



incorporating



Head Office: Dowco House, Innsworth Technology Park, Innsworth Lane, Gloucester GL3 1DL  
Accounts Telephone: 01452 730028 Accounts Fax: 01452 731384  
Accounts Email: accounts@grouphes.com Company No. 1520958 VAT No. GB 275135753.

# Terms and Conditions

## Group HES Ltd Terms and Conditions of Sale. V091.0

### 1. INTERPRETATION

In these Terms:

“the Company” means Group HES Ltd (registered in England and Wales with company registration number 1520958) or the relevant subsidiary of Group HES Ltd who issues the Quotation.

“Contract” means the contract for the supply of Goods Services. “Goods” means the goods (including any instalment of the goods or any part of them and any replacement parts supplied as part of the Services) (if any) described in the Order.

“Order” means the Customer’s purchase order.

“Price” means the price of the Goods and/or the charge for the Services set out in the Quotation together with any other amounts recoverable under these Terms.

“Quotation” means the quotation delivered to the Customer in response to an inquiry.

“Customer” means the person so described in the Order.

“Services” means the services (if any) described in the Order.

“Specification” includes any plans, drawings, data or other information relating to the Goods or Services.

“Terms” means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms agreed in Writing between the Company and the Customer.

“Writing” and any similar expression, includes facsimile transmission and comparable means of communication, including electronic mail.

“Credit Reference Agencies” means Experian Limited and/or any other organisation that maintains and provides information concerning the credit history of any person.

“Data Subjects” means (1) the Customer, (2) where the Customer is a company, the directors of that company, (3) where the Customer is a partnership, the partners of that partnership, (4) where the Customer is a limited liability partnership, the members of that limited liability partnership and (5) where the Customer is a business conducted by an individual, that individual.

“Group Company” means the Company and any holding company of the Company from time to time and any subsidiary from time to time of any such holding company.

### 2. QUOTATIONS

**2.1.** The Quotation will not be valid unless it is issued by an authorised representative of the Company. The Quotation will be valid for the period stated and may be amended, withdrawn or cancelled by the Company at any time by Written notice.

**2.2.** The Quotation is for all of the Goods and/or Services referred to in the Quotation. Any order for only part of the Goods and/or Services forming the subject of the Quotation may, at the Company’s discretion, be subject to a revised quotation.

**2.3.** Any typographical or clerical error or omission in any sales literature, Quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.

### 3. FORMATION OF CONTRACT

**3.1.** All Goods and Services are offered and all contracts are entered into subject to these Terms. All other terms and conditions whatsoever are excluded from the Contract or any variation thereof unless accepted by a Director of the Company in writing.

**3.2.** These Terms will be incorporated into any Contract between the Company and the Customer to the exclusion of any terms or conditions stipulated or referred to by the Customer unless accepted in Writing by the Company. Any dealings with the Company following receipt by the Customer of notice of these Terms will automatically be deemed acceptance thereof and the basis for all future contracts unless expressly otherwise agreed by a Director of the Company in Writing.

**3.3.** The Quotation constitutes an invitation to treat and the Order constitutes an offer to purchase the Goods and/or Services from the Company subject to the Terms.

**3.4.** The Order cannot be cancelled or varied after being accepted by the Company except with its Written consent and the agreement of the Customer to pay all the costs incurred by the Company in connection with or prior to the cancellation or variation.

#### **4. PERFORMANCE AND DELIVERY**

**4.1.** The Company will perform the Services using reasonable skill and care.

**4.2.** Delivery of the Goods to the Customer shall be as specified in the Quotation.

**4.3.** Carriage and packing charges will always apply unless otherwise notified to the Customer in Writing.

**4.4.** The Company shall endeavour to adhere to delivery dates quoted by the Company, but shall not be liable in any respect for failure to deliver or perform by any such date or for any costs, damage or losses, direct or indirect, incurred by the Customer or any other person due to such failure.

**4.5.** Performance of the Contract will proceed upon acceptance of an Order by the Company but will in every case be dependant upon prompt delivery of all necessary information, drawings, final instructions and approvals by the Customer to the Company.

**4.6.** Where the Customer collects or arranges collection of the Goods from the Company's premises, it will be at the sole risk of the Customer or its agent save to the extent that any claim arises from the Company's negligence resulting in personal injury or death.

