

## LATHAMS SECURITY DOORSETS LIMITED TERMS AND CONDITIONS

### BACKGROUND:

These terms and conditions ("Terms") are the standard terms for the sale and supply of steel security doors and related products by Lathams Security Doorsets Limited, a company registered in England under number 07567650 whose registered office is at 35-37 Hainge Road, Tividale, Oldbury, B69 2NY.

### 1. Definitions and Interpretation

1.1 In these Terms, unless the context otherwise requires, the following expressions have the following meanings:

"Business Day" means, any day other than a Saturday, Sunday or bank holiday;

"Calendar Day" means any day of the year;

"Contract" means the contract for the purchase and sale of Goods, as explained in Clause 2;

"Doors" means the steel security doors and related products sold and supplied by Us;

"Extended Warranty" means the extended terms of the Warranty which are available to customers on payment of a fee;

"Goods" means the goods which are to be supplied by Us to you as specified in your Order (and confirmed in Our Order Confirmation);

"Month" means a calendar month;

"Price" means the price payable for the Goods;

"Order" means your order for the Goods as confirmed in your Order Confirmation;

"Order Confirmation" means Our acceptance and confirmation of your Order as described in Clause 2, and set out above, which includes the email acknowledgement;

"Stock Goods" means Doors supplied by Us that are not made to measure, bespoke or commissioned and which we hold at our premises;

"Warranty" means the warranty guarantee offered by Us in clause 10;

"We/Us/Our" means Lathams Security Doorsets Limited, a company limited by shares registered in England under number 07567650 whose registered office is at 35-37 Hainge Road, Tividale, Oldbury, B69 2NY.

1.2 Each reference in these Terms to "writing" and any similar expression includes electronic communications whether sent by e-mail, fax or other means.

### 2. The Contract

2.1 These Terms govern the sale and supply of Goods by Us and will form the basis of the Contract between Us and you. Before making your Order, please ensure that you have read these Terms carefully.

2.2 Nothing provided by Us including, but not limited to, sales and marketing literature, price lists, anything on our

website and other documents constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at Our discretion, accept by the issue of Our Order Confirmation.

2.3 A legally binding contract between Us and you will be created upon Our acceptance of your Order, indicated by Our Order Confirmation. Order Confirmations will be provided in writing, which includes a confirmation email.

### 3. Description and Specification of Goods

3.1 We have made every reasonable effort to ensure that the Goods conform to illustrations, photographs and descriptions provided in Our sales and marketing literature, on Our website and descriptions provided by Our salespeople. We cannot, however, guarantee that all illustrations and/or photographs will be precisely accurate due to the discrepancies that may arise during the printing process and/or differences in the colour reproduction of electronic displays.

3.2 Due to the continual improvement of our range of Doors, We reserve the right to alter the product specification without prior notice. During this process, some of the Doors will be labelled as 12 Point (15 locking points altogether) when they are in fact 19 Point. We put you on notice that during this transition, the Goods you receive may be a 15 Point and assure you that the security is not compromised.

3.3 We reserve the right to make any changes in the specification of the Doors that may be required to conform to any applicable safety or other legal or regulatory requirements without notice.

3.4 Made to Measure Goods are available from Us. If you Order Made to Measure Goods from Us, We will order those Goods to your specifications and requirements.

3.5 When placing an Order for Made to Measure Goods, please ensure that all information that you provide to Us is correct, accurate and complete. We cannot accept the return of any Made to Measure Goods if the return is due to incorrect information provided by you. Please note that this does not affect your legal rights if you are a consumer.

### 4. Our Doors

4.1 Please allow up to 5mm discrepancy above or below the sizes stipulated on Our website due to the manufacturing process. From time to time the external frame sizes, over panels and side panels can vary. We always ask for a 10mm tolerance on width and 5mm tolerance on height. For example, a perfect opening in brickwork would be 1005mm x 2025mm for our 995mm x 2020mm doorset.

