
STANDARD SERVICE TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions are the standard terms for the provision of services by PASS SPORT CONTROL LIMITED, trading as PASS SPORT CONTROL, a Private limited Company registered in England under number 04976257, whose registered address is 43 Lambs Farm Road, Horsham, West Sussex, RH12 4DB.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Business Day”	means any day other than a Saturday, Sunday or bank holiday;
“Calendar Day”	means any day of the year;
“Buyer”	means the person or entity who accepts a quotation from Us for the supply of Goods/Services
“Conditions”	means the terms of sale set out in this document and any special terms and conditions agreed in writing by Us
“Contract”	means the contract for the provision of Services, as explained in Clause 3;
“Deposit”	means an advance payment made to Us under sub-Clause 5.5;
“Month”	means a calendar month;
“Price”	means the price payable for the Services;
“Services”	means the services which are to be provided by Us to you as specified in your Order (and confirmed in Our Order Confirmation);
“Goods”	means the articles which the Buyer agrees to buy from Us
“Special Price”	means a special offer price payable for Services which We may offer from time to time;
“Order”	means your order for the Services;
“Order Confirmation”	means Our acceptance and confirmation of your Order as described in Clause 3;
“We/Us/Our”	means PASS SPORT CONTROL LIMITED, trading as PASS SPORT CONTROL, a Private limited Company registered in England under number 04976257, whose registered address is 43 Lambs Farm Road, Horsham, West Sussex, RH12 4DB

- 1.2 Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications whether sent by e-mail, text message, fax or other means.
- 1.3 1.2. Headings are for convenience only and shall not affect the construction of the Conditions

2. Information About Us

- 2.1 PASS SPORT CONTROL LIMITED, trading as PASS SPORT CONTROL, a Private limited Company registered in England under number 04976257, whose registered address is 43 Lambs Farm Road, Horsham, West Sussex, RH12 4DB
- 2.2 Our VAT number is 82441480.

3. The Contract

- 3.1 These Terms and Conditions govern the sale and provision of Services by Us and will form the basis of the Contract between Us and you. Before submitting an Order, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask Us for clarification.
- 3.2 Nothing provided by us including, but not limited to, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at our discretion, accept.
- 3.3 A legally binding contract between Us and you will be created upon our acceptance of your Order, indicated by Our Order Confirmation. Order Confirmations will be provided in writing.
- 3.4 We shall ensure that the following information is given or made available to you prior to the formation of the Contract between Us and you, save for where such information is already apparent from the context of the transaction:
 - 3.4.1 The main characteristics of the Services;
 - 3.4.2 Our identity (set out above in Clause 2) and contact details (as set out below in Clause 11);
 - 3.4.3 The total Price for the Services including taxes or, if the nature of the Services is such that the Price cannot be calculated in advance, the manner in which it will be calculated;
 - 3.4.4 The arrangements for payment, performance and the time by which (or within which) We undertake to perform the Services;
 - 3.4.5 Our complaints handling policy;
 - 3.4.6 Where applicable, details of after-sales services and commercial guarantees;
 - 3.4.7 The duration of the Contract, where applicable, or if the Contract is of indeterminate duration or is to be extended automatically, the conditions for terminating the Contract;

4. Orders & Quotations

- 4.1 All quotations and tenders are made by Us on the basis that the whole work quoted for will be ordered. The quotation is an estimate only, is based on information available to us at the date of the quotation and is subject to sight of materials and artwork to be supplied to the Company by the Buyer and with respect to any delay in performance, to any increase in costs between the date of quotation and the date of performance of the contract.
- a) Quotations are valid for a period of 30 days. The Company may extend the period for consideration of its quotation at its discretion.
 - b) All orders must be in writing and no contract shall exist between the Company and the Buyer until the Buyer's order has been accepted by the Company.
 - c) The Company reserves the right to amend quotations where typographical, clerical or other errors have been made and when confirmed job orders do not match the specifications of the original quotation.
- 4.2 All Orders for Services made by you will be subject to these Terms and Conditions.
- 4.3 You may change your Order at any time before We begin providing the Services by contacting Us.
- 4.4 If your Order is changed We will inform you of any change to the Price in writing.
- 4.5 No order which has been accepted by Us may be cancelled by the Buyer except with the Our prior written agreement and on terms that the Buyer shall indemnify Us in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by Us as a result of the cancellation.
- 4.6 We may cancel your Order at any time before We begin providing the Services due to the unavailability of required personnel or materials, or due to the occurrence of an event outside of Our reasonable control. If such cancellation is necessary, We will inform you as soon as is reasonably possible. If you have made any payments to Us under Clause 5 (including, but not limited to the Deposit), the payment(s) will be refunded as soon as is reasonably possible, and in any event within 14 Calendar Days of Us informing you of the cancellation. Cancellations will be confirmed in writing.

