

## Terms & Conditions Of Sale

This page (together with any documents referred to on it) tells you the terms and conditions (**Conditions**) on which we supply any of the goods (Goods) listed on our website [www.workplaceoutdoorproducts.co.uk](http://www.workplaceoutdoorproducts.co.uk) (our site) to you. These Conditions shall govern any contract for the sale or hire of Goods listed on our site which is made at a distance between us and any customer (**you**) by any method, including but not limited to telephone, email and fax and also via our site. You must tick the checkbox if you wish to be able to order Goods from our site.

It is important to read and understand these Conditions before placing your order.

### 1. Information about us

[www.workplaceoutdoorproducts.co.uk](http://www.workplaceoutdoorproducts.co.uk) is a site owned and operated by Workplace outdoor solutions Ltd (we). We are registered in England and Wales under company number 15814287 with our registered office at Three Counties House, 18a Victoria Street, Dunstable LU6 3BA, United Kingdom and main trading address at PO Box 629, WELWYN, AL7 9RQ United Kingdom. Our VAT number is 470877164.

### 2. Service availability

It is prohibited to access our site from territories where its contents are illegal or unlawful. If you access this site from a location outside the United Kingdom, you do so at your own risk and you are responsible for compliance with local laws.

### 3. Your status

By placing an order through our site, you warrant that:

- (a) you are legally capable of entering into binding contracts; and
- (b) you are at least 18 years old.

### 4. How the contract is formed between you and us

4.1 After placing an order, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy Goods. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that the Goods have been dispatched (the Dispatch Confirmation). The contract between us (Contract) will only be formed when we send you the Dispatch Confirmation.

4.2 The Contract will relate only to those Goods whose dispatch we have confirmed in the Dispatch Confirmation. We will not be obliged to supply any other Goods which may have been part of your order until the dispatch of such Goods has been confirmed in a separate Dispatch Confirmation.

4.3 Each order for Goods by you to us will be deemed to be an offer by you to purchase Goods subject to these Conditions.

4.4 You must ensure that the terms of your order and any applicable specification are complete and accurate.

4.5 These Conditions will be incorporated in the Contract to the exclusion of all other terms and conditions.

### 5. Consumer rights

5.1 For the purposes of these Conditions, you shall be contracting as a consumer if you are not acting for the purposes of your business, trade or profession in purchasing Goods from us. All other customers shall be contracting as business customers. If you are contracting as a consumer, you may cancel a Contract (without giving any reason for cancellation) at any time within the period:

(a) beginning upon the submission of your order; and

(b) ending at the end of 14 days after the day on which the Goods come into your physical possession or the physical possession of a person identified by you to take possession of them (or, if the Contract is for delivery of multiple Goods, lots or pieces of something, 14 days after the day on which the last of those Goods, lots or pieces comes into your physical possession or the physical possession of a person identified by you to take possession of them).

5.2 In order to cancel a Contract on the basis described in clause 5.1, you must inform us of your decision to cancel. You may inform us by means of any clear statement setting out the decision. To meet the cancellation deadline, it is sufficient for you to send your communication concerning the exercise of the right to cancel before the cancellation period has expired.

5.3 You must send the Goods back to us or hand them over to us or a person authorised by us to receive them. You must comply with your obligations referred to in this clause 5.3 without undue delay and in any event not later than 14 days after the day on which you inform us of your decision to cancel the Contract. You must pay the direct cost of returning the Goods.

5.4 If you cancel a Contract on the basis described in clause 5.1, you will receive a full refund of the amount you paid to us in respect of the order, including the cost of delivery to you.

5.5 If the value of the Goods returned by you is diminished by any amount as a result of the handling of those Goods by you beyond what is necessary to establish the nature, characteristics and functioning of the Goods, we may recover that amount from you up to the Contract price. We may recover that amount by deducting it from any refund due to you or require you to pay that amount direct to us. Handling which goes beyond the sort of handling that might reasonably be allowed in a store will be "beyond what is necessary to establish the nature, characteristics and functioning of the Goods" for these purposes.

5.6 Unless we have offered to collect the Goods, we will process a refund due to you as a result of a cancellation on the basis described in clause 5.1 within the period of 14 days after the day on which we receive the returned Goods. If we have not sent the Goods to you at the time of cancellation or have offered to collect the Goods, we will process a refund due to you without undue delay and, in any case, within the period of 14 days after the day on which we are informed of the cancellation.

5.7 You will not have the right to cancel a Contract on the basis described in clause 5.1 in respect of any non-stock Goods, nor for any Goods which are bespoke, made-to-order, personalised, customised, made to your specification or specially ordered (**Restricted Goods**).

5.8 If you require clarification regarding the nature of the Goods which you wish to purchase, you should contact Customer Services on 01707240388 for details before placing your order.

## **6. Availability and delivery**

6.1 All Goods are offered by us subject to availability and we reserve the right to cancel any order placed by you if we have insufficient stock to deliver the Goods you have ordered.

6.2 Due to our policy of continuous product development, we reserve the right to change product specifications without prior notice and without liability to you.

6.3 If you are contracting with us as a consumer and you wish to cancel an order for standard stock Goods prior to dispatch, you must cancel your order in accordance with the provisions of clause 5.1. All other orders may only be cancelled prior to dispatch by arrangement with us and any costs incurred in connection with your order will be levied.

6.4 Your order will be fulfilled by the delivery date set out in the Dispatch Confirmation or, if no delivery date is specified, then within 30 days if you are contracting as a consumer, or within a reasonable time of the date of the Dispatch Confirmation if you are contracting as a business customer.

