



DURALOCK TERMS & CONDITIONS

1. THESE TERMS

- 1.1. **About these terms.** The following are the terms and conditions on which we agree to supply products to you. They apply to goods, services and digital content.
- 1.2. **Reasons to read.** Before submitting your order to us, please ensure that all the following terms have read and understood fully.
- 1.3. These terms cover: who we are; how products will be provided to you; how the contract may be changed or terminated by either party and what to do in the event of a problem, as well as other useful information. If you have any concerns or you think there is a mistake in these terms, please contact us.

2. INFORMATION ABOUT OUR COMPANY AND CONTACT DETAILS

- 2.1. **Who we are.** We are Duralock (UK) Ltd., a company registered in England under registration number 2653821. Our registered office is 6A Enstone Business Park, Enstone, Chipping Norton, Oxfordshire, OX7 4NP, England. Our registered VAT number is 557 7349 00.
- 2.2. **Contacting Us.** Our customer service team can be contacted by telephone, or by writing to us. Please find contact details on our website.
- 2.3. **Contacting you.** Should we need to contact you we will do so either by telephone or by writing to you at the the postal or email address you provide us with in your order.
- 2.4. In these terms, all reference to writing, or written communication, is seen to include emails.

3. OUR CONTRACT WITH YOU

- 3.1. **Accepting orders.** We will accept your order by sending you an acceptance email. Upon receiving this e-mail, a contract will be formed between you and us.
- 3.2. **Declining orders.** If your order is not accepted, you will receive notification of the fact from us, and will not be charged for the product.
- 3.3. **Reasons for declining orders.** Your order may be declined if: the product is out of stock; we experience an unexpected limit to our resources for which we could not reasonably plan; we identify an error in either the price or description of the product, or both; or you have specified a delivery deadline that we are unable to meet.
- 3.4. **Order number.** An order number will be assigned to your order and you will be informed of this number when your order is accepted. We ask that you tell us the order number in all correspondence about your order.

4. OUR PRODUCTS

- 4.1. **Product images.** The images on our website are for illustrative purposes only, and we cannot guarantee that products will be exactly as they appear in any images on our website. Although every effort has been made to display colours accurately, we cannot guarantee that any device used to view these images will accurately display the colours of the product. Your product may vary slightly from the images shown.
- 4.2. **Product packaging.** The product packaging may vary from the packaging depicted on our website.

5. YOUR RIGHTS TO MAKE CHANGES

- 5.1. If you have placed an order and wish to make changes to the order, please contact us. You will be informed whether it is possible to make the requested changes.
 - 5.1.1. **Possible changes.** If the requested change is possible, you will be informed of: any changes in price the altered order may have; any changes to the delivery time; or any other details that that the changes may have affected. You will then be asked if you wish to go ahead with the new order.
 - 5.1.2. **Not possible changes.** If we cannot make the requested changes, or the consequences of a change are not agreeable to you, you may wish to end the contract. Please see clause 8 below for further details.

6. OUR RIGHTS TO MAKE CHANGES

- 6.1. **Minor product changes.** We may change the product as necessary:
 - (A) to reflect requirements of changes in relevant laws or regulations;
 - (B) to implement minor technical adjustments/improvements.
- 6.2. **More significant changes.** We may make more significant changes to these terms or the product. Should this occur, you will be notified, and you may then contact us to terminate the contract before the changes are implemented. You will be refunded for any products for which you have paid, but which have not been received.
- 6.3. **Digital content updates.** We may update, or require you to update, digital content. Such changes will only be made if the digital content will continue to match the description provided to you before it was purchased.