**4.7.** Where delivery or performance is postponed otherwise than due to default by the Company or if the Customer fails to take delivery on the agreed delivery date or, if no specific delivery date has been agreed, when the Goods are ready for despatch, the Customer will pay all costs and expenses including a reasonable charge for storage, insurance and transportation costs and all necessary work undertaken by the Company on the Goods incurred in connection with the delay.

**4.8.** The Company may postpone or cancel any delivery or performance either in whole or in part pending payment of any sum not paid in accordance with these Terms and due from the Customer to the Company or any other company within the Group HES Ltd group of companies either under the Contract or under any other contract, but without prejudice to any other rights or remedies which the Company may have against the Customer.

**4.9.** Failure by the Customer to take delivery of, or to make payment by the due date in respect of, any one or more instalments of Goods or any Services performed will entitle the Company to treat the Contract as repudiated by the Customer.

**4.10.** Unless otherwise specified in a Quotation, the Customer shall be responsible for the installation, operation and maintenance of the Goods and shall be responsible for requesting guidance in relation thereto from the Company. The Company shall be entitled to make a reasonable charge for the provision of any such guidance.

#### **5. PRICE**

**5.1.** The Price of the Goods and/or the Services shall be stated in the Quotation unless otherwise agreed in Writing by the Company and shall be subject to fluctuation at the Company's sole discretion in the event of any increase in the cost of labour, materials, overheads, transport, taxes, duties or any other costs whatsoever affecting the manufacture or delivery of the Goods or the performance of the Services and any fluctuations in exchange rates affecting the cost of imported goods or prices quoted other than in sterling. Any increase in such costs during the period of the Contract will be added to the Price.

**5.2.** In the event of any variation to the Order being requested by the Customer and agreed by the Company, a revised Quotation within the original terms of validity, will be provided by the Company.

**5.3.** The Company will be entitled to make an adjustment to the Price in the event that:

**5.3.1.** the Order is not accompanied by sufficient information or drawings to enable work to commence forthwith;

**5.3.2.** the information accompanying the Order does not provide a full and accurate description of the work involved; or

**5.3.3.** delay is caused by the Customer's instructions or lack of instructions.

**5.4.** The cost of delivery, carriage and packaging will, unless otherwise stated in the Quotation, be charged extra and is not refundable.

**5.5.** Where the Price includes the whole or part of the cost of any tooling the Customer acknowledges that the intellectual property rights in such tooling will have vested in the Company and that the Customer has no claim to or rights therein

**5.6.** Any alterations in price by the Company will be notified to the Customer via a revised Quotation within the original terms of validity.

#### **6. TERMS OF PAYMENT**

**6.1.** The Company will be entitled to submit its invoice on or at any time after the despatch of the Goods from the Company's premises, or completion (in part or in full) of any Service work undertaken or as otherwise specified in the Quotation.

**6.2.** Settlement of accounts are to be no later than the end of the calendar month following the month in which the invoice is issued unless otherwise agreed in Writing.

**6.3.** All payments made to the Company must be in sterling (unless another currency has been otherwise agreed) at the address shown on the Company's invoice or direct to the Company's bank account. Payment

will not be deemed to have been received by the Company until the full amount is credited to the Company's bank account.

**6.4.** Where Goods are delivered by instalments the Company may invoice each instalment separately for part of the Price and the Customer will pay such invoices in accordance with these Terms.

**6.5.** The Customer will pay all amounts owing to the Company in full and will not exercise any rights of set off or counterclaim against invoices submitted.

**6.6.** In the event of default in payment by the Customer the Company will be entitled, without prejudice to any other right or remedy, to charge the Customer interest (on a daily basis and compounded monthly) on the amount unpaid, at the rate of 4% per annum above the base rate of the Bank of England until payment is made in full, as well after as before judgment.

## **7. RISK AND TITLE IN GOODS**

**7.1.** Risk will pass to the Customer, so that the Customer is responsible for all loss, damage or deterioration to the Goods when the Goods leave the premises of the Company.