6.5 We offer a next day delivery service at an additional charge provided that your order is received by us by 1:00 pm on the previous business day (i.e. between Monday and Friday inclusive, but excluding bank or public holidays). We will take all reasonable steps to deliver the Goods within the agreed period but shall not incur any liability whatsoever due to any consequences of delayed delivery or damage in transit. We do not guarantee to get delivery on site to meet installers and will accept no liability arising from delayed delivery or from damaged or defective Goods consequently delaying installation.

6.6 Any orders for Restricted Goods will be treated as separate orders and will be subject to an additional carriage charge.

6.7 We will deliver the Goods ordered by you to the address you give us for delivery when you place your order. It is your responsibility to ensure that the delivery address is accurate and complete; you must also ensure that there will be somebody to sign for and take delivery of the Goods upon delivery.

6.8 Any attempted delivery which is refused at the delivery address will be returned to our warehouse. In this case a re-delivery charge will be applied. The amount of the re-delivery charge depends on the carrier used to effect re-delivery.

6.9 All Goods must be inspected immediately while the delivery driver is still present. If found to be damaged the Goods must be refused, otherwise claims cannot be entertained. Please write "Refused due to damage" on the consignment note and hand the Goods back to the driver.

6.10 Without prejudice to the provisions of clause 6.9, if we, acting reasonably, are satisfied that the deficiency in the Goods would not have been reasonably apparent to you upon delivery of the Goods to you, or that the deficiency in the Goods only manifested itself following delivery of the Goods to you, then the provisions of Condition 9.1 (b) (ii) will apply.

6.11 In the event that you are in breach of the Contract, we reserve the right to refuse to supply you with any additional Goods, or to suspend the delivery of any Goods, without limiting any other remedy available to us. We may exercise this right until such time as the breach has been remedied, where such breach is remediable.

## **7. Risk and title**

7.1 The Goods will be at your risk from the time of delivery.

7.2 Ownership of the Goods will only pass to you when we receive full payment of all sums due in respect of the Goods, including carriage charges.

7.3 If you are contracting as a business customer, ownership of the Goods will only pass to you upon:

(a) our receipt of the sums detailed in clause 7.2 above, together with

(b) all other sums which are or which become due to us from you on any account.

7.4 Until ownership of the Goods has passed to you, if you are contracting as a business customer, you must:

(a) store the Goods (at no cost to us) separately from all your other goods and any goods of any third party in such a way that they remain identifiable as our property;

(b) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods, maintain the Goods in satisfactory condition and keep it insured on our behalf for the full price of the Goods against all risks to our reasonable satisfaction. On request you shall produce the policy of insurance to us; and

(c) hold the proceeds of the insurance referred to in sub-clause (b) on trust for us and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.

7.5 If you are contracting as a business customer, your right to possession of the Goods shall terminate immediately, if:

(a) you have a bankruptcy order made against you or make an arrangement or composition with your creditors, or otherwise take the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convene a meeting of creditors (whether formal or informal), or enter into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or have a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency; or

(b) you suffer or allow any execution, whether legal or equitable, to be levied on your property or be obtained against you or you are unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986, or you cease to trade, or you encumber or in any other way charge the Goods.

## **8. Price and payment**

8.1 The price of the Goods will be as quoted on our site from time to time, except in cases of obvious error.

8.2 All prices exclude VAT and delivery charges, which will be added to the total amount due.

8.3 Our prices do not include installation. If you wish to arrange for the Goods to be installed following delivery, please call us for prices.

8.4 Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Dispatch Confirmation.

8.5 Our site contains a large number of Goods and it is always possible that, despite our best efforts, some of the Goods listed on our site may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where the correct price of the Goods is less than our stated price we will charge the lower amount when dispatching the Goods to you. If the correct price of the Goods is higher than the price stated on our site, we will normally, at our discretion, either contact you for instructions before dispatching the Goods, or reject your order and notify you of such rejection.

8.6 We are under no obligation to provide the Goods to you at the incorrect (lower) price, even after we have sent you a Dispatch Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing.

8.7 A 30 day credit account is available to Schools, Universities, Colleges, NHS, PCT and Local and Parish Councils. You can download an order form on our site's home page and email [support@workplaceoutdoorproducts.co.uk](mailto:support@workplaceoutdoorproducts.co.uk). Alternatively, you can send us your official order.

8.8 We accept payment by credit or debit card with visa, mastercard, switch, delta. You can enter your payment details at checkout or phone our sales line on 01707240388 to place your order.

8.9 Payment can be made by BACS to Account No. 69936234, Sort Code 042909. Please call our sales office on 01707240388 if you wish to be sent a pro-forma invoice.

8.10 We also accept cheque payments. Please make cheques payable to Workplace outdoor solutions Ltd and send to the following address: Workplace outdoor solutions Ltd, PO Box 629, Welwyn, AL7 9RQ.

8.11 Payment is required prior to dispatch unless credit terms have been agreed.

8.12 If you send us a cheque payment, Goods will not be dispatched until your cheque has been received by us and has cleared.

8.13 Our credit terms of payment are 30 days from date of invoice. All payments must be made in sterling. If you are in default, we reserve the right to charge interest on overdue accounts at a rate of 5% above HSBC Bank plc's base lending rate for each month or part thereof that you remain in default. We reserve the right to withhold dispatch of Goods if your account is in arrears.

