

1. ABOUT US

- 1.1 **Company details.** Hurst Doors is a trading name of Hurst Plastics Limited (company number 3034235) (**we** and **us**), is a company registered in England and Wales and our registered office is at Aynsley House, Common Road, Low Moor, Bradford, West Yorkshire, BD12 0UF. Our main trading address is Unit 1, Kingston International Business Park, Somerden Road, Hedon Road, Hull, HU9 5PE. Our VAT number is GB698840566. We operate **the websites** www.hurstdoors.co.uk and hurstlive.co.uk (**websites**).
- 1.2 **Contacting us.** To contact us telephone our customer service team on 01482 790790 or email customer.services@hurstdoors.co.uk. How to give us formal notice of any matter under the Contract is set out in clause 17.2.

2. OUR CONTRACT WITH YOU

- 2.1 **Our contract.** These terms and conditions (**Terms**) apply to the order placed by you on our websites or in writing and supply of goods by us to you (**Contract**). No other terms are implied by trade, custom, practice or course of dealing.
- 2.2 **Entire agreement.** The Contract is the entire agreement between us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.
- 2.3 **Language.** These Terms and the Contract are made only in the English language.

3. DESCRIPTION AND SPECIFICATION OF GOODS

- 3.1 The images of the Goods on our websites and in our literature are for illustrative purposes only. We make every reasonable effort to ensure that Goods conform with the illustrations, photographs and descriptions on our websites and in our literature although we cannot guarantee that these accurately reflect the actual Goods.
- 3.2 Although we have made every effort to be as accurate as possible, all drawings, dimensions and measurements indicated in our literature and online are indicative only.
- 3.3 To the extent that the Goods are to be manufactured in accordance with a specification supplied by you, you shall indemnify us against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by us in connection with any claim made against us for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with our use of the specification. This clause 3.3 shall survive termination of the Contract.

- 3.4 We reserve the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirement.

4. PLACING AN ORDER AND ITS ACCEPTANCE

- 4.1 **Placing your order.** Written and online orders only are accepted. Please follow the onscreen prompts on our websites to place an online order. We will provide you with specific email addresses for orders placed in writing. Each order is an offer by you to buy the goods specified in the order (**Goods**) subject to these Terms.
- 4.2 **Correcting input errors.** Our order process allows you to check and amend any errors before submitting your order to us. Please check the order carefully before confirming it as you will not be able to return the Goods if any issue is due to you providing incorrect information. You are responsible for ensuring that your order and any specification submitted by you is complete and accurate.
- 4.3 **Acknowledging receipt of your order.** After you place an order online via Hurst Live, you will receive an *Order Acknowledgment* email from us acknowledging that we have received it, but please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 4.4.
- 4.4 **Accepting your order.** Our acceptance of your order, whether written or online, takes place when we send the *Order Confirmation* email to you to accept it and confirming the price of the Goods, at which point the Contract between you and us will come into existence.
- 4.5 **If we cannot accept your order.** If we are unable to supply you with the Goods for any reason, we will inform you of this and we will not process your order. If you have already paid for the Goods, we will refund you the full amount including any delivery costs charged as soon as possible.
- 4.6 **Amendment of order.** Any amendment to an order must be communicated clearly in writing. If this is later than four hours after we have sent the Order Confirmation email orders may already be in production or have been produced therefore, we reserve the right to reject the request or charge you a reasonable fee.
- 4.7 **Order cancellation.** Due to the bespoke nature of our made to measure products, orders cannot be cancelled any later than four hours after we have sent the Order Confirmation email. Any cancellation of an order must be communicated clearly in writing. In the event that you cancel an order, you agree to make payment to us for all costs and expenses incurred by us at the time of cancellation in connection with fulfilling your order.

5. PRICE OF GOODS AND DELIVERY CHARGES

- 5.1 The prices of the Goods will be as quoted in our **Order Confirmation** email accepting your order, clause 4.4.
- 5.2 We take all reasonable care to ensure that the prices of Goods are correct at the time when the relevant information was entered onto the system. However, please see clause 5.5 for what happens if we discover an error in the price of Goods you ordered.
- 5.3 The price of Goods excludes VAT (where applicable) at the applicable current rate chargeable in the UK. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Goods in full before the change in VAT takes effect.

- 5.4 The price of the Goods normally includes standard UK mainland delivery charges (exceptions may apply). As deemed by us, surcharges will apply to deliveries outside of the UK and to non-standard Goods and services. You will be responsible for paying any customs, charges, duties or any other taxes you may incur on importing or exporting the Goods.
- 5.5 We sell a large number of Goods. It is always possible that, despite our reasonable efforts, some of the Goods may be incorrectly priced. If we discover an error in the price of the Goods you have ordered we will contact you to inform you of this error and we will give you the option of continuing to purchase the Goods at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing.
- 5.6 We reserve the right to increase prices as deemed necessary by us but will notify you as soon as is reasonably possible of any such increase.

