

Terms and conditions of Spiller Door Controls Ltd

The terms in:

1. Part A apply to you if you are purchasing goods or services from us as a consumer.
2. Part B apply to you if you are purchasing goods or services from us in the course of business.

Part A – Consumer Terms and conditions

1 THESE TERMS

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply products to you, whether these are goods or services.
- 1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2 INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 **Who we are.** We are Spiller Door Controls Ltd t/a Spiller Architectural Ironmongery and/or Door Controls Direct a company registered in England and Wales. Our company registration number is 04883240 and our registered office is at The Pavilion Botleigh Grange Business Park, Hedge End, Southampton, SO30 2AF and our main trading address is Unit 3, Grove Trading Estate, Dorchester, Dorset, DT1 1ST. Our registered VAT number is 634 3436 49.
- 2.2 **How to contact us.** You can contact us by telephoning or writing to one of our customer service teams:

Dorchester Branch : Unit 3 Grove Trading Estate, Dorchester, Dorset, DT1 1ST
Tel no: 01305 263300
Email: dorchester@spillerai.co.uk
Yeovil Branch : 1 Oxford Road, Pen Mill Trading Estate, Yeovil, Somerset BA21 5HR
Tel no: 01935 432939
Email yeovil@spillerai.co.uk
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 **“Writing”** includes emails. When we use the words “writing” or “written” in these terms, this includes emails.

3 **OUR CONTRACT WITH YOU**

3.1 **How we will accept your order.** Our acceptance of your order will take place when we tell you that we are able to provide you with the product, at which point a contract will come into existence between you and us.

3.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.

3.3 **Your order number.** We may assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number (if provided to you) whenever you contact us about your order.

4 **OUR PRODUCTS**

4.1 **Products may vary slightly from their pictures.** The images of the products in our brochure and on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours or the printed pictures in our brochure accurately reflects the colour of the products. Your product may vary slightly from those images. Although we have made every effort to be as accurate as possible, all sizes, weights, capacities, dimensions and measurements indicated on our website or in our catalogue or brochure have a 5% tolerance.

4.2 **Product packaging may vary.** The packaging of the product may vary from that shown on images on our website or in our catalogue or brochure.

5 **YOUR RIGHTS TO MAKE CHANGES**

If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

6 **OUR RIGHTS TO MAKE CHANGES**

Minor changes to the products. We may change the product to reflect changes in relevant laws and regulatory requirements.

7 **PROVIDING THE PRODUCTS**

7.1 **Delivery costs.** The costs of delivery (if applicable) will be as told to you during the order process.

7.2 **When we will provide the products.** During the order process, if you are not purchasing in store and taking the goods away with you on the day, we will let you know when we will provide the products to you.

- 7.2.1 **If the products are goods.** If the products are goods we will deliver them to you as soon as reasonably possible and in any event within 30 days after the day on which we accept your order.
- 7.2.2 **If the products are one-off services.** We will begin the services on the date agreed with you during the order process.
- 7.3 **We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.
- 7.4 **Collection by you.** If you have asked to collect the products from our premises, you can collect them from us at any time during our opening hours.
- 7.5 **If you are not at home when the product is delivered.** If no one is available at your address to take delivery and the products cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange delivery or collect the products.
- 7.6 **If you do not re-arrange delivery.** If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them the relevant delivery depot (if applicable) we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 9.2 will apply.
- 7.7 **If you do not allow us access to provide services.** If you do not allow us access to your property to perform the services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 9.2 will apply.
- 7.8 **Your legal rights if we deliver late.** You have legal rights if we deliver any products late. If we miss the delivery deadline for any products then you may treat the contract as at an end straight away if any of the following apply:
- 7.8.1 we have refused to deliver the products;
- 7.8.2 delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
- 7.8.3 you told us before we accepted your order that delivery within the delivery deadline was essential.
- 7.9 **Setting a new deadline for delivery.** If you do not wish to treat the contract as at an end straight away, or do not have the right to do so under clause 7.8, you can give us a new deadline for delivery, which must be reasonable, and you can treat the contract as at an end if we do not meet the new deadline.