## **9. Our refunds policy**

9.1 When you return Goods to us:

(a) because you are contracting as a consumer and you have cancelled the Contract between us within the period referred to in clause 5.1, we will process the refund due to you in accordance with the provisions of clause 5.6, subject always to the provisions of clause 5.7 ;

(b) for any other reason, returns will be subject to the following process:

(i) returns of non-faulty Goods by business customers under this clause 9.1 (b) (i) shall only be refunded or replaced if you contact us within 7 days of receipt of the Goods, informing us of your wish to return them. The Goods must be returned in accordance with our standard authorisation procedure (Contact Customer Services on 01707240388 for details). Without limitation, you must take reasonable care of the Goods in your possession and the Goods must be returned at your risk, in the same condition in which you received them and securely re-packed in their original packaging. A handling charge of 30% of the invoiced value of the Goods plus the delivery and return carriage costs will be levied. There will be an additional charge for re-boxing if the original packaging is not in a suitable condition for re-stocking. Any non-faulty Goods which are Restricted Goods may not be returned;

(ii) without limiting any of the provisions of clause 6.9, if you wish to return Goods to us because they are defective, or do not materially conform to their specification, any such defect or nonconformity must be notified to us as soon as possible, but in any event within 7 days of the date that you discovered or ought to have discovered the defect or nonconformity and no further use of the Goods must be made following discovery of the defect or nonconformity. We will examine the returned Goods and will notify you of your refund via e-mail within a reasonable period of time. We will usually process the refund due to you as soon as possible and, in any case, within 30 days of the

day we confirmed to you via e-mail that you were entitled to a refund for the defective or nonconforming Goods. Goods returned by you because of defect or nonconformity will be refunded in full, including a refund of the delivery charges for sending the item to you and the cost incurred by you in returning the item to us.

9.2 We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

9.3 You have an obligation to take reasonable care of the Goods whilst they are in your possession. The consequences of failing to discharge this obligation with respect to any Goods to which clause 9.1 (a) applies are set forth in clause 5.5; we may also, at our discretion and without limitation, refuse to refund or replace any Goods to which clause 9.1 (b) applies if we consider that you have failed to discharge this obligation.

9.4 In accordance with clause 9.3, you must not make any improper use of, or make any unauthorised modifications or repairs to, the Goods, and you must otherwise take reasonable care to avoid any risk of damage occurring to the Goods by any means.

9.5 Notwithstanding the provisions of clause 10.1.(a) which relate to fitness for purpose, unless otherwise agreed by us in writing in any particular instance, you shall be solely responsible for selecting Goods which are suitable for use for the specific purpose for which they are to be used.

9.6 For the avoidance of doubt, if any failure to discharge the obligation in clause 9.3 results in any loss or damage pursuant to clause 10, any such loss or damage may be considered as having been caused by you or contributed to by you.

9.7 Bespoke goods can not be purchased on a Sale or Return basis.

(a) Contract goods may be returned securely in their original packaging within 7 days of despatch, otherwise full payment will immediately become due and payable; and

(b) a handling charge of 30% of the invoiced value of the Goods plus the delivery and return carriage costs will be levied. There will be an additional charge for re-boxing if the original packaging is not in a suitable condition for re-stocking.

## **10. Our liability**

10.1 If you are contracting as a consumer:

(a) we warrant to you that any Goods purchased from us through our site are of satisfactory quality and reasonably fit for all of the purposes for which goods of that kind are commonly supplied; but

(b) we shall only be liable to you for:

(i) losses that are caused as a result of any breach of Contract by us (up to the value of the purchase price of the Goods you purchased); and

(ii) losses that are caused as a result of our negligence; and

(c) we shall not be liable for any loss pursuant to clause 10.1.(b) if:

(i) any such loss is not foreseeable. Losses are foreseeable if they could have been contemplated by both of us at the time that your order was accepted by us; or

(ii) any such loss (or any part thereof) was caused by or contributed to by your breach of any of these Conditions; and

(d) for the avoidance of doubt, we shall not be liable for any indirect losses which happen as a side effect of the main loss or damage, and which are not foreseeable by you and us (such as loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, waste of management or office time) howsoever arising and whether caused by breach of contract, negligence, or otherwise.

10.2 If you are contracting as a business customer:

(a) all warranties, representations, terms, conditions and duties implied by law relating to fitness, quality or adequacy are excluded to the fullest extent permitted by law;

(b) without limiting the generality of clause 10.2.(a), we shall not be liable to you if any monies due from you to us have not been paid in full;

(c) without prejudice to any of the provisions of this clause 10.2, we shall have no liability to you for any:

(i) consequential losses;

(ii) loss of profits and/or damage to goodwill;

(iii) economic and/or other similar losses;

(iv) special damages and indirect losses;

(v) business interruption, loss of business, contracts and/or opportunity; and/or

(vi) inconvenience, delay or loss of production;

(d) without limitation to any of the foregoing, our aggregate liability to you (whether for breach of Contract or for negligence or otherwise howsoever), for any loss or damage of whatsoever nature and howsoever caused, shall be limited to and in no circumstances shall exceed the price of the Goods purchased from us; and

(e) without limitation or prejudice to any of the foregoing, you shall indemnify and hold us, our partners, affiliates, officers and their employees, harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising from any breach of the Contract by you, or the infringement by you, or anybody else using your account, of any intellectual property or other right of any person or entity.

10.3 Nothing in these Conditions shall exclude or limit in any way our liability:

(a) for death or personal injury caused by our negligence;

(b) under section 2(3) of the Consumer Protection Act 1987;

(c) for fraud or fraudulent misrepresentation; or

(d) for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

## **11. Written communications**

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you

acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This clause does not affect your statutory rights.

## **12. Notices**

All notices to us shall be in writing and shall be made either via e-mail or post to the addresses in the Contact Us section of our site. We may broadcast notices or messages through our site or contact you by email and notification by either of these methods shall constitute notice to you.

### **13. Transfer of rights and obligations**

13.1 Any Contract between you and us is binding on you and us and on our respective successors and assigns.

13.2 You shall not assign or delegate all or any of your rights or obligations under the Contract without our prior written consent, such consent not to be unreasonably withheld.

13.3 We reserve the right to assign, subcontract or transfer all or any of our rights and obligations under the Contract to any person, firm or company without notice to you.

