

Terms and conditions - Certass Limited websites

This document contains the following terms, conditions and policy documents:

- Online Orders
- Privacy Policy
- Use of website content

Online Orders

Please read all these terms and conditions.

As we can accept your order and make a legally enforceable agreement without further reference to you, you must read these terms and conditions to make sure that they contain all that you want and nothing that you are not happy with. If you are not sure about anything, just phone us on 01292 292 099.

Application

1. These Terms and Conditions will apply to the purchase of the goods by you (the **Customer** or **you**). We are Certass Limited a company registered in England and Wales under number 4350234 whose registered office is at First Floor, 14 Castle Street, Liverpool, L2 0NE and whose trading address is Certass Limited, PO Box 26332, Ayr, KA7 9BJ with email address info@certass.co.uk; telephone number 01292292099; (the **Supplier** or **us** or **we**).
2. These are the terms on which we sell all Goods to you. By ordering any of the Goods, you agree to be bound by these Terms and Conditions. Before placing an order on the Website, you will be asked to agree to these Terms and Conditions by clicking on the button marked 'I Accept'. If you do not click on the button, you will not be able to complete your Order. You can only purchase the Goods from the Website if you are eligible to enter into a contract and are at least 18 years old.

Interpretation

3. **Consumer** means an individual acting for purposes which are wholly or mainly outside his or her trade, business, craft or profession;
4. **Contract** means the legally-binding agreement between you and us for the supply of the Goods;
5. **Delivery Location** means the Supplier's premises or other location where the Goods are to be supplied, as set out in the Order;
6. **Durable Medium** means paper or email, or any other medium that allows information to be addressed personally to the recipient, enables the recipient to store the information in a way accessible for future reference for a period that is long enough for the purposes of the information, and allows the unchanged reproduction of the information stored;
7. **Goods** means the goods advertised on the Website that we supply to you of the number and

description as set out in the Order;

8. **Order** means the Customer's order for the Goods from the Supplier as submitted following the step by step process set out on the Website;
9. **Privacy Policy** means the terms which set out how we will deal with confidential and personal information received from you via the Website;
10. **Website** means our website www.certass.co.uk on which the Goods are advertised.

Goods

11. The description of the Goods is as set out in the Website, catalogues, brochures or other form of advertisement. Any description is for illustrative purposes only and there may be small discrepancies in the size and colour of the Goods supplied.
12. In the case of any Goods made to your special requirements, it is your responsibility to ensure that any information or specification you provide is accurate.
13. All Goods which appear on the Website are subject to availability.
14. We can make changes to the Goods which are necessary to comply with any applicable law or safety requirement. We will notify you of these changes.

Personal information

15. We retain and use all information strictly under the Privacy Policy.
16. We may contact you by using e-mail or other electronic communication methods and by pre-paid post and you expressly agree to this.

Basis of Sale

17. The description of the Goods in our website does not constitute a contractual offer to sell the Goods. When an Order has been submitted on the Website, we can reject it for any reason, although we will try to tell you the reason without delay.
18. The Order process is set out on the Website. Each step allows you to check and amend any errors before submitting the Order. It is your responsibility to check that you have used the ordering process correctly.
19. A Contract will be formed for the sale of Goods ordered only when you receive an email from us confirming the Order (**Order Confirmation**). You must ensure that the Order Confirmation is complete and accurate and inform us immediately of any errors. We are not responsible for any inaccuracies in the Order placed by you. By placing an Order you agree to us giving you confirmation of the Contract by means of an email with all information in it (ie the Order Confirmation). You will receive the Order Confirmation within a reasonable time after making the Contract, but in any event not later than the delivery of any Goods supplied under the Contract.
20. Any quotation is valid at the time of order only, unless we expressly withdraw it at an earlier time.

21. No variation of the Contract, whether about description of the Goods, Fees or otherwise, can be made after it has been entered into unless the variation is agreed by the Customer and the Supplier in writing.
22. We intend that these Terms and Conditions apply only to a Contract entered into by you as a Consumer. If this is not the case, you must tell us, so that we can provide you with a different contract with terms which are more appropriate for you and which might, in some respects, be better for you, eg by giving you rights as a business.

Price and Payment

23. The price of the Goods and any additional delivery or other charges is that set out on the Website at the date of the Order or such other price as we may agree in writing.
24. Orders charges using our online payment gateway include VAT at the rate applicable at the time of the Order.
25. You must pay by submitting your credit or debit card details with your Order and we can take payment immediately or otherwise before delivery of the Goods.