7.10 **Ending the contract for late delivery.** If you do choose to treat the contract as at an end for late delivery under clause 7.8 or clause 7.9, you can cancel your order for any of the products or reject products that have been delivered. If you wish, you can reject or cancel the order for some of those products (not all of them), unless splitting them up would significantly reduce their value. After that we will refund any sums you have paid to us for the cancelled products and their delivery. If the products have been delivered to you, you will have to return them to us, post them back or allow us to collect them, and we will pay the costs of this.

7.11 **When you become responsible for the product.** The product will be your responsibility from the time we deliver the product to the address you gave us or you or a carrier organised by you collect it from us.

7.12 **When you own the products.** You own a product which is goods once we have received payment in full.

8 YOUR RIGHTS TO END THE CONTRACT

8.1 **You can always end the contract for the supply of a product before it has been completed.** You may contact us to end your contract for a product at any time before we have delivered it or completed supplying it and you have paid for it, but in some circumstances we may charge you for doing so, as described below. Of course, you always have rights where a product is faulty or mis-described (see clause 10, "If there is a problem with the products").

8.2 **What happens if you have a good reason for ending the contract.** If you are ending a contract for a reason set out at clause 8.2.1 to 8.2.3 below the contract will end immediately and we will refund you in full for any products which have not been provided or have not been provided properly and you may also be entitled to further compensation. The reasons are:

8.2.1 we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;

8.2.2 there is a risk that supply of the products may be significantly delayed because of events outside our control; or

8.2.3 you have a legal right to end the contract because of something we have done wrong (but see clause 7.8 in relation to your rights to end the contract if we deliver late).

8.3 **Returning products after ending the contract.** If you end the contract after products have been dispatched to you and (because we cannot recall them) they are delivered to you, you must return them to us. If you are ending the contract because of an error in pricing or description, a delay in delivery due to events outside our control or because you are exercising your legal rights to end the contract because of something we have done wrong then we will pay the costs of return. In all other circumstances you must pay the costs of return.

9 OUR RIGHTS TO END THE CONTRACT

9.1 **We may end the contract if you break it.** We may end the contract for a product at any time by writing to you if:

- 9.1.1 you do not make any payment to us when it is due and you still do not make payment within 5 days of us reminding you that payment is due;
- 9.1.2 you do not, within a reasonable time, allow us to deliver the products to you or collect them from us; or
- 9.1.3 you do not, within a reasonable time, allow us access to your premises to supply the services.

9.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

10 IF THERE IS A PROBLEM WITH THE PRODUCT

10.1 **How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at 01305 263300 or write to us at dorchester@spillerai.co.uk and Unit 3, Grove Trading Estate, Dorchester, Dorset, DT1 1ST. Alternatively, please speak to one of our staff in-store.

10.2 **Summary of your legal rights.** We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

If your product is **goods**, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected life of your product your legal rights entitle you to the following:

- up to 30 days: if your item is faulty, then you can get a refund.
- up to six months: if your faulty item can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- up to six years: if the item can be expected to last up to six years you may be entitled to a repair or replacement, or, if that doesn't work, some of your money back.

If your product is **services**, the Consumer Rights Act 2015 says:

- you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- if you haven't agreed a price upfront, what you're asked to pay must be reasonable.

- if you haven't agreed a time upfront, it must be carried out within a reasonable time.

10.3 **Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection.

11 **YOUR ADDITIONAL CONSUMER RIGHT OF RETURN AND REFUND. THIS CLAUSE ONLY APPLIES IF YOU ARE A CONSUMER AND YOU PLACED YOUR ORDER BY DISTANCE MEANS (BEING ORDERS PLACED BY POST, TELEPHONE, FAX OR EMAIL)**

11.1 If you are a consumer, you have a legal right to cancel the contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 during the period set out below in clause 11.3. This means that during the relevant period if you change your mind or decide for any other reason that you do not want to receive or keep any products, you can notify us of your decision to cancel the contract and receive a refund.

