



## **B&M SECURE SHREDDING PAYMENT TERMS**

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## 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 and/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 or require any changes, please contact us to discuss. Please note that different terms are applicable if you are a consumer or business customer.

### 2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 **Who we are.** We are B&M Secure Shredding LLP a limited liability partnership established in England and Wales. Our LLP registration number is OC375114 and our registered office is at Iris House, Dock Road South, Bromborough, Wirral, CH62 4SQ. Our registered VAT number is **OC375114**.
- 2.2 **How to contact us.** You can contact us by telephoning our customer service team at **0843 221 1022** or by writing to us at **info@bandmshredding.com** or **B& M Secure Shredding LLP, 16 Dock Road South, Bromborough, Wirral, CH62 4SQ**.
- 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 email you to accept it, 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 a credit reference we have obtained for you does not meet our minimum requirements, 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 will 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 whenever you contact us about your order.
- 3.4 **We only sell to the UK.** Our website is solely for the promotion of our products in the UK. Unfortunately, we do not accept orders from addresses outside the UK.
- 3.5 **Errors.** Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice, Directive Waste Service Agreement or other document or information issued by us shall be subject to correction without any liability to you.
- 3.6 **Variation.** Any variation of these terms is invalid unless we accept it in writing, and these terms shall prevail over any you seek to impose.
- 3.7 **Conflict.** In the event that any terms in your order conflict with these terms these terms shall prevail.

#### 4. **OUR PRODUCTS**

- 4.1 **Products may vary slightly from their pictures.** The images of the products 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 accurately reflects the colour of the products. Your product may vary slightly from those images.
- 4.2 Product packaging may vary. The packaging of the product may vary from that shown on images on our website.

#### 5. **SERVICES**

- 5.1 The services shall be provided by us to you on the dates agreed with you. Time of performance of the Services shall not be of the essence.



- 5.2 We will perform the Services in a proper and efficient manner.
- 5.3 We will provide you with a certificate of destruction confirming the destruction of the Waste following performance of the Services.
- 5.4 We will at all times collect waste in accordance with the Environmental Protection Act 1990 or any statutory modification thereof for the time being in force.
- 5.5 We will ensure that the waste as described by you is deposited at a licensed site.
- 5.6 We are not responsible for and shall not collect any waste from your premises other than that specified in the order (the “Waste”).
- 5.7 You must ensure that you, your employees or agents at all times comply with any health and safety legislation that is in effect as well as the Environmental Protection Act 1990 or any statutory modification thereof at the time being in force.
- 5.8 We reserve the right to terminate this agreement should it be found that it is unsafe to collect waste from your premises or where you are in breach of condition 5.9.
- 5.9 You will not include waste which requires notification under the Hazardous Waste (England & Wales) Regulations 2005 (or any subsequent regulations or other statutory regulatory requirements relating to the disposal of waste) with the waste described by you and being collected and destroyed by us. You hereby indemnify and will continue to indemnify us in relation to all costs fines and losses in the event that any portion of your waste is subject to the Regulations, and you have not previously informed us in writing and we have not previously agreed in writing to deal with such waste.
- 5.10 You will ensure that containers are safely sited and not overloaded nor filled with anything other than the Waste. Waste will be considered to be “contaminated waste” if it includes materials which are not described in section 1 overleaf which aggregate by volume more than 5% of the total waste collected per site per visit. You agree that contaminated waste will be subject to payment of an additional contamination charge as detailed in section 1 overleaf to cover landfill and disposal costs.
- 5.11 Ownership of and responsibility for the waste will be vested with you until such time as we remove the waste.



- 5.12 You will allow us unhindered access to your premises at the specified times, and at all other reasonable times in order for us to perform our obligations under this agreement failing which we will be entitled to suspend the services pending proper access.
- 5.13 You agree to reimburse us our reasonable costs and expenses in the event that we are unable to perform the Services due (but not limited to) :
- (a) a failure by you to provide access to us pursuant to condition 5.12 above;  
or
  - (b) third parties restricting access to your premises and when you fail to pre-notify us of a site closure due to public holiday, bank holiday, local holiday or any other reason whatsoever.

## 6. CONSUMERS YOUR RIGHTS TO MAKE CHANGES

### **This clause applies if you are a consumer.**

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.

## 7. OUR RIGHTS TO MAKE CHANGES

- 7.1 **Minor changes to the products.** We may change the product:
- (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. These changes will not affect your use of the product.
- 7.2 **More significant changes to the products and these terms.** In addition, as we informed you in the description of the product on our website, we may make the changes to these terms or the product, but if we do so we will notify you and you



may then contact us to end the contract and receive a full refund before the changes take effect

## 8. PROVIDING THE PRODUCTS

- 8.1 **Delivery costs.** The costs of delivery will be as displayed to you on our website.
- 8.2 **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 and subscriptions, we will also tell you during the order process when and how you can end the contract.
- (a) **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 14 days after the day on which we accept your order .
  - (b) **If the products are one-off services.** We will begin the services on a date to be advised by us once you have informed us that the shredding bags are available for collection.
  - (c) **If the products are ongoing services or a subscription to receive goods or digital content.** We will supply the services, goods or digital content to you until either the services are completed or the subscription expires (if applicable) or you end the contract as described in clause 9 or we end the contract by written notice to you as described in clause 11.
- 8.3 **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.