4.2 Although We provide informative fitting instructions, We expect fitters to have sufficient knowledge in steel door and frame fitting before agreeing to competently fit one of our Doors correctly. Fitting includes perfect 100% plumb and accurate fixing and general adjusting. If the door is binding, hitting the frame or you are having to slam the door shut, this may indicate poor fitting and is not Our responsibility. If the Goods are not working correctly due to poor fitting, We can send out Our door technician to rectify any problems but this will be charged at Our standard daily rate. Any damage that occurs during you incorrectly fitting the Goods will be charged to rectify, including the cost of any parts. This work is not covered by Our Warranty.

4.3 On some occasions, upon handling the Goods, minor damages can occur. Please note that we deem chips and minor surface scratches (up to 10mm long and not denting the metal work) to be acceptable. In these cases, We will provide touch up paint for the fitter to make a simple repair. We will not replace the Goods for such minor defect.

4.4 We strongly recommend that you follow Our suggested maintenance procedure, as shown in the O&M manual, supplied with the Goods, which includes greasing all moving parts and exposed metal parts to aid in avoiding

corrosion and keeping it mechanically safe to use, in order to maintain and extend the life of the Goods. This procedure should be commenced by You upon fitting. If you do not follow the O&M manual, Our Warranty will not apply.

- 4.5 Our Doors are finished with a standard polyester powder coat or a 2 pack wet spray finish and We put you on notice that this is not marine grade. In such coastal or environmentally harsh conditions, the coatings on the Doors can deteriorate faster than expected and We accept no liability for the reduction in life of the Goods if they are fitted in such environment and you did not make Us aware. If you do require a marine grade Door, please contact Us for a bespoke marine grade Made to Measure Door.

4.5.1 Definition: coastal conditions - any location within 10 miles of the coast (including estuaries)

4.5.2 Definition: environmentally harsh conditions are considered environments where materials are impacted by harsh conditions in the air or environment. Examples: water treatment plant, swimming pool facility.

- 4.6 Our Doors come ready finished and fit for purpose. If you chose to remove the powder coat or 2 pack wet spray finish, in any way tamper, or attempt to alter the finish (includes painting over the Goods), We will not be held responsible for re-finishing or repairing the Goods.

- 4.7 All of Our personnel doors are manufactured to open both outwards and inwards; opening outwards is the best way to ensure optimum security and weatherproofing. We advise against installing Our Doors opening inwards. If opening inwards, you will remove many of the integral safety measures so they will no longer protect the Door against jemmy bar and impact type attacks. We would also recommend purchasing a rain drip to reduce the chances of water entering through the seals.

- 4.8 We make no declaration that Our Doors are rated to any specification. We advise you to send the door specification sheet to your local authority or your insurance provider for them to confirm whether they accept the use of Our Doors to meet your insurance requirements.

- 4.9 Drop Bar Kits are to be used entirely at your own risk. It is essential that the Drop Bar Kit is only used with fire exit doors when the building is unoccupied. You must add into your fire risk assessment, opening and closing procedures that the Drop Bar Kits are not to be used whilst the building is occupied and must be removed by the first person that enters the building. In the event of a fire, fire exit doors must be able to open from the inside, once the panic bar is pressed; keeping the Drop Bars on the door would stop this.

## 5. Orders

- 5.1 You may amend or cancel your Order for Stock Goods at any time before We despatch the Goods by contacting Us. We will only accept changes to non-Stock Goods if We are reasonably able to accommodate your request without additional work being undertaken by Us. If your Order is amended, We will inform you of any change to the Price in writing. If We are able to cancel your Order for Stock Goods and you have already made payment, then this will be refunded to you within 30 Calendar Days.

- 5.2 We may cancel your Order at any time before We despatch the Goods in the following circumstances:

5.2.1 The Goods are no longer in stock and We are unable to re-stock (if, for example, the Goods are discontinued); or

5.2.2 An event outside of Our control continues for more than 14 Calendar Days (please see Clause 13 for events outside of Our control).

- 5.3 If We cancel your Order under sub-Clause 5.2 and you have already paid for the Goods under Clause 6, the payment will be refunded to you within 30 Calendar Days. If We cancel your Order, the cancellation will be confirmed by Us in writing.

## 6. Price and Payment

- 6.1 The Price of the Goods will be that shown on Our website or in a valid quotation sent to immediately before placing your Order. If the Price shown in your Order differs from Our current Price We will inform you upon receipt of your Order.