11.2 However, this cancellation right does not apply in the case of:

11.2.1 any products which become mixed inseparably with other items after their delivery;
or

11.2.2 any products that are made to your specifications or which are clearly personalised.

11.3 Your legal right to cancel the contract starts from the date of our dispatch confirmation, which is when the contract between us is formed. Your deadline for cancelling the contract then depends on what you have ordered and how it is delivered, as set out in the table below:

Your contract	End of the cancellation period
Your contract is for a single product (which is not delivered in instalments on separate days).	The end date is the end of 14 days after the day on which you receive the product. Example: if we provide you with a dispatch confirmation on 1 January and you receive the product on 10 January you may cancel at any time between 1 January and the end of the day on 24 January.
Your contract is for either of the following: <ul style="list-style-type: none"> • one product which is delivered in instalments on separate days. • multiple products which are delivered on separate days. 	The end date is 14 days after the day on which you receive the last instalment of the product or the last of the separate products ordered. Example: if we provide you with a dispatch confirmation on 1 January and you receive the first instalment of your product or the first of your separate products on 10 January and the last instalment or last separate product on 15 January you may cancel in respect of all instalments and any or all of the separate products at any time between 1 January and the end of the day on 29 January.

<p>Your contract is for the regular delivery of a product over a set period.</p>	<p>The end date is 14 days after the day on which you receive the first delivery of the products.</p> <p>Example: if we provide you with a dispatch confirmation on 1 January in respect of products to be delivered at regular intervals over a year and you receive the first delivery of your products on 10 January, you may cancel at any time between 1 January and the end of the day on 24 January. 24 January is the last day of the cancellation period in respect of all products to arrive during the year.</p>
<p>Your contract is for services</p>	<p>You have 14 days after the day we confirm we accept your order. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.</p>

11.4 To cancel the contract, you just need to let us know that you have decided to cancel. The easiest way to do this is to complete the cancellation form, a copy of which is attached to these terms as a schedule. You can also e-mail us at dorchester@spillerai.co.uk or contact us by telephone on 01305 263300 or by post to Unit 3, Grove Trading Estate, Dorchester, Dorset, DT1 1ST. If you are e-mailing us or writing to us please include details of your order to help us to identify it. If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you send us the e-mail or post the letter to us. For example, you will have given us notice in time as long as you get your letter into the last post on the last day of the cancellation period or e-mail us before midnight on that day.

11.5 If you cancel your contract we will:

11.5.1 refund you the price you paid for the products. However, please note we are permitted by law to reduce your refund to reflect any reduction in the value of the products, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the products and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount;

11.5.2 refund any delivery costs you have paid, although, as permitted by law, the maximum refund will be the costs of delivery by the least expensive delivery method we offer (provided that this is a common and generally acceptable method); and

11.5.3 make any refunds due to you as soon as possible and in any event within the deadlines indicated below:

(a) if you have received the product and we have not offered to collect it from you: 14 days after the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For information about how to return products to us, see clause 11.7; and

- (b) if you have not received the products or you have received them and we have offered to collect them from you: 14 days after you inform us of your decision to cancel the contract.

11.6 We will refund you by the same means you paid for the products.

11.7 If products have been delivered to you before you decide to cancel your contract:

11.7.1 then you must return them to us without undue delay and in any event not later than 14 days after the day on which you let us know that you wish to cancel the contract. You can either send them back, return them to us in-store, by post or hand them to our authorised carrier. If we have offered in writing to collect the products from you, we will collect the products from the address to which they were delivered. We will contact you to arrange a suitable time for collection; and

11.7.2 you will be responsible for the cost of returning the products to us. If the products are ones which cannot be returned by post, we estimate that if you use the carrier which delivered the products to you, these costs should not exceed the sums we charged you for delivery. If we have offered to collect the products from you, we will charge you the direct cost to us of collection.

12 **INTERNATIONAL DELIVERY**

12.1 On request we may be able to arrange delivery to certain countries outside of the United Kingdom. We will confirm the price of such delivery before the order is accepted. In all other cases, international orders must be collected by you.

