

# Lansafe Ltd

## Terms & Conditions of Trading

All sales and installation of hardware made by us are subject to these standard terms & conditions, except where agreed otherwise in writing. We do endeavour to offer the best possible service so if you have a problem with a product or our service, please contact us immediately so that we can try to rectify it as soon as possible.

**DEFINITIONS:** "Our" and "Us" refers to the seller (vendor) whose trading style appears on your order and invoice. "You" and "Your" refers to the original company, organisation or individual who purchases goods and/or services directly from us. "Represented Vendor" refers to any brand or manufacturer who Lansafe are appointed to represent,

**YOUR RIGHTS.** You and We are protected by statutory (legal) rights, according to the laws of England and Wales or any European Legislation which applies in England. Where statutory legislation exists, or new legislation comes into force, your and our statutory rights are not affected by anything within these terms, and those rights take precedence over these terms. Where any part of these terms and conditions is over-ridden by legislation, all other terms still apply.

**1. PRICE:** All prices quoted exclude carriage and VAT which will be charged at applicable rates and added to the order total. Unless explicitly requested and agreed in writing, method of carriage will be at our discretion. Any costs omitted or corrections on your invoice will be invoiced/credited/charged later. You must notify us promptly if you are not billed the correct amount. In the case of credit/debit card orders, should the full amount not be charged immediately, the balance is payable by you on demand. All advertised/advised/published pricing is subject to change at any time without notice (though, not after an order has been accepted by us). If a price has risen or is shown on your order lower than the correct price, we will advise before proceeding, though this may delay your order pending your confirmation.

### **2. PAYMENT TERMS: Installations**

Our standard payment terms for the installation of hardware and related services are 30 days from date of invoice or due on completion (if the installation completion date extends beyond 30 days of invoice date). Any deposits requested on installation services are due on date of the invoice, prior to the commencement of the installation, with the final balance due on completion of the installation. Installation services will only be scheduled once any deposit requested has been received in full. For re-occurring service charges associated to installations services, monthly variable direct debit is the only acceptable means of payment. Please refer to our Terms and Conditions relating to monthly service charges for more details on our website [www.lansafe.co.uk](http://www.lansafe.co.uk).

**3. PAYMENT TERMS: HARDWARE Only:** Due on receipt of invoice . We accept payment cleared cheque, cleared banker's draft, BACS and most credit/debit cards. Credit card transactions may sometimes be subject to a handling fee, but you will be notified of this before any such charge is made. If a trade credit facility is offered, payment must reach us according to the agreed terms; your continued credit account will only be maintained if settlement is reliable and prompt. Official orders from government/educational and other official bodies are welcome, subject to acceptance.

**4. OVERDUE PAYMENT:** We reserve the right to charge interest on all overdue balances at 3% per month compounded until the date payment is received in full or alternatively, at our discretion, in line with legislation relating to late payment of commercial debts. Interest is charged from the invoice date onwards if payment is not received within the agreed trade credit terms.

**5. DEBT RECOVERY COSTS:** All costs, charges, overheads and expenses incurred by us in recovering any overdue or unpaid debt or incurred as a result of bad or bounced cheque/payment shall be paid by you.

**6. TITLE:** All goods remain our property until such a time as they have been paid in full, as per all invoices issued by us for those goods and any included services. In such a case, title remains with us even if you have passed the goods to a 3rd party for consideration or otherwise. In the case of service subscription, service may be suspended pending payment of an overdue invoice however the full value of that invoice will still be due.

**7. DELIVERIES & TRANSIT DAMAGE:** All deliveries we (or our agents) make will require a signature on delivery. You should check all contents immediately against both your order and the delivery note for any discrepancies and to check that all goods are present and correct (quantity and part/model number/ref). Any mis-ships, transit/packaging damage or shortages must be notified to us immediately. You must keep all packaging/contents in case it is needed in the event of a claim and ideally take photos. If a package appears to be damaged when received, the consignment must be signed for with a note to that effect.

**8. RETURNS:** Before goods can be returned, whether for repair, replacement or refund, in order to ensure smooth and prompt handling, we must issue a RETURNS AUTHORISATION in order that we can track it accurately. Your carriage costs/charges are not refundable (except in specific circumstances) and you should use a suitably packed/insured/traceable carriage method. Items should be returned within seven (7) days of authorisation. Where

the original purchase had the delivery charge waived ('Free Delivery'), you may be charged the delivery cost originally waived if you wish to return a non-fault item for refund. In some circumstances, we may also charge a restocking fee. In the case of DOA, mis-shipped units or receipt of the wrong quantity of goods, you should advise us as soon as possible but at the latest within 48 hours of receipt or as soon as is reasonably practical.

**9. YOUR RIGHT TO CANCEL:** You may cancel any order before it has been processed or dispatched without cost and you will be refunded in full. If the item has been dispatched, please contact us to discuss the options as soon as possible. You cannot cancel any contract for services carried out by us once they have been started, for example delivery/packing/handling charges. In order to cancel an order, you must ensure that we receive your notice within seven days. In order to avoid any misunderstanding or unnecessary cost, you are strongly advised to check with us before cancelling your order. Please obtain a returns authorisation before you send any goods back so that we can track/handle the return promptly and efficiently. When returning goods, you should use some suitably traceable/insured method (at your own cost). This section does not affect your statutory rights or apply to faulty goods.