Security policy

26. Our Payment Service Provider is Sage Pay (formerly Protix) – the largest independent payment service provider (PSP) in the UK and Ireland.
27. Sage Pay provides a secure payment gateway (Level 1 PCI DSS), processing payments for thousands of online businesses, including ours. It is Sage Pay's utmost priority to ensure that transaction data is handled in a safe and secure way.
28. Sage Pay uses a range secure methods such as fraud screening, I.P address blocking and 3D secure. Once on the Sage Pay systems, all sensitive data is secured using the same internationally recognised 256-bit encryption standards.
29. Sage Pay is PCI DSS (Payment Card Industry Data Security Standard) compliant to the highest level and maintains regular security audits. They are also regularly audited by the banks and banking authorities to ensure that their systems are impenetrable.
30. Sage Pay is an active member of the PCI Security Standards Council (PCI SSC) that defines card industry global regulation.
31. In addition, you know that your session is in a secure encrypted environment when you see https:// in the web address, and/or when you see the locked padlock symbol alongside the URL.
32. So when buying through our site, you can be sure that you are completely protected.

Delivery

33. We will deliver the Goods, either electronically or to the Delivery Location by the time or within the agreed period or, failing any agreement, without undue delay and, in any event, not more than 30 days after the day on which the Contract is entered into.
34. In any case, regardless of events beyond our control, if we do not deliver the Goods on time, you can (in addition to any other remedies) treat the Contract at an end if:
 - a. we have refused to deliver the Goods, or if delivery on time is essential taking into account all the relevant circumstances at the time the Contract was made, or you said to us before the

Contract was made that delivery on time was essential; or

- b. after we have failed to deliver on time, you have specified a later period which is appropriate to the circumstances and we have not delivered within that period.

NOTE: This excludes business to business sales where the service is a 'Joining Fee' for our Certification scheme. This fee is non-refundable after 24-hour cancellation period has expired.

- 35. If you treat the Contract at an end, we will (in addition to other remedies) promptly return all payments made under the Contract.
- 36. If you were entitled to treat the Contract at an end, but do not do so, you are not prevented from cancelling the Order for any Goods or rejecting Goods that have been delivered and, if you do this, we will (in addition to other remedies) without delay return all payments made under the Contract for any such cancelled or rejected Goods. If the Goods have been delivered, you must return them to us or allow us to collect them from you and we will pay the costs of this.
- 37. If any Goods form a commercial unit (a unit is a commercial unit if division of the unit would materially impair the value of the goods or the character of the unit) you cannot cancel or reject the Order for some of those Goods without also cancelling or rejecting the Order for the rest of them.
- 38. We do not generally deliver to addresses outside England and Wales, Scotland, Northern Ireland, the Isle of Man and Channels Islands. If, however, we accept an Order for delivery outside that area, you may need to pay import duties or other taxes, as we will not pay them.
- 39. You agree we may deliver the Goods in instalments if we suffer a shortage of stock or other genuine and fair reason, subject to the above provisions and provided you are not liable for extra charges.
- 40. If you or your nominee fail, through no fault of ours, to take delivery of the Goods at the Delivery Location, we may charge the reasonable costs of storing and redelivering them.
- 41. The Goods will become your responsibility from the completion of delivery or Customer collection. You must, if reasonably practicable, examine the Goods before accepting them.

Risk and Title

- 42. Risk of damage to, or loss of, any Goods will pass to you when the Goods are delivered to you.
- 43. You do not own the Goods until we have received payment in full. If full payment is overdue or a step occurs towards your bankruptcy, we can choose, by notice to cancel any delivery and end any right to use the Goods still owned by you, in which case you must return them or allow us to collect them.

Withdrawal, returns and cancellation

- 44. You can withdraw the Order by telling us before the Contract is made, if you simply wish to change your mind and without giving us a reason, and without incurring any liability.
- 45. This is a **distance contract** (as defined below) which has the cancellation rights (**Cancellation Rights**) set out below. These Cancellation Rights, however, do not apply, to a contract for the following goods (with no others) in the following circumstances:

- a. goods that are made to your specifications or are clearly personalised; This includes Building Regulation Compliance Certificates
- b. Certass Joining Fees for any our Certification schemes may be cancelled where made in error for a period of 24 hours from order. After this time the assessment process begins and is non-refundable.