## **14. Events outside our control**

14.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by events outside our reasonable control (Force Majeure Event).

14.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- (a) strikes, lock-outs or other industrial action;
- (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- (d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- (e) impossibility of the use of public or private telecommunications networks; or
- (f) the acts, decrees, legislation, regulations or restrictions of any government.

14.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

## **15. Waiver**

15.1 If we fail, at any time during the pendency of the Contract, to insist upon strict performance of any of your obligations under the Contract or any of these Conditions, or if we fail to exercise any of



the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

15.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

15.3 No waiver by us of any of these Conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 12 above.

## **16. Severability**

If any of these Conditions or any provisions of the Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

## **17. Entire agreement**

17.1 These Conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

17.2 We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these Conditions.

## **18. Our right to vary these Conditions**

18.1 We have the right to revise and amend these Conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

18.2 You will be subject to the policies and Conditions in force at the time that you order Goods from us, unless any change to those policies or these Conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these Conditions before we send you the Dispatch Confirmation.

## **19. Law and Jurisdiction**

The Contract will be governed by English law. Any dispute arising from, or related to, the Contract shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

## **CUSTOMER DATA PROCESSING TERMS**

### **1. DEFINITIONS AND INTERPRETATION**

- The following terms shall have the following meanings hereunder:

**Customer:** means any individual, firm, partnership, company or organisation or any other undertaking, which orders or receives from the Supplier any goods and/or services pursuant to the Main Agreement.

**Customer Data:** means any information or data, in whatever form, which is held on, entered into, processed by, or retrievable from computer, communication or other systems or equipment of the Customer including Customer Personal Data and data processed by the Customer in providing services to its customers.

**Customer Personal Data:** means any Personal Data of which the Customer is the Data Controller or which the Customer is processing on behalf of another Data Controller (such as another company in the Customer's group, or a customer of the Customer, or any of their customers or group companies) and which is processed by the Supplier as Data Processor on behalf of the Customer under or in connection with the Main Agreement, including the information more particularly described in the Schedule.

**Data Protection Legislation:** means (i) until the GDPR is directly applicable in the United Kingdom, the Data Protection Act 1998; (ii) once the GDPR is directly applicable in the United Kingdom, the GDPR and any national implementing laws, regulations and secondary legislation in the United Kingdom relating to the processing of personal data and the privacy of electronic communications, as amended, replaced or updated from time to time; and then (iii) any successor legislation to the GDPR or the Data Protection Act 1998.

**GDPR:** means the General Data Protection Regulation 2016/679.

**Main Agreement:** means any contract entered into between the Supplier and the Customer to provide goods and/or services to the Customer pursuant to the Supplier's Terms and Conditions of Supply.

**Supplier:** Workplace outdoor solutions ltd.

- A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
- Words in the singular include the plural and in the plural include the singular.
- Any reference to **parties** shall refer to the Supplier and the Customer and **party** shall be interpreted accordingly.
- Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding or following those terms.

## 2. PRELIMINARY INFORMATION

### 2.

- The parties acknowledge that for the purposes of the Data Protection Legislation, to the extent the Supplier is processing Customer Personal Data, the Customer is the Data Controller (or is processing on behalf of the Data Controller), the Supplier is a Data Processor (for the Customer or, through the Customer, for another Data Controller) (where **Data Controller** and **Data Processor** have the meanings as defined in the Data Protection Legislation) and the Customer appoints the Supplier to process the Customer Personal Data.
- The GDPR requires that a written agreement be entered into between a Data Controller and a Data Processor in order to allow the processing of personal data by

the Data Processor on behalf of the Data Controller. These data processing terms constitute a supplementary written agreement to the Main Agreement for the purposes of the GDPR. This supplementary agreement (this **Processing Agreement**) shall govern the processing of personal data by the Data Processor on behalf of the Data Controller. For the avoidance of doubt, this Processing Agreement is expressly incorporated into the Main Agreement.

- The Schedule to this Processing Agreement sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of Personal Data (as defined in the Data Protection Legislation, **Personal Data**) and categories of data subject (as defined in the Data Protection Legislation, **Data Subject**).
- Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 2.4 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

### 3. OBLIGATIONS OF THE CUSTOMER

- Without prejudice to the generality of clause 2.4, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Customer Personal Data and Customer Data to the Supplier for the duration and purposes of the Main Agreement and this Processing Agreement. As such, the Customer confirms that it is entitled to transfer the Customer Personal Data and Customer Data to the Supplier so that the Supplier may lawfully use, process and transfer the Customer Personal Data and Customer Data on the Customer's behalf in accordance with this Processing Agreement.
- Without prejudice to the generality of clause 2.4, the Customer shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all Customer Personal Data and Customer Data provided for processing.

### 4. OBLIGATIONS OF THE SUPPLIER

- The Supplier shall, in relation to any Customer Personal Data processed in connection with the performance by the Supplier of its obligations under the Main Agreement and this Processing Agreement:
  - process that Customer Personal Data only on the written instructions of the Customer unless the Supplier is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Supplier (**Applicable Laws**) to process the Customer Personal Data;
  - ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of the Customer Personal Data and against accidental loss or destruction of, or damage to, the Customer Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting the Customer Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to the Customer Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
  - ensure that all personnel who have access to and/or process the Customer Personal Data are obliged to keep the Customer Personal Data confidential; and

- not transfer any Customer Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained;
- reasonably and timeously assist the Customer in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- notify the Customer without undue delay on becoming aware of a Personal Data breach, provided that notification of such a Personal Data breach as aforesaid shall not be construed as an acknowledgement by the Supplier of any fault or liability with respect to said breach;
- at the written direction of the Customer, delete or return Customer Personal Data and copies thereof to the Customer on termination of the Main Agreement unless required by Applicable Law to store the Customer Personal Data; and
- maintain complete and accurate records and information to demonstrate its compliance with this clause 4.1 and allow for audits by the Customer or the Customer's designated auditor.
  - The Supplier may charge the Customer at its standard time-based charging rates for any work undertaken or time expended by the Supplier pursuant to clause 4.1 and may also charge the Customer for any other costs, charges or expenses incurred in connection therewith.

