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**CARRS OF SHEFFIELD (MANUFACTURING) LIMITED**  
**TERMS & CONDITIONS FOR THE SUPPLY OF GOODS**

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## 1. INTERPRETATION

1.1 The definitions and rules of interpretation in this condition apply in these conditions.

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| <b>"Buyer";</b>                | the person, firm or company who purchases the Goods from the Company.   |
| <b>"Company";</b>              | Carrs of Sheffield (Manufacturing) Limited (Company number: 01596369) of Troy House, 2 Holbrook Avenue, Holbrook, Sheffield, S20 3FH.   |
| <b>"Contract";</b>             | any Contract between the Company and the Buyer for the sale and purchase of the Goods, incorporating these conditions.                  |
| <b>"Consumer";</b>             | a person who purchases good for personal use.   |
| <b>"Delivery Point";</b>       | the place where delivery of the Goods is to take place under clause 4 of Part 2.  |
| <b>"Force Majeure Events";</b> | an event referred to in clause 12 of Part 2.  |
| <b>"Goods";</b>                | any goods agreed in the Contract to be supplied to the Buyer by the Company (including any part or parts of them).                      |
| <b>"Order";</b>                | the Buyers order for the Goods as set out in the Buyers purchase order form of the Buyers written acceptance of the Company conditions. |

A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

Words in the singular include the plural and in the plural include the singular.

A reference to one gender includes a reference to the other gender.

Condition headings do not affect the interpretation of these conditions.

### INFORMATION ABOUT US AND HOW TO CONTACT US

**Who we are.** We are Carrs of Sheffield (Manufacturing) Limited a company registered in England and Wales. Our company registration number is 01596369 and our registered office is at Troy House, 2, Holbrook Avenue, Holbrook, Sheffield, S20 3FH. Our registered VAT number is [GB 308730859].

**How to contact us.** You can contact us by telephoning our customer service team on 01142510610 or by writing to us at [info@carrs-silver.co.uk](mailto:info@carrs-silver.co.uk) or Troy House, 2, Holbrook Avenue, Holbrook, Sheffield, S20 3FH.

**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.

## **APPLICATION OF TERMS**

If you are a Consumer, Part 1 of these terms will apply to you;

If you are a Business, Part 2 of these terms will apply to you.

### **Part 1**

#### **1. OUR TERMS WHICH APPLY TO CONSUMERS**

##### **THESE TERMS**

**1.1 What these terms cover.** These are the terms and conditions on which we supply Goods to you.

**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 Goods 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.

#### **2. OUR CONTRACT WITH YOU**

**2.1 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.

**2.2 If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing and will not charge you for the Goods. This might be because the Goods are 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 Goods or because we are unable to meet a delivery deadline you have specified.

**2.3 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. OUR GOODS**

**3.1 Goods may vary slightly from their pictures.** The images of the Goods on our website **or** in our brochure are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours **or** a picture in our brochure accurately reflects the colour of the Goods. Your Goods may vary slightly from those images. Although we have made every effort to be as accurate as possible, because our Goods are handmade, all sizes, weights, capacities, dimensions and measurements indicated on our website **or** in our brochure have a 2% tolerance.

**3.2 Goods packaging may vary.** The packaging of the Goods may vary from that shown in images on our website **or** in our brochure.

**3.3 Making sure your measurements are accurate.** If we are making the Goods to measurements you have given us you are responsible for ensuring that these measurements are correct. You can find information and tips on how to measure or by contacting us.

### **4. YOUR RIGHTS TO MAKE CHANGES**

**4.1** If you wish to make a change to the Goods 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 Goods, 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. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 7, *Your rights to end the contract*).

### **5. OUR RIGHTS TO MAKE CHANGES**

**5.1 Minor changes to the Goods.** We may change the Goods:

5.1.1 to reflect changes in relevant laws and regulatory requirements; and

5.1.2 to implement minor technical adjustments and improvements. These changes will not affect your use of the Goods.

### **6. PROVIDING THE GOODS**

**6.1 Delivery costs.** The costs of delivery will be as set out in our brochure **or** on our website.

**6.2 When we will provide the Goods.** During the order process we will let you know when we will provide the Goods to you.

**6.3 We are not responsible for delays outside our control.** If our supply of the Goods 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 Goods you have paid for but not received.

**6.4 If you are not at home when the Goods are delivered.** If no one is available at your address to take delivery and the Goods cannot be posted through your letterbox, our Goods carrier will e-mail you to rearrange delivery at a convenient time or place (for example leaving the Goods with a neighbour). If the Goods carrier is unable to deliver the Goods they will be taken to a local access point for collection by you, and you will receive notification of this. If you do not collect the Goods within the time specified on the notification, they will be returned to us.

**6.5 If you do not re-arrange delivery.** If you do not collect the Goods 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 9.2 will apply.

**6.6 If you do not allow us access to provide services.** If you do not allow us access to your property to perform the services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 9.2 will apply.

**6.7 Your legal rights if we deliver Goods late.** You have legal rights if we deliver any Goods late. If we miss the delivery deadline for any Goods then you may treat the contract as at an end straight away if any of the following apply:

6.7.1 we have refused to deliver the Goods;

6.7.2 delivery within the delivery deadline was essential (taking into account all the relevant circumstances).