6. HOW TO PAY IF YOU HAVE A CREDIT ACCOUNT

- 6.1 If you have a credit account with us, payment will be in accordance with our credit terms agreed with you or on a pro-forma basis.
- 6.2 All accounts are payable in accordance with the invoice. If no terms are stipulated on the invoice, payment is due in full on the first day of the calendar month following the date of the invoice. We reserve the right to charge interest on overdue accounts at 4% per month of the full invoice amount for the period from the date the payment is due until the date of actual payment.
- 6.3 Credit accounts are subject to credit limits. At our discretion, should credit limits be exceeded or we cease to be satisfied with how your account is being conducted, we reserve the right to vary the terms and method of payment before continuing with or delivering Goods to satisfy an order or to provide credit to you. Should we refuse to fulfil or process an order we shall not be liable for damages or losses you may suffer as a result.
- 6.4 Should you fail to make payment on the due date, then we shall be entitled to:
- 6.4.a cancel any existing supply contract or suspend any further deliveries to or collections by you;
 - 6.4.b any payment made by you to such goods (or goods supplied under any contract between us) as we think fit notwithstanding any purposed appropriation by you; refuse to deal with any claim under warranty;
 - 6.4.c issue proceedings to recover monies due on the overdue account in addition to any other monies payable on any other orders placed by you whether payment is due or not; and
 - 6.4.d any sums payable by us to you on any account may at any time be offset by us against any sums payable to you.
- 6.5 Goods that have been ordered by you but not delivered, due to a default on your account, will still be payable by you.

7. HOW TO PAY IF YOU DO NOT HAVE A CREDIT ACCOUNT

- 7.1 Where you do not have a credit account with us:
- 7.1.a you can only pay for Goods using a debit card, credit card, cash or BACs transfer;

7.1.b payment for the Goods is in advance, in pounds sterling unless otherwise agreed with us in writing.

7.2 We accept the following cards: Visa, Visa Debit, Mastercard, Debit Mastercard and UK based Maestro. If you wish to pay by credit card, a surcharge may apply. We will notify you of the surcharge at the time payment is made and you will have the opportunity to change your payment method.

8. DELIVERY AND RISK

8.1 Your Order Confirmation will provide an estimated delivery date and we will use all reasonable endeavours to deliver the Goods at the specified time. The delivery date is an estimate only. Should Goods arrive late, you will not be entitled to reject the Goods, terminate the Contract, withhold payment, claim damages or any other remedies. Occasionally our delivery to you may be affected by an Event Outside Our Control. See clause 16 (Events Outside Our Control) for our responsibilities when this happens.

8.2 Delivery is complete once the Goods have been unloaded at the address for delivery set out in your order or collected by you or a carrier organised by you to collect them from us and the Goods will be at your risk from that time.

8.3 If no one is available at the address to take delivery of the Goods, we will attempt to re-deliver the Goods. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery we may, at our discretion, charge a reasonable fee for re-delivery or non-delivery. In the event we are unable to contact you or re-arrange delivery, you will not be entitled to reject the Goods, terminate the Contract, withhold payment, claim damages or any other remedies.

8.4 A signature at the point of delivery acknowledges receipt of the Goods. If it is agreed in writing, prior to delivery, that you agree to the Goods being delivered and left outside the delivery address, then we accept no responsibility or liability for loss or theft of the Goods or any damage and in this instance, you would not be able to rely on our returns clause (clause 10).

8.5 The Goods must be checked, and any claims reported within 72 hours of the delivery taking place to ensure that there are no defects and that they are the correct Goods. Claims for defects, shortages, goods damaged in transit and incorrect delivery of the Goods will only be considered if we receive written confirmation of the claim within 72 hours of delivery. Goods received damaged or in an unsatisfactory condition must be signed for as such on the delivery note. Subject to clause 12, returns will not be accepted if the Goods are incorrectly supplied and have been fitted, altered or modified in any way.

8.6 In all cases where it is claimed that the Goods supplied are damaged or defective pursuant to clause 8.5 above, the provisions of clause 12 shall apply.

8.7 If there is likely to be a significant delay with your order, we will use reasonable endeavours to notify you at the earliest opportunity. At our discretion, you may then have the option to choose alternative goods, amend the order or cancel the order. Please note there may be unavoidable delays deemed to be acceptable during times such as, but not exclusively, holiday periods and extreme weather. If you cancel the order and payment has already been taken, then a refund will be provided.

