

PRIVACY POLICY

Our Clients and Suppliers:

If you are a client or supplier of goods and services we will collect and process information about individuals in your organisation, to enable us to communicate with them and to provide our goods and services or receive goods and services.

We hold information about your company in a secure database.

This information includes:

- Company Name.
- Company Registered and Office Addresses.
- Company Buyer, contact person.
- Bank Details (suppliers only).
- Various Supplied Telephone/Mobile Numbers.
- Various Supplied Email Addresses.
- Financial Data.
- Transaction data.
- Marketing and communication.

We use this information to trade with your company. We occasionally inform you of offers and new products and services. Passha Storage & Interiors Ltd will never pass on or sell this information.

In providing you with our products and services, information from your company details, are passed to our group companies, suppliers of goods/services and our delivery/installation teams, who in turn comply with the new General Data Protection Regulation (GDPR).

How we use your personal information:

- To administer and manage our relationship with you, including to set-up and maintain your account.
- To process orders from you.
- To deal with any enquires we receive from you.
- For the purposes of any corrective action.
- To comply with applicable laws, regulations and rules.
- To provide you with details of our product range and services.
- To notify you of changes to what we do.
- To make checks of credit reference agencies from time to time.
- For the purpose of recovery of debt in case of non-payment.

We may also disclose your personal information to third parties in other circumstances, in particular:

- If we are under a duty to disclose or share your personal information to comply with any legal obligation or to enforce or apply out terms and conditions of trading and other agreements.
- To protect the rights, property or safety of Passha Storage & Interiors Ltd, our staff, our customers, suppliers and others.
- In response to a request from a governmental authority (including a regulator)

If necessary for debt recovery purposes, we may also obtain additional information about you beyond that provided already, from credit reference and tracing agents.

Our legal basis for these uses of your personal information may include that (a) it is necessary for our legitimate interests in operating our business and/or providing you with goods and services: and/or (b) it is necessary for the performance of contracts to which you are a party with us.

Keeping in touch with you:

From time to time we would also like to keep in touch with you, to provide details of our services. If you **do not** want to be contacted in this way, please contact admin@passha.co.uk and let us know.

Your rights in relation to your personal information:

You have various rights under data protection law regarding the processing of your personal information, including rights to:

- Request access to personal information we hold about you and details of our processing of your personal information.
- Request us to correct inaccurate personal information.
- Request us to delete personal information in certain circumstances.
- Receive your personal information in a format suitable for transmission to a third party.
- Object to and/or restrict the processing of your personal information (including profiling) on certain grounds.
- Object to the processing of your personal information for direct marketing.
- Object to any decision about you based solely on automated processing (including any profiling) that produces legal effects or otherwise significantly affects you and
- Lodge a complaint with the UK Information Commissioner's Office.

You can make a request to us in relation to these rights at any time by contacting us at admin@passha.co.uk. Any information to which you are entitled will be provided within a reasonable timeframe, subject to the exemptions stipulated in applicable data protection laws.

How long do we retain your personal information:

We will not keep your personal information longer than is necessary, taking into account information needed for product guarantee, applicable legal requirements and limitation periods.

How to contact us:

If you have any queries about how we use your personal information, you can contact us at any time via email at admin@passha.co.uk

CONDITIONS OF SALE

1. CONDITIONS

These conditions are terms of any Contract of Sale made between the company and the customer and neither the Company nor the customer shall be bound by any variation waiver of or addition to these conditions except as agreed by both parties in writing and signed on their behalf.

2. QUOTATION

- (a) The company quotation is valid for a period of 30 days from the date of issue unless otherwise stated.
- (b) No binding contract shall be deemed to have been effected by the acceptance on the part of a quotation by the Company until such acceptance has been confirmed in writing by the acknowledgement of the company.

3. PRICE

The contract price shall be the price specified in the Quotation and in addition value added tax at the rate current at the delivery date. The Company reserves the right at any time to amend the Contract price as a result of any variation in the costs of the materials labour and manufacture.

4. PAYMENT

- (a) The buyer shall make payment in full within 30 days from the date of the invoice. The company understands and exercise its statutory rights to claim interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to agreed terms.
- (b) **Interim Payment**
The Company may submit interim invoices at intervals during the course of the contract. If these are not paid by the customer within 14 days of the date of the interim invoice the Company may suspend all or part of the work until they are settled in full.
- (c) Notwithstanding condition 4 (a) the Company shall without prejudice to its other rights have the right by notice in writing to the customer to demand immediate payment of all monies due from the customer to the Company for any goods delivered at any time.

5. STORAGE

Where goods are ready for delivery the Company may in their discretion postpone delivery at the request of the Customer pays the full price of the goods to the company forthwith. If delivery is postponed as aforesaid the Company may store the goods at their own premises or elsewhere at the sole risk of the Customer and all storage insurance and transport charges in respect thereof shall be paid by the customer.

6. SUB CONTRACT

The company reserves the right to sub contract all or any part of such work or services as it may at its discretion deem necessary.

7. TRADE TERMS

Claims for non or incomplete delivery, discrepancy in weight or number or damaged must be notified in writing within seven days of the date of despatch. Invoicing errors must be notified in writing within 14 days of the date of invoice.

8. RISK AND DELIVERY

Delivery of the goods shall be deemed to be made and the risk in the goods shall pass to the Customer at the time that the goods leave the Company's premises.

9. DELIVERY DATE

The Company will endeavour to adhere to the delivery date quoted but such delivery date is a business estimate only quoted for information purposes. The Company shall be under no liability for delay or any consequences of such delay arising from any circumstances whatsoever.