**7.2.** Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms, title to the Goods will only pass to the Customer upon the happening of any one of the following events:

**7.2.1.** the Customer has paid to the Company all sums due and payable by it to the Company for all Goods whatsoever supplied under the Contract; or

**7.2.2.** when the Company serves on the Customer notice in Writing specifying that title in the Goods has passed.

**7.3.** Until such time as the title in the Goods passes to the Customer, the Customer will be entitled to resell or use the Goods in the ordinary course of its business but such right may be terminated immediately upon notice by the Company to the Customer and if the Customer is then in possession of the Goods the Customer will forthwith return the same to the Company free of charge and in any event will cease to be in possession of the same with the consent of the Company. In the event of sale of the Goods by the Customer, it shall hold upon trust for the Company so much of the proceeds of the sale received by the Customer as shall be equal to the sum due to the Company for the Goods.

**7.4.** The Company may recover Goods in respect of which title has not passed to the Customer at any time and the Customer hereby irrevocably authorises the Company to enter upon any premises of the Customer or of any third party, to the extent that the Customer is able to grant such authorisation, where the Goods are stored, with or without vehicles, for the purpose of repossessing any Goods in respect of which title has not passed to the Customer.

**7.5.** The Customer will not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Company, but if the Customer attempts to do so, all monies owing by the Customer to the Company will (without prejudice to any other right or remedy of the Company) immediately become due and payable.

## **8. SAMPLES AND DESCRIPTIONS**

**8.1.** The provision by the Company of samples for analysis by the Customer or the inspection of samples by the Customer will not render any sale a sale by sample.

**8.2.** No guarantee or warranty is given that the Goods will correspond exactly to the description or sample and the use of any description or sample will not constitute the Contract a sale by description or sample or a sale by sample and description.

## **9. PRE-DELIVERY TESTING AND INSPECTION**

**9.1.** To the extent required or permitted by the Contract the Customer or its authorized agent will be entitled to test or inspect the Goods prior to their delivery. If this right is not exercised within 7 days of notification to the Customer of readiness for inspection or testing or where the Customer does not within 3 days after inspection or testing notify the Company in Writing of its lack of satisfaction then the Customer will be conclusively deemed to have accepted the Goods and to have agreed that the Goods are fully in conformity with the Contract. Any costs incurred in carrying out such testing or inspection including the provision of consumable items will be charged extra to the Customer.

## **10. SHORT DELIVERY AND DEFECTS APPARENT ON INSPECTION AT DELIVERY**

**10.1.** Without prejudice to clause 9, the Customer will have no claim for shortages, defects or other damage apparent on visual inspection unless:

**10.1.1.** the Customer inspects the Goods within 5 working days of delivery and notifies the Company of the claim orally within such period; and

**10.1.2.** a Written complaint is made to the Company within 14 days; and

**10.1.3.** the Company is given an opportunity to inspect the Goods and packaging, and to investigate any complaint before any use of, or alteration to, or interference with the Goods.

**10.2.** Failure to comply with clause 10.1 will mean that the Goods will be deemed to be in all respects in accordance with the Contract. If short delivery does take place, the Customer will not reject the Goods but will accept the Goods delivered as part performance of the Contract.

**10.3.** The Customer will have no claim for non-delivery unless a Written complaint is made to the Company within 14 days of the date of the Company's invoice.

**10.4.** Subject to compliance by the Customer with the requirements of clause 10, the Company will, at its option, repair or replace free of cost and within a reasonable time any Goods lost in transit or found to be defective or damaged on visual inspection. If the Company does so repair or replace the Goods, the

Customer will be bound to accept such repaired or replacement Goods and the Company will be under no further liability in respect of any loss or damage whatsoever arising from the delivery, or lack of delivery, or from any delay before the defective or damaged Goods are repaired or the replacement Goods are delivered.

**10.5.** The Customer cannot reject the Goods or the Services without giving the Company a reasonable time and opportunity to rectify any defects in or damage to the Goods or the Services. If the Company rectifies the defects in or damage to the Goods or the Services they shall be deemed to be in all respects in accordance with the Contract. If the Customer does become entitled to reject the Goods or the Services the Company will repay to the Customer any sums paid by the Customer in respect thereof but will be under no further liability in respect of its failure to perform or the consequences thereof. The Customer will in any event have no right to reject the Goods or the Services, or any part of them, on account of minor omissions or defects which do not materially affect the commercial use of the Goods or the commercial purpose of the Services.

