



Draft 3. April 2018

A Customer placing orders with 213 Performance Ltd ("the Company", "we" or "us") acknowledges to have read and understood these terms and conditions and agrees to abide by the terms and conditions set herewith.

## **1. Definitions**

'Company' means "213 Performance Ltd." Who are situated at 3C Grange Mews, Station Road, Launton, Bicester OX26 5EG.

'Customer' means the person/ organisation who buys or agrees to buy the services or goods from the Company.

'Conditions' means the Terms & Conditions set out in this document and any Special Terms & Conditions agreed in writing by the Company.

'Delivery date' means the date specified/ estimated by the Company when the goods or repair item(s) are to be delivered by their best endeavour.

'Goods' means the articles, which the Customer offers to buy from the Company.

'Services' means effecting repairs or modifications to a repair item(s) to restore it back to its working and functional order.

'Repair Item' means the article upon which the Customer requests the Company to effect repairs or modifications.

'Price' means the price for the goods or the cost of service and in each case being shown in the submitted quotation/ notification to the Customer prior to the agreed sale or repair, excluding carriage and VAT.

'Order' means an offer to purchase the goods or a request for repair services

'Delivery Documentation' means the Invoice, Dispatch Note or other documents relating to any goods or repair items delivered or otherwise returned by the Company to the Customer.

## **2. Conditions**

2.1- These Conditions shall apply to all Contracts for the supply of services or sale of goods by the Company to the Customer to the exclusion of all other Terms & Conditions including any terms or conditions which the Customer may purport to apply under Purchase Order, Order Acknowledgement or similar document or any correspondence.

2.2.1- All orders for the purchase of goods shall be deemed to be and offer by the Customer to purchase goods pursuant to these Conditions.

2.2.2 - Acceptance of delivery of the goods shall be deemed to be conclusive evidence of the Customer's acceptance of these conditions.

2.3.1 - All orders for the supply of services shall be deemed to be a request for the supply of services by the Company pursuant to these terms.



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2.3.2 - Delivery of any repair item to the Company shall be deemed to be conclusive evidence of the Customer's acceptance of these Conditions.

2.4 - These Conditions (including any Special Terms & Conditions agreed between the parties) may only be varied if the Company confirms such variation in writing.

### **3. Price and Payment**

3.1- The amount due to the Company for the goods or services shall be the price the Company charges for carriage and the sums due pursuant to clause 3.1.1

3.1.1- The amount of any and all Value Added Tax shall be added to the price agreed.

3.2- All prices, as submitted in the quotation/ notification list, are correct at the time of submission.

3.3- Unless agreed in advance each of the companies Invoices shall be paid prior to the completion of works.

3.4- Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at the rate of 5% of invoice total before any Judgement.

3.5- If the Customer fails to make any payment on the due date, then without prejudice to any of the Company's other rights the Company may suspend or cancel deliveries of any articles due to the Customer, and/or retain any goods belonging to the Customer and in the possession of the Company until all monies owed to the Company are paid.

3.6- All invoices submitted by the Company shall be paid in the currency used on the invoice submitted to the Customer.

### **4. Delay**

4.1- The Company shall not be liable for any delay or any consequence of any delay in the repair of any Repair Item(s) or delivery of the goods if such delay shall be due to fire, strike, lock out, dispute with workmen, flood, accident, delay in transport, shortage of fuel, inability to obtain material, embargo at/or demand or requirement of any government or any governmental department or Local Authority or as a consequence of war or of hostilities (whether war be declared or not) or to any other cause whatsoever beyond the Company's reasonable control. If any such delay occurs (unless the cause thereof shall frustrate or render impossible or illegal the performance of any contract for repair or shall otherwise discharge the same) the Company's period for performing its obligation shall be extended by such period (not limited to the length of delay) as the Company may reasonably require to complete the performance of its obligations.



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## **5. Delivery Documentation**

5.1- If there should be any discrepancy between any Repair items and/or other goods delivered by the Company to the Customer and the Delivery Documentation, then the Customer shall give written notice by means of e-mail, or verbal notice by means of telephone call to be received by the Company within 5 days of receipt by the Customer of the Repair Item or goods and the Delivery Documentation (time being of the essence in this respect) setting out full particulars of the discrepancy.

5.2 - Failure or neglect to give notice as aforesaid (notwithstanding that any future failure may be partly or wholly outside the control of the Customer) shall be deemed to be acceptance by the Customer that the Delivery Documentation is correct, provided that nothing in this clause shall prevent the Company rendering demand for payment for any items forming part of the Delivery and not shown on the Delivery Documentation

## **6. Sale of Goods**

The Goods, the quantity and description of the goods shall be as set out in the written Quotation/ notification.

