

Ercol Factory Outlet
Terms and conditions for the supply of goods

1. The contract between us

- 1.1 The supplier is Ercol Furniture Ltd of Summerleys Road, Princes Risborough, Buckinghamshire, HP27 9PX.
- 1.2 We must receive payment of the whole of the price for the goods that you order before your order can be accepted. Our acceptance of your order brings into existence a legally binding contract between us.

2. Warranty and nature of the goods

- 2.1 Goods sold through the Ercol Factory Outlet are either ex-display, returns or seconds. Accordingly, the goods are likely to have some damage, defect or wear and tear.
- 2.2 All goods are sold as seen, without warranty. Your statutory rights are not affected.

3. Price

- 3.1 All prices are inclusive of VAT, but are ex-works. We may be able to arrange delivery for an additional charge, which will be advised to you should you request this service.
- 3.2 The prices reflect the nature of the goods under 2.1 and 2.2

4. Right for you to cancel your contract

- 4.1 Where you have purchased the goods at our showroom, you will have been able to examine the product and there is no right to cancel the order.
- 4.2 Where you have purchased the product without being able to physically examine it, either by phone, internet or other remote means, you will have a cancellation period to enable you to examine the product. Where you have requested delivery of the product to you, you may cancel the contract within seven working days of the goods being delivered to you, beginning with the day after the day on which the item is delivered. Where you have opted to collect the product you may cancel the contract within seven working days of the agreed date of collection of the product.
- 4.3 All cancellations must be in writing. Notification of cancellation should be sent to Customer Service, Ercol Furniture Ltd, Summerleys Road, Princes Risborough, Buckinghamshire, HP27 9PX.
- 4.4 If you have received the goods before you cancel your contract you must send the goods back to our contact address at your own cost and risk as soon as possible. The goods must be returned in the condition in which they were received.
- 4.5 Once you have notified us that you are cancelling your contract any sum paid to us will be repaid to you as soon as possible but in any event within 30 days of your cancellation notification provided that the goods in question are returned by you and received by us in the condition they were in when delivered to you. If you do not return any goods which you have received or do not pay the costs of delivery we shall be entitled to deduct the direct costs of recovering the goods from the amount to be repaid to you.

5. Cancellation by us

- 5.1 We reserve the right to cancel the contract between us if:
 - 5.1.1 we are no longer able to supply the goods ordered
 - 5.1.2 where you have requested delivery you do not accept delivery of the goods or are not available to accept delivery after two attempts
 - 5.1.3 where you have requested to collect the goods, you do not do so within seven working days of the order, or by such later date as is mutually agreed
- 5.2 if we do cancel your contract we will notify you in writing and will repay to you any monies paid to us as soon as possible but in any event within 30 days of your order. We will not be obliged to offer any compensation for disappointment suffered. Where cancellation is due to 5.1.2 we may deduct the costs of the abortive delivery from the monies refunded to you.

6. Substitute goods

- 6.1 Occasionally we may not be able to supply the goods you have ordered. In such cases we will notify you of this and invite you to select an alternative. In the event that you chose not to you may cancel your order and any sums paid by you will be refunded as soon as possible but in any event within 30 days of your cancellation notification.

7. Delivery of goods to you

- 7.1 Goods are sold ex-works. Where you have paid for delivery of the goods then the terms of this clause will apply.
 - 7.1.1 We will arrange for delivery of the goods ordered by you to the address you give us for delivery at the time you make your order.
 - 7.1.2 Delivery will be made as soon as practicable after your order is accepted. We may at the time of order provide you with an indicative lead time. However we cannot guarantee delivery lead times. Accordingly any delivery lead time quoted will be indicative only and time will not be of the essence for this contract. We will not be liable for any loss or damage suffered by you through delay in delivery.
 - 7.1.3 Delivery will normally be arranged through a third party delivery company. To the full extent available under law we will not be liable for any loss or damages, direct or consequential, caused by the actions, inactions or negligence of that company or its staff. Where you believe you have suffered loss or damage as a result of the delivery we will use our reasonable endeavours to put you in contact with that company so that you can pursue your grievance with them.