## **11. WARRANTIES AND GUARANTEE**

**11.1.** The Company warrants that the Goods will comply with any Specifications specifically agreed by the Company in Writing. All other terms, warranties or conditions as to quality, description, fitness for purpose or otherwise (whether implied, statutory or otherwise) are excluded to the fullest extent permitted by law save as set out in clauses 11.2 and 11.3.

**11.2.** Without prejudice to clause 10, if the Customer shall, within 14 days of a defect being discovered and in any event within 12 months of the Goods being put into service or within 12 months of delivery (whichever is the earlier), give Written notice to the Company that a defect exists in the Goods and shall permit the Company to examine the Goods or, if so requested by the Company, shall return the Goods to the Company for examination. The Company will upon being satisfied by examination that the Goods are defective solely due to faulty materials or workmanship, at its sole discretion, either repair the defective Goods or take back the defective Goods and supply satisfactory substitute goods free of cost and within a reasonable time or make a full refund of the amount paid by the Customer in respect of the defective Goods.

**11.3.** The Company gives no guarantee and the Customer will not be entitled to any claim in respect of any repairs or alterations undertaken by the Customer without the prior specific Written consent of the Company nor in respect of any defect arising by reason of fair wear and tear or damage due to accident, neglect or misuse nor in respect of any defect in the design of the Goods or the performance of the Services in either case to the Customer's specification.

**11.4.** The Company will not be liable for loss or damage suffered by reason of use of the Goods after the Customer becomes aware of a defect or after circumstances arising which should reasonably have indicated to the Customer the existence of a defect.

**11.5.** The Company gives no guarantee and the Customer will not be entitled to any claim in respect of any defect arising by reason of:

**11.5.1.** any failure to install, operate or maintain the Goods in strict accordance with the Company's guidance and/or instructions and/or operational manuals (if any) supplied by the Company;

**11.5.2.** any failure to operate or maintain the Goods using competent personnel;

**11.5.3.** unsuitable lubricant, defective mounting or connection or any other factor causing a defect beyond the reasonable control of the Company.

**11.6.** The Customer acknowledges that some or all of the Goods will not have been manufactured by the Company and that warranty claims in respect of such Goods shall be passed on to, and handled by, the Company's supplier. The Company gives no guarantee in respect of Goods not of the Company's manufacture but will assign to the Customer its rights (if any) against its supplier and these rights will be taken in extinction of and in substitution for any rights which the Customer would otherwise have had against the Company. Further, in respect of any such Goods or component parts of the Goods the Company gives no assurance or guarantee whatsoever that the sale or use thereof will not infringe patent, copyright or other intellectual property rights of any other person, firm or company.

**11.7.** The Company shall be entitled to charge the Customer for (a) all costs associated with examining, testing and returning Goods where such Goods prove not to have been defective and (b) all costs associated with re-assembly of Goods dis-assembled during examination. Furthermore, the Company shall not be liable if any Goods are damaged during such examination and the Company shall be entitled to charge the Customer for repairing any such damage (where repair is possible), except in the case of the Company's gross negligence or wilful misconduct. The Company shall be entitled to dispose of any Goods returned by the Company for examination where such Goods prove not to be defective or are damaged beyond repair during examination, having afforded the Customer a reasonable opportunity of taking back such Goods and the Customer has failed to do so within 60 days.

**11.8.** All information and details contained in the Company's advertising, sales and technical literature are provided for guidance only and their accuracy is not guaranteed. No such data or information will form part of the Contract and the Company will not in any event be liable for any inaccuracies or omissions. Unless agreed by the Company in Writing the Company will be under no liability whatsoever in respect of any failure of the Goods to achieve indicative performance targets.

**11.9.** Any advice of the Company relating to the use of the Goods cannot be relied upon by the Customer and therefore at all times it is for the Customer to satisfy itself of the suitability of the Goods for its own particular purpose. Unless expressly agreed by the Company in Writing, the Company does not warrant that

the Goods are suitable for any particular purpose whether or not such purpose has been notified to the Company and any implied warranty or condition (statutory or otherwise) to that effect is excluded.