8.8 Where a door is being installed to replace another that is already in situ, you must not remove the current door until you have received, checked and confirmed that the replacement Goods are correct. We accept no responsibility and will not be liable for any loss or damage should incorrect Goods knowingly be installed. This course of action will also invalidate the product warranty.

- 8.9 Should you wish to collect the Goods from us yourself, or appoint your own courier, you may do so with our prior written agreement during our business hours. If you chose to use your own carrier then the risk in the Goods will pass to you as soon as they are passed to your chosen carrier.

9. INTERNATIONAL DELIVERY

- 9.1 Where the Goods are supplied for export from the United Kingdom the provisions of this clause 9 shall apply notwithstanding the other provisions of the Contract and delivery shall be effected as agreed between us in writing.
- 9.2 You will be responsible for complying with any legislation or regulations governing the importation, use or sale of the Goods in the country of destination, the payment of any duties or taxes on them, the transportation and storage of the Goods including without limitation any obligation to translate any instructions, labelling or packaging into any other language.
- 9.3 We shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979.

10. RETURNING GOODS

- 10.1 Due to the bespoke nature of our Goods, these are not eligible for a refund (should payment have been made prior to delivery) or exchange unless we determine and confirm such Goods are faulty.
- 10.2 Any agreed items to be returned, must be notified to us in writing and arrangements will be made to collect the Goods. It is your responsibility to inform us when the Goods are ready for collection. Goods must be available within 6 weeks of receipt of replacements goods. Unavailable Goods will become due for payment under the standard payment terms.
- 10.3 All Goods being returned must include suitable packaging and paperwork relating to the order with a contact name, number and email address. If the original packaging is not available, or suitable alternative packaging is not used to protect the Goods in transit, we will not be liable for any damage incurred during return transit.
- 10.4 Unless you use our collections service, we are not responsible or liable for Goods that are damaged or lost during the delivery and you will remain responsible for the Goods until they have been signed for and received by us. You must use a tracked delivery service and include suitable packaging and relevant paperwork including order details with a contact name, number and email address.
- 10.5 We will examine the returned Goods and if determined to be faulty, will process any refund using the same payment method that was used to pay for the Goods originally. The refund can take up to 30 calendar days after the Goods have been received and checked by us. Goods determined not to be faulty will be returned to you and payment sought.
- 10.6 Goods wrongly ordered – Only with written prior agreement will the return of Goods wrongly ordered be accepted. Where Goods have been specially made altered or cut, they will not be accepted for return. In the event we agree to the return of Goods, we reserve the right to charge you a re-stocking fee and for carriage.

11. TRANSFER OF TITLE

- 11.1 Title to the Goods shall not pass to you until the earlier of:
- 11.1.a we receive payment in full (in cash or cleared funds) for the Goods and any other goods that we have supplied to you in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums; and

- 11.1.b you may resell the Goods, in which case title to the Goods shall pass to you at the time specified in clause 11.3.
- 11.2 Until title to the Goods has passed to you, you shall:
 - 11.2.a store the Goods separately from all other goods held by you so that they remain readily identifiable as our property;
 - 11.2.b not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - 11.2.c maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - 11.2.d give us such information relating to the Goods as we may require from time to time.
- 11.3 Subject to clause 11.4, you may resell or use the Goods in the ordinary course of your business (but not otherwise) before we receive payment for the Goods. However, if you resell the Goods before that time:
 - 11.3.a you do so as principal and not as our agent; and
 - 11.3.b title to the Goods shall pass from us to you immediately before the time at which resale by you occurs.
- 11.4 If before title to the Goods passes to you, and you become subject to any of the events listed in clause 15.1, then, without limiting any other right or remedy we may have:
 - 11.4.a your right to resell the Goods or use them in the ordinary course of your business ceases immediately; and
 - 11.4.b we may at any time:
 - (a) require you to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product; and
 - (b) if you fail to do so promptly, enter your premises or those of any third party where the Goods are stored in order to recover them.

12. OUR WARRANTY FOR THE GOODS

- 12.1 The Goods are primarily intended for use within the UK. We do not warrant that the Goods comply with the laws, regulations or standards outside the UK.
- 12.2 We provide a warranty that on delivery the Goods shall:
 - 12.2.a subject to clause 3, conform in all material respects with their description;
 - 12.2.b be free from material defects in design, material and workmanship; and
 - 12.2.c be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

- 12.3 We further warrant the Goods in accordance with the terms of our Product Warranty document which sets out additional warranty details for each type of our Goods and how to make a warranty claim. The Product Warranty document is available on Hurst Live when viewing our Goods and will be issued to you upon opening an account. It can also be provided upon request.
- 12.4 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 12.5 These Terms also apply to any repaired or replacement Goods supplied by us to you.