7. PROVIDING THE PRODUCTS

- 7.1. **Delivery costs.** Costs of delivery will be confirmed within our quotation.
- 7.2. **Providing the products.** We will inform you when the products will be delivered during the ordering process.
- 7.3. **Delays outside our control.** If the supply of the products is delayed due to circumstances outside of our control, we will contact you as soon as possible to inform you of the reason. We will also take appropriate steps to minimize the effect of the delay as much as possible. Provided the above steps are taken, we will not be liable for any delays caused by these circumstances. However, if there is a substantial delay, you may contact us to terminate the contract. Should you do this, you will be refunded for any products for which you have paid, but which have not been received.
- 7.4. **Becoming responsible for goods.** You take over responsibility for goods from the time we deliver the goods to the address you gave us or you, or a carrier organised by you, collects it from us.
- 7.5. **Ownership of goods.** You own goods once we have received payment in full.
- 7.6. **Failure to provide required information.** We may require information from you in order to supply the products to you. Where this is the case, it will be requested in writing or by email. If this information is not supplied within a reasonable time of us requesting it, or if you provide incomplete, insufficient, inaccurate or incorrect information we may:
 - (A) end the contract, in which case clause 10.2 below will apply.

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- (B) make an additional charge of a reasonable sum to compensate us for any further work incurred by this failure.
- 7.7. **Suspending supply of products.** We may have to suspend the supply of a product in order to:
- (A) deal with any technical issues;
- (B) make necessary technical changes;
- (C) update the product to reflect requirements of changes in relevant laws or regulations;
- (D) make changes to the product as by request from you or notified to you by us, see clause 6 above.
- 7.8. **Your right in the event of a suspension of supply.** You will be contacted by us in advance to inform you of any suspension to the supply of the products, except where this is due to an urgent problem or emergency. You may then contact us to terminate the contract for a product that has been suspended, or you have been informed is going to be suspended, where the suspension of supply is greater than one month. You will be refunded any sums you have paid in advance for these products in respect of the period after you end the contract.
- 7.9. **Suspending products due to failure to pay.** If payment for the products is not received by the agreed time (see clause 12.4 below), we may suspend the supply of the products until we receive all outstanding payments. You will be contacted to inform you of this suspension of supply. Where you dispute an unpaid invoice (see clause 12.6 below), we will not suspend the supply of those products. You will not be charged for products during the period in which their supply is suspended. As well as suspending the supply of the products, you may also be charged interest on your overdue payments (see clause 12.5 below).
- 8. YOUR RIGHTS TO TERMINATE THE CONTRACT**
- 8.1. You may terminate your contract with us at any time. Your rights after you terminate your contract will depend on the products purchased, your reason for terminating the contract, and when you terminate the contract.
- 8.1.1. **Products faulty or do not fit description.** If the products you purchased were faulty or did not fit the description you were provided with before purchase, you may have some legal rights (see clause 11 below). These may be to either:
- (A) terminate the contract;
- (B) get the product repaired or replaced;
- (C) get a service re-performed;
- (D) receive a partial or complete refund.
- 8.1.2. **Something we have done or have said we will do.** If you wish to terminate your contract due to something we have done, or something we have informed you we are going to do (see clause 8.2 below).
- 8.1.3. **You change your mind.** If you change your mind about a product and want to terminate your contract (see clause 8.3 below). If this is done within the 14-day cooling off period, you may be able to get a refund. This refund may be subject to deductions. You will be required to pay the costs of any return of goods.
- 8.2. **Something we have done or have said we will do.** If, for any of the following reasons (8.2.1 to 8.2.5 below) the contract will terminate immediately we are informed, and we will refund you in full for any products which have not been provided.
- 8.2.1. You have been informed of an upcoming change to the product or these terms to which you do not agree (see 6.2 above);
- 8.2.2. You have been informed of an error in the price or description of the product you ordered and no longer wish to proceed;
- 8.2.3. The supply of the products is at risk of being significantly delayed due to circumstances outside of our control;
- 8.2.4. The supply of the products has been delayed for technical reasons, or you have been informed that the supply will be delayed for technical reasons, in both cases for a period greater than one month;
- 8.2.5. If we have done something wrong, you have a legal right to terminate the contract.
- 8.3. **Right to change your mind.** You have a legal right to return most products bought within 14 days and receive a refund. These terms explain in further detail these rights, under the Consumer Contracts Regulations 2013.
- 8.4. **No right to change your mind.** Under the following circumstances (8.4.1 to 8.4.6 below) you do not have a right to exercise your right to change your mind.
- 8.4.1. **Digital products:** after you commence streaming or downloading the product.
- 8.4.2. **Services:** after services have been completed, including if the cancellation period is still running.
- 8.4.3. **Products sealed for health protection/hygiene purposes:** once the product is unsealed, after you receive them.
- 8.4.4. **Any products:** products become mixed inseparably with other items after delivery.
- 8.4.5. **Any products:** once products have been partially used.
- 8.4.6. **Sealed products:** after the seal has been broken such that we are not easily able to reseal and resell the products.
- 8.5. **Time to change your mind.** How soon after receiving the product you need to inform us that you have changed your mind depends on what products were ordered and how they were delivered.
- 8.5.1. **For goods.** You have 14 days after the day you, or someone you nominate, receives the first delivery of the goods, unless:
- (A) The goods are split into several deliveries on different days. Where this is the case you have until 14 days after the day you, or someone you nominate, receives the last delivery;
- (B) The goods are to be delivered regularly over a set period. Where this is the case you have until 14 days after the day that you, or someone you nominate, receives the first delivery of goods.
- 9. HOW TO TERMINATE YOUR CONTRACT WITH US**
- 9.1. **Inform us.** To terminate your contract with us, please inform us by doing one of the following:
- (A) **Phone or e-mail.** Call customer services or e-mail us. Contact details can be found on our website. Please provide your name, address and details of the order (including order number). Where possible please also include your phone number and e-mail address.

