

Terms & Conditions For Sale Of Goods

PATLOCK LIMITED - OUR TERMS OF SALE

1. 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.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 Who we are. We are Patlock Limited, a company registered in England & Wales. Our company registration number is 07657308 and our registered office is at Unit 1c, Sapper Jordan Rossi Park, Otley Road, Baildon, Shipley, West Yorkshire, United Kingdom, BD17 7AX. We operate the website at www.patlock.co.uk.
- 2.2 How to contact us. You can contact us by writing to us at enquiries@patlock.co.uk.
- 2.3 How we may contact you. If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

- 3.1 How we will accept your order. Our acceptance of your order will take place when we send you an email confirmation of your order, at which point a contract will come into existence between you and us. We will not accept your order until payment for the order has been confirmed. If your email confirmation does not arrive within 48 hours after you have placed your order, please contact us via email for assistance.
- 3.2 If we cannot accept your order. If we are unable to accept your order, we will inform you of this by contacting the e-mail and/or billing address or phone number provided at the time the order was made and we 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 or because we have identified an error in the price or description of the goods.
- 3.3 Order limit. The maximum order of the goods in any one transaction is three (3) units. Any order of more than three (3) units will be cancelled and refunded.
- 3.4 Your order number. We will assign an order number to your order and send this to you by email when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

4. OUR GOODS

- 4.1 Goods may vary slightly from the website. The images of the goods on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the goods. Your goods may vary slightly from those images. The packaging of the goods may also vary from that shown in images on our website.

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5. YOUR RIGHTS TO MAKE CHANGES

- 5.1 When purchasing our goods. 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 product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. 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).

6. PROVIDING THE GOODS

- 6.1 Delivery costs. The costs of delivery will be as displayed to you on our website. Please be aware that there are additional delivery charges to locations other than mainland UK.
- 6.2 Delivery. Delivery services will be carried out by one of our logistics partners and will be subject to their terms and procedures. Our logistics partners will contact you directly with regards to your delivery.
- 6.3 Where and when we will provide the goods. Unless otherwise agreed in writing, we will deliver the goods to the address provided by you when placing the order and shall be delivered on, or as close as possible to, the date you require.
- 6.4 We will not be liable to you for failures, defects or delays in delivery caused by:
- 6.4.1 An event which is outside of our reasonable 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; or
- 6.4.2 Your provision of incorrect information, such as your delivery address.
- 6.5 When you become responsible for the goods. The goods will be your responsibility from the time we deliver the goods to the address you gave us.
- 6.6 When you own goods. You own the goods once we have received payment in full.

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 whether there is anything wrong with the goods you've bought, 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 replaced or to get some or all of your money back), see clause 9;
- 7.1.2 If you want to end the contract because of something we have done, see clause 7.2; or
- 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.
- 7.2 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 (7.2.4) below the contract will end immediately and we will refund you in full for any goods which have not been provided. The reasons are:

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- 7.2.1 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;
 - 7.2.2 there is a risk that supply of the goods may be significantly delayed because of events outside our control;
 - 7.2.3 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 30 days; or
 - 7.2.4 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). If you are a Consumer, you have a legal right to change your mind within 14 days and receive a refund on the goods.
 - 7.4 How long do I have to change my mind? You have 14 days after the day you (or someone you nominate) receive the goods unless 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.
- 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 Email. Email us at enquiries@patlock.co.uk. Please provide your name, home address, details of the order and, where available, your phone number and email address.
 - 8.1.2 By post. Print off the Model Cancellation Form below and post it to us at the address on the form or simply write to us at that address, 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 at the following address: Patlock Limited, Unit 1c, Sapper Jordan Rossi Park, Otley Road, Balidon, BD17 7AX. 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 When we will pay the costs of return. We will pay the costs of return:
 - 8.3.1 if the goods are faulty or misdescribed; or
 - 8.3.2 if you are ending the contract because of 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. In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.
 - 8.4 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.
 - 8.5 Deductions from refunds if you are exercising your right to change your mind. If you are exercising your right to change your mind, 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 of them. 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.

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- 8.6 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 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 satisfactory to us that you have sent the goods back to us. For information about how to return goods to us, see clause 8.2.
- 9. IF THERE IS A PROBLEM WITH THE GOODS**
- 9.1 We are under a legal duty to supply goods that are in conformity with this contract. If you have any questions or complaints about the goods, please contact us using the contact details set out at clause 2.1 above.
- 9.2 Your obligation to return rejected goods. If you wish to exercise your legal rights to reject faulty goods you must return them to us. All goods must be returned in the same condition that they were received. We will give you instructions about how to return the goods when you contact us in accordance with clause 9.1.
- 10. PRICE AND PAYMENT**
- 10.1 Where to find the price for the goods. The price of the goods (which includes any VAT) will be quoted in British Pounds Sterling and will be indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the goods advised to you is correct. However please see clause 10.3 for what happens if we discover an error in the price of the goods you order.
- 10.2 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.
- 10.3 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.
- 10.4 When you must pay and how you must pay. We accept payment with those credit/debit cards shown on our website, Apple Pay and PayPal. You must pay for the goods before we dispatch them.
- 11. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**
- 11.1 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. 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 would happen. However, we are not responsible for any loss or damage that is not foreseeable, including without limitation, where an intruder manages to force entry to your property while the goods are fitted.
- 11.2 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; or for fraud or fraudulent misrepresentation.

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

- 12.1 How we may use your personal information. We will only use your personal information as set out in our privacy policy shown on our website.

13. **OTHER IMPORTANT TERMS**

- 13.1 We may transfer this Agreement to someone else. We may transfer our rights and obligations under these terms to another organisation.
- 13.2 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 13.3 Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 13.4 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.
- 13.5 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.

PATLOCK LIMITED

AUGUST 2023



Model Cancellation Form

Schedule 1 - Model Cancellation Form

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

To PATLOCK LIMITED, Unit 1c, Sapper Jordan Rossi Park, Otley Road, Baildon, Shipley, West Yorkshire, United Kingdom, BD17 7AX (enquiries@patlock.co.uk).

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods:

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

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