- 6.2 Our Prices may change at any time but these changes will not affect any Orders that We have already accepted.

- 6.3 We have made every reasonable effort to ensure that Our Prices, as shown in Our current price list and on Our website are correct but Prices will be checked when We process your Order. If the actual Price of the Goods is higher than that stated in your Order, We will ask you how you wish to proceed.

- 6.4 All Prices include VAT. If the rate of VAT changes between the date of your Order and the date of your payment, We will adjust the rate of VAT that you must pay. Changes in VAT will not affect any Prices where We have already received payment in full from you.

- 6.5 The Prices of Goods excludes the cost of delivery and the delivery charges will be clearly stated on the quotation or at the time of ordering. We reserve the right to reject any Orders that have been made on Our website if the delivery charges applied were incorrect.

- 6.6 Unless you hold a credit account with Us, payments for the Goods must be made in advance, in cleared funds before We can dispatch the Goods to you. You must allow up to 5 Working Days for cheques and bank transfers to clear. If you hold a credit account with us, clause 8 will apply.

- 6.7 Our price match promise is only applicable on Stock Goods that are available for immediate delivery both by Us and the competitor. The competitor's product must be full price, brand new stock and not on sale, special offer, returned or end of line and you must provide us with evidence of the lower price being offered by a genuine quotation or website link clearly showing the product and the price. The price match promise cannot be applied retrospectively and only applies to Doors purchased via Our website or via our sales contact team. We reserve the right to verify the price shown by you, to decline any non-compliant transactions and to withdraw the price match promise at any time.

- 6.8 If We are entitled to charge you for anything else in accordance with these Terms, the sum due is payable by you on demand by Us (whether in writing, in an invoice, or verbally).

- 6.9 If (1) you pay by PayPal, a credit card, debit card or corporate card, and a chargeback or other claim is made by the card issuer of Us such that we are obliged to repay sums we have received in relation to your purchase of Goods, and (2) there is no evidence produced to Us that We accept which proves the Goods are faulty, then We reserve the right to pursue you for the payment of sums due, and such a claim will include a claim for Our costs of having to deal with the claim, interest and any other expenses We incur as a result.

## 7. Delivery

- 7.1 If you chose Our standard/economy delivery service when placing your Order, then you will be subject to the following terms and conditions:

7.1.1 We estimate that you should receive your Goods within 3-5 Working Days but time is not of the essence and We will not be liable for any deliveries made outside of this estimated timescale;