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- (B) **By post.** Write to us, including: the order number; what products you bought; when you ordered/received the order; and your name and address, as well as any other contact details for you.
- 9.2. **Returning products after terminating contract.** You will have a right to return goods to us.
- 9.2.1. If the contract is terminated for any reason after products have been dispatched to you or you have received them, they must be returned to us.
- 9.2.2. Ensure your unwanted goods are returned to our main head office.
- 9.2.3. Arrangements for the return of the goods are your responsibility. If exercising your right to change your mind, the goods must be sent to us within 14 days of informing us you wish to terminate the contract.
- 9.3. **Covering return costs.** We will only pay the cost of return if:
- (A) the products are faulty or not as described;
- (B) you choose to end the contract after being informed by us of: an upcoming change to the product or these terms; an error in pricing or description of the product; a delay in delivery due to circumstances outside our control; or for something we have done wrong for which you have a legal right to terminate the contract;
- (C) In all other circumstances, including if you choose to exercise your right to change your mind, the cost of return must be paid by you.
- 9.4. **Refunds.** You will be refunded the price you paid for the products, including delivery costs, by the same method you paid us. We reserve the right to make any appropriate deductions from the price, as described below (see 9.5 below).
- 9.5. **Deductions from refunds.** Where you are exercising your right to change your mind:
- (A) Your refund of the price (excluding delivery costs) may be reduced in proportion with any reduction in the value of goods as a result of your handling them in a manner that would not be deemed acceptable. If you are refunded the price before we can make a proper inspection, and it is later discovered that the products have been handled in such a way, you must pay us an appropriate amount for the damage.
- (B) The maximum refund available for delivery costs will be the cost of delivery by the cheapest option we offer. This is regardless of any delivery options chosen by you, even if you chose a more expensive delivery option.
- (C) For refunds of services, we may make a deduction to the refund proportional to the equivalent cost of providing the service for the period over which it was provided, relative to the full coverage of the contract.
- 9.6. **Refund timings.** When it is not possible to supply a product, whether because of: limited product availability; an error in pricing; not receiving authorisation or verification of your payment; you not agreeing to our terms and conditions; or any other appropriate reasons, your order will not be processed. We will inform you of this either by phone or e-mail. If payment has already been processed for the product, the full amount will be refunded to you as soon as possible, within 10 working days.
- 9.6.1. If you are exercising your right to change your mind, we will ensure:
- (A) if goods, and we have not offered to collect them, your refund will be made within 10 working days of the day on which we receive the goods back out our head office, or before if we are provided with proof that the goods have been sent to our head office.
- (B) in all other cases, we will make the refund to you within 10 working days of you telling us you have changed your mind.
10. **OUR RIGHTS TO END THE CONTRACT**
- 10.1. We reserve the right to terminate the contract if you break it. This will be done in writing. You will be deemed to have broken the contract if:
- (A) you fail to make the payment on time;
- (B) you fail to provide us with necessary information with a reasonable time of us asking for it;
- (C) you do not collect the products from us, or allow us to deliver the products, within a reasonable time.
- 10.2. **Compensating us.** Should we terminate the contract for any of the reasons set out in clause 10.1 above you will be refunded for any products or services for which payment was received that were not delivered, however we reserve the right to make appropriate deductions, or charge you compensation, for any costs that we incur as a result of you breaking the contract.
11. **IF THERE IS A PROBLEM WITH THE PRODUCT**
- 11.1. Telling us about problems. Any questions or complaints about the product should be brought to our attention immediately by contacting us. Either phone our customer service team or write to us. Our details are available on our website.
- 11.2. **Damages/Incorrect delivery.** From receiving your delivery, you have 15 minutes to check your order and sign the delivery note. If the goods are damaged, you must sign as "Goods Damaged". If you receive damaged or incorrect goods, you must tell us within 48 hours of delivery. We will endeavour to send replacements or refund you as soon as possible.
- 11.3. **Your legal rights.** We have a legal duty to supply products that conform to this contract. The paragraphs below summarise your legal rights. They are subject to certain exceptions. For detailed information please visit the Citizens Advice website: www.adviceguide.org.uk or call them on 03454 04 05 06. For goods, Consumer Rights Act 2015 says that they must be delivered as described, fit for purpose and of satisfactory quality.
- 11.4. **Obligation to return rejected items.** You have a legal right to reject products. If you choose to exercise this right, you must return them. Please ensure your unwanted products are returned in their original packaging in a re-sellable condition to our main head office.
12. **PRICE AND PAYMENT**
- 12.1. **Price.** The price of the product, inclusive of VAT if applicable, will be the price indicated when you place your order. We take all reasonable measures to make sure the price of the product is correct. However, please see 12.3 below for details on what happens should we find any errors in the price of the products for your order.
- 12.2. **VAT rate changes.** Should the rate of VAT change between you placing your order and us supplying the products, we will adjust the VAT rate you pay unless the product has already been paid in full before the VAT rate changes take effect.

