

Press & Pass Ltd Terms & Conditions

1. DEFINITIONS

1.1 When the following words with capital letters are used in these Terms, they will mean the following:

- (a) Goods: the goods that We are selling to you as stated in the Order;
- (b) Order: your order for the Goods and/or Services as stated in the confirmation
- (c) Product: the product We provide for you as a result of the Services, as stated on the Order;
- (d) Services: the Services that We are providing to you as stated in the Order;
- (e) Terms: the terms and conditions set out in this document; and
- (f) We/Our/Us: Press & Pass Ltd, St Mary's House, Crewe Road, Alsager, ST7 2EW (Company no: 09012645)

1.2 When We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise.

2. OUR CONTRACT WITH YOU

These are the terms and conditions on which We supply Goods, or Services, or both Goods and Services, to you.

2.1 Please ensure that you read these Terms carefully and check that the details on the Order and in these Terms are complete and accurate, before you confirm the Order. If you think that there is a mistake or require any changes, please contact Us to discuss. We will confirm any changes in writing to avoid any confusion between you and Us.

2.2 When you send the Order to Us, this does not mean We have accepted your order for Goods and/or Services. Our acceptance of the Order will take place as described below in clause 2.4. If We are unable to supply you with the Goods and/or Services, We will inform you of this and We will not process the Order.

2.3 These Terms will become binding on you and Us when We issue you with a written confirmation of an Order, at which point a contract will be made between you and Us.

2.4 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 the printed pictures accurately reflect the colour of the Goods. Your Goods may vary slightly from those images.

2.5 We cannot guarantee that samples sent to you reflect the exact colour of the full product.

3. CHANGES TO ORDER OR TERMS

3.1 We may revise these Terms from time to time in the following circumstances:

(a) changes in how We accept payment from you;

(b) changes in relevant laws and regulatory requirements;

3.2 If We have to revise these Terms under clause 3.1, We will give you written notice of any changes to these Terms before they take effect.

3.3 You may make a change to the Order for Goods and/or Services within two calendar days of placing an Order by contacting Us, or one day if it is an urgent order. Where this means a change in the total price of the Goods and/or Services, We will notify you of the amended price in writing.

3.4 As this product is bespoke and not "off the shelf", you do not have rights to cancel the order where the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 apply.

3.5 If you do wish to cancel the order within the timeframe, we will provide a full refund minus the payment provider's charge.

4. DELIVERY OF GOODS

4.1 Please note that timescales for delivery and delivery charges will vary depending on the availability of the Goods and your location.

4.2 We will contact you with an estimated delivery date unless a date has already been agreed.

4.3 If you have asked to collect the Goods from Our premises, you can collect the Goods from Us at any time during Our working hours on weekdays unless otherwise agreed.

4.4 Delivery of an Order shall be completed when We deliver the Goods to the address you gave Us or if you collect them from Us. It is your responsibility to accept delivery and provide proper instructions and access to your premises, failure to do so will not exempt you from paying the invoice.

4.5 If no one is available at your address to take delivery, We will leave you a note that the Goods have been returned to Our premises, in which case, please contact us to rearrange delivery which will incur a repeat delivery cost.

4.6 The Goods will be your responsibility from the completion of delivery or from when you collect the Goods from Us.

4.7 You own the Goods once We have received payment in full.

5. INSPECTION

5.1 You shall inspect the Goods at the place and time of loading (if collected by You) or unloading (if delivered by Us) but nothing in these Terms shall authorise you to break packaging and/or unpack Goods or **Supplies** which are intended to be stored before use.

5.2 Any claim for loss or damage in transit, short delivery or failure to conform to the Contract receipt of the shall be made within 2 days of the date of the receipt note, after which, the Goods or Supplies will be deemed to have been delivered in accordance with the delivery documents and You shall not be entitled to reject the Goods or Supplies or to claim a refund.

5.3 Our liability for loss or damage in transit or short delivery apparent on Reasonable Inspection is limited to supplying the Goods or Supplies as ordered and We shall not be liable for any damages whatsoever. You remain liable to pay the full invoice price of other Goods or Supplies delivered in accordance with the contract.

6. FAULTY GOODS

6.1 In the case of **Supply Only** orders you must tell Us about any loss or damage giving rise to a claim within 2 days of the date of delivery and confirm it to Us in writing. If you do not do this, We will not be liable for any loss or damage unless you prove that:

6.1.1 The consignment was signed for as damaged or missing on receipt;

6.1.2 It was not reasonably possible for you to tell Us or make the claim in writing within the time we set; and

6.1.3 The advice or claim was made at the first reasonable opportunity If a claim is made for damage or loss of part of a Consignment, the person making the claim must make sure that we can inspect the goods and their packaging if we so wish. We will not supply any replacement to you for damage or loss unless the goods and their packaging are made available to

Us for inspection for a reasonable period after your claim has been made. We may also request further evidence such as photographs.