- 7.1.2 Our logistics team will call you on the phone number you have provided Us with once the Goods are loaded onto the delivery vehicle to provide you with an approximate delivery date and time. If the driver cannot get hold of you, then the Goods will be placed on to the next available vehicle;
- 7.1.3 Delivery will be refused if there is no one at the delivery address to accept delivery of the Goods;
- 7.1.4 You must ensure that there is someone at the delivery address to sign for and accept delivery of the Goods and there must be either a forklift or additional parties present to assist in offloading the delivery. The driver will deliver and offload the Goods but it is in their absolute discretion whether they move the Goods any further. Failure to have someone present to accept the Goods and a forklift or additional parties present to assist in offloading the Goods is likely to result in delivery being refused;
- 7.1.5 if delivery is refused and/or unable to be completed despite you being notified of the delivery date, then you will be re-charged the delivery charge and the delivery process from clause 7.1.1 will be restarted.
- 7.2 If you chose Our next day delivery service when placing your Order, then you will be subject to the following terms and conditions:
- 7.2.1 complete Orders and cleared payment must be received by 12pm on the Working Day before the expected delivery date;
- 7.2.2 due to us sub-contracting our delivery services to a third party, we will not be liable for any delay in the delivery, by the third party, as it is outside of our control. On request, we can provide the name of the delivery firm and a tracking number to you;
- 7.2.3 you must be available to accept delivery between 8am – 6pm on the date of delivery unless you have specified a timed delivery which there will be an additional charge for;
- 7.2.4 you must ensure that there is someone at the delivery address to sign for and accept delivery of the Goods and there must be a forklift or additional parties present to assist in offloading the delivery. The driver will deliver and offload the Goods but it is in their absolute discretion whether they move your Goods any further. Failure to have someone present and a forklift or additional parties is likely to result in delivery being refused;
- 7.2.5 if delivery is refused and/or unable to be completed you will be re-charged the delivery charge.
- 7.3 Delivery will be deemed to have taken place when the Goods have been delivered and signed for, unless clause 6.7 applies when delivery will be complete when the Goods have been delivered. The responsibility (sometimes referred to as the “risk”) for the Goods remains with Us until delivery is complete at which point it will pass to you.
- 7.4 When the Goods are signed for, on delivery, you sign to confirm receipt of the Goods and that they are in good condition. We will not be responsible or liable for the Goods if you sign before thoroughly checking the condition of the Goods. Any shortages or damage must be reported immediately and, in any event, within 24 hours of delivery. Failure to do so will result in Us charging you for any replacements, and Our Warranty may not apply.
- 7.5 We advise that you do not remove your current door, lessening the security of your property, before receiving and checking the Goods. We will not be held liable for any loss or damage caused by the removal of the current door.
- 7.6 You will be responsible for paying any customs, charges, duties or any other taxes you may incur on importing or exporting the Goods.
- 7.7 In the event that these delivery terms do not apply or have been amended, then any amendments will be clearly mentioned and confirmed prior to our Order Confirmation.
- 7.8 If there is likely to be any delay with your Order, due to stock or supply issues, we will use reasonable endeavours to notify you at the earliest opportunity. You will then have the option to choose alternative Goods, amend the Order or obtain a refund. Please note there may be unavoidable delays during holiday periods, extreme weather and times of heightened security.
- 7.9 If it is agreed in writing, prior to delivery, that you agree to the Goods being delivered and left outside the delivery address, then We accept no responsibility or liability for loss or theft of the Goods or any damage and in this instance, you would not be able to rely on Our returns clause.
- 7.10 If you indicate in your Order that you wish to collect the Goods from Us yourself, or appoint your own courier, you may do so after receiving Our Order Confirmation, during Our business hours of 08:00am – 5:00pm. If you chose to use your own carrier then the risk in the Goods will pass to you as soon as they are passed to your chosen carrier.
8. **Credit Accounts**
- 8.1 Credit accounts are subject to a credit check from Experian, and the credit amount given being accepted by our credit insurers. If you have been accepted to have a credit account with us then you agree to be bound by this clause 8 and in the event that any of the terms and conditions in this document conflict with this clause, then this clause shall prevail.
- 8.2 **If for any reason credit check is unsuccessful and the credit application fails, an account with Latham's may still be allowed, on the grounds that, as a director and authorised signatory on behalf of a Limited Company or on behalf of a Limited Liability Partnership (“LLP”), then in the event that the company or LLP is unable to pay any amounts due to us, for whatever reason, you agree to be personally liable for all monies outstanding on the account and due to us, including any interest, costs and others fees incurred.**
- 8.3 Notwithstanding delivery and the passing of risk in the Goods, legal and beneficial title of the Goods shall not pass to you until We have received all payments due under the Contract in full and in cleared funds without any set-off, counter-claim or any other deduction and includes interest and any other charges that become payable under this clause.
- 8.4 We reserve the right, in the event that you have failed to make payment due and/or have breached any of these Terms, to repossess any Goods in which We retain title of and you irrevocably authorise Us to enter your premises during normal business hours for the purpose of repossessing the Goods.
- 8.5 You shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of Ours.
- 8.6 If at any time We are not satisfied with the creditworthiness of you then We reserve the right to give notice in writing to you that no further credit will be allowed to you in which event any amounts owing by you will become immediately payable to Us and no further Goods will be delivered to you unless payment is made in advance.