12.2 If you order products for delivery to a country outside of the United Kingdom, the products may be subject to import duties and taxes which are applied when the delivery reaches that destination. We have no control over these charges and cannot predict their amount. You will be responsible for payment of any such import duties and taxes. You should contact your local customs office for further information before placing an order.

12.3 You must comply with all applicable laws and regulations of the country for which the products are destined. We will not be liable or responsible if you break any such law.

13 **MANUFACTURERS GUARANTEE**

Some of the products come with a manufacturer's guarantee. For details of the applicable terms and conditions, please refer to the manufacturer's guarantee provided with the products.

14 **PRICE AND PAYMENT**

14.1 **Where to find the price for the product.** The price of the product (which includes VAT) will be the price set out in our price list in force at the date of your order unless we have agreed another price in writing. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 14.3 for what happens if we discover an error in the price of the product you order.

14.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

14.3 **What happens if we got the price wrong.** 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 in our price list, 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 and refund you any sums you have paid and require you to return any products received.

14.4 **When you must pay and how you must pay.** We accept payment in cash (if payment is made in store), credit and debit card (other than American Express). When you must pay depends on what product you are buying:

14.4.1 For **goods**, you must pay for the goods, if you purchase in-store to take away on the day, at the time you order or, if the goods are to be delivered to you, before we dispatch them.

14.4.2 For **services**, we will invoice you on or after completion of the services. You must pay each invoice within 30 calendar days after the date of the invoice.

14.5 **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

14.6 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know and we will not charge you interest until we have resolved the issue.

15 **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

15.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking our contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

15.2 **When we are liable for damage to your property.** If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.

15.3 **What we do not exclude our liability for.** 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, for breach of your legal rights in relation to the products or for defective products under the Consumer Protection Act 1987.

15.4 **We are not liable for business losses.** We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

16 **HOW WE MAY USE YOUR PERSONAL INFORMATION**

We only use your personal information in accordance with our Privacy Notice. Please take the time to read our Privacy Notice, as it includes important terms which apply to you. A copy of our Privacy Notice can be found at [here](#).

17 **OTHER IMPORTANT TERMS**

17.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation.

17.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

17.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

17.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

17.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

17.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

Schedule - Model cancellation form

(Complete and return this form only if you wish to withdraw from the contract)

To

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/for the supply of the following service [*],

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

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Part B – Business terms and conditions

1 INTERPRETATION

1.1 **Definitions.** In these Conditions, the following definitions apply:

Business Day means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Commencement Date has the meaning set out in clause 2.2.

Conditions means these terms and conditions as amended from time to time in accordance with clause 16.8.

Contract means the contract between the Supplier and the Customer for the supply of Goods and/or Services in accordance with these Conditions.

Customer means the person or firm who purchases the Goods and/or Services from the Supplier.

Delivery Location has the meaning set out in clause 4.2.

Force Majeure Event has the meaning given to it in clause 15.1.

Goods means the goods (or any part of them) set out in the Order.

Goods Specification means any specification for the Goods, including any relevant plans or drawings, that is agreed in writing by the Customer and the Supplier.

Insolvency Event means (i) the taking of any action for or with a view to the making of an administration order or the appointment of an administrator in respect of the Customer or any of its subsidiaries or (ii) the taking of any action for or with a view to the winding-up, dissolution, liquidation, reconstruction or reorganisation of the Customer or any of its subsidiaries or (iii) the Customer or any of its subsidiaries becoming insolvent or unable to pay its debts or entering into a voluntary arrangement or other dealing with any of its creditors with a view to avoiding, or in expectation of, insolvency or stopping or threatening to stop payments to creditors generally or (iv) an encumbrancer taking possession or an administrator, receiver or manager being appointed of the whole or any material part of the assets of the Customer or any of its subsidiaries and includes any equivalent or analogous proceedings by whatever name known in whatever jurisdiction.

Intellectual Property Rights means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order means the Customer's order for the supply of Goods and/or Services, as set out in the Customer's purchase order form or the Customer's written acceptance of the Supplier's quotation.

Services means the services supplied by the Supplier to the Customer as set out in the Service Specification (if any).