5. Price and Payment

- 5.1 In consideration of the Goods and/or Services provided by Us, We shall be entitled to invoice the Buyer on or at any time after provision of the Goods and/or Services. The price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to Us.
- 5.2 The Buyer shall also be charged for any preliminary work produced by Us at the Buyer's request whether experimentally or otherwise and any corrections made after the first proof and any other changes requested by the Buyer on or after the first proof.
- 5.3 Where mailing is to be undertaken as part of the Services by Us the cost of

postage shall be paid prior to the mailing being released. If the cost of postage is not paid within the specified time limit We shall have the right to withhold the mailing;

- 5.4 The Buyer shall pay the invoice within 30 days of the date of Our invoice and time of payment of the invoice shall be of the essence.
- 5.5 If payment is not made on the due date, We may charge the Buyer 5% interest per month on all overdue sums, before and after judgement on a day to day basis, from the date such sum became due until the date of actual payment to the Company of the sum with interest
- 5.6 Our Prices may change at any time but these changes will not affect Orders that We have already accepted.
- 5.7 If the rate of VAT changes between the date of your Order and the date of your payment, We will adjust the rate of VAT that you must pay. Changes in VAT will not affect any Prices where We have already received payment in full from you.
- 5.8 The Buyer shall indemnify Us against all costs and expenses (including any legal expenses on a full indemnity basis) incurred by Us in recovering sums due from the Buyer.
- 5.9 We accept the following methods of payment:
 - 5.9.1 Bacs/Fasterpayment;
 - 5.9.2 Paypal;
 - 5.9.3 Cheque;

6. Providing the Services

- 6.1 As required by law, We will provide the Services with reasonable skill and care, consistent with best practices and standards in the business card industry and in accordance with any information provided by Us about the Services and about Us.
- 6.2 We will begin providing the Services on the date confirmed in Our Order Confirmation and subject to receipt by Us of all information and materials to enable it to proceed with the contract and any applicable governmental or other consents.
 - 6.2.1 The Buyer shall:
 - a) ensure that all information or materials provided to Us complies with all applicable statutory requirements
 - b) check all copy and other work produced by Us to ensure that it is correct and that no false trade description and nothing misleading
 - c) the Buyer shall indemnify the Company against all costs claims liabilities penalties and expenses which the Company may incur by reason of its works being illegal, unlawful, infringing any copyright, trademark or other intellectual or other proprietary rights of any third party or is defamatory, obscene or the distribution of which may infringe postal or other regulations or which is in breach of any trade description or other legislation.

- 6.3 We will make every reasonable effort to complete the Services on time (and in accordance with your Order). We cannot, however, be held responsible for any delays if an event outside of Our control occurs. Please see Clause 9 for events outside of Our control.
- 6.4 If We require any information or action from you in order to provide the Services, We will inform you of this as soon as is reasonably possible.
- 6.5 If the information or action required of you under sub-Clause 6.2 is delayed, incomplete or otherwise incorrect, We will not be responsible for any delay caused as a result. If additional work is required from Us to correct or compensate for a mistake made as a result of incomplete or otherwise incorrect information or action on your part, We may charge you a reasonable additional sum for that work.
- 6.6 In certain circumstances, for example where there is a delay in you sending Us information or taking action required under sub-Clause 6.2, We may suspend the Services (and will inform you of that suspension in writing).
- 6.7 In certain circumstances, for example where We encounter a technical problem, We may need to suspend the Services in order to resolve the issue. Unless the issue is an emergency and requires immediate attention We will inform you in advance in writing before suspending the Services.
- 6.8 If the Services are suspended under sub-Clauses 6.6 or 6.7, you will not be required to pay for them during the period of suspension. You must, however, pay any invoices that you have already received from Us by their due date(s).
- 6.9 If you do not pay Us for the Services as required by Clause 5, We may suspend the Services until you have paid all outstanding sums due. If this happens, We will inform you in writing. This does not affect Our right to charge you interest under sub-Clause 5.5.