**6.8 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 6.7, 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.

**6.9 Ending the contract for late delivery.** If you do choose to treat the contract as at an end for late delivery under clause 6.7 or clause 6.8, you can cancel your order for any of the Goods or reject Goods that have been delivered. If you wish, you can reject or cancel the order for some of those Goods (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 Goods and their delivery. If the Goods 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 01142510610 or email us at [info@carrs-silver.co.uk](mailto:info@carrs-silver.co.uk) for a return label or to arrange collection.

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

6.11 **When you own Goods.** You own the Goods once we have received payment in full.

6.12 **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 Goods to you. If so, this will have been set out in our brochure **or** on our website. We will contact you in writing 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 9.2 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 Goods 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.

6.13 **Reasons we may suspend the supply of Goods to you.** We may have to suspend the supply of a Goods to:

6.13.1 deal with technical problems or make minor technical changes;

6.13.2 update the Goods to reflect changes in relevant laws and regulatory requirements;

6.13.3 make changes to the Goods as requested by you or notified by us to you (see clause 5).

6.14 **Your rights if we suspend the supply of Goods.** We will contact you in advance to tell you we will be suspending supply of the Goods, unless the problem is urgent or an emergency. You may contact us to end the contract for Goods if we suspend it, or tell you we are going to suspend it, in each case for a period of more than [2 weeks] and we will refund any sums you have paid in advance for the Goods in respect of the period after you end the contract.

6.15 **We may also suspend supply of the Goods if you do not pay.** If you do not pay us for the Goods when you are supposed to (see clause 11.4) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the Goods until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the Goods. We will not suspend the Goods where you dispute the unpaid invoice (see clause 11.6). We will not charge you for the Goods during the period for which they are suspended. As well as suspending the Goods we can also charge you interest on your overdue payments (see clause 11.5).

## 7. YOUR RIGHTS TO END THE CONTRACT

7.1 **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:

- 7.1.1 **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the Goods repaired or replaced or to get some or all of your money back), **see** clause 10;
- 7.1.2 **If you want to end the contract because of something we have done or have told you we are going to do, see** clause 7.2;
- 7.1.3 **If you have just changed your mind about the Goods, see** clause 7.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any Goods;
- 7.1.4 **In all other cases (if we are not at fault and there is no right to change your mind), see** clause 7.7.

**7.2 Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at 7.2.1 to 7.2.5 below the contract will end immediately and we will refund you in full for any Goods which have not been provided and you may also be entitled to compensation. The reasons are:

- 7.2.1 we have told you about an upcoming change to the Goods or these terms which you do not agree to;
- 7.2.2 we have told you about an error in the price or description of the Goods you have ordered and you do not wish to proceed;
- 7.2.3 there is a risk that supply of the Goods may be significantly delayed because of events outside our control;
- 7.2.4 we have suspended supply of the Goods 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
- 7.2.5 you have a legal right to end the contract because of something we have done wrong.

**7.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most Goods bought over the telephone **or** by mail order you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

7.4

**7.4 When you don't have the right to change your mind.** You do not have a right to change your mind in respect of:

- 7.4.1 Goods which have been engraved to your specification;
- 7.4.2 any Goods which become mixed inseparably with other items after their delivery.

**7.5 How long do I have to change my mind?**

- 7.5.1 You have 14 days after the day you (or someone you nominate) receives the Goods, **unless**:

**7.5.1.1 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.

**7.5.1.2 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.

**7.6 Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind (see clause 7.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for Goods is completed when the Goods are delivered, and paid for. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for Goods not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

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

**8.1 Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:

**8.1.1 Phone or email.** Call customer services on 01142510610 or email us at [info@carrs-silver.co.uk](mailto:info@carrs-silver.co.uk). Please provide details of what you bought, when you ordered or received it and your name and address.

**8.1.2 By post.** Complete the form included in our brochure and post it to us at the address on the form. Or simply write to us at Troy House, 2, Holbrook Avenue, Holbrook, Sheffield, S20 3FH including details of what you bought, when you ordered or received it and your name and address.

**8.2 Returning Goods after ending the contract.** If you end the contract for any reason after Goods 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 at Troy House, 2, Holbrook Avenue, Holbrook, Sheffield, S20 3FH or (if they are not suitable for posting) allow us to collect them from you. Please call customer services on 01142510610 or email us at [info@carrs-silver.co.uk](mailto:info@carrs-silver.co.uk) for a return label or to arrange collection. If you are exercising your right to change your mind you must send off the Goods within 14 days of telling us you wish to end the contract.

**8.3 Non-returnable Goods.** Goods which have been engraved to your specification are non-returnable unless they are faulty.

**8.4 When we will pay the costs of return.** We will pay the costs of return:

**8.4.1** if the Goods are faulty or misdescribed;

**8.4.2** if you are ending the contract because we have told you of an upcoming change to the Goods 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

8.5 In all other circumstances you must pay the costs of return.

8.6 **What we charge for collection.** If you are responsible for the costs of return and we are collecting the Goods 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, as set out in our brochure **or** on our website.

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

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

8.8.1 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. See our brochure for information about what handling is acceptable and examples. 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.

8.8.2 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 the Goods within 3-5 days at one cost but you choose to have the Goods delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

8.9 **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:

8.9.1 If we have not offered to collect the Goods, your refund will be made within 14 days from the day on which we receive the Goods back from you or, if earlier, the day on which you provide us with evidence that you have sent the Goods back to us. For information about how to return a Goods to us, see clause 8.1.

8.9.2 In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

## **9. OUR RIGHTS TO END THE CONTRACT**

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

9.1.1 you do not make any payment to us when it is due and you still do not make payment within [7] days of us reminding you that payment is due;

9.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Goods;

9.1.3 you do not, within a reasonable time, allow us to deliver the Goods to you or collect them from us;

9.1.4 you do not, within a reasonable time, allow us access to your premises to supply the services.

