

GCD SECURITY LOCKSMITHS STANDARD TERMS AND CONDITIONS

1. Definitions

- 1.1. In these terms and conditions, the following words and phrases have the following meaning:

“SELLER”: **GCD SECURITY LOCKSMITHS**

“BUYER”: the purchaser of Goods and Services from the Seller.

“CONTRACT” any contract between the Seller and the Buyer for the provision of Goods and/or Services, incorporating these conditions.

“GOODS”: any goods agreed in the Contract to be supplied to the Buyer by the Seller (including any part or parts of them).

“SERVICES”: installation, maintenance and any other services agreed in the Contract to be supplied to the Buyer by the Seller (including any part or parts of them).

“CONTROL EQUIPMENT”: the equipment necessary for opening, closing and testing a system, and for actually signalling equipment.

“REMOTE SIGNALLING”: the Digital Communicator and/or the Direct Line Signalling Equipment.

“ALARM SYSTEM”: the detection devices, circuit, control and signalling equipment detailed in the specification attached.

“ACCESS CONTROL”: the electronic system restricting entry into and exit from the controlled area referred to in the specification attached.

“SELLER’S EQUIPMENT”: the Seller’s motifs, certificates of status or competence, pre-programmed coding blocks for the purposes of Remote Signalling together with any items referred to as the Seller’s equipment in the specification attached.

“COMPLETION”: the date when the Goods become operative or would become operative but for the provision of some other facility or equipment not being provided by the Seller. Completion shall not be deemed to have been delayed due to delays in the provision of some other facility or equipment not being provided by the Seller.

- 1.2. 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.

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

- 1.4. A reference to one gender includes a reference to the other gender.
- 1.5. Condition headings do not affect the interpretation of these conditions.

2. Application of Terms

- 2.1. Subject to any variation under condition 2.3, 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).
- 2.2. 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.
- 2.3. These conditions apply to all the Company's sales and any variation to these conditions and any representations about the Goods or Services shall have no effect unless expressly agreed in writing and signed by the managing director 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.
- 2.4. Each order or acceptance of a quotation for Goods or Services by the Buyer from the Seller shall be deemed to be an offer by the Buyer to buy Goods or Services subject to these conditions.
- 2.5. No order placed by the Buyer shall be deemed to be accepted by the Seller until a written acknowledgement of order is issued by the Seller or (if earlier) the Seller delivers the Goods or supplies the Services to the Buyer.
- 2.6. The Buyer shall ensure that the terms of its order and any applicable specification are complete and accurate.
- 2.7. Any quotation is given on the basis that no Contract shall come into existence until the Seller despatches an acknowledgement of order to the Buyer. Any quotation is valid for the period specified in the quotation or if no period is specified for a period of [30] days only from its date, provided that the Seller has not previously withdrawn it.

3. The Contract Price

- 3.1. Except in respect of an estimate quotation or acceptance of order where the price is expressly stated to be fixed for a specific delivery period, the Seller reserves the right to alter its estimate, quotation or order price in respect of the Goods and the Services by reference to the prices ruling at the date of despatch of the Goods or supply of the Services, by any additional sum as may from time to time be necessary to cover any increases in the cost of materials, labour or any other factors affecting the cost of production or delivery which may occur between the date of the Contract and the date of despatch.
- 3.2. The Seller may increase the price of any maintenance Services at any time after a period of twelve months from the date of the Contract by giving notice in writing to the Buyer stating the increase and the date not being earlier than the date of the notice on or after which it will become effective. The Buyer may within one month after the service of any notice of increase give one week's notice in writing terminating the Contract.

