

Tayside Garage Doors Limited

# Terms & Conditions

These are the Conditions of Supply of Goods and Services by the Company (as defined at Condition 1.1).

## 1. Interpretation

1.1. In these Conditions the following terms shall have the following meanings unless the context otherwise requires: “Business Customer” means a Customer other than an individual consumer; “Cancellation Period” means the period of fourteen (14) days as set out in Condition 12.1.1 (for Goods) and Condition 12.1.2 (for Services); “Cancellation Right” means the Customer’s right to cancel as set out in Condition 12.1; “Company” means Tayside Garage Doors Limited, a company registered under the Companies Acts (registered number SC270030) and having its registered office at Unit P, Scott Way, West Pitkerro Industrial Estate, Dundee, DD5 3RX; “Conditions” means the terms and conditions set out in this document; “Contract” means any contract between the Company and the Customer for the supply of Goods and/or Services to the Customer, incorporating any Order and these Conditions; “Customer” means the person, firm, company or unincorporated association (including, for the avoidance of doubt, a Business Customer”) who purchases the Goods and/or Services from the Company; “Delivery Date” means the date when the Goods are to be delivered to the Delivery Point, as accepted by the Company. This may differ from the date of supply of the Services (if applicable); “Delivery Point” means the place where delivery of the Goods is to take place in accordance with the details provided by the Customer and confirmed on the Order Confirmation; “Goods” means any goods agreed to be supplied to the Customer by the Company (including any part or parts of them); “Order” means any order placed by the Customer for the supply of Goods and/or Services from the Company as set out in an Order Confirmation; “Order Confirmation” means an order confirmation sent by the Company to the Customer detailing the Goods and/or Services ordered by the Customer from the Company; “Price” means the price set out in Condition 9.1; and “Services” means the services agreed to be carried out by the Company in connection with the supply of the Goods or otherwise (including, but not limited to, the installation, repair and servicing of garage doors, electric garage doors, electric operators for garage doors and gates).

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. Headings do not affect the interpretation of these Conditions.

## 2. Application of Terms

2.1. These Conditions shall apply to all Contracts between the Company and the Customer to the exclusion of all other terms and conditions, including any terms or conditions which the Customer may purport to apply under any Order, Order Confirmation or similar.

2.2. Any Order shall be deemed to be an offer by the Customer to purchase Goods and/or the supply of Services pursuant to these Conditions.

2.3. The Customer shall ensure that the terms of any Order and any applicable specification are complete and accurate.

2.4. A Contract shall be formed only on acceptance by the Company of a Customer's Order. An Order shall be deemed to be accepted by the Company when the Company issues an Order Confirmation to the Customer or when the Company delivers the Goods and/or carries out the Services (if earlier). The parties acknowledge that a Contract shall be formed at this time.

2.5. The Company will give the Customer a copy of the Contract with all information contained in it within a reasonable time after the Contract is formed but in any event not later than the delivery of any Goods or the performance of any Services under any Order.

2.6. 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 for and on behalf of the Company by a director. The Customer 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 writing. Nothing in this Condition shall exclude or limit the Company's liability for fraudulent misrepresentation.

2.7. Any quotation is given on the basis that no contract shall come into existence until an Order from the Customer is accepted by the Company. Any quotation is valid for a period of 30 days only from its date, provided that the Company has not previously withdrawn it.

### 3. Description of Goods

3.1. The quantity and description of the Goods shall be as set out in the Company's quotation or Order Confirmation.

3.2. All samples, drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's advertising material 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. This is not a sale by sample.

### 4. Supply of Services

4.1. The nature and extent of the Services shall be as set out in the Company's quotation or Order Confirmation.

4.2. All examples of the Company's completed services which are shown or demonstrated to the Customer are for the sole purpose of giving an approximate idea of the quality of the Services shown or demonstrated. The demonstrations or examples shall not form part of the Contract. The result of

the Company's provision of Services will be dependent on the condition of the premises and/or materials to which the Goods are fitted, for which the Company is not responsible.