**9.2 You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for the Goods 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.

**9.3 We may withdraw the Goods.** We may write to you to let you know that we are going to stop providing the Goods. We will let you know in advance of our stopping the supply of the Goods and will refund any sums you have paid in advance for Goods which will not be provided.

## **10. IF THERE IS A PROBLEM WITH THE GOODS**

**10.1 How to tell us about problems.** If you have any questions or complaints about the Goods, please contact us. You can telephone our customer service team on 01142510610 or write to us at [info@carrs-silver.co.uk](mailto:info@carrs-silver.co.uk) and Troy House, 2, Holbrook Avenue, Holbrook, Sheffield, S20 3FH. Alternatively, please speak to one of our staff in-store.

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

**10.3** 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.

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

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

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

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

**10.5 Your obligation to return rejected Goods.** If you wish to exercise your legal rights to reject Goods 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 01142510610 or email or write to us at [info@carrs-silver.co.uk](mailto:info@carrs-silver.co.uk) and Troy House, 2,

Holbrook Avenue, Holbrook, Sheffield, S20 3FH for a return label or to arrange collection.

## **11. PRICE AND PAYMENT**

11.1 **Where to find the price for the Goods.** The price of the Goods (which includes VAT) will be the price as set out in on our website. We take all reasonable care to ensure that the price of the Goods advised to you is correct. However please see clause 11.3 for what happens if we discover an error in the price of the Goods you order.

11.2 **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 Goods, we will adjust the rate of VAT that you pay, unless you have already paid for the Goods in full before the change in the rate of VAT takes effect.

11.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the Goods we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the Goods correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the Goods correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order.

11.4 **When you must pay and how you must pay.** We accept payment with [LIST OF CREDIT AND DEBIT CARDS]. You must pay for the Goods before we dispatch them. We will not charge your credit or debit card until we dispatch the Goods to you.

11.5 **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 4% a year above the base lending rate of National Westminster Bank Plc 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. We also reserve the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1988.

11.6 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

## **12. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

12.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, 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.

12.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Goods and for defective Goods under the Consumer Protection Act 1987.

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

### 13. HOW WE MAY USE YOUR PERSONAL INFORMATION

13.1 **How we may use your personal information.** We will only use your personal information as set out in our Privacy Policy. You can find our Privacy Policy [INFORMATION ON HOW TO FIND THE PRIVACY POLICY].

### 14. OTHER IMPORTANT TERMS

14.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

14.2 **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 7.4 to a person who has acquired the Goods. We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the Goods.

14.3 **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 14.2 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.

14.4 **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.

14.5 **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 Goods, we can still require you to make the payment at a later date.

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

## The Schedule

### Model Cancellation Form

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

To Carrs Of Sheffield (Manufacturing) Limited at Troy House, 2, Holbrook Avenue, Holbrook, Sheffield., S20 3FH, (WHERE AVAILABLE, FAX NUMBER} AND info@carrs-silver.co.uk]

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

Ordered on [\*/received on [\*],

Name of consumer(s),

Address of consumer(s),

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

Date

[\*] Delete as appropriate

### Part 2

The Buyer's attention is in particular drawn to the provisions of condition 9.4.

#### **1. OUR TERMS WHICH APPLY TO BUSINESSES**

- 1.2 Subject to any variation under condition 1.4 the Contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document or which are implied by trade, custom practice or course of dealing).
- 1.3 No terms or conditions endorsed on, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.
- 1.4 These conditions apply to all the Company's sales and any variation to these conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by two Directors or one Director and the Company Secretary of the Company. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Nothing in this condition shall exclude or limit the Company's liability for fraudulent misrepresentation.

- 1.5 Each Order or acceptance of a quotation for Goods by the Buyer from the Company shall be deemed to be an offer by the Buyer to buy Goods subject to these conditions.
- 1.6 No Order placed by the Buyer shall be deemed to be accepted by the Company until a written acknowledgement of Order is issued by the Company or (if earlier) the Company delivers the Goods to the Buyer. If the Buyer has an email address (which is known to the Company), the Company shall send the acknowledgement of order by email. If the Buyer does not have an email address but does have a fax number (which is known to the Company), the Company shall send the acknowledgement of order by fax. If the Buyer has neither a fax number or email address (which is known to the Company), the Company shall send the acknowledgement of order by post.
- 1.7 The Buyer shall ensure that the terms of its order and any applicable specification are complete and accurate.
- 1.8 Any quotation is given on the basis that no Contract shall come into existence until the Company despatches an acknowledgement of order to the Buyer. Any quotation is valid for a period of 30 days only from its date, provided that the Company has not previously withdrawn it.

## **2. DESCRIPTION**

- 2.1 The quantity and description of the Goods shall be as set out in the Company's quotation or acknowledgement of Order. Subject to condition 3.3 an estimated dispatch date shall also be set out in the Company's acknowledgement of order. Subject to condition 6.1 details of the price of the Goods shall also be set out in the acknowledgement of Order.
- 2.2 All samples, drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract and this is not a sale by sample.

## **3. DELIVERY**

- 3.1 Unless otherwise agreed in writing by the Company, delivery of the Goods shall take place at the Buyer's place of business as notified by the Buyer to the Company.
- 3.2 The Buyer shall take delivery of the Goods within 14 days of the Company giving it notice that the Goods are ready for delivery.