- 8.4 **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 working hours of **8.30am- 5pm** on weekdays (excluding public holidays).
- 8.5 **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 from a local depot.
- 8.6 **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 from a delivery depot 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 11.2 will apply.
- 8.7 **Delivery to consumers**

**This clause 8.7 only applies if you are a consumer.**

**8.7.1 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:

- (a) we have refused to deliver the products;
- (b) delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
- (c) you told us before we accepted your order that delivery within the delivery deadline was essential.

**8.7.2 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 8.7.1* 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.

**8.7.3 Ending the contract for late delivery.** If you do choose to treat the contract as at an end for late delivery under *clause 8.7.1* or *clause 8.7.20*, 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 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 **0843 221 1022** or email us at **info@bandmshredding.com** for a return label or to arrange collection.

## 8.8 **Delivery – business customers**

**This clause 8.8 only applies if you are a business customer.**

8.8.1 We shall deliver the goods to the location set out in the order or such other location as we may agree (**Delivery Location**).

8.8.2 Delivery of the goods shall be completed on the goods' arrival at the Delivery Location.

8.8.3 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence.

8.8.4 If we fail to deliver the goods, our liability shall be limited to the costs and expenses incurred by you in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the goods.

8.8.5 If 10 Business Days after the day on which we notified you that the goods were ready for delivery you have not accepted delivery of them, we may resell or otherwise dispose of part or all of the goods.

8.8.6 We may deliver the goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle you to cancel any other instalment.

8.9 **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.

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



- 8.11 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the products to you. If so, this will have been stated in the description of the products on our website. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 11.2 (consumers) and clause 12 (business customers) will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
- 8.12 **Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product to:
- (a) deal with technical problems or make minor technical changes;
  - (b) update the product to reflect changes in relevant laws and regulatory requirements;
  - (c) make changes to the product as requested by you or notified by us to you (see clause 7).
- 8.13 **Your rights if we suspend the supply of products.** This clause only applies if you are a consumer. We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. If we have to suspend the product we will adjust the price so that you do not pay for products while they are suspended. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than **[14 days ]** and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.
- 8.14 **We may also 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 14.4) and you still do not make payment within **14** 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 14.6). 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 and debt collection costs (see clauses 14.5 and 14.6).



## 9. YOUR RIGHTS TO END THE CONTRACT IF YOU ARE A CONSUMER

**This clause 9 only applies if you are a consumer.**

9.1 **You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

- (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 12*;
- (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 9.2*;
- (c) **If you have just changed your mind about the product**, see *clause 9.3*. 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 9.6 OR clause Error! Reference source not found.*

9.2 **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 (e) 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 upcoming change to the product or these terms which you do not agree to (see *clause 7.2*);
- (b) 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;

- (c) there is a risk that supply of the products may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 14 days; or
- (e) you have a legal right to end the contract because of something we have done wrong.

9.3 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most products bought online 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.

9.4 **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) services, once these have been completed, even if the cancellation period is still running;
- (b) products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;
- (c) sealed audio or sealed video recordings or sealed computer software, once these products are unsealed after you receive them; and
- (d) any products which become mixed inseparably with other items after their delivery.

9.5 **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 (for example, Shredding 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 goods (for example, Shredding bags)?**, if so you have 14 days after the day you (or someone you nominate) receives the goods, **unless:**
  - (i) **Your goods are split into several deliveries over different days.** In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery to change your mind about the goods.
  - (ii) **Your goods are for regular delivery over a set period.** In this case you have until 14 days after the day you (or someone you nominate) receives the first delivery of the goods.

9.6 **Ending the contract where we are not at fault and there is no right to change your mind.** If you do not have any other rights to end the contract (see clause 9.1), you can still contact us before it is completed and tell us you want to end it. If you do this the contract will end immediately and we will refund any sums paid by you for products 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.

## 10. **HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)**

**This clause 10 only applies if you are a consumer.**

10.1 **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 customer services on **0843 221 1022** or email us at **info@bandmshredding.com**. Please provide your name, home address, details of the order and, where available, your phone number and email address.
- (b) **Online.** Complete the [form INSERT LINK TO ONLINE FORM] on our website.
- (c) **By post.** Print off the [form INSERT LINK TO PRINTABLE FORM] and post it to us at the address on the form. Or simply write to us at that address, including the information required in the form.

10.2 **Returning products after ending the contract.** If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must either return the goods 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. Please call customer services on **0843 221 1022** or email us at **info@bandmshredding.com** 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.

10.3 **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.



- 10.4 **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. The costs of collection will be the same as our charges for standard delivery, see [LINK TO CHARGES].
- 10.5 **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.
- 10.6 **Deductions from refunds.** 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. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.
  - (b) The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.
  - (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. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.