## 5. Delivery and Performance

5.1. Unless otherwise agreed by the Company, delivery of the Goods shall take place by the Company delivering the Goods to the Delivery Point. Where the Customer is a Business Customer and the Company agrees to deliver the Goods other than at the Business Customer's place of business, the Company shall have no obligation under clause 32(2) of the Sale of Goods Act 1979. The Customer may also collect the Goods from the Company's place of business, or the Goods delivered by post. If a Customer agrees that the Goods shall be delivered by post then it is the Customer's responsibility to ensure that someone is present at the delivery address for collection of the Goods.

5.2. Any date(s) specified by the Company for delivery of the Goods and/or performance of the Services are intended to be an estimate and time shall not be made of the essence by notice. If no dates are so specified, delivery and/or performance shall be within a reasonable time.

5.3. The Customer acknowledges that delivery of the Goods and/or Services may be affected by events beyond the reasonable control of the Company (including but not limited to weather conditions making it unsafe to perform the Services or Goods not being delivered within timescales indicated by third party suppliers of such Goods). In such circumstances the Company shall notify the Customer as soon as reasonably practicable and shall not be liable for any losses or claims arising out of such events.

5.4. Subject to the other provisions of these Conditions, the Company shall not be liable for any unforeseeable direct or indirect loss (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 and/or provision of the Services, nor shall any delay entitle the Customer to terminate or rescind the Contract.

5.5. If for any reason the Customer fails to accept delivery of any Goods when they are ready for delivery, or the Company is unable to deliver the Goods on time because the Customer has not provided appropriate instructions, documents or authorisations, the Company may:

5.5.1. store the Goods until delivery, whereupon the Customer shall be liable for all reasonable costs and expenses (including, without limitation, storage and insurance); or

5.5.2. sell the Goods at the best price readily obtainable and charge the Customer for the shortfall between that price and the Price under the Contract.

## 6. Non-Delivery

6.1. The quantity of any consignment of Goods as recorded by the Company on despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Customer on delivery unless the Customer can provide conclusive evidence proving the contrary.

6.2. The Company shall not be liable for any non-delivery of Goods unless the Customer gives written notice to the Company of the non-delivery within 14 days of the date when the Goods would in the ordinary course of events have been received.

6.3. Any liability of the Company for non-delivery of the Goods shall, for Business Customers, be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Price against any invoice raised for such Goods.

7. Non-Performance If the Services which the Company has contracted with the Customer to provide cannot be performed for any reason then the Customer shall be obliged to pay the costs incurred by the Company in relation to the Services ordered by the Customer, where a failure by the Customer to properly inform the Company resulted in the Company being unable to perform the Services.

## 8. Risk/Title

8.1. The risk of damage to or destruction of the Goods shall pass to the Customer from the time of delivery as determined by Condition 5.

8.2. Notwithstanding delivery and the passing of risk in the Goods, ownership of the Goods shall not pass to the Customer until the Company has received in full, all sums due to it in respect of:

8.2.1. the Goods and/or the Services under the Contract; and

8.2.2. all other sums which are or which become due to the Company from the Customer on any account.

8.3. Until ownership of the Goods has passed to the Customer, the Customer shall:

8.3.1. hold the Goods as the Company's fiduciary agent;

8.3.2. store the Goods (at no cost to the Company) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as the Company's property;

8.3.3. not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and

8.3.4. where the Customer is a Business Customer, 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.

8.4. The Customer's right to possession of the Goods and this Contract shall terminate immediately:

8.4.1. upon the occurrence of any of the events listed at Condition 17; or

8.4.2. if the Customer fails to observe or perform any of its obligations under the Contract or any other contract between the Company and the Customer; or

8.4.3. if the Customer issues a notice of cancellation pursuant to Condition 12; or

8.4.4. if the Customer encumbers or in any way charges any of the Goods.

8.5. 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.

8.6. If, at any time before title to the Goods has passed to the Customer, the Customer informs the Company, or the Company reasonably believes, that the Customer has or is likely to become subject to any of the events specified in clauses 8.4.1 to 8.4.4 (inclusive), the Company may, where that Customer is a Business Customer:

8.6.1 require the Business Customer to re-deliver the Goods to the Company; and

8.6.2 if the Business Customer fails to do so promptly, enter any premises where the Goods are stored and repossess them.

8.7. Where the Company is unable to determine whether any Goods are the goods in respect of which the Customer's right to possession has terminated, the Customer shall be deemed to have sold all goods of the kind sold by the Company to the Customer in the order in which they were invoiced to the Customer.