7. Problems with the Services and Your Legal Rights

- 7.1 We always use reasonable efforts to ensure that Our provision of the Services is trouble-free. If, however, there is a problem with the Services We request that you inform Us as soon as is reasonably possible.
- 7.2 We will use reasonable efforts to remedy problems with the Services as quickly as is reasonably possible and practical.
- 7.3 We will not charge you for remedying problems under this Clause 7 where the problems have been caused by Us, any of our agents or employees or sub-contractors or where nobody is at fault. If We determine that a problem has been caused by incorrect or incomplete information or action provided or taken by you, sub-Clause 6.5 will apply and We may charge you for remedial work.
- 7.4 As a consumer, you have certain legal rights with respect to the purchase of services. For full details of your legal rights and guidance on exercising them, it is recommended that you contact your local Citizens Advice Bureau or Trading Standards Office. If We do not perform the Services with reasonable skill and care, you have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to you, you have the right to a reduction in price. If the Services are not performed in line with information that We have provided about them, you also have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to you (or if Our breach concerns

information about Us that does not relate to the performance of the Services), you have the right to a reduction in price. If for any reason We are required to repeat the Services in accordance with your legal rights, We will not charge you for the same and We will bear any and all costs of such repeat performance. In cases where a price reduction applies, this may be any sum up to the full Price and, where you have already made payment(s) to Us, may result in a full or partial refund. Any such refunds will be issued without undue delay (and in any event within 14 calendar days starting on the date on which We agree that you are entitled to the refund) and made via the same payment method originally used by you unless you request an alternative method. In addition to your legal rights relating directly to the Services, You also have remedies if We use materials that are faulty or incorrectly described.

8. Our Liability

- 8.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence (including that of Our employees, agents or sub-contractors). Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by you and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- 8.2 We shall have no liability to the Buyer for any indirect or consequential loss of the Buyer, arising out of or in connection with the provision of the Goods and/or Services. In the case of any direct loss resulting from Our negligence in providing the Goods and/or Services Our total liability shall not exceed the cost of the Goods and/or Services to the Buyer.
- 8.3 We shall not be liable for any errors, loss, damages or expenses where the Buyer has given final written approval to commence any production process in accordance with clause 6.
- 8.4 Except where Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

9. Events Outside of Our Control (Force Majeure)

- 9.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.
- 9.2 If any event described under this Clause 9 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:
 - 9.2.1 We will inform you as soon as is reasonably possible;

- 9.2.2 Our obligations under these Terms and Conditions will be suspended and any time limits that We are bound by will be extended accordingly;
- 9.2.3 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Services as necessary;
- 9.2.4 If an event outside of Our control occurs and you wish to cancel the Contract, you may do so in accordance with your right to Cancel under sub-Clause 10. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our acceptance of your cancellation notice;
- 9.2.5 If the event outside of Our control continues for more 3 months, We will cancel the Contract in accordance with Our right to cancel under sub-Clause 10.6.3 and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our cancellation notice.

10. Cancellation

- 10.1 If any of the following occur, you may cancel the Services and the Contract immediately by giving Us written notice. If you have made any payment to Us for any Services We have not yet provided, these sums will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our acceptance of your cancellation. If We have provided Services that you have not yet paid for, the sums due will be deducted from any refund due to you or, if no refund is due, We will invoice you for those sums and you will be required to make payment in accordance with Clause 5. If you cancel because of Our breach under this Clause 10, you will not be required to make any payments to Us. You will not be required to give 14 days notice in these circumstances:
 - 10.1.1 We have breached the Contract in any material way and have failed to remedy that breach within 14 days of you asking Us to do so in writing; or
 - 10.1.2 We enter into liquidation or have an administrator or receiver appointed over Our assets; or
 - 10.1.3 We are unable to provide the Services due to an event outside of Our control (as under sub-Clause 9.2.4); or
 - 10.1.4 We change these Terms and Conditions to your material disadvantage.
- 10.2 We may cancel your Order for the Services before the Services begin.
- 10.3 Once We have begun providing the Services, We may cancel the Services and the Contract at any time by giving you 14 days written notice. If you have made any payment to Us for any Services We have not yet provided, these sums will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our cancellation notice. If We have provided Services that you have not yet paid for, the sums due will be deducted from any refund due to you or, if no refund is due, We will invoice you for those sums and you will be required to make payment in accordance with Clause 5.
- 10.4 If any of the following occur, We may cancel the Services and the Contract immediately by giving you written notice. If you have made any payment to Us

for any Services We have not yet provided, these sums will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our cancellation notice. If We have provided Services that you have not yet paid for, the sums due will be deducted from any refund due to you or, if no refund is due, We will invoice you for those sums and you will be required to make payment in accordance with Clause 5. We will not be required to give notice in these circumstances:

10.4.1 You fail to make a payment on time as required under Clause 5 (this does not affect our right to charge interest on overdue sums; or

10.4.2 You have breached the Contract in any material way and have failed to remedy that breach within 14 days of Us asking you to do so in writing; or

10.4.3 We are unable to provide the Services due to an event outside of Our control.

10.5 For the purposes of this Clause 10 a breach of the Contract will be considered 'material' if it is not minimal or trivial in its consequences to the terminating party. In deciding whether or not a breach is material no regard will be had to whether it was caused by any accident, mishap, mistake or misunderstanding.