10.7 **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

## 11. **OUR RIGHTS TO END THE CONTRACT – IF YOU ARE A CONSUMER.**

**This clause 11 only applies if you are a consumer.**

11.1 **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 7days 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; or
- (d) you do not, within a reasonable time, allow us access to your premises to supply the services.

11.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 11.1 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.

- 11.3 **We may withdraw the product.** We may write to you to let you know that we are going to stop providing the product. We will let you know at least 7 days in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

## 12. OUR RIGHTS TO END THE CONTRACT IF YOU ARE A BUSINESS CUSTOMER

- 12.1 On termination of the agreement for any reason you shall immediately pay to us all outstanding unpaid invoices and interest.
- 12.2 Termination of the agreement, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.

## 13. IF THERE IS A PROBLEM WITH THE PRODUCT

- 13.1 **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 **0843 221 1022** or write to us at **info@bandmshredding.com** or **B&M Secure Shredding LLP, 16 Dock Road South, Bromborough, Wirral, CH62 4SQ.**
- 13.2 **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](http://www.adviceguide.org.uk) or call 03454 04 05 06.

If your product is **goods**, for example furniture or a laptop, 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 **digital content**, for example a mobile phone app or a subscription to a music streaming service, 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 within a reasonable time, or without causing you 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**, for example a support contract for a laptop or tickets to a concert, 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.

13.3 **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 **0843 221 1022** or email us at **info@bandmshredding.com** for a return label or to arrange collection.

## 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 indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of 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, refund you any sums you have paid and require the return of any goods provided to you.
- 14.4 **When you must pay and how you must pay.** We accept payment with [LIST OF CREDIT AND DEBIT CARDS]. You must pay in advance. For **goods**, you must pay for the products before we dispatch them. For **services**, you must make advance payment for the price of the services, before we start providing them.
- 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 8% a year above the Bank of England base 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 **We can charge compensation/debt collection costs if you are a business customer.** If you do not pay us on the due date agreed between us you will pay:
- (a) compensation/debt collection costs as prescribed under the Late Payment of Commercial Debts Regulations 2002 based upon the amount outstanding (which are currently as follows: debt up to £999.99 - £40, debts £1,000 to £9,999.99 - £70, debts of £10,000 and over - £100); and
  - (b) £25 for non payment of a direct debit; and
  - (c) £6 for each reminder letter, fax, phone call and statement.



- 14.7 **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.
- 14.8 **Advanced credit terms.** When advanced terms are agreed with us you shall remit payment to us prior to the commencement of the service.
- 14.9 **Direct debit.** When “direct debit” terms are agreed with us you will receive a monthly invoice in arrears with the amount due being transferred to our account by no later than the 20th of the month.
- 14.10 **Credit checks.** We reserve the right to carry out credit reference checks on you which may show up on your credit record or affect your rating.
15. **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER**

**This clause 15 only applies if you are a consumer.**

- 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 this 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. If defective digital content which we have supplied damages a device or digital content belonging to you we will either repair the damage or pay you compensation.
- 15.3 **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. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A BUSINESS CUSTOMER**

**This clause 16 only applies if you are a business customer.**

16.1 If death, personal injury or damage to your property is caused by our negligence we will indemnify you subject to the provisions of terms 16.1 to 16.4.

16.2 In respect of any other loss:

- (a) we are not liable;
- (b) you will indemnify us against it;
- (c) you will insure against it.

16.3 In respect of any indirect or consequential loss:

- (a) we are not liable;
- (b) you will indemnify us against it; and
- (c) will insure against it.

16.4 Save in respect of death, personal injury or fraudulent misrepresentation, our total liability to you for any loss arising in connection with the performance, or contemplated performance, of this agreement, shall be limited to the charges paid by you to us for the Services.

**17. HOW WE MAY USE YOUR PERSONAL INFORMATION**

17.1 **How we will use your personal information.** We will use the personal information you provide to us:

- (a) to supply the products to you;
- (b) to process your payment for the products; and
- (c) if you agreed to this during the order process, to inform you about similar products that we provide, but you may stop receiving these at any time by contacting us.

17.2 **We will only give your personal information to other third parties where the law either requires or allows us to do so.**



## 18. OTHER IMPORTANT TERMS

- 18.1 **We may transfer this agreement to someone else.** We may transfer or sub-contract our rights and obligations under these terms to another organisation.
- 18.2 **You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. However, you may transfer our guarantee at clause **Error! Reference source not found.** to a person who has acquired the product or, where the product is services, any item or property in respect of which we have provided the services. .-
- 18.3 **Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in clause 18.2 in respect of our guarantee. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 18.4 **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.
- 18.5 **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.
- 18.6 **Which laws apply to this contract and where you may bring legal proceedings.**  
(a) If you are a consumer 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. (b) If you are a business customer our dealings with you are governed by English Law and come within the non-exclusive jurisdiction of the English Courts.