8.8. On termination of the Contract, howsoever caused, the Company's (but not the Customer's) rights contained in this Condition 8 shall remain in effect.

## 9. Price

9.1. Unless otherwise agreed by the Company in writing, the Price for the Goods and/or Service shall be the Company's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price set out in the Company's price list published on the date of delivery or deemed delivery.

9.2. Notwithstanding the terms of Condition 9.1, the Company reserves the right, by giving written notice to the Customer at any time before delivery, to increase the Price of the Goods and/or Services to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase on the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods and/or Services which is requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate information or instructions.

9.3. The Price is stated inclusive of any value added tax and all costs or charges in relation to packaging, loading, unloading, carriage and insurance, all of which amounts the Customer shall pay in addition when it is due to pay for the Goods and/or Services.

## 10. Payment

The following is subject to Conditions 10.11 and 17.2:

### A. Consumers (Non – Trade Customers)

10.1. Payment of the price for supply of Goods only is due in pounds sterling immediately on delivery.

10.2. Payment of the price for supply of Goods and Services is due in pounds sterling within 14 days of the date of the invoice issued by the Company to the Customer, notwithstanding that ownership of the Goods has not passed to the Customer under Condition 8.

## B. New Trade Customers (Independents)

10.3. Payment of the price for supply of Goods only is due in pounds sterling immediately on delivery.

10.4. Payment of the price for supply of Goods and Services is due in pounds sterling within 30 days of the date of the invoice issued by the Company to the Customer, notwithstanding that ownership of the Goods has not passed to the Customer under Condition 8.

10.5. If the Customer fails to pay the Company any sum due pursuant to the Contract, the Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

## C. Existing Trade Customers

10.6. Payment of the price for supply of Goods only, and for the supply of Goods and Services is payable in pounds sterling within 30 days of the date of the invoice issued by the Company to the Customer, notwithstanding that ownership of the Goods has not passed to the Customer under Condition 8.

10.7. If the Customer fails to pay the Company any sum due pursuant to the Contract, the Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998 (as amended).

## D. All Customers

10.8. Time for payment shall be of the essence.

10.9. The Company shall not order your garage door until 50% deposit is received, the remainder of the price shall be paid in full on the date specified in accordance with Conditions 10.1, 10.2, 10.3, 10.4 or 10.6, as appropriate.

10.10. No payment shall be deemed to have been received until the Company has received full payment in cleared funds.

10.11. The Customer shall be liable to the Company for all expenses reasonably incurred by the Company in recovering payment from the Customer, including the fees of our advisers. Our debt collection agents currently add up to 25% commission to outstanding debts.

10.12. All payments payable to the Company under the Contract shall become due immediately on its termination, notwithstanding any other provision.

## 11. Quality

11.1. The Company warrants that (subject to the other provisions of these Conditions) on delivery the Goods shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979.

11.2. The Company shall not be liable for a breach of the warranty in Condition 11.1 or in respect of any door fitting, unless the Customer gives written notice of any defect to the Company in accordance with Clause 12 below.

11.3. The Company shall not be liable for a breach of the warranty in Condition 11.1 if:

11.3.1. the Customer makes further unnecessary use of such Goods after giving such notice in a way which is commensurate with the Customer accepting ownership of the Goods; or

11.3.2. any defect arises because the Customer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or good trade practice; or

11.3.3. any defect arises from fair wear and tear or owing to the Customer's negligence, misuse or abnormal working conditions; or

11.3.4. the Customer alters or repairs the Goods without the prior written consent of the Company and such alteration and/or repair causes or contributes to the defect; or

11.4. Subject to Condition 11.2 and Condition 11.3, if any of the Goods do not conform with the warranty in Condition 11.1, the Company shall at its option (but without prejudice to the rights or remedies of the Customer under the Consumer Rights Act 2015) 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 Company so requests, the Customer shall return the Goods or the part of such Goods which is defective to the Company.

11.5. If the Company complies with Condition 11.4, it shall have no further liability for a breach of the warranty in Condition 11.1 in respect of the defect identified in such Goods unless that defect has not been rectified.