- 3.3. All variations to any order required by the Buyer must be confirmed in writing and will be charged separately.
- 3.4. All estimates, quotations or acceptance of orders are given by the Seller on the basis of free access to all areas concerned with works being carried out by the Seller in visits to the site in normal working hours. If for any reason the Buyer fails to accept delivery of any of the Goods when they are ready for delivery, or the Seller is unable to deliver the Goods or perform the Services on time because the Buyer has not provided appropriate access, instructions, licences or authorisations:
- 3.4.1. risk in the Goods shall pass to the Buyer;
- 3.4.2. the Goods shall be deemed to have been delivered;
- 3.4.3. the Seller may store the Goods until delivery, whereupon the Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance);
- 3.4.4. the Buyer shall be liable for all related costs and expenses as a result of the Seller being unable to perform the Services at the agreed time (including, without limitation, labour costs).
- 3.5. The price for the Goods or Services 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 and Services.

4. Terms of Payment

- 4.1. All charges for Goods and Services provided by the Seller shall be payable by the Buyer on demand on presentation of an invoice to the Buyer by the Seller unless different payment terms are specified in the Seller's quotation or, if issued, acknowledgement of order.
- 4.2. Where a Seller credit account is held by the Buyer all Goods and Services supplied shall be paid within thirty days from the end of the calendar month in which they are invoiced by the Seller. Time for payment shall be of the essence. If any discount is offered by the Seller then the same shall be deductible only if the Goods and Services are paid for within the period of thirty days and on no account shall discount be deductible from the value added tax.
- 4.3. Charges payable on completion shall include the cost of the Goods and the first years maintenance where applicable.
- 4.4. Maintenance charges shall be payable annually in advance on receipt by the Buyer of a renewal notice, commencing on the first anniversary of the date of the Contract.
- 4.5. Time for payment shall be of the essence. No payment shall be deemed to have been received until the Seller has received cleared funds.
- 4.6. All payments payable to the Seller under the Contract shall become due immediately on its termination despite any other provision.
- 4.7. 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 Seller to the Buyer.

- 4.8. If the Buyer fails to pay the Seller any sum due pursuant to the Contract, the Buyer shall be liable to pay interest to the Seller on such sum from the due date for payment at the annual rate of 3% above the base lending rate from time to time of Lloyds Bank 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.
- 4.9. The Seller reserves the following rights:
- (a) to operate a minimum invoice charge;
 - (b) to demand stage payments;
 - (c) to require a minimum 50% deposit payable on an order being made;
 - (d) to demand payment of all outstanding balances whether due or not.

5. Delivery

- 5.1. Where an estimate, quotation or acceptance of order specifies a delivery period but the Seller is unable to complete delivery without further information or details from the Buyer, then the Seller may give notice extending the delivery period and without prejudice to the Seller's rights to vary its prices under clause 5.3 hereof.
- 5.2. Any dates specified by the Seller for delivery of Goods or supply of Services 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.
- 5.3. Subject to the other provisions of these conditions the Seller 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 or performance of Services (even if caused by the Seller's negligence), nor shall any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 60days.
- 5.4. The Seller reserves the right to supply alternative Goods of similar operation and quality to fulfil the Contract.

6. Buyer Design

Where the Goods are ordered in accordance with designs, drawings specifications or samples furnished by the Buyer, the Buyer shall indemnify the Seller against all liability in respect of any infringement of patents, registered designs, trade marks, trade names. copyright or any other rights of third parties arising out of the manufacture, sale or use of such Goods and against all claims, demands, proceedings, damages, costs and expenses arising in respect of any such liability or alleged liability.

7. Warranties and Claims

- 7.1. The Seller warrants that (subject to the other provisions of these conditions) on delivery and for a period of 12 months from the date of delivery, the Goods shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979.
- 7.2. The Seller shall not be liable for a breach of the warranty in condition 7.2 unless:

- 7.2.1. the Buyer gives written notice of the defect to the Seller, and, if the defect is as a result of damage in transit to the carrier, within [14] days of the time when the Buyer discovers or ought to have discovered the defect; and
- 7.2.2. the Seller is given a reasonable opportunity after receiving the notice of examining such Goods and the Buyer (if asked to do so by the Seller) returns such Goods to the Seller's place of business at the Seller's cost for the examination to take place there. If return is not practicable, the Seller will inspect the Goods or procure the same to be inspected in situ, but if the Buyer's claim shall not be justified then the Seller shall be entitled to charge the Buyer for all or part of the cost of any labour, travelling, carriage or other expenses incurred by the Seller in consequence of the claim having been made.
- 7.2.3. The Seller shall not be liable for a breach of the warranty in condition 7.2 if:
 - 7.2.3.1. the Buyer makes any further use of such Goods after giving such notice; or
 - 7.2.3.2. the defect arises because the Buyer failed to follow the Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or
 - 7.2.3.3. the Buyer alters or repairs such Goods without the written consent of the Seller.
- 7.3. Subject to conditions 7.1 and 7.2, if any of the Goods do not conform with the warranty in condition 7.1 the Seller shall at its option repair or replace such Goods (or the defective part) or refund the price of such Goods at the pro rata Contract rate provided that, if the Seller so requests, the Buyer shall, at the Seller's expense, return the Goods or the part of such Goods which is defective to the Seller.
- 7.4. If the Seller complies with condition 7.3 it shall have no further liability for a breach of the warranty in Condition 7.1 in respect of such Goods.
- 7.5. Any Goods replaced shall belong to the Seller [and any repaired or replacement Goods shall be guaranteed on these terms for the unexpired portion of the 12 month period.]
- 7.6. All warranties and conditions whether implied by statute or otherwise are excluded from this contract provided that nothing in this contract shall restrict or exclude liability for death or personal injury caused by the negligence of the Seller or affect the statutory rights of a buyer dealing as a consumer.

8. LIMITATION OF LIABILITY

- 8.1. Subject to clause 8.3, the following provisions set out the entire financial liability of the Seller (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:
 - 8.1.1. any breach of these conditions or the Contract;
 - 8.1.2. any use made by the Buyer of the Services or any part of them;
 - 8.1.3. any representation, statement or tortuous act or omission (including negligence) arising under or in connection with the Contract; and

- 8.1.4. any use made or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods.
- 8.2. 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.
- 8.3. Nothing in these conditions excludes or limits the liability of the Seller:
 - 8.3.1. for death or personal injury caused by the Seller's negligence; or
 - 8.3.2. under section 2(3), Consumer Protection Act 1987; or
 - 8.3.3. for any matter which it would be illegal for the Seller to exclude or attempt to exclude its liability; or
 - 8.3.4. for fraud or fraudulent misrepresentation.
- 8.4. Subject to conditions 8.2 and 8.3:
 - 8.4.1. the Seller'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
 - 8.4.2. the Seller 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.
- 8.5. Whilst the Seller undertakes to take reasonable care in handling armour plate glass doors during work by the Seller liability is excluded for any damage to such Goods by any cause whatsoever.

9. Non-Delivery

- 9.1. The quantity of any consignment of Goods as recorded by the Seller on despatch from the Seller'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.
- 9.2. The Seller shall not be liable for any non-delivery of Goods unless the Buyer gives written notice to the Seller of the non-delivery within seven days of the date when the Goods would in the ordinary course of events have been received.
- 9.3. Any liability of the Seller 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.

10. Passing of Risk

The risk in the Goods shall pass to the Buyer when the Seller delivers the Goods in accordance with the terms hereof to the Buyer or other person to whom the Seller has been authorised by the Buyer to deliver the Goods whether expressly or by implication and the Seller shall not be liable for the safety of the Goods thereafter and accordingly the Buyer shall be obliged to insure the Goods against such risks as may be commercially prudent in accordance with clause 10 hereof.