6.2 As a consumer, you have legal rights in relation to Goods that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

7. TITLE & RISK

Until the time title passes from Us to You:

7.1 You shall hold the Goods as Our fiduciary agent and bailer;

7.1.1 the Goods shall be stored separately from any other Goods and readily identifiable as Ours and You shall not interfere with any identification marks, labels, batch numbers or serial numbers on the Goods;

7.1.2 You will notify Your customer that We remain the legal owners of the Goods until title passes in accordance with Condition 4.7;

7.1.3 You may sell the Goods as principal if such sale being is made in the ordinary course of Your business and at full market value, in which case the entire proceeds of the sale shall be held in trust for Press & Pass if they cannot be paid to Us immediately, shall not be mixed with any other monies and shall at all times be identifiable as Our money;

7.1.4 If Goods are manipulated to, incorporated into or converted to New Goods, title to the New Goods shall remain with Us until title passes in accordance with Condition 8.1;

7.1.5 You will at Our request and at Your expense assign to Us all rights You may have against Your customer.

7.1.6 Press & Pass may require the Goods to be delivered back to Us, or to retake possession of the Goods, in full or partially, and enter Your premises for that purpose (or authorise others to do so) which You hereby authorise.

7.1.7 You will at Our request and at Your expense assign to Us all rights You may have against Your customer.

7.2 Any property of Yours in Our possession or under Our control and all property supplied to Us by or on behalf of You (including Supplies) is held by Us at Your risk.

7.3 Until the title passes to the Client, the Client shall store the Goods and insure them for their full value.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 All Intellectual Property Rights in or arising out of or in connection with the Goods or Services shall be owned by Us.

8.2 We reserve the copyright in all Our drawings, sketches, plans, prints, pictures and other documents or data. No reproduction thereof shall be made without Our permission and neither the drawings nor reproductions thereof shall be transferred to a third party without Our permission.

8.3 No trade mark or name carried on the Goods may be erased or replaced without Our consent.

9. LIABILITIES

9.1 Nothing in these Terms shall be construed to exclude or restrict liability for death or personal injury, if caused by Press & Pass' negligence or fraudulent misrepresentation or any other liability what cannot be excluded or restricted by law.

9.2 With the exception of clause 9.1, Press & Pass' liability is excluded in contract, tort, misrepresentation, losses and damages, including but not limited to:

9.2.1 loss or damage incurred by You as a result of third-party claims;

9.2.2 loss of actual or anticipated profits;

9.2.3 loss of business opportunity;

9.2.4 loss of anticipated savings;

9.2.5 loss of goodwill; and

9.2.6 any indirect, special or consequential loss or damage howsoever caused.

9.3 Press & Pass' entire liability is limited, under any circumstances, to the repair, replacement, or refund of the net amount invoiced, in the case of the Goods, and to the re-performance, in the case of Services.

9.4 In the sale of Goods, We warrant that:

9.4.1 Press & Pass has legal title to sell the Goods;

9.4.2 Goods will be substantially free from defects in materials and workmanship; and

9.4.3 Goods will comply with their specification.

9.5 In the provision of Services, We warrant that they will be performed with reasonable skill and care.

9.6 Press & Pass' liability under the Contract is excluded:

9.6.1 for defect in the Goods or failure in the provision of the Services apparent upon
Reasonable Inspection under Condition 5.1, unless such fault is communicated to Us in accordance with Condition 5.2;

9.6.2 unless after discovery of the defect We are given a reasonable opportunity to inspect the Goods or to review the Services before they are used fixed or in any way interfered with;

9.6.3 for wear and tear;

9.6.4 if the defect arises from Your or a third party's negligence, mis-use, alteration or repair of the Goods or the Supplies or the Services, failure to follow British Standard or industry or Our instruction relevant to the Goods or the Supplies or the Services, storage of the Goods or the Supplies in unsuitable conditions or use of the Goods or the Supplies or the Services in abnormal working conditions.

9.7 If the Goods are not manufactured by Us or have been processed by a third party whether or not at Our or Your request Our liability in respect of any defect in or arising from the Goods will be limited to such rights against the manufacturer or the third party as We may have in respect of those Goods.

9.8 If the Goods are supplied manufactured or processed or the Services are performed to a drawing, design, measurement, calculation or specification of Yours or as approved by You or any third person nominating or specifying the Goods or otherwise then:

9.8.1 subject to Condition 9.1, We shall not be liable for any defect in such Goods or the performance of Services except in the event of:

a) misrepresentation where the representation was made or confirmed in writing by Us;

b) non-compliance with such drawing, design, measurement, calculation or specification; or

c) breach of a separate written warranty signed by Us that the Goods or the Supplies are fit for a particular purpose.