10. RESERVATIONS OF PROPRIETARY RIGHTS

(a) The risk in goods shall pass from seller to the buyer upon delivery of such goods to the buyer. However, notwithstanding delivery and the passing of risk in the goods, title and property in the goods, including full legal and beneficial ownership, shall not pass to the buyer until the seller has received in cash or cleared funds payment in full for all goods delivered to the buyer under this and all other contracts between the seller and the buyer for which payment of the full price of the goods thereunder has not been paid. Payment of the full price of the goods shall include the amount of any interest or other sum payable under the terms of this and all other contracts between the seller and the buyer under which goods were delivered.

(b) Until payment is made as aforesaid the Customer shall hold the goods as bailee of the company with the revocable authority of the Company to make normal use of the goods in the ordinary course of business or to sell the same unused of behalf of the Company and unless and until any such sale is effected the Customer shall ensure that the goods are stored separately or otherwise clearly identifiable as the property of the Company and if so required at any time by the Company shall deliver up the goods to the Company forthwith.

(c) The customer shall inform the Company forthwith of any such sale made by the customer and shall hold the proceeds of sale on trust to account there from to the Company for the outstanding balance of the sums referred in the paragraph (a) of this condition. Until the said sums shall have been fully discharged of accounted for the Customer shall is so required by the Company place and retain the said proceeds of sale (or so much thereof as the Company may direct) in a separate back account and /or account separately in the Customer's accounts for any monies owing or paid to the Customer in respect of the sale and/or endorse a memorandum on the Customer's accounts stating the rights of the Company over the goods and the proceeds of the sale thereof.

11. PHOTOGRAPHIC, DRAWING AND SPECIFICATION

(a) All photographs, illustrations, specifications and publicity material supplied by the Company are supplied for identification purposes only and while they are intended to give a general idea of the goods portrayed or referred to their accuracy is not guaranteed and they shall not be taken as constituting a description of the product or any part of an offer of a Contract or representations of any kind by the Company.

(b) Without prejudice to the generality of the foregoing paragraphs all weights measurements and other technical details supplied by the Company in respect of any product are to be taken as approximate only.

12. LIABILITY

(a) In the event of any defect in the goods supplied by the Company being notified to the Company in writing within thirty days of the date of delivery the Company undertake upon the return of the goods paid to the Company's premises or at the Company's discretion to inspect on site to repair or replace free of charge any goods found to be defective due to material quality or workmanship.

(b) The Company undertakes that any goods supplied for any particular purpose are fit for that purpose provided that the Company have confirmed in writing prior to the contract being accepted by the customer.

(c) Subject to any relevant statutory limitations on the restriction or exclusion of liability and paragraphs (a) and (b) hereof

(i) All other express or implied warranties and conditions statutory or otherwise as to quality or fitness for any purposes are hereby expressly excluded.

(ii) The Company shall not under any circumstances be responsible for any other damage injury or loss any kind whatsoever and whether direct of consequential to the Customer or to any property or person caused by or arising from or attributable whether directly or indirectly to the goods supplied or services rendered or any fault or defect therein or the consignment installation or use thereof or any delay in transit or any negligence or breach of duty contractual or otherwise or representation by the Company its servants or agents.

(iii) Any liability on the part of the Company shall cease if the Customer shall not have strictly complied with the Terms of payment and all other obligations of the Customer to the Company in connection with the Contract.

(iv) If any liability on the part of the Company shall arise for any injury or loss of damage of whatsoever nature sustained by the Customer under the provision of this Contract such liability shall under all circumstances be limited to the payment by the Company by way of damages of a sum not exceeding the Contract price in respect of which the claim is made.

13. CANCELLATION

(a) The Customer shall not cancel any order or part order except with written consent of the Company on terms which will indemnify the Company against all loss and expenses incurred in respect of such order.

(b) If the Customer shall make any default in or commit any breach of any of his obligations to the Company or if any distress or execution shall be levied upon the Customer his property or assets or if the Customer shall make or offer to make any arrangements or composition with Creditors or commit any act of bankruptcy or if any petition or Receiving order in Bankruptcy shall be presented or made against him or if the Customer shall be a limited Company if any resolution or petition to wind up such a Company' business shall be passed or presented otherwise than for amalgamation or reconstruction or if a Receiver of such Company's undertaking property or assets or any part thereof shall be appointed the Company shall have the right forthwith to determine any order then subsisting and upon written notice of such determination being posted by the Company to the Customer's last known address any subsiding order shall be deemed to be determined without prejudice to any claim or right the Company might otherwise make or exercise

14. These conditions and the Contract between the Company and the Customer shall be subject to and construed in accordance with English Law and subject to the exclusive jurisdiction of the English Courts.

15. IN THESE CONDITIONS

- (a) The Company means Passha Storage and Interiors Ltd
- (b) The Customer means any person making an offer, placing an order or purchasing goods from Company.

16. DATA PROTECTION ACT 1998 NOTICE

Where I/we provide you with personal data ("data"), I/we understand that the data will be held securely in confidence and processed for the purpose of carrying out your distribution/insulation business and associated activities (Activities). In considering my/our application, I/we accept that you may consult with and disclose the data to credit reference agencies, banks, credit insurers and other responsible organisations outside your business that you have nominated ("third parties"), and that such third parties may process the data. I/we understand that under the Act I/we have a right to know what data you hold on me/us if I/we apply to you in writing to pay the applicable fee.

17. GOODS

All goods remain the property of Passha Storage and Interiors Ltd until full payment has been received.