11. Cancellation/Termination or Alteration of Orders by the Buyer

- 11.1. The Buyer shall not cancel the contract or any part thereof without lawful cause but in its absolute discretion the Seller shall be entitled:
- (a) to accept cancellation on such terms as to indemnification of the Seller against loss of profit as may have been agreed in writing prior to cancellation;
 - (b) to accept return of the Goods or any part thereof and to charge the Buyer 5% of the gross invoice price as a handling charge together with the amount (if any) by which the value of the Goods returned shall have diminished since their despatch by the Seller.
- 11.2. The Buyer shall give three months' notice in writing to the Seller of any intended termination of this contract, whereupon all charges which the Seller is entitled to levy for the Goods and the Services shall become due and payable. Termination will not be deemed to be complete until after all the Seller's Equipment has been removed by the Seller.
- 11.3. If the contract is terminated for any reason, the Seller reserved the right to repossess the Seller's Equipment and for that purpose to enter the premises where the Equipment is believed to be. The Buyer grants the Seller, its agents and employees an irrevocable licence at any time to enter any premises where the Goods or Seller's Equipment are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.
- 11.4. The Buyer shall give the Seller thirty days' notice in writing of its termination to vacate the premises where the Seller's Equipment is situated to enable the Seller to reclaim the Equipment.

12. Risk/Title

- 12.1. The Goods are at the risk of the Buyer from the time of delivery.
- 12.2. Ownership of the Goods shall not pass to the Buyer until the Seller has received in full (in cash or cleared funds) all sums due to it in respect of:
- 12.2.1. the Goods; and
 - 12.2.2. all other sums which are or which become due to the Seller from the Buyer on any account.
- 12.3. Until ownership of the Goods has passed to the Buyer, the Buyer shall:
- 12.3.1. hold the Goods on a fiduciary basis as the Seller's bailee;
 - 12.3.2. store the Goods (at no cost to the Seller) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Seller's property;
 - 12.3.3. not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
 - 12.3.4. maintain the Goods in satisfactory condition and keep them insured on the Seller's behalf for their full price against all risks to the reasonable satisfaction of the Seller. On request the Buyer shall produce the policy of insurance to the Seller.

- 12.4. The Buyer may resell the Goods before ownership has passed to it solely on the following conditions:
- 12.4.1. any sale shall be effected in the ordinary course of the Buyer's business at full market value; and
 - 12.4.2. any such sale shall be a sale of the Seller's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.
- 12.5. The Buyer's right to possession of the Goods shall terminate immediately if:
- 12.5.1. the Buyer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or
 - 12.5.2. the Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Seller and the Buyer, or is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or the Buyer ceases to trade; or
 - 12.5.3. the Buyer encumbers or in any way charges any of the Goods.
- 12.6. The Seller shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Seller.
- 12.7. The Buyer grants the Seller, 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.
- 12.8. Where the Seller 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 Seller to the Buyer in the order in which they were invoiced to the Buyer.
- 12.9. On termination of the Contract, howsoever caused, the Seller's (but not the Buyer's) rights contained in this condition 12 shall remain in effect.

13. The Seller's Obligations

- 13.1. Where applicable the installation commissioning and maintenance of the Goods and the emergency call-out service will be in accordance with the requirements of the National Approval Council for Security Systems (NACOSS), or Security

Systems and Alarm Inspection Board (SSAIB), or other nationally recognised approval body.

- 13.2. During the continuance of a maintenance agreement the Seller will inspect and test the Goods at the Seller's discretion as detailed in the attached specification or maintenance agreement and effect any repairs or replacements and make good any defects, faults or damage to the Goods where made necessary by fair wear and tear.

14. Buyer's Obligations

The Buyer shall:

- 14.1. Be responsible for obtaining and paying for all necessary consents for the installation of the Goods.
- 14.2. Give the Seller access to the premises where the Goods are situated at all reasonable times that the Seller deems necessary for the purpose of permitting the Seller to do anything which the Seller is entitled to do under the Contract, and the Buyer hereby acknowledges that it may be necessary for some work to be carried out by the Seller outside of the formal working hours of the Buyer.
- 14.3. Pay any charges levied against the Goods by any authorities or similar irrespective of the reason for such charges being levied and shall pay any subsequent charges that may be levied.
- 14.4. Pay such charges as may be made by others for the connection of the Goods and the systems to the telephone network and for the maintenance of that equipment by others.
- 14.5. Not allow any person to have access to the Goods other than a representative of the Seller bearing the Seller's warrant of access for any reason whatsoever.
- 14.6. Notify the Seller forthwith (confirming such in writing) of any defect appearing in the Goods and/or the system and shall permit the Seller to take such steps as it shall consider necessary to remedy such defect.
- 14.7. Pay for any Goods and the call-out charges from time to time in force for any visits requested by or on behalf of the Buyer for making good any defects faults or damage to the Goods (including re-setting of Remote Signalling units) arising as a result of the negligent action of the Buyer or any third party or by attempted burglary, vandalism, flood, storm, tempest, civil commotion, strikes or lock-outs or accidents or misuse including structural alterations, moisture, dampness, chemically composed paints or distemper, power failure or electrical power surge.
- 14.8. Notify the Seller not less than fourteen days before the commencement of any alterations to the premises where the Goods are situated which may affect in any way the operation of the Goods or Remote Signalling equipment.
- 14.9. Be responsible for ensuring that the Goods do not cause a nuisance under any statute or under common law.
- 14.10. Advise the Seller and any other interested body of the details of the Buyer's nominated key-holders who will attend the premises protected by the Goods, in accordance with the local Police Force policy applicable at the time.
- 14.11. Be responsible for the cost of the supply of electricity necessary for the installation and the operation of the Goods.

- 14.12. Be responsible for the cost of any associated equipment or services provided by any other party necessary for the functioning of the Goods.
- 14.13. Not sell or dispose of the Seller's Equipment.
- 14.14. Be responsible for the cost of any reinstatement of re-decoration made necessary at any time by the installing, testing, adjusting or altering of the Goods.

15. Sub-Contracting and Rights of Assignment

- 15.1. The Seller shall be entitled to license, sub-contract and/or assign all or any of its rights under the Contract without the Buyer's consent.
- 15.2. The Buyer shall not be entitled to assign or otherwise transfer or encumber the contract without the prior consent in writing of the Seller.

16. Breach

If the Buyer:

- 16.1. Fails to make payment for the Goods and Services in accordance with this contract or commits any other breach of the Contract; or
- 16.2. If any distress or execution shall be levied upon any of the Buyer's Goods or if the Buyer offers to make any arrangement with its creditors or commits an act of bankruptcy or if any petition in bankruptcy is presented against the Buyer or the Buyer is unable to pay its debts as they fall due or if being a limited company any resolution or petition to wind up the Buyer (other than for the purpose of amalgamation or reconstruction without insolvency) shall be passed or presented or if a receiver administrator administrative receiver or manager shall be appointed over the whole or any part of the Buyer's business or assets or if the Buyer shall suffer any analogous proceedings under foreign law all sums outstanding in respect of the Goods and Services supplied under the Contract shall become payable immediately. The Seller may in its absolute discretion and without prejudice to any other rights which it may have:
 - 16.2.1. suspend all future deliveries of Goods to the Buyer and or terminate the contract without liability upon its part; and/or
 - 16.2.2. exercise any of its rights pursuant to clause 12 (Seller's retention of title).

17. Waiver

- 17.1. Failure or delay by the Seller 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.
- 17.2. Any waiver by the Seller 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.

18. Force Majeure

The Seller reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods or Services 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 Seller 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 90 days, the Buyer shall be entitled to give notice in writing to the Seller to terminate the Contract.

19. Governing Law

The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

20. Construction

- 20.1. 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.

21. General

- 21.1. 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.
- 21.2. Any personal data provided by the Buyer will be held securely and in accordance with the Data Protection Act 1998. The Seller will use the personal data for the purpose in relation to which it has been provided.

22. Complaints

- 22.1. Where we cannot resolve any complaints using our own complaints procedure, as a Which? Trusted trader we use Dispute Resolution Ombudsman for dispute resolution. In the unlikely event of a complaint arising and you wish to refer the complaint to them please contact 0117 456 6031 or via their website <http://www.disputeresolutionombudsman.org/which-trusted-traders-partnership/>