13. OUR LIABILITY: your attention is particularly drawn to this clause

- 13.1 Nothing in these Terms limits or excludes our liability for:
- 13.1.a death or personal injury caused by our negligence;
 - 13.1.b fraud or fraudulent misrepresentation;
 - 13.1.c breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
 - 13.1.d any other liability that cannot be limited or excluded by law.
- 13.2 Subject to clause 13.1, we will under no circumstances be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- 13.2.a any loss of profits, sales, business, or revenue; or
 - 13.2.b loss or corruption of data, information or software; or
 - 13.2.c loss of business opportunity; or
 - 13.2.d loss of anticipated savings; or
 - 13.2.e loss of goodwill; or
 - 13.2.f any indirect or consequential loss.
- 13.3 Subject to clause 13.1, our total liability to you for all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will in no circumstances exceed the price of the Goods.
- 13.4 Except as expressly stated in these Terms, we do not give any representations, warranties or undertakings in relation to the Goods. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Goods are suitable for your purposes.

14. YOU MUST KEEP YOUR ACCOUNT DETAILS SAFE

- 14.1 You will have to create an account with a password to be able to order Goods through our online ordering portal (Hurst Live). You must treat such information as confidential. You must not disclose it to any third party.

- 14.2 We have the right to disable any account if in our reasonable opinion we believe you are allowing third parties to use your Hurst Live account or if we cease to be satisfied with how your customer account is being conducted.
- 14.3 If you know or suspect that anyone other than you knows your password, you must promptly notify us at info@hurstdoors.co.uk

15. TERMINATION

- 15.1 Without limiting any of our other rights, we may suspend the supply or delivery of the Goods to you, or terminate the Contract with immediate effect by giving written notice to you if:
- 15.1.a you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within 14 days of you being notified in writing to do so;
 - 15.1.b you fail to pay any amount due under the Contract on the due date for payment;
 - 15.1.c you take any step or action in connection with you entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - 15.1.d you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or
 - 15.1.e your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.
- 15.2 Termination of the Contract shall not affect your or our rights and remedies that have accrued as at termination.
- 15.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

16. EVENTS OUTSIDE OUR CONTROL

- 16.1 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 any act or event beyond our reasonable control (Event Outside Our Control).
- 16.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:
- 16.2.a we will contact you as soon as reasonably possible to notify you; and
 - 16.2.b our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Goods to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

- 16.3 You may cancel the Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact us. If you opt to cancel, you must pay for any Goods you have already received.

17. COMMUNICATIONS BETWEEN US

- 17.1 When we refer to “in writing” in these Terms, this includes email.
- 17.2 Any notice or other communication given by one of us to the other under or in connection with the Contract must be in writing and be delivered personally, sent by pre-paid first class post or other next working day delivery service, or email.
- 17.3 A notice or other communication is deemed to have been received:
- 17.3.a if delivered personally, on signature of a delivery receipt or at the time the notice is left at the proper address;
 - 17.3.b if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; or
 - 17.3.c if sent by email, at 9.00 am the next working day after transmission.
- 17.4 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was correctly sent to the specified email address of the addressee.
- 17.5 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

18. HOW WE USE YOUR PERSONAL INFORMATION (DATA PROTECTION)

- 18.1 All personal information that we may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and your rights under GDPR.
- 18.2 For complete details of our collection, processing, storage and retention of personal data, including but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, the details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to our Privacy Policy which is available upon request.

19. INTELLECTUAL PROPERTY RIGHTS

- 19.1 All intellectual property in documents, drawings, calculations, brochures and instructive matters furnished by us to you in connection with the Contract are and shall remain the property of Hurst Doors and you shall have no licence to use nor any right to copy or disclose to any third party (save where necessary in the ordinary course of your business and subject to clause 19.2) such materials without our written consent.
- 19.2 You agree that you shall not represent to your customers that you sell Goods manufactured by us after you have ceased to purchase such Goods from us on a regular basis and in such event, you shall return to us all sales literature relating to the Goods manufactured by us.

20. GENERAL

20.1 Assignment and transfer.

20.1.a We may assign or transfer our rights and obligations under the Contract to another entity.

20.1.b You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.

20.2 **Variation.** Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).

20.3 **Waiver.** If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.

20.4 **Severance.** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

20.5 **Third party rights.** The Contract is between you and us. No other person has any rights to enforce any of its terms.

20.6 **Governing law and jurisdiction.** This Contract is governed by English law and each party irrevocably agrees to submit all disputes arising out of or in connection with this Contract to the exclusive jurisdiction of the English courts.