9.8.2 You will unconditionally fully and effectively indemnify Us against all losses, damages, costs on an indemnity basis and expenses awarded against or incurred by Us in connection with or paid or agreed to be paid by Us in settlement of any claim for infringement of any intellectual property rights of any other person.

9.9 If the Goods are supplied or the Services are performed to a drawing, design, measurement, calculation or specification provided in writing by Us then subject to Condition 10.1 We shall not be liable except in the proportion and to the extent that such damages have resulted primarily from Our breach of Contract or negligence provided that We will not be liable under this Condition 10.10 if:

9.9.1 material information is withheld concealed or misrepresented by You; and/or

9.9.2 the drawing, design, measurement, calculation or specification provided by Us is not in writing signed by one of Our Authorised Officers.

9.10 You will unconditionally fully and effectively indemnify Us against all losses, damages, penalties, costs on an indemnity basis and expenses awarded against or incurred by Us in connection with or paid or agreed to be paid by Us in settlement of any claim by any third party arising from the supply or use of the Goods or the Supplies. This indemnity will be reduced in proportion to the extent that such losses, damages, penalties, costs and expenses are due to Our negligence.

9.11 Except as expressly provided in these Terms all warranties, conditions of other terms implied by statute or common law are excluded to the fullest extent permitted by law.

9.12 Where You resell the Goods or the Supplies to a third party and the third party brings any claim against Us, You will provide all reasonable assistance to Us at Your cost to enable Us to defend the claim and You will not make any admission, negotiate or settle any claim without Our prior written consent thereto.

10. PAYMENT

10.1 All Supply only Goods must be paid in full prior to delivery unless previously agreed with an authorised representative of Ours. All Goods being installed by Us require the customer to pay a minimum of a 30% deposit per door on order with final payment due on installation and with Services prior to performance, unless credit terms have been agreed in writing, in which case invoices are issued upon delivery, installation and/or performance, and payment is due within 30 days from the day of the invoice. Payment must be made on time, in full, and without any deduction, set off or counterclaim.

10.2 Provision of the Product may be suspended until any overdue amount, whether under this or any other contract, is paid in full.

10.3 Credit conditions may be reviewed at all times at Our sole discretion. If the Client credit ratings become unsatisfactory, we reserve the right to refuse any order or Contract, or to request full or partial payment prior to delivery and/or performance, or to request Client to provide security, without any prior notice needed.

10.4 Any credit allegedly claimed by the Client may not be used to offset payment due to Us under any circumstances.

10.5 Failure to pay Us when payments become due may result in:

10.5.1 Legal action to be brought against the Client, in which case you agree to indemnify us if full for all costs (including legal costs) charges and fees that we incur to recover payment of our debt.

10.5.2 Interest to be charged at the relevant reference rate provided for under the Late Payment of Commercial Debts (Interest) Act 1998, which interest is payable both after and before any judgment of the court and continues to accrue until payment in full is received by Us

10.5.3 Immediate return of all Goods sold to the Client to which we still have title, at the Client's own expense.

11. GUARANTEE/WARRANTY

11.1 All Press & Pass Ltd products are guaranteed against defect of material or workmanship by Press & Pass Ltd, subject to correct installation, maintenance and operation, for a period of 2 years or 5 years depending on what warranty you have chosen to take out from the date of purchase.

11.2 The warranty excludes the following:

11.2.1 any consumables such as batteries, bulbs, fuses etc.

- 11.2.2 Any sensitivity adjustments or motor limit adjustments.
- 11.2.3 Any brickwork, masonry, rendered or other surfaces cracking or collapsing during installation;
- 11.2.4 Any damage caused by your failure to follow the regular maintenance instructions that are set out within the user Guide that you were given at the time of installation/delivery
- 11.2.5 Any weakening or collapse of the structure to which the goods are affixed during or at any time after installation;
- 11.2.6 The supplier or any nominated carrier loading or unloading of the goods in accordance with the customer's or any third party's instructions;
- 11.2.7 Any operation or use of the goods after any other defect or damage has become apparent;
- 11.2.8 Any goods being installed within a two-mile radius of the sea or other body of water of equivalent or greater salt concentration or in an area subject to industrial fall out;
- 11.2.9 Any fault or surge in the customer's electricity supply;
- 11.2.10 Where the door is affixed to a wooden frame, any damage caused by your failure to periodically to coat the wood with a protective sealant
- 11.2.11 Damage due to accident, storm, flood or other adverse weather conditions or unusual physical or electrical stress;
- 11.2.12 Any damage caused to the products caused by electrical works that have not been carried out by us;
- 11.2.13 Any damage caused by any transportation/relocation of the product unless carried out by us;
- 11.2.14 Any modifications, adjustments or repairs to the product that have not been carried out by Us unless agreed by Us in writing.