- 3.3 Any dates specified by the Company for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.
- 3.4 Delivery is completed on completion of unloading of the Goods at the Delivery Point.
- 3.5 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Company shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Buyer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 3.6 Subject to the other provisions of these conditions the Company shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Company's negligence), nor shall any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 180 days.
- 3.7 If for any reason the Buyer fails to accept delivery of any of the Goods when they are ready for delivery, or the Company is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations:
- 3.7.1 risk in the Goods shall pass to the Buyer (including for loss or damage caused by the Company's negligence);
- 3.7.2 the Goods shall be deemed to have been delivered; and
- 3.7.3 the Company may store the Goods until delivery, whereupon the Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
- 3.8 The Buyer shall provide at the Delivery Point and at its expense adequate and appropriate equipment and manual labour for loading the Goods.
- 3.9 The Company may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.
- 3.10 Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other Contract or instalment.

#### **4. NON-DELIVERY**



- 4.1 The quantity of any consignment of Goods as recorded by the Company on dispatch from the Company's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.
- 4.2 The Company shall not be liable for any non-delivery of Goods (even if caused by the Company's negligence) unless the Buyer gives written notice to the Company of the non-delivery within 7 days of the date when the Goods would in the ordinary course of events have been received.
- 4.3 Any liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

## **5. RISK/TITLE**

- 5.1 The Goods are at the risk of the Buyer from the time of delivery.
- 5.2 Ownership of the Goods shall not pass to the Buyer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:
  - 5.2.1 the Goods; and
  - 5.2.2 all other sums which are or which become due to the Company from the Buyer on any account.
- 5.3 Until ownership of the Goods has passed to the Buyer, the Buyer shall:
  - 5.3.1 hold the Goods on a fiduciary basis as the Company's bailee;
  - 5.3.2 store the Goods (at no cost to the Company) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Company's property;
  - 5.3.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
  - 5.3.4 maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Buyer shall produce the policy of insurance to the Company;
  - 5.3.5 notify the Company immediately if it becomes subject to any of the events listed in clause 11;
  - 5.3.6 give the Company such information relating to the Goods as the Company may require from time to time.
- 5.4 The Buyer may resell the Goods before ownership has passed to it solely on the following conditions:

- 5.4.1 any sale shall be effected in the ordinary course of the Buyer's business at full market value; and
- 5.4.2 any such sale shall be a sale of the Company's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.
- 5.5 If before title to the Goods passes to the Customer, the Customer becomes subject to any of the events listed in clause 10 then, without limiting any other right or remedy the Company may have:
- a) the Customer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and
  - b) the Company may at any time:
    - i. require the Customer to deliver up all Goods in its possession that have not been resold; or irrevocably incorporated into another product; and
    - ii. if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.
- 5.6 The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.
- 5.7 The Buyer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.
- 5.8 Where the Company is unable to determine whether any Goods are the goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all goods of the kind sold by the Company to the Buyer in the order in which they were invoiced to the Buyer.
- 5.9 On termination of the Contract, howsoever caused, the Company's (but not the Buyer's) rights contained in this condition 6 shall remain in effect.

## **6. PRICE**

- 6.1 Unless otherwise agreed by the Company in writing, the price for the Goods shall be the price set out in the Company's price list published on the date of delivery or deemed delivery.
- 6.2 The price for the Goods shall be exclusive of any value added tax and all costs or charges in relation to packaging, loading, unloading, carriage and insurance, all of which amounts the Buyer shall pay in addition when it is due to pay for the Goods.

## **7. PAYMENT**

- 7.1 Subject to condition 7.4, payment of the price for the Goods is due in pounds sterling or Euros and (unless otherwise agreed in writing) on the last working day of the month following the month in which the Goods are delivered or deemed to be delivered.
- 7.2 Time for payment shall be of the essence and payment shall be made into the Company's bank account, details of which will be provided to the Buyer by the Company.
- 7.3 No payment shall be deemed to have been received until the Company has received cleared funds.
- 7.4 All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.
- 7.5 The Buyer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Buyer.
- 7.6 If the Buyer fails to pay the Company any sum due pursuant to the Contract, the Buyer shall be liable to pay interest to the Company on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of National Westminster Bank plc, accruing on a daily basis until payment is made, whether before or after any judgment. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

## **8. QUALITY**

- 8.1 Where the Company is not the manufacturer of the Goods, the Company shall endeavor to transfer to the Buyer the benefit of any warranty or guarantee given to the Company.
- 8.2 The Company warrants that (subject to the other provisions of these conditions and subject to condition 8.3) on delivery, and for a period of 12 months from the date of delivery, the Goods shall:
- 8.2.1 be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and
- 8.2.2 be reasonably fit for any particular purpose for which the Goods are being bought if the Buyer had made known that purpose to the Company in writing and the Company has confirmed in writing that it is reasonable for the Buyer to rely on the skill and judgement of the Company.
- 8.3 The Company recognises that some Goods manufactured by the Company and

supplied to the Buyer have warranty periods or guarantees which are longer than the period specified in condition 8.2. In relation to such Goods, the Company will honour the terms of the warranty or guarantee, providing that its liability to the Buyer shall in no circumstances exceed its maximum liability under these conditions.