Service Specification means the description or specification for the Services provided in writing by the Supplier to the Customer.

Supplier means either Spiller Door Controls Ltd (a company registered in England and Wales with company number 04883240)

Supplier Materials has the meaning set out in clause 10.1.7.

1.2 **Construction.** In these Conditions, the following rules apply:

1.2.1 a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

1.2.2 a reference to a party is a party to the Contract and includes the party's personal representatives, successors or permitted assigns;

1.2.3 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

1.2.4 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; and

1.2.5 a reference to **writing** or **written** excludes faxes and e-mails.

2 **BASIS OF CONTRACT**

2.1 The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).

2.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.

2.4 Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions of the Goods or illustrations or descriptions of the Services contained in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.

2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.6 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 90 days from its date of issue.

2.7 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

3 **GOODS**

3.1 The Goods are described in the Supplier's catalogue or, if any, the Goods Specification.

3.2 To the extent that the Goods are to be manufactured in accordance with a Goods Specification supplied by the Customer, the Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Goods Specification. This clause 3.2 shall survive termination of the Contract.

3.3 The Supplier reserves the right to amend the specification of the Goods (including the Goods Specification if any) if required by any applicable statutory or regulatory requirements.

3.4 If Goods which were the subject of a special order (occurring where the Goods weren't in stock and were ordered in specially for the Customer as they are of a type not usually stocked by the Supplier) are returned the refund provided to the Customer will be reduced by the cost to the Supplier of returning the Goods to its supplier (the supplier's re-stocking charge).

4 **DELIVERY OF GOODS**

4.1 The Supplier shall ensure that each delivery of the Goods (if the Goods are to be delivered rather than collected in-store) is accompanied by a delivery note which shows the date of the Order, all relevant Customer and Supplier reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered.

4.2 Unless the Goods are collected, the Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after the Supplier notifies the Customer that the Goods are ready. If no one is available at the Customer's address to take delivery, the Supplier will leave the Customer a note that the Goods have been returned to the Supplier's premises, in which case, please contact the Supplier to rearrange delivery.

4.3 Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location.

4.4 If the Customer agrees to collect the Goods, they shall be collected from the Supplier's main trading premises at any time during its usual working hours.

4.5 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.6 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in

the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event, the Customer's failure to provide the Supplier with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.

4.7 If the Customer fails to accept or take delivery of the Goods within three Business Days of the Supplier notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by the Supplier's failure to comply with its obligations under the Contract in respect of the Goods:

4.7.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which the Supplier notified the Customer that the Goods were ready; and

4.7.2 the Supplier shall store the Goods until delivery takes place and charge the Customer for all related costs and expenses (including insurance).

4.8 If 10 Business Days after the Supplier notified the Customer that the Goods were ready for delivery the Customer has not taken or accepted delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

4.9 The Customer shall not be entitled to reject the Goods if the Supplier delivers up to and including 5% more or less than the quantity of Goods ordered, but a pro-rata adjustment shall be made to the Order invoice on receipt of notice from the Customer that the wrong quantity of Goods was delivered.

4.10 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5 **INTERNATIONAL DELIVERY**

5.1 On request the Supplier may be able to arrange delivery to certain countries outside of the United Kingdom. The Supplier will confirm the price of such delivery before the Order is accepted. In all other cases, international orders must be collected by the Customer.

5.2 If the Customer orders Goods for delivery to a country outside of the United Kingdom, the Goods may be subject to import duties and taxes which are applied when the delivery reaches that destination. The Supplier has no control over these charges and cannot predict their amount. The Customer will be responsible for payment of any such import duties and taxes. The Customer should contact its local customs office for further information before placing an Order.

5.3 The Customer must comply with all applicable laws and regulations of the country for which the Goods are destined. The Supplier will not be liable or responsible if the Customer breaks any such law.

6 **MANUFACTURERS GUARANTEE**

Some of the Goods come with a manufacturer's guarantee. For details of the applicable terms and conditions, please refer to the manufacturer's guarantee provided with the Goods.

