

OUR TERMS

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, services or digital content.

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 PT Lock and Safe Limited a company registered in England and Wales. Our company registration number is 08981362 and our registered office is at 31 Ivy Road, Norwich, England, NR5 8BF. Our registered VAT number is GB125358028B.

2.2 **How to contact us.** You can contact us by telephoning our customer service team on 01603 812613 or by writing to us at admin@ptlockandsafe.co.uk or write to us at Unit 6 Henderson Business Centre, 31 Ivy Road Norwich NR5 8BF

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 either accept it over the phone, in person, via social media or via email at which point a contract will come into existence between you and us.

4. OUR PRODUCTS

4.1 **Products may vary slightly from their pictures.** The images of any products on our website or in any brochure 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 a picture in our brochure accurately reflects the colour of the products. Your product or its packaging may vary slightly from those images.

4.2 You acknowledge that you do not rely on any other representations regarding any products save for those made in writing by us. No descriptions of any products set out in any marketing material of ours shall be binding on us and are intended as a guide only.

5. OUR RIGHTS TO MAKE CHANGES

5.1 **Minor changes to the products.** We reserve the right to change any product at any time:

(a) to reflect changes in relevant laws and regulatory requirements; and

(b) to implement minor technical adjustments and improvements, for example to address a security threat.

6. PROVIDING THE PRODUCTS

6.1 **Delivery costs.** The costs of delivery will be as told to you over the telephone, set out in our brochure or on our website or told to you in the course of email exchanges.

6.2 **When we will provide the products.** During the order process we will let you know when we will provide the products to you. If the products are ongoing services, we will also tell you during the order process when and how you can end the contract. 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.

6.3 **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 other than any parts ordered by us under clause 11.2 and referred to in clause 8.6.

6.4 **Collection by you.** If you have asked to collect the products from our premises, you can collect them from us by prior appointment only from Unit 6 Henderson Business Centre, 31 Ivy Road Norwich NR5 8BF during our working hours of 08:30-17:30 on weekdays (excluding public holidays).

Your legal rights if we deliver goods late. You have legal rights if we deliver any goods late. If we miss any delivery deadline we agree with you for any goods then you may treat the contract as at an end straight away if we have refused to deliver the goods..

6.5 **When you become responsible for the goods.** A product which is goods 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.

6.6 **Your responsibility for an immobilised vehicle.** If we attend a vehicle, effect a repair and the vehicle is subsequently immobilised, you must at your own cost, ensure that it is brought back to our premises at Unit 6 Henderson Business Centre, 31 Ivy Road Norwich NR5 8BF if you wish us to deal with it.

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

6.8 **We may suspend supply of the products if you do not pay.** If you do not pay us for the products when you are supposed to (see clause 11) and you still do not make payment within seven days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will not suspend the products where you dispute the unpaid invoice (see clause 12). We will not charge you for the products during the period for which they are suspended. As well as suspending the products we can also charge you interest on your overdue payments (see clause 11).

7. YOUR RIGHTS TO END THE CONTRACT

7.1 **You can always end your contract with us.**

- (a) **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), **see** clause 10;
 - (b) **If you want to end the contract because of something we have done or have told you we are going to do, see** clause 7.2;
 - (c) **If you have just changed your mind about the product, see** clause 7.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods;
 - (d) **In all other cases (if we are not at fault and there is no right to change your mind), see** clause 7.6
- 7.2 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (d) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:
- (a) 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;
 - (b) there is a risk that supply of the products may be significantly delayed because of events outside our control;
 - (c) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons; or
 - (d) you have a legal right to end the contract because of something we have done wrong..
- 7.3 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most products bought over the telephone or by mail order or by exchange of emails you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.
- 7.4 **When you don't have the right to change your mind.** You do not have a right to change your mind in respect of:
- (a) any digital products after you have started to download or stream these;
 - (b) services, once these have been completed, even if the cancellation period is still running;
 - (c) products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;
 - (d) sealed audio or sealed video recordings or sealed computer software, once these products are unsealed after you receive them; and
 - (e) any products which become mixed inseparably with other items after their delivery.
- 7.5 **How long do I have to change my mind?** How long you have depends on what you have ordered and how it is delivered.
- (a) **Have you bought services?** If so, you have 14 days after the day we email you to 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.
 - (b) **Have you bought digital content for download or streaming?** if so, you have 14 days after the day we contact you to confirm we accept your order, or, if earlier, until you start downloading or streaming. If we delivered the digital content to you immediately, and you agreed to this when ordering, you will not have a right to change your mind.
 - (c) **Have you bought goods?**, if so you have 14 days after the day you (or someone you nominate) receives the goods.
- 7.6 **Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind (see clause 7.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for goods or digital content is completed when the product is delivered, downloaded or streamed and paid for. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products not provided or services not provided, but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.
- 8. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)**
- 8.1 **Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:
- (a) **Phone or email.** Call our customer services on 01603 812613 or email us at adm@ptlockandsafe.co.uk Please provide details of what you bought, when you ordered or received it and your name and address.
 - (b) **Online.** Please email admin@ptlockandsafe.co.uk
 - (c) **By post.** Complete the form included in our brochure (also available online to print off at www.ptlockandsafe.co.uk and post it to us at the address on the form. Or simply write to us at Unit 6 Henderson Business Centre, 31 Ivy Road Norwich NR5 8BF including details of what you bought, when you ordered or received it and your name and address.
- 8.2 **Returning products after ending the contract.** If you end the contract for any reason after any products have been dispatched to you or you have received them, you must return them to us. You must either return any goods in person to where you bought them, post them back to us at Unit 6 Henderson Business Centre, 31 Ivy Road Norwich NR5 8BF or (if they are not suitable for posting) allow us to collect them from you. Please call customer services on 01603 812613 or email us at admin@ptlockandsafe.co.uk for a return label or to arrange collection. If you are exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.
- 8.3 **When we will pay the costs of return.** We will pay the costs of return:
- (a) if the products are faulty or misdescribed;
 - (b) if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong; or

In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.