- 8.4 Should there be a genuine fault with any of the Goods, upon the Buyer notifying the fault to the Company in writing within the time period referred to in condition 8.2 (or such period as may be applicable under condition 8.3) and the Company being satisfied that the fault reported is a genuine fault, the Company will use all reasonable endeavours to resolve the matter as expeditiously as possible with the Buyer and where appropriate arrange for a replacement of the Goods to be delivered to the Buyer.
- 8.5 The Company shall not be liable for the Goods' failure to comply with the warranty set out in clause 8.2 in any of the following events:
- 8.5.1 the Customer makes any further use of such Goods after giving a notice in accordance with clause 8.4;
  - 8.5.2 the defect arises because the Customer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
  - 8.5.3 the defect arises as a result of the Company following any drawing, design or Specification supplied by the Customer;
  - 8.5.4 the Customer alters or repairs such Goods without the written consent of the Company;
  - 8.5.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or
  - 8.5.6 the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

## **9. LIMITATION OF LIABILITY**

- 9.1 Subject to condition 3, condition 4 and condition 8, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-Contractors) to the Buyer in respect of:
- 9.1.1 any breach of these conditions, including any deliberate breach of these conditions by a party, or its employees, agents or subcontractors;
  - 9.1.2 any use made or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and
  - 9.1.3 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 9.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest

extent permitted by law, excluded from the Contract.

9.3 Nothing in these conditions excludes or limits the liability of the Company:

9.3.1 for death or personal injury caused by the Company's negligence; or

9.3.2 under section 2(3), Consumer Protection Act 1987; or

9.3.3 for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or

9.3.4 for fraud or fraudulent misrepresentation.

9.4 Subject to condition 9.2 and condition 9.3:

9.4.1 the Company's total liability in Contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price; and

9.4.2 the Company shall not be liable to the Buyer for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

## **10. TERMINATION**

10.1 Without limiting its other rights and remedies, the Buyer's right to possession of the Goods shall terminate immediately and the Company may terminate this Contract with immediate effect by giving written notice to the Customer if:

10.1.1 the Customer commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within 14 days that party being notified in writing to do so;

10.1.2 the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

10.1.3 the Customer suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

10.1.4 the Customer's financial position deteriorates to such an extent that in the Company's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

10.2 Without limiting its rights or remedies, the Company may suspend provision of the Goods under the Contract or any other Contract between the Customer and the Company if the Customer becomes subject to any of the events listed in clause 10.1.1

to clause 10.1.4, or the Company reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under the Contract on the due date for payment.

- 10.3 Without limiting its other rights and remedies, the Company may terminate this Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 10.4 On termination of the Contract for any reason the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest.
- 10.5 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.
- 10.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

## **11. ASSIGNMENT**

- 11.1 The Company may assign the Contract or any part of it to any person, firm or company.
- 11.2 The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.

## **12. FORCE MAJEURE**

The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 180 days, the Buyer shall be entitled to give notice in writing to the Company to terminate the Contract.

## **13. GENERAL**

- 13.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.
- 13.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity,

voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

- 13.3 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 13.4 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 13.5 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 13.6 This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-Contractual disputes or claims) shall be governed by and construed in accordance with English law, and the parties submit to the exclusive jurisdiction of the English courts.
- 13.7 This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 13.8 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in this agreement.

#### **14. COMMUNICATIONS**

- 14.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax or email:
  - 14.1.1 (in case of communications to the Company) to its registered office or such changed address as shall be notified to the Buyer by the Company; or
  - 14.1.2 (in the case of the communications to the Buyer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Buyer set out in any document which forms part of the Contract or such other address as shall be notified to the Company by the Buyer.
- 14.2 Communications shall be deemed to have been received:
  - 14.2.1 if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank

and public holidays) after posting (exclusive of the day of posting); or

14.2.2 if delivered by hand, on the day of delivery; or

14.2.3 if sent by fax or email on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day.

14.3 Communications addressed to the Company shall be marked for the attention of Martin Carr unless the Company notifies the Buyer in writing to the contrary.



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## **INTRODUCTION**

Welcome to the Carrs of Sheffield (Manufacturing) Limited's privacy notice.

Carrs of Sheffield (Manufacturing) Limited respects your privacy and is committed to protecting your personal data. This privacy notice will inform you as to how we look after your personal data when you visit our website (regardless of where you visit it from) and tell you about your privacy rights and how the law protects you.

This privacy notice is provided in a layered format so you can click through to the specific areas set out below. Please also use the Glossary to understand the meaning of some of the terms used in this privacy notice.

**1. [*IMPORTANT INFORMATION AND WHO WE ARE*]**

**2. [*THE DATA WE COLLECT ABOUT YOU*]**

**3. [*HOW IS YOUR PERSONAL DATA COLLECTED*]**

**4. [*HOW WE USE YOUR PERSONAL DATA*]**

**5. [*DISCLOSURES OF YOUR PERSONAL DATA*]**

**6. [*INTERNATIONAL TRANSFERS*]**

**7. [*DATA SECURITY*]**

**8. [*DATA RETENTION*]**

**9. [*YOUR LEGAL RIGHTS*]**

**10. [*GLOSSARY*]**

**1. IMPORTANT INFORMATION AND WHO WE ARE**

### **PURPOSE OF THIS PRIVACY NOTICE**

This privacy notice aims to give you information on how Carrs of Sheffield (Manufacturing) Limited collects and processes your personal data through your use of this website, including any data you may provide through this website when you sign up to our newsletter, purchase a product or service or take part in a competition.

This website is not intended for children and we do not knowingly collect data relating to children.

It is important that you read this privacy notice together with any other privacy notice or fair processing notice we may provide on specific occasions when we are collecting or processing personal data about you so that you are fully aware of how and why we are using your data. This privacy notice supplements the other notices and is not intended to override them.