7 QUALITY OF GOODS

- 7.1 Save where a manufacturer's guarantee is provided, the Supplier warrants that on delivery, and for a period of 12 months from the date of delivery (**warranty period**), the Goods shall:
- 7.1.1 conform in all material respects with their description and any applicable goods specification (including the Goods Specification if any);
 - 7.1.2 be free from material defects in design, material and workmanship;
 - 7.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
 - 7.1.4 be fit for any purpose held out by the Supplier.
- 7.2 Subject to clause 7.3, if:
- 7.2.1 the Customer gives notice in writing during the warranty period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 7.1; and
 - 7.2.2 the Supplier is given a reasonable opportunity of examining such Goods; and
 - 7.2.3 the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost,
- the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 7.3 The Supplier shall not be liable for the Goods' failure to comply with the warranty in clause 7.1 if:
- 7.3.1 the Customer makes any further use of such Goods after giving a notice in accordance with clause 7.2;
 - 7.3.2 the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;
 - 7.3.3 the defect arises as a result of the Supplier following any drawing, design or Goods Specification supplied by the Customer;
 - 7.3.4 the Customer alters or repairs such Goods without the written consent of the Supplier;
 - 7.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or
 - 7.3.6 the Goods differ from their description (including the Goods Specification if any) as a result of changes made to ensure they comply with applicable statutory or regulatory standards.
- 7.4 Except as provided in this clause 7, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 7.1.
- 7.5 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by the Supplier under clause 7.2.

8 TITLE AND RISK

- 8.1 The risk in the Goods shall pass to the Customer on completion of delivery.
- 8.2 Title to the Goods shall not pass to the Customer until the earlier of the date on which:
- 8.2.1 the Supplier receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums; and
 - 8.2.2 the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 8.4.
- 8.3 Until title to the Goods has passed to the Customer, the Customer shall:
- 8.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
 - 8.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - 8.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;
 - 8.3.4 notify the Supplier immediately if it becomes subject to any Insolvency Event; and
 - 8.3.5 give the Supplier such information relating to the Goods as the Supplier may require from time to time.
- 8.4 Subject to clause 8.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Goods. However, if the Customer resells the Goods before that time:
- 8.4.1 it does so as principal and not as the Supplier's agent; and
 - 8.4.2 title to the Goods shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.
- 8.5 If before title to the Goods passes to the Customer the Customer becomes subject to an Insolvency Event then, without limiting any other right or remedy the Supplier may have:
- 8.5.1 the Customer's right to resell Goods or use them in the ordinary course of its business ceases immediately; and
 - 8.5.2 the Supplier may at any time:
 - (a) require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and
 - (b) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

9 SUPPLY OF SERVICES

- 9.1 The Supplier shall provide the Services to the Customer in accordance with the Service Specification in all material respects.

- 9.2 The Supplier shall use all reasonable endeavours to meet any performance dates for the Services specified in the Services Specification, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 9.3 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.
- 9.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

10 **CUSTOMER'S OBLIGATIONS IN RESPECT OF THE SERVICES**

- 10.1 The Customer shall:
- 10.1.1 ensure that the terms of the Order and (if submitted by the Customer) the Services Specification are complete and accurate;
 - 10.1.2 co-operate with the Supplier in all matters relating to the Services;
 - 10.1.3 provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as:
 - (a) reasonably required by the Supplier to provide the Services; and
 - (b) specified in any applicable Order and/or Services Specification;
 - 10.1.4 provide the Supplier with such information and materials as the Supplier may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;
 - 10.1.5 prepare the Customer's premises for the supply of the Services;
 - 10.1.6 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start; and
 - 10.1.7 keep and maintain all materials, equipment, documents and other property of the Supplier (**Supplier Materials**) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation.
- 10.2 If the Supplier's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
- 10.2.1 the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
 - 10.2.2 the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 10.2; and

10.2.3 the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

11 CHARGES AND PAYMENT

11.1 The price for the Goods shall be the price set out in the Order or, if no price is quoted, the price set out in the Supplier's published price list as at the date of delivery. The price of the Goods is exclusive of all costs and charges of packaging, insurance and transport of the Goods, which shall be paid by the Customer when it pays for the Goods.