#### **5. THIRD PARTY PROCESSORS**

- The Customer consents to the Supplier appointing a third party processor of the Customer Personal Data and the Customer Data under this Processing Agreement.
- If the Supplier appoints a third-party processor of the Customer Personal Data or the Customer Data, the Supplier confirms that it will enter into a written agreement with the third-party processor incorporating terms which are substantially similar to those set out in this Processing Agreement.

#### **6. LIABILITY**

- In the event of any loss or damage to any Customer Personal Data or Customer Data, the Customer's sole and exclusive remedy shall be for the Supplier to use reasonable commercial endeavours to restore the lost or damaged Customer Personal Data or Customer Data from the latest back-up of such Customer Personal Data or Customer Data maintained by the Supplier.
- The Supplier shall have no liability under this Processing Agreement for anything other than acts or omissions which are directly attributable to the Supplier or to third-party processors appointed by the Supplier. The Customer agrees to indemnify and hold the Supplier harmless against any liability arising directly or indirectly from any act or omission of the Customer or the Customer's subcontractors, agents, business partners, suppliers (other than the Supplier), customers, or anyone acting on the Customer's behalf.
- Without limiting the generality of clauses 6.1 and 6.2, any liability of the Supplier under this Processing Agreement shall be subject to the exclusions and limitations set out in the Supplier's Terms and Conditions of Supply.

#### **7. AMENDMENTS**

- If an amendment is required to this Processing Agreement in order to comply with the Data Protection Legislation, Applicable Laws or any requirements stipulated by the Customer, the Customer will provide an amendment with the required changes to the Supplier.

- Both parties will work together in good faith to promptly agree a mutually acceptable amendment to this Processing Agreement reflecting the required changes.

## 8. MISCELLANEOUS

- No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this Processing Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right or remedy. No single or partial exercise of any right, power or remedy provided by law or under this Processing Agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy.
- In the event of any conflict, the terms of this Processing Agreement shall prevail over the terms of the Main Agreement.
- This Processing Agreement and any dispute or claim arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with the laws of England and Wales.
- The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Processing Agreement, its subject matter or formation (including non-contractual disputes or claims).

## Schedule – Processing, Personal Data and Data Subjects

### A1. Processing by the Supplier

#### A1.1 Scope, nature and purpose of processing

The scope, nature and purpose of the processing activities required for the provision of goods and /or services by the Supplier to the Customer under the Main Agreement.

#### A1.2 Duration of the processing

The duration of the processing corresponds to the duration of the Main Agreement.

### A2. Types of Personal Data

- **Identity Data** including first name, last name, username or similar identifier.
- **Contact Data** including billing address, delivery address, email address and telephone numbers.
- **Financial Data** including bank account and payment card details.
- **Transaction Data** including details about payments to and from the Data Subject.
- **Technical Data** including internet protocol (IP) address, the Data Subject's login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform.
- **Profile Data** including the Data Subject's username and password, or orders made by the Data Subject.
- **Usage Data** including information about how the Data Subject uses the website of the Customer.
- **Communications Data** including the Data Subject's communication preferences.

### A3. Categories of Data Subject

- The Customer's employees (including temporary or casual workers).
- The Customer's group companies' employees (including temporary or casual workers).
- The Customer's customers and potential customers.
- The Customer's business partners.
- The Customer's suppliers and sub-contractors.
- The Customer's agents.
- Individuals identified in documents processed by the Customer in providing goods and / or services to its customers.

## TERMS OF USE

These Terms of Use apply to your use of our site and by accessing our site, you agree to be bound by the Terms of Use set out below.

**"Personal Information"** means any information about or related to you which is provided by or collected from you or otherwise received by us, including but not limited to any personal data from which you may be identified;

**"Services"** means the services described on our site;

**"Terms of Use"** means these Terms of Use;

**"Users"** means the users of our site collectively;

**"us/our/we"** means Workplace outdoor solutions ltd T/A Workplace Outdoor Products, a company registered in England and Wales under the number 15814287 whose registered office is located at Three Counties House, 18a Victoria Street, Dunstable LU6 3BA, United Kingdom and whose main trading address is located at PO Box 629, Welwyn, AL7 9RQ, United Kingdom;

**"our site"** means the website located at [www.workplaceoutdoorproducts.co.uk](http://www.workplaceoutdoorproducts.co.uk) or any subsequent URL which may replace it; and

**"you/your"** means a user of our site.

### 1. COMMUNICATION

We consider that we have appropriate policies, rules and technical measures in place to protect any information transmitted to or from us by electronic means from improper use or disclosure, unauthorised access, unauthorised modification, unlawful destruction or accidental loss. However, we ask that you please read all the sections below to understand the risks involved in communicating and transmitting sensitive information by email.

Please note that email is not a 100% secure communications medium. In the interests of preserving confidentiality in your personal details, we strongly advise that you take this into consideration before you send us any information by email. By proceeding, you agree that you will send us information by email at your own risk.

Messages sent by email may not be secure and may be intercepted by third parties. If you disregard this warning and choose to send us confidential information, you agree that you do so at your own risk and that you will not hold us responsible for any loss that you suffer as a result.

The email address you provide to us is where we will send our response. If you have chosen to discuss your personal account details via email we will try to respond to you in the same manner. We cannot guarantee the security of your personal information by this communications medium.