## **12. LIMIT OF LIABILITY**

**12.1.** The Company shall not exclude or limit liability for:

**12.1.1.** death or personal injury to the extent that the same results from the negligence or wilful default of the Company, its servants, agents or sub-contractors; or

**12.1.2.** fraudulent misrepresentation; or

**12.1.3.** any breach of any undertaking as to title, quiet possession and freedom from encumbrance implied by law.

**12.2.** Subject to the provisions of clause 12.1, the Company's total liability shall not exceed the applicable financial limit for each category of liability specified in clause 12.3.

**12.3.** Subject to the provisions of clause 12.4 the financial limits for each category of liability are as follows:

**12.3.1.** the Company's aggregate liability for loss or damage for which it carries public and product liability insurance shall be limited to the amount of such insurance cover; and

**12.3.2.** the Company's aggregate liability for all other loss shall be limited to the Price paid or payable in respect of the Goods or Services to which the relevant liability relates.

**12.4.** Subject to clause 12.1, the Company will not be liable for economic, indirect or consequential loss, howsoever caused, including, but not limited to, loss of profits, contribution to overheads, loss of business opportunities, loss of contracts, finance charges, loss of goodwill, loss of production, increased costs of labour and/or materials, or loss of or damage to property, loss of, damage to or corruption of data, and/or loss of the use of any equipment or process or loss of operational time or loss of availability.

**12.5.** The Company shall not be liable for any loss arising from (a) any Goods or component parts thereof subsequently becoming obsolete or (b) subsequent changes to the design or functionality of such Goods or component parts.

**12.6.** The provisions of this clause 12 shall survive the termination of each Contract howsoever arising.

## **13. DIMENSIONS**

**13.1.** The Company reserves the right to alter or change the specification of the Goods within reasonable limits having regard to the type and nature of the Goods. Dimensions stated by the Company are approximate unless the Customer has set out in the Order that the dimensions should comply with precise tolerances.

## **14. TERMINATION**

**14.1.** The Company reserves the right at any time by notice in Writing to the Customer to cancel the Contract for the supply of the Goods or the provision of the Services in the event of the Customer failing to approve forthwith any plans, specifications or other matter submitted to the Customer for such approval, but without prejudice to any other rights or remedies which the Company may have against the Customer.

**14.2.** If the Customer fails to take delivery of the Goods or accept performance of the Services when required, or makes default or commits a breach of any of its obligations under the Contract, or any other contract with the Company or any other company within the Group HES Ltd group of companies, or if the Customer commits any act of bankruptcy or under the provisions of Section 123 of the Insolvency Act 1986 is deemed to be unable to pay its debts or makes or offers to make any arrangement or composition with creditors or if any distress or execution or other legal process is levied upon any of the Customer's property or assets or in the event of a resolution being passed or proceedings commenced for the administration or liquidation of the Customer (other than for a voluntary winding up for the purpose of bona fide solvent reconstruction or amalgamation) or if a receiver or manager or administrator is appointed of all or any part of the Customer's assets or undertaking or any of the foregoing occurs in relation to any guarantor of the Customer's obligations under a Contract, the Company will be entitled without prejudice to any other right or remedy accrued or accruing to the Company to terminate the Contract in whole or in part by notice in Writing and to recover from the Customer any damages, costs and losses (including loss of profit) suffered or incurred by the Company arising directly or indirectly from such termination.

**14.3.** In the event of the performance of any obligation accepted by the Company being prevented, delayed, or in any way interfered with by:

**14.3.1.** act of God, explosion, flood, tempest, fire or accident;

**14.3.2.** war or threat of war, terrorism, sabotage, insurrection, civil disturbance or requisition;

**14.3.3.** acts, restrictions, regulations, bye-laws, prohibitions or measure of any kind on the part of any governmental parliamentary or local authority;

**14.3.4.** import or export regulations or embargoes;

**14.3.5.** strikes, lock-outs, or other industrial actions or trade disputes (whether involving employees of either the Company or the Customer or of a third party);

**14.3.6.** difficulties in obtaining raw materials, labour, fuel, parts or machinery;

**14.3.7.** power failure or breakdown in machinery;

**14.3.8.** non-delivery by the Company's suppliers or damage to or destruction of the whole or part of the Goods; or by any other cause beyond the Company's control, the Company may at its option suspend performance or terminate the Contract without liability for any damage or losses resulting from such suspension or termination being without prejudice to the Company's right to recover all sums owing to it in respect of Goods delivered, Services performed and costs incurred prior to the date thereof.

