victoria Drive  
Wimbledon   
London   
SW19 6PS  
UK  
  
07710230838**

Musea Ltd

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| --- | --- | --- | --- | --- | --- |
| **Qty** | **Description** |  |  | **Unit price £** | **Total £** |
| 50 | **Freshers t-shirts** |  |  | 3.99 | £199.5 |
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|  |  |  |  |  |  |
|  | **Shipping** |  |  |  | FREE |
|  |  |  |  |  |  |
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|  |  |  |  |  |  |
|  |  |  | **Total ex.VAT** |  | **£199.5** |
|  | | | **VAT** |  | **£0.00** |
|  |  |  | **Less Payments Rec’d** |  |  |
|  |  |  | **Less Credit** |  |  |
|  |  |  | **Total to Pay** |  | **£199.5** |

# Delivery address: Christ’s college,

St Andrew’s Street  
Cambridge  
CB2 3BU

PAYMENT DATE: 7 days after receipt of invoice

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| Please pay by electronic funds transfer: | | |
| **Payment Details** |  |  |
| Account name: | Musea Limited |  |
| Account number: | 70699829 |  |
| Sort code: | 20-57-76 |  |

**Purchase order No: 01**

**Date : 20/8/2016**

**Supplier No:**

**Buyer:**

**Christs Boatclub**

**Customer Ref: CHRISTS001**

**Invoice No: 2108168**

**Invoice date: 20/8/2016**

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|  | Terms and conditions overleaf |  |

Musea Ltd: Incorporated with limited liability in England and Wales . Company no.: 9714953. Reg. Office: 114 Victoria Drive, London, SW19 6PS

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| **Terms and Conditions of Sale** |
| **1 Definitions** |
| In these Conditions, unless the context requires otherwise: |
| **Buyer** means the person who buys or agrees to buy the Goods from the Seller; |
| **Conditions** means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller; |
| **Delivery Date**  means the date when the Goods are to be delivered, as specified in writing by the Seller; |
| **Goods** means the articles which the Buyer agrees to buy from the Seller; |
| **Price** means the price for the Goods including carriage, packing, insurance but excluding VAT; and |
| **Seller** means Musea Limited |
| **2 Conditions of Sale** |
| 2.1 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions. |
| 2.2 These Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions, including any terms or conditions which the Buyer may |
| purport to apply under any purchase order, confirmation of order or similar document. |
| 2.3 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions |
| 2.4 Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller. |
| **3 Price and payment** |
| 3.1 The Price shall be the price set out overleaf. |
| 3.2 VAT, which shall be due at the rate ruling on the date of the Seller's invoice, is payable in addition to the Price in the amount stated overleaf. |
| 3.3 Payment of the Price and VAT shall be due and must be paid by the date set out overleaf or, if no date appears, within 14 days of the date of the invoice. |
| 3.4 Time for payment shall be of the essence*.* |
| 3.5 Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment, at a rate of *2*% above the Barclays Bank base rate from time to time in |
| force, and shall accrue at such a rate after as well as before any judgment. |
| **4 The Goods** |
| The quantity and description of the Goods shall be as set out in the Seller's written quotation. |
| **5 Warranties and liability** |
| The Seller warrants that the Goods supplied will at the time of delivery correspond to the description given by the Seller. All other warranties, conditions or terms relating to fitness for purpose, quality |
| or condition of the Goods, whether express or implied by statute or common law or otherwise, are excluded to the fullest extent permitted by law. |
| **6 Delivery of the Goods** |
| 6.1 Unless otherwise agreed in writing Delivery of the Goods shall be made to the Buyer's address overleaf on or before the Delivery Date. The Buyer shall make all arrangements to take delivery of the Goods whenever they are tendered for delivery. |
| The Buyer shall notify the Supplier within seven (7) days of non-delivery. |
| **7 Acceptance of the Goods** |
| 7.1 The Buyer shall inspect the Goods upon delivery and shall be deemed to have accepted the Goods 24 hours after delivery to the Buyer unless the Buyer gives notice to the Seller in writing of any |
| defects in materials, workmanship or any respect in which the Buyer alleges the Goods are not in accordance with the Contract. |
| 7.2 If the Buyer establishes to the Seller’s reasonable satisfaction that the Goods are not in accordance with the Contract or are defective, the Buyer’s sole remedy shall be limited as the Seller may elect |
| to redeliver the Goods or refund of the purchase price upon return of the Goods. |
| 7.3 After acceptance the Buyer shall not be entitled to reject or return Goods which are not in accordance with the contract. |
| **8 Title and risk** |
| 8.1 Risk shall pass to the Buyer on delivery of the Goods. |
| 8.2 Title to the Goods shall remain with the Seller until the Seller has been paid the Price plus VAT (if any) set out overleaf in cleared funds. Until that time the Buyer shall hold the goods as bailee of the |
| Seller. |
| **9 Remedies of Buyer** |
| 9.1 If the Buyer accepts or has been deemed to have accepted any Goods, then the Seller shall have no liability whatsoever to the Buyer in respect of those Goods. |
| 9.2 The Seller shall elect to reimburse the Buyer or re-deliver the Goods (such election to be at the Seller’s sole discretion) only if, the Buyer has notified the Supplier within: twenty-four (24) hours of |
| receipt of damaged, or short/late delivered Goods; or seven (7) days of non-delivery. The Supplier shall not under any circumstances whatsoever be otherwise liable to compensate the Buyer in damages or for any consequential loss arising therefrom. |
| 10 **Severability** |
| 10.1 If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder |
| of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated. |
| **11 Limitation of Liability** |
| 11.1 The Seller shall not be liable for any all loss or damage suffered by the Buyer in excess of the contract price. |
| 11.2 Nothing contained in these Terms and Conditions shall be construed so as to limit or exclude the liability of the Seller for death or personal injury as a result of the Seller's negligence or that of its |
| employees or agents. |
| **General** |
| 11.3 The Buyer acknowledges that it is not relying on any representation, statement, warranty or other provision except those expressly set out in the Seller’s quotation and invoice (provided that nothing |
| in this paragraph shall exclude or restrict the liability of the Seller in respect of fraudulent misrepresentation). |
| 11.4 Failure by the Seller to enforce any of these Conditions shall not constitute a waiver of its right subsequently to enforce such or any other Conditions. |
| 11.5 The Seller shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited |
| to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the Seller shall be entitled to a reasonable extension of its obligations. If the delay persists for such time as the Seller considers unreasonable, it may, without liability on its part, terminate the contract. |
| **12 Governing law and jurisdiction** |
| 12.1 This Agreement shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts. |

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