## 12. Cancellation Rights

12.1. Subject to Condition 12.2, a Customer has the right to cancel Orders for certain Goods and/or Services without giving any reason as follows:

12.1.1. in the case of Orders for the supply of Goods, within fourteen (14) days of receipt of the Goods by the Customer; and

12.1.2. in the case of Orders for the provision of Services, within fourteen (14) days of the Order Confirmation being received by the Customer.

12.2. Condition 12.1 shall not apply in the following circumstances:

12.2.1. where an Order is placed and the Contract concluded at the Company's office at Unit P, Scott Way, West Pitkerro Industrial Estate, Dundee, DD5 3RX;

12.2.2. where the Customer is a business or an individual acting for purposes of that individual's trade, business, craft or profession;

12.2.3. where Goods have been made to Customer specifications or clearly personalised; and/or

12.2.4. for any Orders for urgent repair or maintenance Services.



12.3. To exercise the right set out in Condition 12.1, the Customer must notify the Company of their intention to cancel an Order. Notification should be given to the Company in one of the following formats:

12.3.1. by post to Unit P, Scott Way, West Pitkerro Industrial Estate, Dundee, DD5 3RX; or

12.3.2. by email to [info@taysidegaragedoors.co.uk](mailto:info@taysidegaragedoors.co.uk); or

12.3.3. by telephone to 01382 731 806. confirming that a cancellation notice does not require to be in writing but should be a clear statement of the Customer's decision to cancel. A style cancellation notice is attached to any Order Confirmation and may be used by the Customer.

12.4. The Company will not begin the supply of any Services until the end of the relevant Cancellation Period unless the Customer has made an express request for the Services to begin within the Cancellation Period. Where a Customer has expressly requested Services begin within the Cancellation Period and subsequently cancels the Order for Services in accordance with this Condition 12, the Customer shall pay an amount for the supply of the Service from the date the supply started to the date of cancellation. The amount payable will be proportioned based on the Price and the cost for the Services actually provided.

### 13. Effects of Cancellation

13.1. Where a Customer sends a notice of cancellation in accordance with Condition 12, this will end the obligations of both parties to perform under any Order or the Contract.

13.2. Where the Customer has received Goods under an Order which has been cancelled in accordance with Condition 12, either:

13.2.1. the Company will collect the Goods where such Goods were delivered to the Customer's address and could not (by their nature) normally be returned by post; or

13.2.2. in all other cases, the Customer will return the Goods to the Company by post or hand delivery to Unit F, Scott Way, West Pitkerro Industrial Estate, Dundee, DD5 3RX, providing that the Customer shall return the Goods no later than fourteen (14) days after the notice of cancellation.

13.3. Subject to Condition 13.4, where the Company received a notice of cancellation from the Customer, the Company will reimburse to the Customer all payments received from the Customer, including any costs of delivery (except for any supplementary delivery costs arising where the Customer chose delivery other than the standard delivery offered by the Company) no later than fourteen (14) days after the day on which the Company receives the notice of cancellation.

13.4. Where the Goods are to be returned to the Company in accordance with Condition 13.2.2, the Company shall reimburse the Customer no later than fourteen (14) days after (i) receipt of the Goods by the Company or (ii) the day on which the Customer supplies evidence of having sent the Goods back to the Company, whichever is the earlier.

13.5. Any reimbursement to the Customer by the Company shall be by the same means of payment as the original payment was made by the Customer unless the Customer agrees otherwise.

## 14. Complaints

14.1. Complaints about the appearance or finish of the Goods provided shall be made to the Company as soon as reasonably practical after delivery. For the avoidance of doubt, a scratch or blemish must be obvious from a distance of 3 metres on a good weather day.

14.2. Complaints about the Services provided shall also be made to the Company as soon as reasonably practical after provision of the Services.

14.3. Acceptance of complaints regarding the appearance or finish of the Goods shall be at the absolute discretion of the Company.

## 15. Limitation of Liability

15.1. Subject to Conditions 5, 6 and 11, 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 Customer in respect of:

15.1.1. any breach of these Conditions;

15.1.2. any use made or resale by the Customer of any of the Goods, or of any product incorporating any of the Goods; and

15.1.3. any representation, statement or delictual act or omission including negligence arising under or in connection with the Contract.