**10. WARRANTIES, SUPPORT & PRODUCT LIABILITY:** All new goods sold by us are covered by a 'return to base' (RTB) warranty of minimum 12 months to the original purchaser (varies by manufacturer), or as required by applicable law. Used products (including refurbished, second-hand and ex-demo products) will vary. Examine the specific product's warranty for details of what type of faults or breakdowns are covered. For any warranty claim, you must have your original invoice showing the product's serial number. Any extended warranty offered by a manufacturer beyond the 12 months does not form part of your contract with us, though we may offer to handle it on the manufacturer's behalf. Do not attempt to repair, modify or open any product or use any unapproved accessories as this will invalidate the warranty. You will need your proof of purchase (invoice) for all support/warranty issues. The warranty runs from the original invoice date onwards. If a fault does develop or is found, this must be notified to us promptly. We endeavour to provide technical support and online facilities to assist/enhance your usage of the products purchased from us, however such supply/provision is provided as a courtesy only and not included in your contract with us and may be withdrawn or refused at any time. Goods must be returned to the appropriate service centre under RMA authorisation. Lansafe are not responsible for any consequential loss, for example but not limited to any expense incurred in returning, removing or (re)installing the product or by the loss of utility of the product when it fails or whilst it is being serviced.

**11. GOODS SUITABILITY:** It is your responsibility to ensure that the correct goods and correct model are ordered for your purposes, based on any advice and specifications we provide.

**12. CREDIT CHECKING / VALIDITY:** We reserve the right to liaise with credit reference and other agencies with regard to your status and submit information accordingly and in line with relevant legislation. Such agencies may keep a record of our enquiry. We also reserve the right to refuse any unexecuted order, without giving a reason. Certain products may only be available to qualifying persons or persons in particular geographical areas.

**13. TELEPHONE:** Please be advised that for staff training purposes as well as your and our own security, we may record telephone calls to/from us and such recordings as well as any other emails may be supplied to law enforcement or our agents in the event of tort or suspected criminality.

**14. DELIVERY:** Although we endeavour to process, dispatch and delivery orders promptly and on the day of receipt, no absolute guarantee can be given of any dispatch or delivery timescale. A signature is required for all deliveries. If the address or postcode you give is incorrect, a delivery is refused or you request a re-routing from the original destination (via us or directly to the courier), you may be charged for any re-routing or return costs at our standard carriage rates (unless the error is ours). Any such charges will be charged to your account or original payment method. Any refused delivery

**15. ASSIGNMENT:** We reserve the right to transfer any debt to us or other elements of our contract with you, or other liabilities in part or whole to a third party, any such assignment or transference will maintain all existing contractual terms. This may include the use of a factoring or other finance company for the assignment of your debt to us. All existing liabilities from us to you, and vice versa will remain valid, including any warranties or service agreements.

**16. PRIVACY:** When placing an order or otherwise engaging with us, we require various personal details from you as well as automatically submitted metadata. It is important that you supply all details correctly in order that we can validate orders and communicate efficiently. We do not disclose any personal details to any third parties except in connection with expediting/processing your orders or providing you with information. These policies exclude any disclosure which we are required by law to make, tort investigation, crime prevention, legal action or any issues relating to product or customer safety.

**17. GDPR Compliance:** Lansafe recognises the protections provided by European GDPR (General Data Protection Regulation) legislation in relation to personal information and is committed to complying with all requirements therein, including the identification and location of personal data and protection thereof. Internal operating processes have been reviewed and privacy impact assessments conducted to ensure compliance in our role of data processor. SEG complies with notification requirements in the event of a notifiable data breach. All personal data is processed and accessible only where necessary, proportionate, non-excessive locally or in the cloud and not transferred outside of the EU or to any country which does not have adequately recognised protections. If you use 3rd party methods to communicate with us or transfer material (e.g. email or cloud providers), such services do not fall under our control.

Data subjects may request copies of their personal data, request corrections and erasure (subject to retention required or necessary in law). "Personal Data" is defined as that which relates to an identifiable natural person. Any queries on this policy or data requests should be directly to the currently appointed data protection officer. We hold data for the purposes of administering service and products to you including the sale of products/service, responding to your enquiries and our marketing activities. Information may also be used for legal compliance, dispute resolution, business requirements, statutory reporting, protecting our assets, IP and personnel and enforcing agreements. Information held may include your name, your company name, your email address, details of enquiries you make to us, emails, payment history, purchase and service history. Information will be shared with 3rd parties in the provision of service to you, for example for technical support or delivery or implementation of goods and services.

**18. Employee Declaration: Lansafe** also recognises the law in relation to modern slavery and adheres to all local regulations, reporting requirements and seeks assurances from any 3rd party suppliers of the same. SEG operates a clear internal health and safety policy and complies with all local regulations in that regard. We also have policies in place relating to anti-bribery legislation and the lawful employment of staff, with particular respect to discrimination and access.

BY PLACING AN ORDER WITH US, YOU ARE BOUND BY THESE TERMS UNLESS AGREED OTHERWISE BY US IN WRITING. THESE TERMS ARE SUBJECT TO PERIODIC CHANGE WITHOUT NOTICE. PLEASE CHECK FOR CURRENT VERSION. YOU SHOULD KEEP A COPY OF THESE TERMS.