8.4 **What we charge for collection.** If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection.

8.5 **How we will refund you.** We will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

8.6 **Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind:

- (a) We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. In the case of any special order parts or codes for specific vehicles ordered by us as referred to in clause 11.2, the part will then belong to you, less any programming we would do to make it operational.
- (b) The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer.
- (c) Where the product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind (including but not limited to charging you travel time already expended for any arranged visit to you at our usual hourly rate of £57 plus VAT per hour). The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

8.7 **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:

- (a) If the products are goods and we have not offered to collect them, your refund will be made within 14 days from 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 a product to us, see clause 9.8.
- (b) In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

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:

- (a) you do not make any payment to us when it is due and you still do not make payment within seven days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products;
- (c) you do not, within a reasonable time, allow us to deliver the products to you or collect them from us;
- (d) you do not, within a reasonable time, allow us access to your premises or property of any type required to supply the services; or
- (e) We cannot get access to the premises or property of any type required to supply any product or 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 on 01603 812613 or write to us at admin@ptlockandsafe.co.uk or write to us at Unit 6 Henderson Business Centre, 31 Ivy Road Norwich NR5 8BF

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 lifespan of your product your legal rights entitle you to the following:

up to 30 days: if your goods are faulty, then you can get an immediate refund.

up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.

up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

If your product is **digital content**, the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:

if your digital content is faulty, you're entitled to a repair or a replacement.

if the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back.

if you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation.

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 beforehand, what you're asked to pay must be reasonable.

if you haven't agreed a time beforehand, 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. Please call customer services on 01603 812613 or email or write to us at admin@ptlockandsafe.co.uk or write to us at Unit 6 Henderson Business Centre, 31 Ivy Road Norwich NR5 8BF for a return label or to arrange collection.

11. PRICE AND PAYMENT

11.1 **Where to find the price for the product.** The price of the product (which includes VAT) will be the price as told to you over the telephone or set out in our brochure or on our website or told to you in the course of email exchanges. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause **Error! Reference source not found.** for what happens if we discover an error in the price of the product you order.

11.2 **You must pay a deposit.** You must pay a deposit as agreed with us at the time of accepting the order. This will include all monies paid by us in ordering any special order parts or codes for vehicles, which must be received in cleared funds before we will order them.. If you do not pay any deposit, we reserve the right to withhold the provision of any goods and/or services until the deposit is received.

11.3 **When you must pay and how you must pay.** We accept payment with all major credit card providers. Payment is due on completion. We will invoice you for the goods and/or services upon completion of its provision to you. Time for payment shall be of the essence of the contract.

11.4 **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 4% a year above the base lending rate of Barclays Bank 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.

12. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

12.1 **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 this contract or our failing to use reasonable care and skill. 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.

12.2 **We are not responsible for or be deemed to be in breach of these Terms and Conditions by reason of:**

- (a) Any damage caused to any vehicle or other property you own as necessary by the product of carrying out our obligations to you;
- (b) Any damage to any plate glass when opening any safe for you;
- (c) Any pre-existing fault with any vehicle or other property you own or pre-existing or any subsequent fault that has arisen independently of the work done by us;
- (d) Any cosmetic work to the safe in question after any work undertaken to open it;
- (e) Any damage caused to any vehicle or other property owned by you subsequent to you using any part directly sourced or supplied by you;
- (f) Any damage caused to any vehicle or other property owned by you resulting from you failing to follow our instructions;
- (g) In the event that you instruct us to make a key to a vehicle when keys have been lost or stolen where the lock set has not been changed (please note that we always advise to change the lockset where keys have gone missing);
or
- (h) The cost of any hire or other vehicles whilst any vehicle is being worked on by us.

12.3 You shall indemnify us against all loss, damages, cost and expenses awarded against or incurred by us in any claim for infringement of any patent, copyright, design, trademark or other industrial or intellectual property rights of any other person which results from our use of your specification as well as for the damages, costs, claims and expenses suffered by us in the loss of damage to any equipment (including that belonging to third parties) caused by you or any property of you or that you have authorised us to work on or in.

12.4 **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 including the right to receive products which are: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care and, where installed by us, correctly installed; and for defective products under the Consumer Protection Act 1987.

12.5 If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation.

12.6 **We are not liable for business losses.** If you use any 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.

13. HOW WE MAY USE YOUR PERSONAL INFORMATION

How we may use your personal information. We will only use your personal information as set out in our Privacy Policy. You can find our Privacy Policy at <https://www.ptlockandsafe.co.uk/privacy/>.

14. OTHER IMPORTANT TERMS

- 14.1 **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.
- 14.2 **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.
- 14.3 **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 1- Model Cancellation Form

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

To [TRADER'S NAME, ADDRESS, TELEPHONE NUMBER AND, WHERE AVAILABLE, FAX NUMBER AND E-MAIL ADDRESS TO BE INSERTED BY THE TRADER]

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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