## **CONTROLLER**

Carrs of Sheffield (Manufacturing) Limited is the controller and responsible for your personal data (collectively referred to as "Carrs", "we", "us" or "our" in this privacy notice).

We have appointed a data protection officer (DPO) who is responsible for overseeing questions in relation to this privacy notice. If you have any questions about this privacy notice, including any requests to exercise *your legal rights*, please contact the DPO using the details set out below.

## **CONTACT DETAILS**

Full name of legal entity: Carrs of Sheffield (Manufacturing) Limited, registered with company number 1596369 with the registered office stated below.

Name or title of DPO: Martin Carr

Email address: martin.carr@carrs-silver.co.uk

Postal address: Troy House, 2 Holbrook Avenue, Holbrook, Sheffield S20 3FH

Telephone number: 0114 251 0610

You have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues ([www.ico.org.uk](http://www.ico.org.uk)). We would, however, appreciate the chance to deal with your concerns before you approach the ICO so please contact us in the first instance.

## **CHANGES TO THE PRIVACY NOTICE AND YOUR DUTY TO INFORM US OF CHANGES**

It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during your relationship with us.

## **THIRD-PARTY LINKS**

This website may include links to third-party websites, plug-ins and applications. Clicking on those links or enabling those connections may allow third parties to collect or share data about you. We do not control these third-party websites and are not responsible for their privacy statements. When you leave our website, we encourage you to read the privacy notice of every website you visit.

## 2. THE DATA WE COLLECT ABOUT YOU

Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data).

We may collect, use, store and transfer different kinds of personal data about you which we have grouped together follows:

- **Identity Data** includes first name, maiden name, last name, username or similar identifier, marital status, title, date of birth and gender.
- **Contact Data** includes billing address, delivery address, email address and telephone numbers.
- **Financial Data** includes bank account and payment card details.
- **Transaction Data** includes details about payments to and from you and other details of products and services you have purchased from us.
- **Technical Data** includes internet protocol (IP) address, your login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform and other technology on the devices you use to access this website.
- **Profile Data** includes your username and password, purchases or orders made by you, your interests, preferences, feedback and survey responses.
- **Usage Data** includes information about how you use our website, products and services.
- **Marketing and Communications Data** includes your preferences in receiving marketing from us and our third parties and your communication preferences.

We also collect, use and share **Aggregated Data** such as statistical or demographic data for any purpose. Aggregated Data may be derived from your personal data but is not considered personal data in law as this data does **not** directly or indirectly reveal your identity. For example, we may aggregate your Usage Data to calculate the percentage of users accessing a specific website feature. However, if we combine or connect Aggregated Data with your personal data so that it can directly or indirectly identify you, we treat the combined data as personal data which will be used in accordance with this privacy notice.

We do not collect any **Special Categories of Personal Data** about you (this includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health and genetic and biometric data). Nor do we collect any information about criminal convictions and offences.

### IF YOU FAIL TO PROVIDE PERSONAL DATA

Where we need to collect personal data by law, or under the terms of a contract we have with you and you fail to provide that data when requested, we may not be able to perform the

contract we have or are trying to enter into with you (for example, to provide you with goods or services). In this case, we may have to cancel a product or service you have with us but we will notify you if this is the case at the time.

### 3. HOW IS YOUR PERSONAL DATA COLLECTED?

We use different methods to collect data from and about you including through:

- **Direct interactions.** You may give us your Identity, Contact and Financial Data by filling in forms or by corresponding with us by post, phone, email or otherwise. This includes personal data you provide when you:
  - apply for our products or services;
  - create an account on our website;
  - subscribe to our service or publications;
  - request marketing to be sent to you;
  - enter a competition, promotion or survey; or
  - give us some feedback.
- **Automated technologies or interactions.** As you interact with our website, we may automatically collect Technical Data about your equipment, browsing actions and patterns. We collect this personal data by using cookies, server logs and other similar technologies. We may also receive Technical Data about you if you visit other websites employing our cookies.
- **Third parties or publicly available sources.** We may receive personal data about you from various third parties and public sources as set out below:
  - Technical Data from the following parties:
    - (a) analytics providers such as Google based outside the EU;
    - (b) advertising networks such as Google Adwords or Facebook Ads based outside the EU; and
    - (c) Financial and Transaction Data from providers of technical, payment and delivery services such as WorldPay & UPS based inside **AND** outside the EU
    - (d) Identity and Contact Data from publicly available sources [such as Companies House and the Electoral Register based inside the EU.

#### 4. HOW WE USE YOUR PERSONAL DATA

We will only use your personal data when the law allows us to. Most commonly, we will use your personal data in the following circumstances:

- Where we need to perform the contract we are about to enter into or have entered into with you.
- Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests.
- Where we need to comply with a legal or regulatory obligation.

Click [[here](#)] to find out more about the types of lawful basis that we will rely on to process your personal data.

Generally we do not rely on consent as a legal basis for processing your personal data other than in relation to sending third party direct marketing communications to you via email or text message. You have the right to withdraw consent to marketing at any time as detailed below.

#### PURPOSES FOR WHICH WE WILL USE YOUR PERSONAL DATA

We have set out below, in a table format, a description of all the ways we plan to use your personal data, and which of the legal bases we rely on to do so. We have also identified what our legitimate interests are where appropriate.