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- 12.3. **Incorrectly priced products.** Despite our best efforts, there is a chance that some products we sell may be incorrectly priced at the time you place your order. Prices generally get checked before orders are accepted. Should the price of the product on the date of order be less than the price stated to you, we will adjust the price of your order accordingly. Should the price of the product on the date of order be greater than the price stated to you, we will contact you to ask instructions on how to proceed. Where a pricing error gets accepted that is obvious and unmistakable, and, within reason, could have been recognised by you, we may terminate the contract and refund you any sums you have paid, requiring you to return any goods provided to you.
- 12.4. **When and how to pay.** Payments are accepted as detailed on our website. For goods, you must pay for the products before we dispatch them.
- 12.5. **Interest on overdue payments.** We may charge interest on any overdue amount at the rate of 4% per annum above the base lending rate of HSBC Bank PLC. This interest on the overdue amount will accrue daily from the date the payment was due to the date of actual payment of the full overdue amount. You must pay us the interest together with any overdue amounts.
- 12.6. **Re-delivery charges.** Re-delivery charges may be applied if you are not able to accept delivery of products on the pre-arranged day/time.
13. **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**
- 13.1. **Responsibility for foreseeable loss and damage.** In the event that we fail to comply with these terms, we are responsible for any loss or damage you see that could reasonably be considered foreseeable as a direct result of our breaking this contract or failing to use appropriate care and skill. Any damage that could not reasonably be considered to have been foreseeable is not our responsibility. Loss or damage will be considered foreseeable if it is either:
- (A) obvious that it will happen;
- (B) both you and we knew it to be a possibility, e.g. if it was discussed during the sales process.
- 13.2. **Our Liability.** We do not, in any way, limit or exclude our liability where it would be unlawful to do so. This includes liability for: personal injury or death caused through our negligence or that of our employees, agents or sub-contractors; fraud or fraudulent misrepresentation; breach of your legal rights in relation to the products; and defective products under the Consumer Protection Act 1987.
- 13.3. **Business losses.** We are not liable for business losses. Where our products are used for any commercial; business; or re-sale purposes, we are not liable for loss to your profits or business; business interruption or loss of business opportunity.
- 13.4. **After you become responsible.** After you take responsibility for the products, we are not liable. You are responsible for checking the goods are correct and fit for purpose on their arrival.
- 13.5. **Arrangements before goods received.** Do not make arrangements for the products before they have been received and checked. The goods should not be used or have anything done to them until you have checked them and taken responsibility for them. You should not arrange for anything to happen with the goods (e.g. arrange for a fencing contractor to commence installation) until you have received, checked and taken responsibility for them. We are not responsible for any losses you suffer as a result of such actions should the goods be delayed, damaged or incorrect.
14. **INSTALLATION**
- Before we or our chosen contractor(s) carries out any work, including but not limited to the installation of new or replacement fencing systems:-
- 14.1. **Cabling for services.** It is your responsibility to ensure that the location of any electrical cabling or other pipes or cabling for services of any description underground are advised to us before the commencement of any project.