- 8.7 If you do not make payment to Us on the agreed payment date[s] as shown in the credit agreement, then We reserve the right to charge you interest on the overdue sum at the rate of 4% per annum above the base lending rate of the Bank of England from time to time. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgment. You must pay any interest due when paying an overdue sum.
- 8.8 If applicable, we reserve the right to charge you interest and administration costs of recovery in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended).
9. **Returning Goods If You Change Your Mind**
- 9.1 We want all of our customers to be 100% satisfied with their Goods. If for any reason you are not satisfied with any Stock Goods then you can return the Stock Goods within 30 Calendar Days for a refund or exchange. The Stock Goods will only be accepted for a refund or exchange if the following conditions are complied with;
- 9.1.1 you must notify us as soon as possible, and confirm in writing, that you wish to return or exchange the Stock Goods;
- 9.1.2 any returns or exchanges must be notified to us, returned and received by Us within 30 Calendar Days;
- 9.1.3 the Stock Goods must be returned to Us in their original, as new, condition with all of the accessories and packaging. Stock Goods returned with damaged packaging will be subject to a fee of £50.00 per door which will be automatically deducted from a refund;
- 9.1.4 deductions will be made for postage and any other applicable charges;
- 9.1.5 the Warranty and returns policy will be void in relation to any Stock Goods that have been used, installed, damaged, modified or tampered with;
- 9.1.6 any Goods that are not Stock Goods and are Made to Measure, bespoke or commissioned are not eligible for a refund or exchange under this clause unless such Goods are faulty.
- 9.2 Unless you use our collections service (which may be chargeable), We are not responsible or liable for Goods that are damaged or lost during the delivery and you will remain responsible for the Goods until they have been signed-for and received by Us.
- 9.3 You must use a tracked delivery service and include the original paperwork relating to the Order, with a contact name, number and email address.
- 9.4 Any refunds will be made using the same payment method that was used to pay for the Goods originally. The refund can take up to 30 Calendar Days after the Goods have been received and checked by us.
- 9.5 We reserve the right to reject any Goods for a refund or exchange if we reasonably consider that you have not complied with this clause or the Goods are returned damaged. In this instance, a refund or exchange will not be processed and you will be responsible for the cost of delivering the Goods back to you.
10. **Warranty**
- 10.1 We guarantee that for a period of 3 years from the date of delivery, the Goods will be free from material defects. This guarantee is subject to the exceptions listed in Clause 10.2.
- 10.2 Our guarantee does not apply to:
- a) any defects in the Goods that We reasonably believe have been caused by: normal wear and tear, deliberate damage and/or misuse of the Goods, or accidental damage, or
- b) Goods being fitted in a harsh or coastal/marine environment, or
- c) Goods being incorrectly fitted, or
- d) Goods being in any way altered or modified,
- e) Goods which have not been maintained in accordance with either the recommendations contained in the O&M manual, or as generally recommended by Us in information contained in Our brochures or on Our website, or as specifically instructed in writing or verbally by Us, or
- f) Goods returned not in compliance with our returns procedures, or
- g) Goods installed within the container, pre-fab or modular industry. These are subject to a standard 1 year warranty, or
- h) Hooply hardware: handles, locks and all Hooply components. These are subject to a standard 1 year warranty, or
- i) Euro cylinders. These are subject to a standard 1 year warranty, or
- j) Exidor hardware: panic bars, outside access devices and all Exidor components. These are covered by Exidor's manufacturer's warranty and claims are to be made directly with the manufacturer, or
- k) Glass; apart from double and triple glazed units for their ability to remain sealed units for 1 year, or
- l) Other hardware which contains moving parts; door closers, friction stays, sprung stays, code locks, flush bolts and letter plates, as examples. These are subject to a standard 1 year warranty, or
- m) Clearance doors, or
- n) Custom made / made to measure / M2M steel doors. These are subject to a standard 1 year warranty.
- 10.3 We may ask you to provide proof that the Goods were correctly fitted, have not been tampered with and that they have been correctly maintained using the O&M Manual supplied with the Goods. We will determine in Our absolute discretion (where we will act reasonably) whether the Goods comply in this regard or not.
- 10.4 If We accept that the issue is covered under the Warranty then We will supply replacement parts or other means (determined in our discretion) to rectify the problem. Only in extreme cases, under Our complete discretion, will We agree to replace a complete door set. We do not cover or pay for labour to replace parts or complete door sets.
- 10.5 If your order is required to be exported (outside of mainland United Kingdom), you will be asked to cover the cost of the shipping price.
- 10.6 If you return Goods under this procedure or generally, and We find that you are not entitled to rely on Our Warranty, We will charge you for our time and expenses dealing with the receipt, investigation and return or disposal of the Goods concerned. For that reason, We recommend you ensure you have followed Our procedures, and advice/recommendations to avoid you in unnecessary costs.
- 10.7 In the event you chose to pay for our Extended Warranty, the terms of that warranty shall apply providing you comply with the conditions contained in the Extended Warranty document issued to you by Us.