## **7. Warranties and Liability**

The Company warrants that the goods will at the time of delivery correspond to the description given by the Company.

## **8. Delivery of Goods**

Delivery of the goods shall be made to the Customer's address on the delivery date. The customer shall make all arrangements necessary to take delivery of the goods whenever they are tendered for Delivery.

## **9. Acceptance of the Goods**

9.1- The Customer shall be deemed to have accepted goods 24 hours after delivery to the Customer.

9.2- After acceptance the Customer shall not be entitled to reject goods, which are not in accordance to the Contract.

## **10. Title and Risk**

10.1- The goods shall be at the Customer's risk as from delivery.

10.1.1- In spite of delivery having been made, the property in the goods shall not pass from the Company until: -



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The Customer shall have paid the price plus VAT and any charges for carriage in full and other sums whatever shall be due from the Customer to the Company.

## **11. Repair Services Obligations**

11.1 The Company will accept for repair such items as agreed upon by prior acceptance, or by the virtue of previous record of repairing such items.

11.2- The Company will use its best endeavour to repair any repair item as quickly as reasonably practicable or within the agreed time limits after receipt at the Company's premises.

11.3- If an item received is found to have no fault following inspection, the appropriate inspection fee is still chargeable.

11.4- The company is not held responsible or shall not stand liable for the loss of any user data held on any magnetic or non-magnetic storage media on any equipment received for repair. Data backup is the sole responsibility of the Customer. The Company may deem necessary to clear any user data as part of its diagnosis procedure.

## **12. Repair Warranty**

12.1- The Company warrants all repairs carried out by it for a period of 90 days from the repair date as indicated on its invoice unless otherwise stated for any specific items. The warranty only covers the repair of the defective part initially reported by the Customer and no other aspects of any further failure(s) which was not part of the initial fault.

12.2- The Company's entire liability under this warranty is to effect further repairs to any Repair item(s) which during an agreed period with the Customer from the date of dispatch by the Company of the item repaired, the repair actually carried by the Company is found to be defective in workmanship or material.

No item will be accepted for further repair under warranty, if the anti-tamper seals affixed by the Company, or the original equipment manufacturer to the item prior to dispatch to the Customer has been removed or tampered with.

12.3- The Company shall not be under any obligation to accept for repair: -  
any item which in its absolute discretion considers uneconomical to repair due to extensive electrical or mechanical damage or any other reason whatsoever,  
any item which has been modified or repaired by another party  
any item from which any of the component parts are missing.



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### **13. Customers indemnity**

13.1- The company shall not be liable for and the Customer shall indemnify and hold the Company harmless against any claim by or loss or damage to any personal property directly or indirectly occasioned by or arising from the use of operation or possession of any Repair Item repaired by the Company and from negligence or default or misuse by or on the part of the Customer.

13.2- The indemnity shall extend to any costs and expenses incurred by the Company and shall continue in force notwithstanding the completion of any repair.

### **14. Company's Liability**

14.1- In the event that any Repair item shall be lost or damaged beyond repair as a result of the Company's negligence, the Company's liability to the Customer shall be equal to the replacement cost of the Repair Item less the repair prices shown in the quotation/ notification current at the date of such loss and the Company will not be liable in respect of any further loss to the Customer arising out of the loss or damage of the Repair Item.

14.2 The company shall not be under any liability for damage, loss or expense resulting from the failure to give advice or information or the giving of incorrect information or advice.

14.3 In no event shall any breach of contract or tort (including negligence) or failure of any kind on the company's part give rise to any liability for loss of revenue or any consequential loss or damage arising from any cause whatsoever.

### **15. Temporary Replacement**

15.1- Any goods supplied by the Company to the Customer as a temporary replacement for any Repair Item undergoing repair must be returned to the Company undamaged within 21 days if despatch by the Customer and failure to return any such item within that period and undamaged shall render the Customer liable to a charge of one and half times the replacement cost of the item, the charge being payable within 30 days of the expiry of the 21 day period aforesaid.

### **16. Governing Law**

16.1 This Contract is subject to the Law of England and Wales.



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## **Privacy Policy**

### **Use of Personal Data and GDPR:**

New legislation is being introduced. On May 25<sup>th</sup> 2018 the GDPR regulations will come in to effect. One of the main changes brought into effect by the introduction of the GDPR is that customers must “opt in” for companies to use their details for marketing purposes. Previously, websites were able to have a pre-ticked box to add you into mailing lists. This is no longer the case. Now if you would like to hear from us, you will need to explicitly authorise us to do so.

Upon purchasing goods or services from us we will require (Amongst other things) the following information from you:

Name  
Company name  
Delivery address  
Invoice address  
Email address  
Phone number

This information is used to complete your order and to ship it to your delivery address. We ask for your email address and phone number so that we and our couriers can contact you with updates on your order status, as well as to inform you if there are any issues.