11.2 The Supplier reserves the right to increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to the Supplier that is due to:

11.2.1 any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

11.2.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or

11.2.3 any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Goods.

11.3 The charges for the Services shall be as set out in the Order. If the Services take longer than usual for reasons beyond the Supplier's control the Supplier reserves the right to increase its charges to take account of the additional time spent. The Supplier shall also be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.

11.4 In respect of Goods, unless the Goods are to be collected in store in which case payment is required on collection, the Supplier shall invoice the Customer on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice the Customer on or at any time after completion of the Services.

11.5 The Customer shall pay each invoice submitted by the Supplier:

11.5.1 (unless the Supplier has agreed in writing to open a credit account for the Customer) within 30 days of the date of the invoice; and

11.5.2 in full and in cleared funds to a bank account nominated in writing by the Supplier, and

11.5.3 time for payment shall be of the essence of the Contract.

11.6 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts

in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.

11.7 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 3% per annum above The Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

11.8 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding except as required by law. The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

12 **INTELLECTUAL PROPERTY RIGHTS**

12.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Supplier.

12.2 The Customer acknowledges that, in respect of any third party Intellectual Property Rights in the Services, the Customer's use of any such Intellectual Property Rights is conditional on the Supplier obtaining a written licence from the relevant licensor on such terms as will entitle the Supplier to license such rights to the Customer.

12.3 All Supplier Materials are the exclusive property of the Supplier.

13 **CONFIDENTIALITY**

A party (**receiving party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (**disclosing party**), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 13 shall survive termination of the Contract.

14 **Limitation of liability: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**

14.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

14.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

14.1.2 fraud or fraudulent misrepresentation;

- 14.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
 - 14.1.4 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
 - 14.1.5 defective products under the Consumer Protection Act 1987.
- 14.2 Subject to clause 14.1:
- 14.2.1 the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
 - 14.2.2 the Supplier's total liability to the Customer in respect of all 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 and/or Services.
- 14.3 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 14.4 This clause 14 shall survive termination of the Contract.
- 15 **FORCE MAJEURE**
- 15.1 For the purposes of the Contract, **Force Majeure Event** means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- 15.2 The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under the Contract as a result of a Force Majeure Event.
- 15.3 If the Force Majeure Event prevents the Supplier from providing any of the Services and/or Goods for more than 4 weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate the Contract immediately by giving written notice to the Customer.
- 16 **GENERAL**
- 16.1 The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.
- 16.2 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.
- 16.3 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid,

legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

- 16.4 If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 16.5 A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its 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.
- 16.6 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
- 16.7 A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 16.8 Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by the Supplier.

17 **NOTICES**

- 17.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial courier.
- 17.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 17.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 17.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action

18 **DATA PROTECTION**

- 18.1 The following definitions apply in this clause 18:

Applicable Law means (i) any law, statute, regulation, by-law or subordinate legislation in force from time to time to which a party is subject and/or which is applicable in any jurisdiction that the Goods and/or Services are provided to or in respect of; (ii) the common law and laws

of equity as applicable to the parties (or either of them) from time to time; (iii) any binding court order, judgment or decree as applicable to the parties (or either of them) from time to time; or (iv) any applicable direction, policy, rule or order that is binding on a party and that is made or given by any regulatory body having jurisdiction over that party or any of that party's assets, resources or business;

Customer Personal Data means any Personal Data which the Supplier receives pursuant to the performance of the Services and/or the supply of the Goods;

Data Protection Legislation means all applicable data protection legislation including Regulation (EU) 2016/679 (the General Data Protection Regulation or the GDPR) and any national implementing laws, regulations and secondary legislation (or in the event that the UK leaves the European Union, all equivalent legislation enacted in the UK in respect of the protection of Personal Data) (all as amended, updated or re-enacted from time to time); and

Personal Data, Data Subject, Data Controller and **Data Processor** have the meanings as defined in the Data Protection Legislation.