- 10.8 If you are a consumer, Our guarantee exists in addition to any additional legal rights you may have.
- 10.9 To make a claim under the warranty, You must email customerservices@lathamsteeldoors.co.uk with the following information:
- 10.9.1 Your name and address as shown on the invoice, invoice number, product code, batch number, date of order, date of delivery or collection; and
  - 10.9.2 A detailed explanation of the faulty or defective component; and
  - 10.9.3 Attach images or preferably a video clearly showing the issue; and
  - 10.9.4 Proof of maintenance records (Refer to O&M Manual).
- 10.10 Extended Warranty
- 10.10.1 Is not provided as standard. It is sometimes made available as an optional extra. Proof, in writing, is required to prove that your extended warranty applies.
  - 10.10.2 Our extended warranty adds 1 year to all timescales referenced within Clauses 10.1 and 10.2.
  - 10.10.3 Examples: 3 years is increased to 4 years, 1 year is increased to 2 years.
  - 10.10.4 Extended warranty does not apply to clauses where no timescale is referenced: 10.2.a, 10.2.b, 10.2.c, 10.2.d, 10.2.e, 10.2.f, 10.2.j & 10.2.m.
11. **Faulty, Damaged or Incorrect Goods - Consumers**
- 11.1 As outlined in clause 7.4, all Goods must be thoroughly checked upon delivery for any damage and missing parts. If there is any damage or any parts missing then these must be reported to Us within 24 hours of delivery. We will also require you to provide Us with clear photographs showing Us any damage for Us to assess.
  - 11.2 The remainder of this clause 11 will only apply to you if you have bought the Goods as a consumer and the Goods are to be used at a residential property and will not in any way be used in the course of business.
  - 11.3 By law, We must provide Goods that are of satisfactory quality, fit for purpose and as described at the time of purchase, in accordance with any pre-contract information We have provided, and that match any samples or models that you have seen or examined (unless We have made you aware of any differences). If any Goods you have purchased do not comply and, for example, have faults or are damaged when you receive them, or if you receive incorrect Goods, please contact Us as soon as reasonably possible to inform us of the fault, damage or error, and to arrange for a refund or repair. Please note that if the Goods are incorrect as a result of your provision of incorrect information, rather than them not matching Our description, as explained in sub-Clause 3.5, you will not be able to return those Goods.
  - 11.4 Beginning on the day that you receive the Goods (and ownership of them) you have 30 Calendar Day right to reject the Goods and to receive a full refund if they do not conform as stated above. Alternatively, you may request a repair of the Goods. We will bear any associated costs and will carry out the repair or replacement within a reasonable time and without significant inconvenience to you. Where a repair or replacement is impossible or otherwise disproportionate, then We may decide in our absolute discretion that a refund is more appropriate. If you request a repair or replacement during the 30 Calendar Day rejection period, that period will be suspended while We carry out the repair or replacement and will resume on the day that you receive the replacement or repaired Goods. If less than 7 Calendar Days remain out of the original period, it will be extended to 7 Calendar Days. If, after a repair or replacement, the Goods still do not conform (or if We cannot do so as previously described, or have failed to act within a reasonable time or without significant inconvenience to you), you may have the right either to keep the Goods at a reduced price, or to reject them in exchange for a refund. If you exercise the final right to reject the goods more than six months after you have received the Goods (and ownership of them), We may reduce any refund to reflect the use that you have had out of the Goods.
- 11.5 Please note that you will not be eligible to claim under this Clause 11 if We informed you of any faults, damage or other problems with the Goods before your purchase of the them; if you have purchased the Goods for an unsuitable purpose that is neither obvious nor made known to Us and the problem has resulted from your use of the Goods for that purpose; or if the problem is the result of normal wear and tear, misuse or intentional or careless damage. Please also note that you may not return Goods to Us under this Clause 11 merely because you have changed your mind. Please refer to Clause 9 for details of what to do if you change your mind.
- 11.6 To return Goods to Us for any reason under this Clause 11, you may do so in person during Our business hours of 08:00am – 5:00pm or you may return them to Us by tracked delivery.
- 11.7 Refunds (whether full or partial, including reductions in price) under this Clause 11 will be paid within 30 Calendar Days of the day on which We agree that you are entitled to the refund.
- 11.8 Any and all refunds issued under this Clause 11 will include all delivery costs paid by you when the Goods were originally purchased.
- 11.9 For full details of your rights and remedies as a consumer, please contact your local Citizens Advice Bureau or Trading Standards Office.
12. **Our Liability**
- 12.1 We will only be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by you and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable. Unless otherwise stated by law or elsewhere in these Terms, the total liability we owe you in relation to the supply of Goods shall not exceed the price of the said Goods.
  - 12.2 We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
  - 12.3 Nothing in these Terms seeks to exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
  - 12.4 Nothing in these Terms seeks to exclude or limit your legal rights as a consumer. For more details of your legal rights, please refer to your local Citizens Advice Bureau or Trading Standards Office.
13. **Events Outside of Our Control (Force Majeure)**
- 13.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster,