## **15. STATUTORY REQUIREMENTS**

**15.1.** The Customer will observe and comply with all statutes, regulations, enactments, bylaws, prohibitions or directions of any governmental, parliamentary or local authority in the United Kingdom or any other country or state in which the Goods are to be used or the Services are to be performed. The Customer will indemnify the Company in full against any losses, damages, claims, liabilities, costs and expenses which the Company may suffer or incur as a consequence of a breach of this clause.

## **16. LICENCES AND CONSENTS**

**16.1.** The Customer will be responsible for all consents, approvals, import or other licences, permissions or authorities required by any legislation or regulations whether in the United Kingdom or elsewhere and for any failure to obtain the same unless the Contract specifically provides otherwise. The Order will constitute a warranty and representation by the Customer that it has obtained every necessary consent, approval, licence, permit or authority that may be required in connection with the Goods and their supply to the Customer.

## **17. PRODUCT LIABILITY**

**17.1.** In respect of Goods supplied to the Customer for incorporation with, or use ancillary to, any composite products to be produced, manufactured, processed or supplied by the Customer or otherwise the Customer will indemnify the Company for all losses and damages (including all legal costs) that the Company may incur in the event that any claim or claims are made against the Company pursuant to the Consumer Protection Act 1987 relating to the said composite product or products of the Customer or other Goods supplied by the Company in circumstances in which the Goods supplied by the Company were either:

**17.1.1.** not the defective part of the said composite product, or

**17.1.2.** were only rendered the defective part or became a defective product by reason of actions or omissions of the Customer, or

**17.1.3.** were only rendered the defective part or became a defective product by reason of instructions or warnings given by the Customer or another supplier of the said composite product or products.

**17.2.** For the purposes of this term the word "defective" will be interpreted in accordance with the definition in the Consumer Protection Act 1987.

**17.3.** The Customer acknowledges that it is under a duty to pass on to its customers (where appropriate) all instructions, information and warnings supplied to it by the Company with the Goods.

## **18. GENERAL**

**18.1.** The Customer shall not assign or transfer to any other person any of its rights without the express consent of the Company, nor sub-contract any of its obligations under the Contract

**18.2.** A notice under these Terms must be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified under this provision to the party giving the notice.

**18.3.** No waiver by the Company of any breach of the Contract by the Customer will be considered as a waiver of any prior or subsequent breach of the same or any other provision.

**18.4.** The parties acknowledge and agree that the Contract confers no rights on any third party and the provisions of the Contracts (Rights of Third Parties) Act 1999 is excluded in its entirety.

**18.5.** If any provision of these Terms is held to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.

**18.6.** The Contract contains the entire agreement between the parties and the Customer acknowledges that it has not relied upon any oral or written representation made to it by the Company or its employees or agents unless recorded in the Quotation.

**18.7.** The Company reserves the right to revise these Terms at any time and such revised Terms shall apply to any Contract formed on or after the earlier of (a) the date of notification of such revised Terms to the Customer and (b) five days after such revised Terms have been posted on the Company's website.

**18.8.** The Contract shall be governed by the laws of England and Wales, and the Customer agrees to submit to the non-exclusive jurisdiction of the English courts.

## **19. DATA PROTECTION**

**19.1.** To help the Company decide whether to enter into a Contract and to help the Company manage the Customer's account, the Company may search any of the following records, namely the Data Subjects' personal and business records at Credit Reference Agencies, the Company's own records and those of any Group Company concerning Data Subjects and Data Subjects' records at UK or overseas fraud prevention agencies. A record of the Company's searches will be made and this will be available to other organisations who make similar searches. Credit Reference Agencies may supply to the Company both public (including electoral register) and shared credit and fraud prevention information. The Company may also use information it obtains from the Customer's performance of any other agreement or contract it has or has had with any Group Company. The Company may also use identity verification, credit scoring or other automated decision-making systems.