- 11.2.15 Fair wear and tear, wilful damage, negligence, lack of reasonable care or abnormal storage or operating conditions.
- 11.2.16 Any marks, distortion, stains, blemishes, indentations or scuffs which are not observable from a distance of at least three metres away in natural light (not direct sunlight).
- 11.2.17 Any errors in the specification, including incorrect measurements and characteristics of the goods, which the customer has agreed to.
- 11.2.18 Any amendments made by Press & Pass Ltd to the specification if required by any applicable statutory or regulatory requirements.

General Information

Fascia's, bottom and vision slats along with guide rails may be a slightly different shade to the curtain.

Woodgrains and painted Woodgrains are supplied with brown vision slats when required. Irish Oak, Golden Oak and Rosewood Woodgrain doors are supplied with matching bottom slats and brown or white guides and end plates as standard.

We recommend the use of photocells in addition to the standard bottom slat sensor in garages where a vehicle will be parked close to the door. Moreover, where a door opens directly onto a pavement or in a public area, a combination of bottom slat sensor and photocells is a suggestible requirement. Photocells are not supplied as standard with Rollixo but can be specially ordered.

For Trade Credit conditions may be reviewed at all times at Our sole discretion. If the Client credit ratings become unsatisfactory, we reserve the right to refuse any order or Contract, or to request full or partial payment prior to delivery and/or performance, or to request Client to provide security, without any prior notice needed.

Privacy Policy

At Press & Pass Ltd we are committed to protecting your privacy online. We appreciate that you do not want the personal information you provide to us distributed indiscriminately and our Privacy policy explains when, how and why we collect your personal information. It also details how we use it, how we keep it secure and what controls you have.

This website is owned by Press & Pass Ltd and the Data Controller contact details are below.

Personal data we may collect about you -

We can only provide the goods and services ordered or requested by you if you provide us with your personal data. For the purpose of providing these goods and services, we collect personal data about you. The types of personal information we may collect from you and which you may provide to us includes:

- *contact information (such as name, postal address, delivery address, email address and mobile or other phone number)
- *purchase history
- *IP address
- *correspondence between us.

We will use the information you provide for the purposes described in this Privacy Policy to which you agree to at the time your data was obtained.

Your personal data will be used to provide the information, goods and services offered through our website to you, for billing and order fulfilment. We do not use your information for direct marketing.

- *administer your orders with us
- *verify and carry out financial transactions in relation to payments you make online
- *audit the downloading of data from our website
- *enhance and improve the layout and/or content of the pages of our website and customise them for users
- *identify visitors to our website
- *respond to your enquiries
- *comply with applicable legal requirements

We may also monitor who accesses our website, for example we may automatically collect access information about you, such as: the type of internet browser you use; the website from which you have come to our website and your IP address (the unique address which identifies your computer on the internet) which is automatically recognised by our web server. Such information enables us to:

- *address and build a profile of our users
- *improve the layout and/or content of the pages of our website and customise them for users

When someone visits our website, we use a third-party service, Google Analytics, to collect standard internet log information and details of visitor behaviour patterns. We do this to find out things such as the number of visitors to the various parts of the site. This information is only processed in a way, which does not identify anyone. We do not make and do not allow Google to make any attempt to find out the identities of those visiting our website.

A cookie is a small text file that is stored on your device. They help to provide a good experience when you browse websites. Our website uses cookies to distinguish you from other users of our website. Cookies also provide us with information about how this website is used so we can keep it as up-to-date, relevant and error-free as possible.

Disclosure of your personal data

We do not disclose your personal data to third parties other than:

- *To other companies within our group
- *To protect our customers and us from fraud
- *In any case where we are required to do so by law or if we believe that such action is necessary to prevent fraud or cybercrime or to protect the website or the rights, property or personal safety of any person

You have the right to view, amend or delete the personal information which we may hold or process about you. We will respond to your request promptly and at the latest within one month of receipt. We will supply a copy of the information you request free of charge. However, we may charge a 'reasonable fee' when a request is manifestly unfounded or excessive, particularly if it is repetitive.

Email your request to our Data Protection Officer at info@rollerdoors.net.

We may update this Privacy Policy from time to time so you may want to check it each time you give us personal information or use our website.

We welcome your questions, feedback and requests about this Privacy Policy. If you require more information or want to make a comment you can contact us by email at info@rollerdoors.net.

Write to us at -
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Birch House Lane
Cotes Heath
Staffordshire
ST15 0QQ