8. Liability

- 8.1 Save as precluded by law, if you have purchased delivery of the goods and the goods we deliver are not what you ordered or are damaged or defective in addition to any damage, wear and tear or defectiveness evident in the product at sale and reflected in the nature of the goods as described in paragraph 2 or are damaged or defective or if the delivery is of an incorrect quantity you should notify us in writing at our contact address within ten working days of the delivery of the goods in question otherwise we shall have no liability to you.
If you notify us of a problem under this condition our only obligation will be, at our option:
 - 8.2.1 to make good any shortage or non-delivery
 - 8.2.2 to replace or repair to the condition of the goods at the time of the order any goods that are damaged or defective over and above the extent of any damage, defect or wear and tear existing at the time of the order; or
 - 8.2.3 to refund to you the amount paid by you for the goods in question
- 8.3 Save as precluded by law, we will not be liable to you for any indirect or consequential loss, damage or expenses (including loss of profits, business or goodwill) howsoever arising out of any problem with the goods and we shall have no liability to pay any money to you by way of compensation other than to refund to you the amount paid by you for the goods in question where there is a liability under clause 8.
- 8.4 Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any statutory rights you might have as a consumer nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.

9. Notices

Unless otherwise expressly stated in these terms and conditions, all notices (including any complaints or requests for after sales services) from you to us must be in writing and sent to our contact address at Customer Services, Ercol Furniture Ltd, Summerleys Road, Princes Risborough, Buckinghamshire, HP27 9PX.

10. Events beyond our control

We shall have no liability to you for any failure to deliver goods you have ordered or any delay in doing so or for any damage or defect to goods delivered that is caused by any event or circumstance beyond our reasonable control including, without limitation, strikes, lock-outs and other industrial disputes, breakdown of systems or networks, flood, fire, explosion or accident.

11. Invalidity

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

12. Third party rights

Except for our affiliates, directors, employees or representatives, a person who is not a party to the agreement has no right under the UK Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

13. Governing Law

The contract between us shall be governed by and interpreted in accordance with English law and the English courts shall have jurisdiction to resolve any disputes between us.

14. Entire agreement

These terms and conditions, together with our agreed sale price, and any sales order acknowledgement, set out the whole of our agreement relating to the supply of the goods to you by us. Nothing said by any sales person on our behalf should be understood as a variation of these terms and conditions or as an authorised representation about the nature or quality of any goods offered for sale by us. Save for fraud or fraudulent misrepresentation we shall have no liability for any such representation being untrue or misleading.

15. Your privacy and personal information

Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Notice, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information. Our Privacy Notice is stated below.

Privacy Notice

Scope & Purpose

The purpose of this policy is to set how we use personal information we may obtain about you through your commercial activities with ercol excluding the use of our website www.ercol.com or visit to our showroom. Use of our website or visit to our showroom is covered by the privacy policy issued on our website.

ercol takes its responsibilities regarding the security of personal information very seriously and is committed to protecting your safety and privacy. We will only use information that we collect about you lawfully in accordance with the General Data Protection Regulation (GDPR).

This privacy policy explains what personal data we collect about you, how and why we use it, who we disclose it to, and how we protect your privacy.

Responsibilities

Any references in this policy to "ercol", "we", "our" or "us" mean Ercol Furniture Limited, a company registered in England and Wales with registration number 000163292 and registered office address of Summerleys Road, Princes Risborough, Buckinghamshire, HP27 9PX. We control the ways your personal data are collected and the purposes for which your personal data are used by ercol and are the data controller as defined under the GDPR.

Personal Data Collected

The means by which we collect personal information include

When using the term "personal data" in our Privacy Policy, we mean information that relates to you and allows us to identify you, either directly or in combination with other information that we may hold.

Types of Data Collected:

We may collect and process the following categories of information about you:

- Name (Title, Forename and Surname);
- Postal and/or delivery address
- E mail address
- Telephone number
- Age
- Credit Card or Bank Details
- Transaction and service history

Special Categories of Data

We will not ordinarily collect data that are classified as Special Categories of Data under the GDPR. Such data is personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying an individual, data concerning health or data concerning an individual's sex life or sexual orientation.

We will never collect information meeting this criteria without your explicit informed consent.

How and why your data is used

The personal data we collect will be used for the following purposes:

- **Order fulfilment, customer service and improvement** – We use your data internally and pass to carefully selected third parties in order to fulfil your order, provide you with information, resolve customer service issues and make product improvements. Examples of such third parties are delivery businesses, suppliers that deal with order/product issues and credit card details with PCI DSS compliant companies in order to take payment on orders.
- **Support for products registered/purchased** - We use your information to support you in your use of products that you have registered with us. This includes the use of personal information to discuss and resolve product problems, give advice on product care and provide other support related services.
- **Marketing and improving and personalising our products and services** – We use your information for assessment and analysis (e.g. market, customer and product analysis) to enable us to review, develop and improve the services we offer and to enable us to provide you and other customers with relevant information through our marketing programme. We may use your information to make decisions about you using computerised technology, for example, automatically selecting products or services that we think will interest you from the information we have. We may inform you (by email, post or otherwise) about products and services that we consider may be of interest to you. If you do not wish ercol to use your information for marketing purposes, please tick the "No thank you" option provided when placing an order, registering product, requesting catalogues or requesting swatches.
- **Pass your details to carefully selected third parties, including ercol stockists** – In addition to the points noted above we occasionally make names and addresses available to businesses whose products we think may interest you if you have given us consent to do so. We may also need to pass transactional and contractual information to our professional and legal advisers for example auditors and tax advisors. If you do not wish ercol to use your information for marketing purposes, please tick the "No thank you" option provided when placing an order, registering product, requesting catalogues or requesting swatches.
- **To comply with our legal obligations** – for example, for the prevention and detection of fraud.