## 2. USE OF OUR SITE

### Access

We will provide you with access to our site in accordance with these Terms of Use. We give no authority (whether implied or express) to deep link to or frame any of the content which appears on our site or to use a representation of our trademarks as a link button without our express agreement.

### Your Obligations

You:

- agree not to use our site (or any part thereof) for any illegal purpose and agree to use it in accordance with all relevant laws;
- agree not to upload or transmit through our site without limitation, any computer viruses, macro viruses, trojan horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer;
- agree not to attempt to breach any security or privacy mechanisms associated with our site or attempt to collect information about any other person through our site;
- will not upload or transmit through our site any material which is defamatory, offensive, or of an obscene or menacing character, or that may cause annoyance, inconvenience or needless anxiety;
- will not use our site in a way that may cause our site to be interrupted, damaged, rendered less efficient or rendered such that the effectiveness or functionality of our site is in any way impaired;
- will not use our site in any manner which violates or infringes the rights of any person, firm or company or the rights thereof (including, but not limited to, rights of intellectual property, rights of confidentiality or rights of privacy);
- will not attempt any unauthorised access to any part or component of our site; and,
- agree that in the event that you have any right, claim or action against any other User arising out of that User's use of our site, then you will pursue such right, claim or action independently of, and without recourse to us;
- shall ensure that the Personal Information which you are required to provide when you register as a customer is true, accurate, current and complete in all respects; and
- will notify us immediately of any changes to the Personal Information by contacting our customer service representatives by e-mail at [support@workplaceoutdoorproducts.co.uk](mailto:support@workplaceoutdoorproducts.co.uk) or calling us on 01707240388 between 9am-5pm (Monday-Friday);
- will not impersonate any other person or entity or use a false name or a name that you are not authorised to use; and
- agree that the security of any password issued to you rests with you and that if you know or suspect that someone else knows your password, you will contact us immediately.

### Indemnity

You agree to be fully responsible for all claims, liability, damages, losses, costs and expenses, including legal fees on a full indemnity cost basis, suffered by us and arising out of any breach of the Terms of Use by you and for any other liabilities arising out of your use of our site, or the use by any other person accessing our site of your personal account details and/or your Personal Information.

### Our Rights

We reserve the right to:

- modify or withdraw, temporarily or permanently, our site (or any part thereof) with or without notice to you and you confirm that we shall not be liable to you for any modification to or withdrawal of our site; and/or
- change these Terms of Use from time to time, and your continued use of our site (or any part thereof) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Terms of Use have been changed. If you do not agree to any change to the Terms of Use then you must immediately stop using our site.

We will use our reasonable endeavours to maintain our site. You will not be eligible for any compensation because you cannot use any part of our site or because of a failure, suspension or withdrawal of all or part of our site.

We reserve the right to withdraw any Services from our site at any time and/or remove, screen or edit any materials or content on our site.

We reserve the right to suspend or terminate your use of our site immediately at our reasonable discretion, or if you breach any of your obligations under these Terms of Use.

### **Third Party Links**

In an attempt to provide increased value to our Users, we may provide links to other websites or resources. You acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and shall not be responsible or liable, directly or indirectly, for the privacy practices or the content of such websites, including (without limitation) any advertising, goods or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external sites or resources.

### **Monitoring**

We have the right, but not the obligation, to monitor any activity and content associated with our site. We may investigate any reported violation of these Terms of Use or complaints and take any action that we deem appropriate (which may include, but is not limited to, issuing warnings, suspending or terminating service, denying access and/or removing any materials from our site).

## **3. YOUR PRIVACY**

References in this clause to:

- **"Data Protection Law"** means: the Data Protection Act 1998 (until repealed) ("**DPA**"), the Data Protection Directive (95/46/EC) (until repealed) and, from 25 May 2018, the General Data Protection Regulation 2016/679 ("**GDPR**") or any equivalent provision which may replace the GDPR following the formal political separation of the United Kingdom from the European Union; the Regulation of Investigatory Powers Act 2000; the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699); the Electronic Communications Data Protection Directive (2002/58/EC); the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003); and all applicable laws and regulations which may be in force from time to time relating to the



processing of Personal Data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner or any other supervisory authority, and the equivalent of any of the foregoing in any relevant jurisdiction; and

- **"Personal Data"**, **"Data Controller"**, **"Data Processor"** and **"processing"** shall have the meanings given to them in the DPA or, from 25 May 2018, the GDPR.

For the purposes of applicable Data Protection Law, we, Workplace outdoor solutions ltd T/A Workplace Outdoor Products, are the Data Controller and therefore we are responsible for, and control the processing of, your Personal Data in accordance with applicable Data Protection Law. **"Personal Data"** has a legal definition but, in brief, it refers to information from which a living person can be identified. Such information must be protected in accordance with Data Protection Law.

### **Personal Information we may collect about you**

We will collect Personal Information about you when you visit our site or do business with us. This Personal Information may include your name, your contact details (including postal address, email address and telephone number), your payment details, any other information we request from time to time to enable us to provide our site to you and to continue to do business with you and any other information you provide to us.

We may occasionally receive Personal Information about you from other sources, including:

- credit reference and fraud prevention agencies;
- where you have consented for other organisations to lawfully share data with us; or
- where we receive data from trusted third parties to assist us in our marketing efforts.

We will add this data to any information we already hold about you.

Additional information may be collected through the deployment of cookies on our site. See the **"Cookies"** section below for further information on our use of cookies.

Any of the Personal Information referred to in this sub-clause may or may not constitute or include Personal Data.

### **Safety of Children**

Our services are not intended for and may not permissibly be used by individuals under the age of 16. We do not knowingly collect Personal Data from persons under 16. If it comes to our attention that we have collected Personal Data from such a person, we may delete this Personal Information without notice. If you have reason to believe that this has occurred, please contact [support@workplaceoutdoorproducts.co.uk](mailto:support@workplaceoutdoorproducts.co.uk)

### **How long we keep your Personal Information**

We will keep your Personal Information only for as long as we need to hold it for the purposes set out in this clause.