15.2. Except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), 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. Where the Goods are sold under a consumer contract, the statutory rights of the Customer are not affected by these terms.

15.3. Nothing in these Conditions excludes or limits the liability of the Company:

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

15.3.2. for defective products under the Consumer Protection Act 1987; or

15.3.3. for fraud or fraudulent misrepresentation; or

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

15.4. Subject to Conditions 15.2 and 15.3:

15.4.1. the Company's total liability in contract, delict (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall, where the Contract is between the Company and a Business Customer, be limited to the Contract Price; and

15.4.2. the Company shall not be liable to the Customer for loss of profit, loss of business or depletion of goodwill, in each case whether direct or indirect, which arise out of or in connection with the Contract.

15.4.3. the Company shall not be liable for any damage which results to the Customer's property from removal of an existing garage door or electric gate, unless caused by the Company's negligence. The Company takes every reasonable precaution to prevent damage; however the Company shall not be held liable for damage to cement, roughcasting or similar.

15.4.4. The Company shall not be liable for any damage or loss suffered as a result of water or leaves entering the garage as a result of the floor where the Goods are to be fitted not being level. Some properties will require a one-half inch gap around the garage door edges in order to operate correctly. The Company will not be liable for any water or leaves entering the garage as a result of this.

## 16. Warranties

16.1. The Seller warrants that the Goods supplied will at the time of delivery correspond to the description given by the Company. The Company does not warrant that when the Goods are fitted they will provide a weather or water tight seal. If the floor levels where the Goods are to be fitted are not level, or spaces are required around the garage door to ensure the proper operation of the door, then gaps may result. The Company cannot guarantee that the Goods will fit the existing area and the Company may have to alter the existing openings, brickwork or timber of the garage to enable the Goods to be fitted (and reserves the right to charge for doing so in addition to the Price).

16.2. All warranty only covers the contracted object/goods.

16.3. A claim under this warranty exists only for damage to the object/goods of the contract itself.

16.4. All replacement parts become ours or the goods/contract object manufacturer's property.

16.5. Our warranty does not cover repairs conducted by unqualified persons and any nonoriginal parts replaced without our or the goods/contract object manufacturers approval.

## 17. Insolvency of Customer

17.1. This Condition 17 applies if:

17.1.1. the Customer makes a composition or voluntary arrangement with its creditors or (being an individual or firm) becomes sequestrated or bankrupt or (being a company) enters administration or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction), or a moratorium comes into force in respect of the Customer (within the meaning of the Insolvency Act 1986); or

17.1.2. an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer (including the Goods); or

17.1.3. any other proceedings are commenced relating to the insolvency or possible insolvency of the Customer;

17.1.4. the Customer ceases, or threatens to cease, to trade or carry on business; or

17.1.5. the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

17.2. If this Condition applies then, without limiting any other right or remedy available to the Company, the Company may cancel the Contract or suspend any further deliveries under the Contract without any liability to the Customer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

## 18. Assignment

18.1. The Company may assign the Contract or any part of it to any person, firm or company.

18.2. The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.

19. Force Majeure The Company reserves the right to defer the date of delivery or to cancel the Contract or to reduce the volume of the Goods ordered by the Customer (without liability to the Customer) 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, lockouts, strikes or other labour disputes (whether or not relating to either party's workforce), power failure or breakdown in machinery 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 Customer shall be entitled to give notice in writing to the Company to terminate the Contract.

## 20. General

20.1. 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.

20.2. 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.

20.3. 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.

20.4. Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Customer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

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

## 21. Communications

21.1. Subject to Clause 12.3, 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:

21.1.1. (in case of communications to the Company) to its registered office or such changed address as shall be notified to the Customer by the Company; or

21.1.2. (in the case of the communications to the Customer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Customer set out in any document which forms part of the Contract or such other address as shall be notified to the Company by the Customer.

21.2. Communications shall be deemed to have been received:

21.2.1. 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

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

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

21.2.4. Communications addressed to the Company shall be marked for the attention of the managing director.

## 22. Data Protection

The Company shall comply with all obligations under data protection legislation and will only use the Customer's identity and other information to comply with duties under the law, to provide the Goods and/or Services and handle the Customer's payment for them. Where the Customer has given prior consent, the Company will use the Customer's data to keep them informed about the Company's products and services.