11. Cancellation due to the Insolvency of the Buyer,

1.1.1. If the following applies then, without prejudice to any other right or remedy available to Us, We shall be entitled to cancel the contract or suspend it's performance thereunder without any liability to the Buyer.

1.1.2. If the Buyer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

1.1.3. an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or

1.1.4. the Buyer ceases, or threatens to cease, to carry on business; or

1.1.5. We reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

12. Communication and Contact Details

12.1 If you wish to contact Us, you may do so by telephone at 01403 230096 or by email at aneal@pass-sport-control.co.uk .

12.2 In certain circumstances you must contact Us in writing (when cancelling an Order, for example, or exercising your right to cancel the Services). When contacting Us in writing you may use the following methods:

12.2.1 Contact Us by email at aneal@pass-sport-control.co.uk ; or

12.2.2 Contact Us by pre-paid post at PASS SPORT CONTROL,43 Lambs Farm Road, Horsham, West Sussex RH12 4DB.

13. **Complaints and Feedback**

- 13.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.
- 13.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available from PASS SPORT CONTROL Limited,43 Lambs Farm Road, Horsham, West Sussex RH12 4DB..
- 13.3 If you wish to complain about any aspect of your dealings with Us, including, but not limited to, these Terms and Conditions, the Contract, or the Services, please contact Us in one of the following ways:
 - 13.3.1 [In writing, addressed to The Managing Director PASS SPORT CONTROL,43 Lambs Farm Road, Horsham, West Sussex RH12 4DB
 - 13.3.2 [By email, addressed to aneal@pass-sport-control.co.uk

14. **How We Use Your Personal Information (Data Protection)**

We will only use your personal information as set out in our Privacy Policy which can be found on our website www.pass-sport-control.co.uk

- 14.1 We shall treat as confidential all marketing and other information ("Data") which is disclosed by the Buyer to Us or otherwise obtained from the Buyer for the purposes of fulfilling the contract.
- 14.2 On the completion or termination of the contract by either party the Data shall either be returned to Buyer or dealt with in accordance with the Buyer's written instruction. All computer programs within these Services, without prejudice remain the exclusive property of the Company.
- 14.3 This obligation of confidentiality shall not apply to any Data which is known to Us prior to its receipt from the Buyer, or subsequently disclosed to Us without any obligation of confidentiality, or which enters into the public domain independently of both the Company and the Buyer.
- 14.4 The Buyer warrants that it is properly registered under as per UK GDPR rules for such obtaining, storage, use and transfer of personal data as may be required in the performance of the contract.
- 14.5 The Buyer shall ensure that any computerised data or text supplied to Us is clean, unadulterated capable of being read and processed and does not contain any computer viruses.
- 14.6 In the event of the computer data supplied by the Buyer being corrupt or provided in the incorrect format the Company shall either at it's discretion require the Buyer to supply clean unadulterated data which does not contain any computer viruses or decontaminate the data itself but at the Buyer's expense.
- 14.7 The Buyer shall be liable for any loss suffered or liability, including but not limited to consequential loss and loss of profit, incurred by Us as a result of the supply of data in the incorrect format or corrupt or adulterated computer data and hereby agrees to fully indemnify Us against the same.

15. **Other Important Terms**

- 15.1 We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs you will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.
- 15.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.
- 15.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 15.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.
- 15.5 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

16. **General**

- 16.1 These Conditions constitute the entire agreement between the parties and supersedes all previous agreements and understandings relating to the subject matter hereof.
- 16.2 Notwithstanding that any provision of these Conditions may prove illegal or unenforceable the remaining provisions shall continue in full force and effect.
- 16.3 We and the Buyer are and shall remain independent contractors. Nothing contained in these Conditions or any associated document shall constitute, create or give effect to or otherwise imply a partnership, joint venture or other formal business entity.
- 16.4 No addition to or alteration of these Conditions shall have effect unless made in writing and signed by a duly authorised representative of the Buyer and by Our director.
- 16.5 Any waiver by Us of any breach of the terms of the Agreement by the Buyer shall be without prejudice to the rights of the Company and shall not be deemed a waiver of any prior, subsequent or continuing breach of that or any other provision by either party and any forbearance or delay by either party in exercising its rights shall not be construed as a waiver.

17. **Governing Law and Jurisdiction**

- 17.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales .

- 17.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in the above Sub-Clause 17.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 17.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

18. Conditions applicable

- 18.1 Unless otherwise agreed in writing these Conditions shall override any conditions or terms stipulated, referred to, or incorporated by the Buyer in his order or negotiations with the Company.