Unless you have explicitly given us permission (opted in to receiving marketing and promotional information from us) we will not use your personal details for any other purpose.

### **How We Use Your Data**

As a company we will need to hold some of your data, as well as share some with other companies. This is done to allow us to function as a business. A list of the companies that will be able to see your personal data are listed below:

Xero (Our accounting system)  
Stripe (Card Processing provider – We use a 3<sup>rd</sup> party, and do not have access to your card details)  
Dovey Accountancy Services (Our accountant and auditor)  
Google Analytics (Analytical data, number of page views etc.)  
DPD (Courier)  
UPS (Courier)  
FedEX (Courier)  
TNT (Courier)  
Royal Mail (Courier)  
Mailchimp (Bulk emailing system. Only used if you have chosen to receive promotional material from us).

All of these companies in turn will also be regulated and must adhere to the GDPR rules. Only relevant information is shared with these companies (e.g. All card payments will be processed through Stripe. This company will have access to your card details in order to process your payment, but will not have access to other data not required for them to perform the service we require of them, for instance your phone number).



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## **Security Breaches**

As a business used to working with sensitive customer information, we take the protection of all of your personal data very seriously and have protocols in place to protect it from accidental and malicious leaking.

In the unlikely event that there is a breach of these protocols and we suspect that your personal data may have been compromised we will inform you as soon as feasibly possible in order to allow you to take any necessary precautions. This notification will include the following:

The nature of the personal data breach

Recommendations for you to mitigate potential adverse effects.

## **Right to be Forgotten**

Also included in the GDPR you as a customer have the “Right to be forgotten”. This means that you will be able to make a request to us for your personal data to be erased. This will only work for data that is no longer required by us to function as a business. (This may mean that should you have made a request to be forgotten, we will remove your phone number, name, email address etc. but may need to retain what items you have bought for accounting purposes. Once this information is no longer required it will be removed).

## **Protection of Personal Data**

We will take reasonable precautions to create a secure environment to protect the personal information supplied by you to us when making an order for good or services

## **Credit and Debit Card Details**

We do not store customer’s financial details (Credit or debit card transactions are processed by a 3<sup>rd</sup> party – Stripe – We do not have access to your card details).

## **Cookies**

Cookies are small pieces of information that websites transfer to your computer hard drive and use to enable website to providers features such as automatic login, personalised greetings and storage of items in your Shopping Basket. Cookies can be turned off in your browser or you can be notified when you receive a cookie so you choose whether to accept it. The Help menu of your browser should contain information on how to do this. However, changing these settings may mean that you will not be able to take advantage of some of the advanced features on the sites you visit. If you do wish to remove cookies after a visiting a web-site, perhaps because you are using a shared computer, you can clear the cookies.

## **Disclosure of Information to Third Parties**

We do not sell, trade or rent your personal information (data) to others. We may choose to do so in the future with carefully selected and trustworthy third parties. Should you not wish us to do so then please tell us by sending an e-mail to [office@213Performance.co.uk](mailto:office@213Performance.co.uk).



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In the future we may provide statistics or analytical records about our customers, sales, traffic patterns to reputable third party vendors but this information will not include any personally identifying information.

As part of our work as service agents for other brands, we may be required to share details of our interactions with that brands customers. We may be required to provide reports detailing product faults, failures, and the corrective actions we took. This data may include product details such as model, and serial numbers. Data shared in this way will not contain personal details (Your name, e-mail address, etc).

The brands we represent may, in the future, wish to contact you to determine your views on the level of service, and your customer experience with us. If this is the case, we will ask you for permission to share your contact information.

We employ third parties and individuals to perform certain functions on our behalf. Examples of these might be a courier delivering your goods to you, and processing credit and debit card payments. Please rest assured that those companies and individuals who have access to any such personal information are not permitted to use this information for any other purposes and they are required to process any such data in accordance with the GDPR.

213 Performance Ltd. Is a company registered in England and Wales. We have a legal obligation to report some financial transactions, and to collect data on the companies and individuals we trade with (To HMRC for VAT purposes for example). We aim at all times to comply with all the legal requirements for financial reporting, and will provide the relevant agencies of the UK government with any and all data they require from us.

### **Transfer of Data**

The information we collect may be transferred outside the European Economic Area for the purposes of processing and maintaining your Account with us. Any transfer of personal information outside the European Economic Area will be done in a manner that ensures that the information is processed in accordance with our Privacy Policy.

### **Access to Information**

You may obtain details of the personal information we hold on you by e-mailing us at [office@213Performance.co.uk](mailto:office@213Performance.co.uk). One of our Directors will contact you within 28 working days of receiving your request.