Right to cancel

46. Subject as stated in these Terms and Conditions, you can cancel this contract within 14 days without giving any reason.
47. The cancellation period will expire after 14 days from the day on which you acquire, or a third party, other than the carrier indicated by you, acquires physical possession of the last of the Goods. In a contract for the supply of goods over time (ie subscriptions), the right to cancel will be 14 days after the first delivery.
48. To exercise the right to cancel, you must inform us of your decision to cancel this Contract by a clear statement setting out your decision (eg a letter sent by post, fax or email). You can use the attached model cancellation form, but it is not obligatory. In any event, you must be able to show clear evidence of when the cancellation was made, so you may decide to use the model cancellation form.
49. You can also electronically fill in and submit the model cancellation form or any other clear statement of the Customer's decision to cancel the Contract on our website www.certass.co.uk. If you use this option, we will communicate to you an acknowledgement of receipt of such a cancellation in a Durable Medium (eg by email) without delay.
50. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effects of cancellation in the cancellation period

51. Except as set out below, if you cancel this Contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

Deduction for Goods supplied

52. We may make a deduction from the reimbursement for loss in value of any Goods supplied, if the loss is the result of unnecessary handling by you (ie handling the Goods beyond what is necessary to establish the nature, characteristics and functioning of the Goods: eg it goes beyond the sort of handling that might be reasonably allowed in a shop). This is because you are liable for that loss and, if that deduction is not made, you must pay us the amount of that loss.

Timing of reimbursement

53. If we have not offered to collect the Goods, we will make the reimbursement without undue delay, and not later than:
 - a. 14 days after the day we receive back from you any Goods supplied, or

- b. (if earlier) 14 days after the day you provide evidence that you have sent back the Goods.
54. If we have offered to collect the Goods or if no Goods were supplied, we will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this Contract.
55. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

Returning Goods

56. If you have received Goods in connection with the Contract which you have cancelled, you must send back the Goods or hand them over to us at Certass Limited, PO Box 26332, Ayr, KA7 9BJ without delay and in any event not later than 14 days from the day on which you communicate to us your cancellation of this Contract. The deadline is met if you send back the Goods before the period of 14 days has expired. You agree that you will have to bear the cost of returning the Goods.
57. For the purposes of these Cancellation Rights, these words have the following meanings:
- a. **distance contract** means a contract concluded between a trader and a consumer under an organised distance sales or service-provision scheme without the simultaneous physical presence of the trader and the consumer, with the exclusive use of one or more means of distance communication up to and including the time at which the contract is concluded;
 - b. **sales contract** means a contract under which a trader transfers or agrees to transfer the ownership of goods to a consumer and the consumer pays or agrees to pay the price, including any contract that has both goods and services as its object.

Conformity

58. We have a legal duty to supply the Goods in conformity with the Contract, and will not have conformed if it does not meet the following obligation.
59. Upon delivery, the Goods will:
- a. be of satisfactory quality;
 - b. be reasonably fit for any particular purpose for which you buy the Goods which, before the Contract is made, you made known to us (unless you do not actually rely, or it is unreasonable for you to rely, on our skill and judgment) and be fit for any purpose held out by us or set out in the Contract; and
 - c. conform to their description.
60. It is not a failure to conform if the failure has its origin in your materials.

Successors and our sub-contractors

61. Either party can transfer the benefit of this Contract to someone else, and will remain liable to the other for its obligations under the Contract. The Supplier will be liable for the acts of any sub-

contractors who it chooses to help perform its duties.

Circumstances beyond the control of either party

62. In the event of any failure by a party because of something beyond its reasonable control:
- a. the party will advise the other party as soon as reasonably practicable; and
 - b. the party's obligations will be suspended so far as is reasonable, provided that that party will act reasonably, and the party will not be liable for any failure which it could not reasonably avoid, but this will not affect the Customer's above rights relating to delivery and any right to cancel, below.

Excluding liability

63. The Supplier does not exclude liability for: (i) any fraudulent act or omission; or (ii) for death or personal injury caused by negligence or breach of the Supplier's other legal obligations. Subject to this, the Supplier is not liable for (i) loss which was not reasonably foreseeable to both parties at the time when the Contract was made, or (ii) loss (eg loss of profit) to the Customer's business, trade, craft or profession which would not be suffered by a Consumer - because the Supplier believes the Customer is not buying the Goods wholly or mainly for its business, trade, craft or profession.

Governing law, jurisdiction and complaints

64. The Contract (including any non-contractual matters) is governed by the law of England and Wales.
65. Disputes can be submitted to the jurisdiction of the courts of England and Wales.
66. We try to avoid any dispute, so we deal with complaints in the following way: If a dispute occurs customers should contact us to find a solution. We will aim to respond with an appropriate solution within 7 days.

Attribution

67. These terms and conditions were created using a document from Rocket Lawyer (<https://www.rocketlawyer.co.uk>).

Model cancellation Form

To

Certass Limited
PO Box 26332
Ayr
KA7 9BJ

Email address: info@certass.co.uk

Telephone number: 01292292099

I/We[*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]
[for the supply of the following service [*], Ordered on [*/received on
[*]_____ (date received)

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s) (only if this form is notified on paper)

Date

Privacy policy

Details of our privacy and cookie policy can be found at <http://www.certass.co.uk/cookie-policy/>

Use of website content

Introduction

These terms and conditions apply between you, the User of this Website (including any sub-domains, unless expressly excluded by their own terms and conditions), and Certass Limited, the owner and operator of this Website. Please read these terms and conditions carefully, as they affect your legal rights. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the Website. If you do not agree to be bound by these terms and conditions, you should stop using the Website immediately.