Note that we may process your personal data for more than one lawful ground depending on the specific purpose for which we are using your data.

| <b>Purpose/Activity</b>  | <b>Type of data</b>   | <b>Lawful basis for processing including basis of legitimate interest</b>   |
|--|---|---|
| To register you as a new customer  | (a) Identity<br>(b) Contact   | Performance of a contract with you  |
| To process and deliver your order including:<br>(a) Manage payments, fees and charges<br>(b) Collect and recover money owed to us  | (a) Identity<br>(b) Contact<br>(c) Financial<br>(d) Transaction<br>(e) Marketing and Communications | (a) Performance of a contract with you<br>(b) Necessary for our legitimate interests (to recover debts due to us)   |
| To manage our relationship with you which will include:<br>(a) Notifying you about changes to our terms or privacy policy<br>(b) Asking you to leave a review or take a survey | (a) Identity<br>(b) Contact<br>(c) Profile<br>(d) Marketing and Communications                      | (a) Performance of a contract with you<br>(b) Necessary to comply with a legal obligation<br>(c) Necessary for our legitimate interests (to keep our records updated and to study how customers use our |

|   |  |   |
|---|--|---|
|   |  | products/services)  |
| To enable you to partake in a prize draw, competition or complete a survey  | (a) Identity<br>(b) Contact<br>(c) Profile<br>(d) Usage<br>(e) Marketing and Communications                  | (a) Performance of a contract with you<br>(b) Necessary for our legitimate interests (to study how customers use our products/services, to develop them and grow our business)  |
| To administer and protect our business and this website (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data) | (a) Identity<br>(b) Contact<br>(c) Technical   | (a) Necessary for our legitimate interests (for running our business, provision of administration and IT services, network security, to prevent fraud and in the context of a business reorganisation or group restructuring exercise)<br>(b) Necessary to comply with a legal obligation |
| To deliver relevant website content and advertisements to you and measure or understand the effectiveness of the advertising we serve to you                            | (a) Identity<br>(b) Contact<br>(c) Profile<br>(d) Usage<br>(e) Marketing and Communications<br>(f) Technical | Necessary for our legitimate interests (to study how customers use our products/services, to develop them, to grow our business and to inform our marketing strategy)   |
| To use data analytics to improve our website, products/services, marketing, customer relationships and experiences  | (a) Technical<br>(b) Usage   | Necessary for our legitimate interests (to define types of customers for our products and services, to keep our website updated and relevant, to develop our business and to inform our marketing strategy)   |
| To make suggestions and recommendations to you about goods or services that may be of interest to you   | (a) Identity<br>(b) Contact<br>(c) Technical<br>(d) Usage<br>(e) Profile                                     | Necessary for our legitimate interests (to develop our products/services and grow our business)   |

## MARKETING

We strive to provide you with choices regarding certain personal data uses, particularly around marketing and advertising.

## PROMOTIONAL OFFERS FROM US

We may use your Identity, Contact, Technical, Usage and Profile Data to form a view on what we think you may want or need, or what may be of interest to you. This is how we decide which products, services and offers may be relevant for you (we call this marketing).

You will receive marketing communications from us if you have requested information from us or purchased goods or services from us [or if you provided us with your details when you entered a competition or registered for a promotion] and, in each case, you have not opted out of receiving that marketing.

### **THIRD-PARTY MARKETING**

We will get your express opt-in consent before we share your personal data with any company outside the Carrs group of companies for marketing purposes.

### **OPTING OUT**

You can ask us or third parties to stop sending you marketing messages at any time by following the opt-out links on any marketing message sent to you at any time.

Where you opt out of receiving these marketing messages, this will not apply to personal data provided to us as a result of a product/service purchase, warranty registration, product/service experience or other transactions.

### **COOKIES**

You can set your browser to refuse all or some browser cookies, or to alert you when websites set or access cookies. If you disable or refuse cookies, please note that some parts of this website may become inaccessible or not function properly.

### **CHANGE OF PURPOSE**

We will only use your personal data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose.

If we need to use your personal data for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

Please note that we may process your personal data without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

## **5. DISCLOSURES OF YOUR PERSONAL DATA**

We may have to share your personal data with the parties set out below for the purposes set out in the table in paragraph 4 above.

- External Third Parties as set out in the [*Glossary*].



- [Specific third parties [listed in the table in [paragraph 4] above] **OR** such as [SPECIFIC THIRD PARTIES]].]
- Third parties to whom we may choose to sell, transfer, or merge parts of our business or our assets. Alternatively, we may seek to acquire other businesses or merge with them. If a change happens to our business, then the new owners may use your personal data in the same way as set out in this privacy notice.

We require all third parties to respect the security of your personal data and to treat it in accordance with the law. We do not allow our third-party service providers to use your personal data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions.

## **6. INTERNATIONAL TRANSFERS**

We do not transfer your personal data outside the European Economic Area (**EEA**).

## **7. DATA SECURITY**

We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on our instructions and they are subject to a duty of confidentiality.

We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

## **8. DATA RETENTION**

### **HOW LONG WILL YOU USE MY PERSONAL DATA FOR?**

We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements.

To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

In some circumstances you can ask us to delete your data: see [*Request erasure*] below for further information.

In some circumstances we may anonymise your personal data (so that it can no longer be associated with you) for research or statistical purposes in which case we may use this information indefinitely without further notice to you.