- 14.2. **Floodlights.** Where the site has floodlights and you are unaware of the location of the electrical cables for this, we will ask that the floodlights are switched on during any excavation.
- 14.3. **Absence of information.** In the absence of this location information, we will not be responsible for any damage caused to existing cabling and/or any other pipes or cables for any services or any consequential damage.
15. **HOW WE MAY USE YOUR PERSONAL DATA**
- 15.1. **Privacy policy.** Important information on how we process and store personal data, and on your rights relating to personal data can be found in our Privacy Policy. The policy is published on our website and a hard copy is available on request.
- 15.2. **Use of personal information.** The personal information you provide us with is used to:
- (A) supply products to you;
- (B) process payments for your products;
- (C) if you agreed whilst placing your order, to give you information about similar products we provide. You can opt out of such correspondence at any time by contacting us.
- 15.3. **General Data Protection Regulations 2018 ("GDPR").** We will lawfully process your personal data as is required for us to fulfil this contract with you, in accordance with the General Data Protection Regulations 2018.
- 15.4. **Information on similar products.** In accordance with GDPR, we may occasionally contact you about similar products (see clause 15.2 above). We are lawfully permitted to do so as it is in our legitimate business interests. If, at any time, you no longer wish to receive this information, you can stop receiving it by informing us in writing.
- 15.5. **Third parties.** Your personal information will only be given to third parties where the law requires us to do so.
16. **Other important terms**
- 16.1. **Transferring our responsibilities.** We reserve the right to transfer our rights and obligations under these terms to another organisation.
- 16.2. **Transferring your responsibilities.** If you wish to transfer your rights to someone else, you must get our consent. Your rights and obligations cannot be transferred to someone else without our written consent.
- 16.3. **Other people.** This contract is between you and us only. Except as set out in these terms, no other person has any rights or responsibilities under this contract, nor any rights to enforce these terms.
- 16.4. **Sections found to be illegal.** Should a court find any part or parts of this contract to be illegal, the rest of the contract will continue in force. Each paragraph of these terms and conditions operates separately. If any court or relevant authority deems any part of these terms to be unlawful, the remaining paragraphs will stand.

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- 16.5. **Delays in enforcement.** Should we not act on enforcing any breaches of this contract, it does not relieve you of any responsibilities you have, and we can still act on them at a later date. E.g. if you miss a payment and are not chased by us, but we continue to provide the products, we can still require you to make the payment later.
- 16.6. **Relevant laws and legal proceedings.** These terms are governed by English law. You can bring all legal proceedings in respects of products in the English courts. If you are living in Scotland, you can, alternatively, bring these legal proceedings in the Scottish courts. If you are living in Northern Ireland you can, alternatively, bring these legal proceedings in the Northern Irish courts. Both Scottish and Northern Irish residents can bring proceedings in the English courts.
17. **Online Dispute Resolution Platform (ODR)**

The European Union Online Dispute Resolution Platform (ODR). The ODR is available for use by both traders and consumers. It is managed by the European commission and is dedicated to helping consumers and traders resolve disputes. All businesses trading online are required to provide a link to

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