However, if required we will be entitled to hold your Personal Information for longer periods in order to comply with our legal or regulatory obligations.

### **Legal basis for processing your Personal Information**

From 25 May 2018, under applicable Data Protection Law we may only process your Personal Information if we have a **"legal basis"** (i.e. a legally permitted reason) for doing so. We will have a legal basis for processing your Personal Information if:

- you have given us your consent to process your Personal Data (see below); or
- processing is necessary for the performance of a contract you have entered into (i.e. we need to process your Personal Information in order to provide you with products or services), or in order to take any preliminary steps that you consider are required before you can enter into such a contract; or
- processing is necessary to allow us to comply with our legal obligations; or
- processing is necessary in order to protect your vital interests; or
- processing is necessary for us to perform tasks that are of public interest or in the exercise of official authority (where applicable); or
- processing is necessary for our legitimate interests, provided that these legitimate interests are not overridden by your fundamental rights.

### **Your consent to processing**

If you have previously given your consent to the processing of your Personal Information, you may freely withdraw such consent at any time. You can do this by notifying us in writing using our contact details below.

If you withdraw your consent, and if we do not have another legal basis for processing your Personal Information (see above), then we will stop processing your Personal Information. If we do have another legal basis for processing your Personal Information then we may continue to do so subject to your legal rights (for which see **"Your Rights"** below).

Where we are unable to rely on consent, we will rely on the performance of a contract with you or compliance with our legal obligations as the basis for processing your Personal Information, unless we consider that processing is necessary for our legitimate interests (e.g. delivery and/or improvement of our services). Marketing is considered separately below.

### **How we use your Personal Information**

We will use your Personal Information for the following purposes:

- to help us identify you and any account you hold with us;
- administration of your account and any products and services you order from us;
- to assist us in complying with or enforcing any legal obligations;
- research, statistical analysis and behavioural analysis;
- to provide insights based on aggregated, anonymous data collected through the research and analysis referred to above;
- fraud prevention and detection;
- billing and order fulfilment;
- to improve our services; and
- marketing (see **'Marketing'** below).

### **Marketing**

If you have not purchased products or services from us or enquired about purchasing any of our products or services and if you have given us prior permission, then we will use the Personal Information we hold about you to contact you by email for the purpose of letting you know about

our products and services. If you prefer not to receive these communications from us, or if you no longer wish to receive them, then you can opt out at any time.

If you are an existing customer of ours, or if you have previously purchased products or services from us or enquired about purchasing any of our products or services, we may use the Personal Information we hold about you to contact you by email to provide you with details of similar products or services to those purchased or enquired about by you. If you prefer not to receive these communications from us, or if you no longer wish to receive them, then you can opt out at any time. We have undertaken a legitimate interests assessment of our marketing practices and we have concluded that legitimate interests is an appropriate basis for those practices, as we consider that it is reasonable to assume that you would expect us to promote our products and services to you in this manner and that doing so involves relatively little intrusion into your privacy or any disproportionate impact on your fundamental rights; furthermore, because we utilise an email marketing system which allows us to exercise a sophisticated degree of control over your marketing preferences, we do not consider that a less invasive form of processing is available to achieve the same ends.

You have the right at any time to ask us to stop processing your Personal Information for marketing purposes. If you wish to exercise this right, you should contact us by sending an email to [support@workplaceoutdoorproducts.co.uk](mailto:support@workplaceoutdoorproducts.co.uk) giving us enough information to identify you and deal with your request. Alternatively you can follow the unsubscribe instructions in emails you receive from us.

### **Sharing Personal Information**

We may share your Personal Information with:

- other companies within our group;
- our suppliers, subcontractors, agents and service providers who help us to provide our products and services (and we will ensure they have appropriate measures in place to protect your Personal Information);
- law enforcement agencies in connection with any investigation to help prevent unlawful activity;
- regulatory bodies, in response to any official request; and
- if our business is sold or integrated with another business, your Personal Information may be disclosed to our advisers and any prospective purchasers and their advisers and will be passed on to the new owners of the business.

### **Keeping your Personal Information secure**

We will use technical and organisational measures in accordance with good industry practice to safeguard your Personal Information. However, while we will use all reasonable efforts to safeguard your Personal Information, you acknowledge that the use of the internet is not entirely secure and for this reason we cannot guarantee the security or integrity of any Personal Information that is transferred from you or to you via the internet.

### **Monitoring**

We may monitor and record communications with you (such as telephone conversations and emails) for the purpose of quality assurance, training, fraud prevention and compliance. Any information that we receive through such monitoring and communication will be added to the information we already hold about you and may also be used for any of the purposes listed in this clause.

### **Personal Information about other individuals**

If you give us information on behalf of a third party, you confirm that the third party has appointed you to act on his/her/their behalf and has agreed that you can:

- give consent on his/her/their behalf to the processing of his/her/their information;
- receive on his/her/their behalf any data protection notices; and
- give consent to the transfer of his/her/their information abroad (if applicable).

### **Overseas transfers**

From time to time we may need to transfer your Personal Information to countries outside the European Economic Area, which comprises the EU member states plus Norway, Iceland and Liechtenstein ('**EEA**'). Such countries may not have similar protections in place regarding protection and use of your Personal Information as those set out in this clause. Therefore, if we do transfer your Personal Information to countries outside the EEA we will take reasonable steps in accordance with applicable Data Protection Law to ensure adequate protections are in place to protect the security of your Personal Information.

By submitting your Personal Information to us in accordance with this clause you consent to these transfers for the purposes specified in this clause.