or any other event that is beyond Our reasonable control.

- 13.2 If any event described under this Clause 13 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms:

- 13.2.1 We will inform you as soon as is reasonably possible;
- 13.2.2 Our obligations under these Terms will be suspended and any time limits that We are bound by will be extended accordingly;
- 13.2.3 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Goods as necessary;
- 13.2.4 If the event outside of Our control continues for more than 14 Calendar Days We will cancel the Contract and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible;
- 13.2.5 If an event outside of Our control occurs and you wish to cancel the Contract, you may do so in accordance with your right to cancel under Clause 5 above.

#### 14. Communication and Contact Details

- 14.1 If you wish to contact Us, you may do so by telephone at 01384 220 050 or by email at sales@lathamsteeldoors.co.uk.
- 14.2 In certain circumstances you must contact Us in writing (when cancelling an Order, for example). When contacting Us in writing you may use the following methods:
- 14.2.1 Contact Us by email at sales@lathamsteeldoors.co.uk; or
- 14.2.2 Contact Us by pre-paid post at Latham's Security Doorsets Ltd, 35-37 Hainge Road, Tividale, Oldbury, West Midlands, B69 2NY.

#### 15. Complaints and Feedback

- 15.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.
- 15.2 If you wish to complain about any aspect of your dealings with Us, please contact Us in one of the following ways:
- 15.2.1 In writing to Latham's Security Doorsets Ltd, 35-37 Hainge Road, Tividale, Oldbury, West Midlands, B69 2NY
- 15.2.2 By email to sales@lathamsteeldoors.co.uk;
- 15.2.3 By contacting Us by telephone on 01384 220 050.

#### 16. How We Use Your Personal Information (Data Protection)

- 16.1 All personal information that We may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and your rights under the GDPR.
- 16.2 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Notice available from Us on request.

#### 17. Other Important Terms

- 17.1 We may transfer (assign) Our obligations and rights under

these Terms (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs you will be informed by Us in writing. Your rights under these Terms will not be affected and Our obligations under these Terms will be transferred to the third party who will remain bound by them.

- 17.2 You may not transfer (assign) your obligations and rights under these Terms (and under the Contract, as applicable) without Our express written permission.
- 17.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms.
- 17.4 If any of the provisions of these Terms are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms. The remainder of these Terms shall be valid and enforceable.
- 17.5 No failure or delay by Us in exercising any of Our rights under these Terms means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms means that We will waive any subsequent breach of the same or any other provision.

#### 18. Governing Law and Jurisdiction

These Terms, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England and any dispute, controversy, proceedings or claim between you and Us shall be subject to the exclusive jurisdiction of the courts of England.