We may give information about you to the following, who may use it for the same purposes as set out above:

- To employees and agents of ercol to administer any accounts, products and services provided to you by ercol now or in the future.
- Agents who profile your data so that we can tailor the goods/services we offer to your specific needs.

We may also disclose your information:

- To anyone to whom we transfer or may transfer our rights and duties under our agreement with you.
- If we have a duty to do so or if the law allows us to do so.

Lawful basis for data processing

We only collect and process your personal data when there is a lawful basis to do so. The lawful basis we rely on in this respect includes:

- Consent – where you gave us explicit consent. For example ticking “Yes Please” to being sent information on products and promotions and to having your details passed to carefully selected third parties to make you aware of other products and services.
- Legitimate interest: a legitimate commercial interest to process certain aspects of your personal data, e.g. for running our business and the purposes of certain forms of direct marketing and profiling.
- Legal obligation – processing necessary in order to satisfy our legal obligations for example passing on details to law enforcement in the event of fraud or other criminal activity affecting ercol.
- Contractual fulfilment – processing of your data in order to meet our contractual obligations with you for example passing your delivery details to a third party delivery company to fulfil your order.

Security

We know that security of your personal data is important. We look to treat your data with care and take appropriate steps to protect it.

Our website has an SSL certificate and access to the data collected and stored through the website is protected by a restriction on the number of users and requires password access.

The information that you provide to us will be held in our systems, which are located on our premises or those of an appointed third party. We may also allow access to your information by other third parties who act for us for the purposes described in this Privacy Policy or for other purposes approved by you. Your personal data will not be accessed or processed outside the European Economic Area (the European Economic Area being the European Union and Iceland, Liechtenstein and Norway, also referred to as the “EEA”).

We will retain your personal data for as long as we need it in order to fulfil our purposes set out in this Privacy Policy or in order to comply with the law.

Your Rights - Access to and Update of your data, withdrawal of consent and complaints

Your rights:

At any point while we are in possession of or processing your personal data, you, the data subject, have the following rights:

- Right of access – you have the right to request a copy of the information that we hold about you.
- Right of rectification – you have a right to correct data that we hold about you that is inaccurate or incomplete.
- Right to be forgotten – in certain circumstances you can ask for the data we hold about you to be erased from our records.
- Right to restriction of processing – where certain conditions apply to have a right to restrict the processing.
- Right of portability – you have the right to have the data we hold about you transferred to another organisation.
- Right to object – you have the right to object to certain types of processing such as direct marketing.
- Right to object to automated processing, including profiling – you also have the right to be subject to the legal effects of automated processing or profiling.
- Right to judicial review: in the event that ercol refuses your request under rights of access, we will provide you with a reason as to why. You have the right to complain as outlined below.

Access and update of your data

In order to request a copy of the personal data that ercol holds about you, please e mail data.protection@ercol.com with the subject title “Data Subject Access Request,” including **all** of the following information:

- Your full name;
- Your address;
- Clear description of the data you are requesting;
- Proof of address (Bank statement, Credit Card Bill, Utility Bill, Driving Licence)

To update the information we hold on you by e mailing data.protection@ercol.com with the subject title “Update of Personal Details” and confirming what details required updating.

Withdrawal of Consent

Whenever you have given us your consent to use your personal data, you have the right to change your mind at any time and withdraw that consent. In order to withdraw consent, for example for the purposes of marketing, please e mail data.protection@ercol.com with the subject title “Unsubscribe” and in the body of the mail confirm your details so that we can identify you.

Complaints

In the event that you wish to make a complaint about how your personal data is being processed by ercol or how your complaint has been handled, you have the right to lodge a complaint directly with the Information Commissioner’s Office.

If you wish to lodge a complaint direct to ercol please e mail data.protection@ercol.com or write a letter addressed to Data Protection, Ercol Furniture Limited, Summerleys Road, Princes Risborough, Buckinghamshire, HP27 9PX.