- 18.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Data Controller and the Supplier is the Data Processor in respect of Customer Personal Data. Clause 18.6 sets out the nature and purpose of processing by the Supplier, the duration of the processing and the types of Personal Data and categories of Data Subject.
- 18.3 Without prejudice to the generality of clause 18.2, the Customer will ensure that it has all necessary and appropriate consents and notices in place to enable lawful transfer of the Customer Personal Data to the Supplier for the duration and purposes of the Contract.
- 18.4 Without prejudice to the generality of clause 18.2, the Supplier shall, in relation to any Customer Personal Data processed by it in connection with the performance by the Supplier of its obligations under the Contract:
- 18.4.1 process that Customer Personal Data only on the written instructions of the Customer unless the Supplier is required by Applicable Law to process Customer Personal Data otherwise than in accordance with the Customer's written instructions. Where the Supplier is relying on Applicable Law as the basis for processing Customer Personal Data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Applicable Law unless the Applicable Law prohibits the Supplier from so notifying the Customer;
- 18.4.2 immediately inform the Customer if the Supplier becomes aware of a written instruction given by the Customer under clause 18.4.1 that, in the Supplier's opinion, infringes Data Protection Legislation and the Supplier shall be entitled to suspend the supply of the Goods and Services (or at the Supplier's discretion just the part of the Goods and/or Services which are impacted by the infringement) until such time as the parties have agreed appropriate amended instructions which are not infringing;
- 18.4.3 ensure that it has in place appropriate technical and organisational measures:

- (a) to protect against unauthorised or unlawful processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Customer Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Customer Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it); and
 - (b) in so far as possible and taking into account the nature of the processing, to assist the Customer in the fulfilment of the Customer's obligations to respond to any request from a Data Subject relating to Customer Personal Data;
- 18.4.4 ensure that all personnel who process Customer Personal Data are obliged to keep the Customer Personal Data confidential except where disclosure is required in accordance with Applicable Law;
- 18.4.5 assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities;
- 18.4.6 at the written direction of the Customer, delete or return Customer Personal Data and copies thereof to the Customer on termination or expiry of the Contract unless required by Applicable Law to store the Customer Personal Data; and
- 18.4.7 maintain and on request provide to the Customer information to demonstrate its compliance with this clause 18 and allow for audits by the Customer or the Customer's designated auditor subject to the Customer; giving the Supplier reasonable prior notice of such information requests or audits; keeping all information obtained or generated thereby strictly confidential (save for disclosure required by Applicable Law); and ensuring that such audit or inspection is undertaken during normal business hours and with minimal disruption to the Supplier's business.
- 18.5 The Customer consents to the Supplier appointing the following as third-party processors of Customer Personal Data under the Contract.

Name of processor	Further Details
Merlin Business Software Ltd	Support the Supplier's ERP (enterprise resource planning) system
Teapot Creative	Support/maintain the Supplier's Prestashop ecommerce website platform

Riskstop Group Limited and its group companies	Provide business support services to the Supplier
The Base Multimedia	Support/main the Supplier's Wix website platform
DPD Local UK Ltd	Courier used for deliveries
Prestashop	Provide one of the Supplier's website platforms
Mailchimp	Provide the Supplier's email marketing platform
Wix	Provide one of the Supplier's website platforms

The Supplier confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 18. As between the Customer and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 18.5.

18.6 This clause sets out the nature and purpose of processing by the Supplier, the duration of the processing by the Supplier, the types of Personal Data and the categories of Data Subject:

18.6.1 Purpose of processing: For the purpose of the supply of Goods and Services to the Customer in accordance with the Contract.

18.6.2 Nature of processing: For the fulfilment of Orders placed by the Customer.

18.6.3 Duration of processing: The term of the Contract.

18.6.4 Types of Personal Data: The Customer's employees and customers' full names, home addresses, email addresses and contact telephone numbers.

18.6.5 Categories of Data Subject: Data in relation to employees and customers of the Customer.

19 **GOVERNING LAW AND JURISDICTION**

19.1 These Conditions, the Contract 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) shall be governed by and construed in accordance with the law of England and Wales.

19.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Conditions, the Contract or their subject matter or formation (including non-contractual disputes or claims).