In these terms and conditions, **User** or **Users** means any third party that accesses the Website and is not either (i) employed by Certass Limited and acting in the course of their employment or (ii) engaged as a consultant or otherwise providing services to Certass Limited and accessing the Website in connection with the provision of such services.

You must be at least 18 years of age to use this Website. By using the Website and agreeing to these terms and conditions, you represent and warrant that you are at least 18 years of age.

Intellectual property and acceptable use

1. All Content included on the Website, unless uploaded by Users, is the property of Certass Limited, our affiliates or other relevant third parties. In these terms and conditions, Content means any text, graphics, images, audio, video, software, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on or forms part of this Website, including any such content uploaded by Users. By continuing to use the Website you acknowledge that such Content is protected by copyright, trademarks, database rights and other intellectual property rights. Nothing on this site shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the site without the owner's prior written permission
2. You may, for your own personal, non-commercial use only, do the following:
 - a. retrieve, display and view the Content on a computer screen
3. You must not otherwise reproduce, modify, copy, distribute or use for commercial purposes any Content without the written permission of Certass Limited.

Prohibited use

4. You may not use the Website for any of the following purposes:
 - a. in any way which causes, or may cause, damage to the Website or interferes with any other person's use or enjoyment of the Website;

- b. in any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order;
- c. making, transmitting or storing electronic copies of Content protected by copyright without the permission of the owner.

Links to other websites

- 5. This Website may contain links to other sites. Unless expressly stated, these sites are not under the control of Certass Limited or that of our affiliates.
- 6. We assume no responsibility for the content of such Websites and disclaim liability for any and all forms of loss or damage arising out of the use of them.
- 7. The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them.

Availability of the Website and disclaimers

- 8. Any online facilities, tools, services or information that Certass Limited makes available through the Website (the **Service**) is provided "as is" and on an "as available" basis. We give no warranty that the Service will be free of defects and/or faults. To the maximum extent permitted by the law, we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality. Certass Limited is under no obligation to update information on the Website.
- 9. Whilst Certass Limited uses reasonable endeavours to ensure that the Website is secure and free of errors, viruses and other malware, we give no warranty or guaranty in that regard and all Users take responsibility for their own security, that of their personal details and their computers.
- 10. Certass Limited accepts no liability for any disruption or non-availability of the Website.
- 11. Certass Limited reserves the right to alter, suspend or discontinue any part (or the whole of) the Website including, but not limited to, any products and/or services available. These terms and conditions shall continue to apply to any modified version of the Website unless it is expressly stated otherwise.

Limitation of liability

- 12. Nothing in these terms and conditions will: (a) limit or exclude our or your liability for death or personal injury resulting from our or your negligence, as applicable; (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; or (c) limit or exclude any of our or your liabilities in any way that is not permitted under applicable law.
- 13. We will not be liable to you in respect of any losses arising out of events beyond our reasonable control.
- 14. To the maximum extent permitted by law, Certass Limited accepts no liability for any of the following:
 - a. any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, goodwill or commercial opportunities;

- b. loss or corruption of any data, database or software;
- c. any special, indirect or consequential loss or damage.

General

15. You may not transfer any of your rights under these terms and conditions to any other person. We may transfer our rights under these terms and conditions where we reasonably believe your rights will not be affected.
16. These terms and conditions may be varied by us from time to time. Such revised terms will apply to the Website from the date of publication. Users should check the terms and conditions regularly to ensure familiarity with the then current version.
17. These terms and conditions contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to the terms and conditions.
18. The Contracts (Rights of Third Parties) Act 1999 shall not apply to these terms and conditions and no third party will have any right to enforce or rely on any provision of these terms and conditions.
19. If any court or competent authority finds that any provision of these terms and conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these terms and conditions will not be affected.
20. Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
21. These terms and conditions will be governed by and interpreted according to English law. All disputes arising under these terms and conditions will be subject to the exclusive jurisdiction of the English courts.

Certass Limited details

22. Certass Limited is a company incorporated in England and Wales with registered number 4350234 whose registered address is First Floor, 14 Castle Street, Liverpool, L2 0NE and it operates the Website www.certass.co.uk. The registered VAT number is GB886 3987 46.

You can contact Certass Limited by email on info@certass.co.uk.

Attribution

23. These terms and conditions were created using a document from Rocket Lawyer (<https://www.rocketlawyer.co.uk>).