## 9. YOUR LEGAL RIGHTS

Under certain circumstances, you have rights under data protection laws in relation to your personal data. Please click on the links below to find out more about these rights:

- [[Request access to your personal data](#)].
- [[Request correction of your personal data](#)].
- [[Request erasure of your personal data](#)].
- [[Object to processing of your personal data](#)].
- [[Request restriction of processing your personal data](#)].
- [[Request transfer of your personal data](#)].
- [[Right to withdraw consent](#)].

If you wish to exercise any of the rights set out above, please contact the DPO, details of how to contact the DPO have been provided in paragraph 1.

### **NO FEE USUALLY REQUIRED**

You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we may refuse to comply with your request in these circumstances.

### **WHAT WE MAY NEED FROM YOU**

We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

### **TIME LIMIT TO RESPOND**

We try to respond to all legitimate requests within one month. Occasionally it may take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

## 10. GLOSSARY

### **LAWFUL BASIS**

**Legitimate Interest** means the interest of our business in conducting and managing our business to enable us to give you the best service/product and the best and most secure experience. We make sure we consider and balance any potential impact on you (both

positive and negative) and your rights before we process your personal data for our legitimate interests. We do not use your personal data for activities where our interests are overridden by the impact on you (unless we have your consent or are otherwise required or permitted to by law).

**Performance of Contract** means processing your data where it is necessary for the performance of a contract to which you are a party or to take steps at your request before entering into such a contract.

**Comply with a legal or regulatory obligation** means processing your personal data where it is necessary for compliance with a legal or regulatory obligation that we are subject to.

## THIRD PARTIES

### EXTERNAL THIRD PARTIES

- Service providers acting as processors based [SPECIFIC COUNTRIES] who provide IT and system administration services.
- Professional advisers acting as processors or joint controllers including lawyers, bankers, auditors and insurers based in the UK who provide consultancy, banking, legal, insurance and accounting services.
- HM Revenue & Customs, regulators and other authorities acting as processors or joint controllers based in the United Kingdom who require reporting of processing activities in certain circumstances.

## YOUR LEGAL RIGHTS

You have the right to:

- 10.1 **Request access** to your personal data (commonly known as a "data subject access request"). This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it.
- 10.2 **Request correction** of the personal data that we hold about you. This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us.
- 10.3 **Request erasure** of your personal data. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing (see below), where we may have processed your information unlawfully or where we are required to erase your personal data to comply with local law. Note, however, that we may not always

be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request.

- 10.4 **Object to processing** of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your personal data for direct marketing purposes. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms.
- 10.5 **Request restriction of processing** of your personal data. This enables you to ask us to suspend the processing of your personal data in the following scenarios: (a) if you want us to establish the data's accuracy; (b) where our use of the data is unlawful but you do not want us to erase it; (c) where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims; or (d) you have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it.
- 10.6 **Request the transfer** of your personal data to you or to a third party. We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.
- 10.7 **Withdraw consent at any time** where we are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain products or services to you. We will advise you if this is the case at the time you withdraw your consent.

11 February 2018

## **Overall rating**

**Your overall rating was green.**

- 0: Not yet implemented or planned
- 0: Partially implemented or planned
- 21: Successfully implemented
- 8: Not applicable

## **GREEN: successfully implemented**

**Your business has conducted an information audit to map data flows.**

**Your business has documented what personal data you hold, where it came from, who you share it with and what you do with it.**

**Your business has identified your lawful bases for processing and documented them.**

**Your business has reviewed how you ask for and record consent.**

**Your business has systems to record and manage ongoing consent.**

**Your business is currently registered with the Information Commissioner's Office.**

**Your business has made privacy notices readily available to individuals.**

**Your business has established a process to recognise and respond to individuals' requests to access their personal data.**

**Your business has processes in place to ensure that the personal data it holds remains accurate and up to date**

**Your business has a process to securely dispose of personal data that is no longer required or where an individual has asked for it to be erased.**

**Your business has an appropriate data protection policy.**

**Your business monitors its own compliance with data protection policies and regularly reviews the effectiveness of data handling and security controls.**

**Your business provides data protection awareness training for all staff.**

**Your business manages information risks in a structured way so that management understands the business impact of personal data related risks and manages them effectively.**

**Your business has implemented appropriate technical and organisational measures to integrate data protection into your processing activities.**

**Your business understands when you must conduct a DPIA and has processes in place to action this.**

**Your business has a DPIA framework which links to your existing risk management and project management processes.**

**Your business has nominated a data protection lead or Data Protection Officer (DPO).**

**Decision makers and key people in your business demonstrate support for data protection legislation and promote a positive culture of data protection compliance across the business.**

**Your business has an information security policy supported by appropriate security measures.**

**Your business has effective processes to identify, report, manage and resolve any personal data breaches.**

## **Not applicable**

**If your business relies on consent to offer online services directly to children, you have systems in place to manage it.**

**If your business offers online services directly to children, you communicate privacy information in a way that a child will understand.**

**Your business has procedures to respond to an individual's request to restrict the processing of their personal data.**

**Your business has processes to allow individuals to move, copy or transfer their personal data from one IT environment to another in a safe and secure way, without hindrance to usability.**

**Your business has procedures to handle an individual's objection to the processing of their personal data.**

**Your business has identified whether any of its processing operations constitute automated decision making and have procedures in place to deal with the requirements.**

**Your business has a written contract with any data processors you use.**

**Your business ensures an adequate level of protection for any personal data processed by others on your behalf that is transferred outside the European Economic Area**

Thank you for completing this checklist. Please complete our short [feedback survey](#) to help improve our toolkit.

The survey should take around three minutes to complete.

[Back](#)