**19.2.** The Company will add to the Data Subjects' records with the Credit Reference Agencies by giving information relating to the Data Subjects, the Contract and information about the Customer's payment record. The Company will also tell them of any delay or default in payment or otherwise and any change of address the Customer fails to notify to the Company when any payment is overdue. It is important that Data Subjects supply accurate information to the Company. The Company may check Data Subjects' details with

fraud prevention agencies and if the Company is given false or inaccurate information or the Company suspects fraud, it will record this and may pass on this information to fraud prevention agencies and other organisations involved in crime and fraud prevention. Credit Reference Agencies and fraud prevention agencies may record any information supplied to them by the Company. Records remain on file for six years or other period permitted by applicable law.

**19.3.** This information may be supplied to, shared with and cross checked by other UK or overseas businesses and organisations (including any Group Company, lenders, Credit Reference Agencies, fraud prevention agencies, credit industry fraud avoidance networks and any other company that the Company may select from time to time):

**19.3.1.** to assess applications for credit and related services made by Data Subjects;

**19.3.2.** to trace debtors, recover debt, to prevent fraud and money laundering;

**19.3.3.** to make decisions about a Data Subject's account;

**19.3.4.** to carry out statistical analysis and market research;

**19.3.5.** for such other purposes required or permitted by law, including the Data Protection Act 1998.

**19.4.** The Company may also give information about Data Subjects to:

**19.4.1.** the Company's insurer;

**19.4.2.** anyone acting on the Company's behalf, including a Group Company;

**19.4.3.** any finance house;

**19.4.4.** companies or other bodies which maintain registers of assets and interests in them; and

**19.4.5.** credit industry fraud avoidance networks for the purpose of administration, underwriting and processing.

**19.5.** Fraud prevention agency records will also be shared with other organisations to help make decisions on credit proposals for Data Subjects. For these purposes the Company or they may make further searches.

**19.6.** Information held about Data Subjects by the Credit Reference Agencies may already be linked to records relating to one or more of their partners. For the purposes of the Contract, Data Subjects may be treated as financially linked and the Customer's application will be assessed with reference to any associated records. If the Customer is a joint applicant or a Data Subject has told the Company of some other financial association with another person, the Customer and applicable Data Subjects must be sure that they are entitled to disclose information about the applicable joint applicant and anyone referred to by them and authorise the Company to search, link or record information at Credit Reference Agencies about them and anyone referred to by them. An "association" between joint applicants and between applicants and anyone referred to by them a financial partner will be created at Credit Reference Agencies. This will link the financial records of applicants and all such persons, each of which will be taken into account in all future applications by any of the applicants and all such persons. This will continue until one of them successfully files a disassociation at the Credit Reference Agencies.

**19.7.** If a Customer has obtained credit from the Company and does not make payment when due, the Company will trace the Customer's whereabouts and recover debts.

**19.8.** The Company may contact Data Subjects from time to time with details of other products and services which it or third parties offer. For this purpose, the Company may make use of an automated decision making programme now and in the future. It may also give information about Data Subjects to any Group Company and any other person or company the Company selects from time to time so that they may use it for similar purposes. Data Subjects may be contacted by post, telephone, or other means. Data Subjects have a legal right to stop the Company from contacting them or giving their details to others for direct marketing purposes. Please write to the Company at our address at Group HES Limited, Dowco House, Innsworth Technology Park, Innsworth Lane, Gloucester GL3 1DL if you wish to exercise this right.

**19.9.** Data Subjects have a legal right to receive a copy of the information about them if they apply in writing to the address specified above. A fee will be payable.

**19.10.** By agreeing to these terms and conditions, Data Subjects accept that the Company may use information concerning them in the way described above.



How to find out more

Data Subjects can contact the three credit reference agencies currently operating in the UK. The information they hold may not be the same so it is worth contacting them all. They will charge a statutory fee.

CallCredit, Consumer Services Team, PO Box 491, Leeds, LS3 1WZ or call 0870 0601414

Equifax PLC, Credit File Advice Centre, PO Box 3001, Bradford, BD1 5US or call 0870 010 0583 or log on to [www.myequifax.co.uk](http://www.myequifax.co.uk)

Experian, Consumer Help Service, PO Box 8000, Nottingham NG80 7WF or call 0844 4818000 or log on to [www.experian.co.uk](http://www.experian.co.uk).