### **Your rights**

This section sets out your legal rights in respect of any of your Personal Data that we are holding and/or processing. If you wish to exercise any of your legal rights you should put your request in writing to us (using our contact details below) giving us enough information to identify you and respond to your request.

- You have the right to request information about Personal Data that we may hold and/or process about you, including: whether or not we are holding and/or processing your Personal Data; the extent of the Personal Data we are holding; and the purposes and extent of the processing.
- You have the right to have any inaccurate information we hold about you be corrected and/or updated. If any of the Personal Information that you have provided changes, or if you become aware of any inaccuracies in such Personal Information, please let us know in writing giving us enough information deal with the change or correction.
- You have the right in certain circumstances to request that we delete all Personal Data we hold about you (the '**right of erasure**'). Please note that this right of erasure is not available in all circumstances, for example where we need to retain the Personal Data for legal compliance purposes. If this is the case we will let you know.
- You have the right in certain circumstances to request that we restrict the processing of your Personal Data, for example where the Personal Data is inaccurate or where you have objected to the processing (see below).
- You have the right to request a copy of the Personal Data we hold about you and to have it provided in a structured format suitable for you to be able to transfer it to a different data controller (the '**right to data portability**'). Please note that the right to data portability is only available in some circumstances, for example where the processing is carried out by automated means. If you request the right to data portability and it is not available to you we will let you know.
- You have the right in certain circumstances to object to processing of your Personal Data. If so, we shall stop processing your Personal Data unless we can demonstrate sufficient and compelling legitimate grounds for continuing the processing which override your own interests.

- You have the right in certain circumstances not to be subject to a decision based solely on automated processing, for example where a computer algorithm (rather than a person) makes decisions which affect your contractual rights. Please note that this right is not available in all circumstances. If you request this right and it is not available to you we will let you know.
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## **Complaints**

If you have any concerns about how we collect or process your Personal Information then you have the right to lodge a complaint with a supervisory authority, which for the UK is the UK Information Commissioner's Office ('ICO'). Complaints can be submitted to the ICO through the ICO helpline by calling 0303 123 1113. Further information about reporting concerns to the ICO is available at <https://ico.org.uk/concerns/>.

## **Cookies**

When you access our site, cookies will be used to distinguish you from other visitors to our site. Cookies are text files placed on your computer to collect standard Internet log information and visitor behaviour information. The information is used to track visitor use of our site and allows us to:

- provide you with an enjoyable experience when you access our site;
- improve our site; and
- compile statistical reports on visitors to our site and activity on our site.

Our software will issue cookies to your system when you access and use our site and you will be asked to consent to this at the time (e.g. when you first visit our site). Cookies do not affect your privacy and security since a cookie cannot read data off your system or read cookie files created by other sites. You can set your system not to accept cookies if you wish (for example by changing your browser settings so cookies are not accepted), however please note that some of the features of our site may not function if you remove cookies from your system.

For further general information about cookies please visit <http://www.aboutcookies.org> or <http://www.allaboutcookies.org>.

## **4. GENERAL**

### **Intellectual Property and Right to Use**

You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all material or content supplied as part of our site shall remain at all times vested in us, our suppliers or our licensors. You are permitted to use this material only as expressly authorised by us, our suppliers or our licensors.

You acknowledge and agree that the material and content contained within our site is made available for your personal non-commercial use only and that you may download such material and content onto only one computer hard drive for such purpose. Any other use of the material and content on our site is strictly prohibited. You agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, modify, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content.

## **Limitation of Liability**

While we will use reasonable endeavours to verify the accuracy of any information we place on our site, we make no warranties, whether express or implied in relation to its accuracy.

Commentary and other materials posted on our site are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents.

Our site is provided on an "as is" and "as available" basis without any representation or endorsement made. We make no warranties of any kind, whether express or implied, in relation to our site. To the maximum extent permitted by law, we hereby expressly exclude any and all liability arising directly or indirectly from, or in relation to, our site.

We make no warranty that our site will meet your requirements or that your use of our site will be uninterrupted, timely, secure or error-free, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy or reliability of the materials. We will not be responsible or liable to you for (i) any loss of content or material uploaded or transmitted through our site; or (ii) any damage to your computer system or loss of data that results from downloading or using any material or data from our site.

## **Severance**

If any part of these Terms of Use shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from these Terms of Use and shall not affect the validity and enforceability of any of the remaining provisions of these Terms of Use.

## **Waiver**

No waiver by us shall be construed as a waiver of any preceding or succeeding breach of any provision.

## **Entire Agreement**

These Terms of Use (as amended from time to time) comprise the entire agreement between you and us relating to the subject matter thereof and supersede any previous agreements, arrangements, undertakings, representations or proposals, written or oral, between you and us in relation to such matters. You confirm that you have read these Terms of Use and, you fully understand them and you also agree that these Terms of Use are the only terms that govern your relationship with us regarding the use of our site.

## **Law**

The Terms of Use shall be governed by and construed in accordance with English law and you irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales.

## **Handling Complaints**

There may be occasions when you are unhappy with the service that we provided to you. In these cases, we will endeavour to be fair and efficient in handling any complaint you should have and to process your complaint confidentially.

If you have a complaint, please send us a letter to this address: Workplace outdoor solutions ltd, PO Box 629, Welwyn, AL7 9RQ, United Kingdom, or an e-mail to this address: [support@workplaceoutdoorproducts.co.uk](mailto:support@workplaceoutdoorproducts.co.uk).

We will endeavour to provide you with a likely timescale for resolving the dispute. We will keep you informed about the progress of your complaint. We undertake to check our system regularly for handling complaints and we welcome any suggestion you may have in relation to how this system may be improved.

Thank you for visiting our site.